

December 14, 2012

BOB GRAY FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1232675 vs Ford Motor Corporation 1FTEX1CM6CF

Dear Madam/Sir:

Enclosed is the consumer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them within four days from the date of this letter.

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

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

Sincerely,

Edith Newton at Extension 512



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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



December 6, 2012

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Re: FRD1232675 vs Ford Motor Corporation 1FTEX1CM6CF

Dear

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After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

If you have any questions, please contact me at 800.955.5100. You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700.

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE Council of Better Business Bureaus, Inc. 4200 Wilson Blvd, Suite 800 Arlington, VA 22203

To:

FRD1232675 WRTGM

From:

Subject:

00279827

Message:

BBB AUTO LINE Dealer Report and Repair History Summary Please Return To: Bob Gray FAX 866-433 7972 or c- mail to: egray72@ford.com

Attn: Service Manager - Immediate Action Required

	Name: Jimmy BAZEMOTE	Your Phone number:	601-445-0076 724
	Doalership Name: natchez For d		
	BBB Case Open Date:	CuDL Case Number:	
	FCSD Zone Manager's Name: Tim Co	11thJ	
	Costomer's Name:		
	VIN: IFFEXICA 6CF	Make/Model/Year: 2012 150	Milesge: ?
(a had	Problems - De lives	made, actions taken and the name of a	Yes No
2.	Does this vehicle have commercial fettering of		⊔ ⋈
3.	Does this vehicle have a performance chip, lift warranty defect?		Yes No
	If yes, please explain in dotail how you ca and how did this aftermarket part affect for	ame to this conclusion, all diagnostic to actory installed parts/equipment. Take	sts performed, specifications before/after, and send pictures if available.
	2.		

BBB AUTO LINE: Dealer Report Form - Page 2 of 3

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available. **Rear Poof Deem Deam Title Title Title	4. Does this vehicle show signs of abose, miss use or lack of πuintenance?	Yes	No.
If yes, provide Dates and CQIS Toch Hotline 4. What direction or advice did the Hotline representative(s) provide? 6. Has a Ford Market Area Team member (Zone Manager, FSE or Customer Care Team) been involved? a. If yes, indicate name of personnel and their involvement with you and this customer. 7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? If No, what concerns remains un-resolve? Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Acad Lar Man Ead gaa Did you test drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.	and what proof you have of abuse or lack of maintenance. Take and send pictures if available.		
a. If yes, indicate name of personnel and their involvement with you and this customer. 7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? If No, what concerns remains un-resolve? Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes No Acad Lail was find gas Did you test drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.	If yes, provide Dates and CQIS Tech Hotline #.	Yes	Nº M
a. If yes, indicate name of personnel and their involvement with you and this customer. 7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? If No, what concerns remains un-resolve? Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes No Results of test drive the vehicle with the customer (s)? Yes No Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.			·
7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? If No, what concerns remains un-resolve? Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes No Zool Lot war drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.		Yes	
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Did you test drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.	7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(n)?	Y.Z.	No
Did you test drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.			
Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.			
cense west that kun igood on Bal frack	Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.	-	
	cons me to ken good on Day Fack		1 1 1

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BBB AUTO LINE: Dealer Report Form - Page 3 of 3

	8.	Was the customer offered a free service loaner or other courtesy transportation during service? If yes, on how many repair visits?	Yes X	№
		What is the total number of days the customer was provided a free/complianentary homer or rental?	8-10	* * *******
	9.	What is the total number of days the vehicle been out of service for Ford warranty repairs at your dealersh	ip? 5_	
		NOTE: This number should not include days out of service for maintenance or customer paid repairs, day while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a appointment or after repairs were completed. Please explain in greater detail on the following Repair III:	schedule	d
	10.	What additional actions, if any, have been taken to assist with the customer's concerns?		
_	 •			
	11.	Did the customer ask for AWA Finnicial Assistance/Reimbursement/Refund request?	Yes	0.00 (XX)
		u. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.	U	
-	_		·· ••	
	12.	Did the customer accept the goodwill offer or respond with counter offer?	Yes	No
		a. If the customer responded with a counter offer, provide details of the offer,	J	U
	13.	Any Additional Comments:		
_				
_				
137		Alband Section 111	7-1-	
Sigi	LECTION AND ADDRESS OF THE PARTY OF THE PART	Tille: Selve Marged Date: 11/1	2012	01
1	_	Please attach any additional comments on a separate page		
		r rease areaem and accordant comments out a scharage base		

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

PHP/CAT/F cs:	SE # -5000	-3763 CU	stoiner:		Y UN: I	FIL KICHIAC:	
WARRANTY	WARRANTY [V] 3/36 Bumper to Bumper [4/50] Bumper to Bumper [5/100 PowerStroke Diesel Engine Warranty						
FORD ESP							
	Expiration: Date Miles						
PLEASE IND	ICATE TY	PE Goods	WESP □ Cu	istamer pun	chased retail ESI	P NON-FORD ESP Name of Provider?	
RO Number	Date In	Date Completed	Total Days	Mikage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail /
6052714	5-25-12	5-31-12	5	7289	stacting	New Fruhel - STAVAR (4	Dealer Internal
		<u> </u>			Fun Rough	New Frywheel - STAYTOR (L Diag - No Told Problem Found - Bad fuel	POPER Intornal
6053761	7-16-12	7-17-12	2	10999			
		s					
La Carte	l						
	1			1			

Please duplicate, as necessary and attach additional sheets.

Revised: November 9, 2010

BBB AUTO LINE Dealer Report and Repair History Summary Please Return To: Bob Gray FAX 856-433 7972 or e- mail to: egrny72@ford.com

Attn: Service Manager - Immediate Action Required

Name: Jimmy BAZEMOVE	Your Phone number: 601 - 445-0076 \$ 24
Doalership Name: natchez For L	
BBB Case Open Date:	CuDL Case Number: 135623163 2-
FCSD Zone Manager's Name: Tim Co.	Ins
Customer's Name:	
VIN: IFTEXICM &CF	Make/Model/Year: 2012 \$150 Mileage: ?
concern(s) listed on customer's application?	ken with the customer, inspected, and/or test driven the vehicle for/about the Yes No adde, actions taken and the name of deuleratip personnel):
Joins to She dealers	en another hours Has been
2. Does this vehicle have commercial fettering or d	ecals on it? Is it used for commercial purposes? Yes No chicle is part of a fleet of 3 or more vehicles owned by this customer.
 Does this vehicle have a performance chip, lift k warranty defect? 	it, or other aftermarket accessories that are or have contributed toward the
	e to this conclusion, all diagnostic tests performed, specifications before/after. ory installed parts/equipment. Take and send pictures if available.
1	
4.	

BBB AUTO LINE: Dealer Report Form - Page 2 of 3

4. De	oes this vehicle show signs of abuse, miss use or lack of maintenance?	Yes	No
han	If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, speciand what proof you have of abuse or lack of maintenance. Take and send pictures if available. not seem support 7-16-12		
5. H	as the Technical Finding been contacted? If yes, provide Dates and CQIS Tech Finding #	Yes	N°o
	What direction or advice did the Hotline representative(s) provide?		
6. Hz	as a Ford Market Area Team member (Zone Manager, FSE or Customer Care Team) been involved? a. If yes, indicate name of personnel and their involvement with you and this customer.	Yes	No M
7. De	oes the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? If No, what concerns remains un-resolve?	žž Ž	Nº
Last	Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below.	Yes Ø	N°
,, `a	Did you test drive the vehicle with the customer (s)? Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.	Yes	No No
int	did have mis fire - fuel test showed bad will not kun good on Bad free		

v Con

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BBB AUTO LINE: Dealer Report Form - Page 3 of 3

8.	Was the customer offered a free service loaner or other courtesy transportation during service?	Yes	No
	If yes, on how many repair visits? 2		_
	What is the total number of days the customer was provided a free/complimentary houser or rental?	-10	* * ***********
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11.	Did the customer ask for AWA Finnicial Assistance/Reimbursement/Refund request?	Yes	077
	u. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.	_	_
12.	Did the customer accept the goodwill offer or respond with counter offer?	Yes	No.
	 If the customer responded with a counter offer, provide details of the offer. 		U
13.	Any Additional Comments:		
Signatu.	re: Selver Margel Date: 11/1	20/2	1012-
/			
	Please attach any additional comments on a separate page		

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

BHB/CUDE ca:	œ#- <u>J</u>	3 703 CCu	stomer:_(§	_ VIN: 1	FIEXICMACA		
WARRANTY	∑ 3/36 Bw	uper to Bumper	4/50 Bum	per to Bump	er [] 5/100 Pow	erStroke Diesel Engine Warranty		
FORD ESP	Prem	iumCARE [ExtraCARE [BaseCAR	B Powertrain	CARE RentalCARE MaintenanceCARE		
	Expiration	m: Date	_ Miles					
PLEASE IND	ICATE TY	PE Goods	tu ESP □ Cu	istomer pur	chased retail ESI	P NON-FORD ESP Name of Provider?		
RO Number	Date by	Date	Total Days	Mikage	Customer's	Action Taken		How Paid?
		Completed			Concern Mari C	- 1	i	Warranty/ AWA/ESP/
6052714	6.25	-31.17	5	7289	Control of the Contro	No Ch de Contra	W	Retait / Dealer Internal
wooz/19	2170	13-31-70		1207		New Flywheel - STAYTER Diag - No Fold Problem Found - Bad fuel	, w	1
					Run Roug L	Found - Bad fuel		INTOCALL
6053761	3 15 13	7-17-12	-	10999	CABIE OF			
2030/01	1-52-) 2	5		10,774		1001		
		ŝ)				
			Di La			additional cheets	Review	: November 9, 2010



Manufacturer Settlement Offer BBB Fax# 1 703 247 9700

12-03-2012

1FTEX1CM6CF
/o Krohn & Moss
BBB Specialist Edith Newton
Ford DRS Bob Gray
Please offer blacement of a 5/75 Premium Care Extended Service Plan that
will cover 500+ key components of the vehicle. The plan would begin at the warranty
start date and run for 5 years or 75,000 miles, whichever comes first. The ESP carries a
standard deductible of \$100. The ESP also has roadside assistance and rental car
reimbursement at set amounts.
Ford does not feel that the vehicle qualifies for repurchase, but would like to add the
assurance of further coverage as a way of acknowledging loyalty to the
manufacturer shown in utilizing the BBB Auto Line Process.
2000 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 2001 20
Thank you.

Bob Gray

Dispute Resolution Specialist Ford Motor Company

FRD1232675 / 1356231632

"Satisfied Customers are Ford's BEST Asset"

Edith,

It is late, but could you please pass this offer to people at Krohn & Moss. I have sent it to the BBB main FAX as well.

Thank you.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program rgray72@ford.com www.ford.com

office: 866-567-6518 x77244 fax: 866-433-7972





NOTICE OF INSPECTION/TEST DRIVE ONLY ALL TESTIMONY SUBMITTED IN WRITING ONLY NO ORAL ARGUMENTS WILL BE PRESENTED

Date: 11/30/12

Case Number: FRD1232675

Customer:

Manufacturer: Ford Motor Company

Mfr Info: 6700 MS 1FTEX1CM6CF

Arbitrators: Mr. Frederick D King

Inspection Date, Time, Place: 12/14/12 10am CST

BBB serving Mississippi 505 Avalon Way, Suite B Brandon, MS390470000

AUTOLINE Director Phone: (601) 398-1700 Fax: (769) 251-1054

INSTRUCTIONS

- 1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
- 2. Current vehicle registration and insurance is required for all test-drives.
- 3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
- 4. Refer to How BBB AUTO LINE Works for more detailed information on the inspection process.



November 30, 2012

BOB GRAY FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1232675 vs Ford Motor Corporation 1FTEX1CM6CF

Dear Madam/Sir:

Enclosed are:

- * Notice of Inspection
- * Arbitrator Listing Sheet(s)
- * Map to the hearing site

The Notice of Inspection lists the date, time and location of the vehicle inspection. Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.

We reserve the right to determine the final date and time of the inspection.

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

Sincerely,

Edith Newton at Extension 512



November 30, 2012



Re: FRD1232675 vs Ford Motor Corporation 1FTEX1CM6CF

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Sincerely,

Edith Newton at Extension 512



AGREEMENT TO ARBITRATE

Date: 11/29/2012

Case Number:

FRD1232675

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 MS 1FTEX1CM6CF

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:



AGREEMENT TO ARBITRATE

Date: 11/29/2012

Case Number:

FRD1232675

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 MS 1FTEX1CM6CF

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:

: Repurchase Consumer Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Location of Better Business Bureau

Better Business Bureau

Name of building (if any)

601 Renaissance Way Suite A Ridgeland MS 39157

Bureau Address and City

601-856-9357

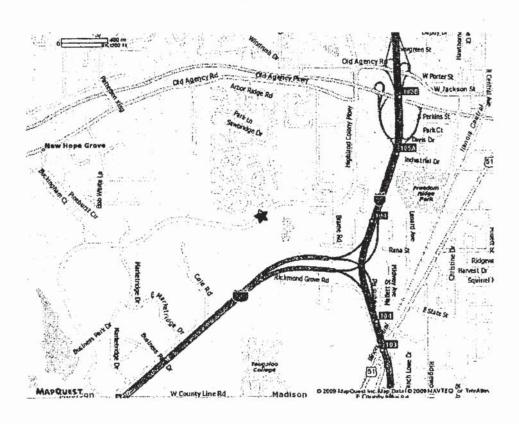
Bureau Phone Number (Emergencies Only)



DIRECTIONS

From I-55 take the Old Agency Road Exit 105C. Continue to the traffic circle. Go left around the traffic circle onto Highland Colony Parkway and head South for approximately 1.5 miles. The building is on the right on the corner of Highland Colony Parkway and Renaissance Way.

From I-220 take the Hanging Moss Road/Highland Colony Parkway Exit 9 and proceed left onto the Highland Colony Parkway about 2.5 miles. The building is on the left and parking is provided.



BBB.

BBB AUTO LINE

November 19, 2012 Re:W-C2 FRD1232675: 1FTEX1CM6CF

vs Ford Motor Corporation

KROHN & MOSS AL GA IL KY KS MN MO WI TX 10 N DEARBORN STREET 3RD FLOOR CHICAGO IL 60602

Dear .

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

Enclosed please find the following information:

- * Program Summary This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * Agreement to Arbitrate The purpose of the Agreement to Arbitrate is to outline the positions of both parties to the dispute. The Agreement is not intended to explain your full position. Please read the Agreement carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
- * Customer Claim Form (CCF) Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and return the CCF to us with any necessary corrections or additions.
- * How BBB AUTO LINE Works This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
- * Oath of Participant Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

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

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

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

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

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

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

your initial s	ubmission or were not legible when our office received them:
	No further documentation is required at this time
	Repair orders relating to the complaints(s)
	The vehicle's current registration
	The purchase contract or lease agreement
	Other:
need accuratincidental ch those fees, a	ator decides a repurchase or replacement is the appropriate remedy, the arbitrator will te information about the vehicle's purchase price as well as any collateral costs, larges and other expenses that your client seeks. Please submit an itemization of along with supporting information/documentation, so we may include these amounts in the arbitrator to appropriately evaluate your client's request
than close we will sen received th have provide number list	LINE must receive your written position and supporting documents no later of business fourteen days from the date of this letter. On the following day, id each written position to the other party for comments. If we have not be requested information from you, the correspondence and documents you ded us thus far will serve as your written position. Please reference the case ted above at the top of each document you submit. You must also complete the enclosed Oath of Participant form.
	tion/test drive is requested or required, per the BBB AUTO LINE rules, we will provide ee days advance notice of the inspection date.
	her mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.
Sincerely,	
Edith Newto	on at Extension 512

BBB AUTO LINE Customer Claim Form

Case number: FRD1232675 Contact Date: 11/16/12 Start Date: 11/19/12

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

SECTION 1: CUSTOMER INFORM	ATION	
Titled owner:		
Mailing address:		
City: Chicago	State:	IL Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address:	
SECTION 2: VEHICLE INFORMAT	MACCONAGE:	
Make: Ford	(1977) (1977) (1978) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1977) (1	2012 Current mileage: 16783
Name(s) that appears on the vehicle til	200	earrent mileage. 20702
Selling dealer/city/state: Same, , M		
Primary Servicing dealer/city/state:		CURY,
Acquired as 🛛 new 🗌 used 🔲 der	no leased Is the vehicle in	your possession? 🛛 yes 🗌 no
Purchase/lease date: 02/16/12	Mileage at purch	nase/lease:
First repair attempt date: 05/25/12 How often is the vehicle used	First repair atter	mpt mileage: 7287
for business purposes (percentage):	Number of vehicles own or leased by the busines	manorino cipa.
Has the vehicle been in an accident/had	d body damage? ☐ yes 🗵 no	Date of accident:
Description of damage:	44	
SECTION 3: DESIRED OUTCOME	(Describe what you want done	e to resolve your concern)
Vehicle Repurchase plus \$2,500 fo		
The state of the s		
Please complete the missing info	ormation in the box below and	d on page 2.
VEHICLE INDENTIFICATION N	UMBER 1FTEX1CM6CF	
Lienholder/Leasing Company		Phone Number
Account Number		

Case Number: FRD1232675 SECTION 4: VEHICLE PROBLEMS (List primary problem first) Does the # of problem repair List the date, mileage, and days out of exist Servicing dealer(s) attempts service for each repair attempt now? Problem Example: 4/23/06 3,500 miles 5 days 2 6/10/07 12,700 miles 1 day Any Dealer, Inc. A/C won't cool properly yes 1 Brakes yes 3 Electrical yes Engine/Electrical 3 yes 1 Transmission yes Total days out of service for all problems: _____ Signature of Titled Owner(s) ______ Date _____ Printed Name of Titled Owner(s) _____

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

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

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



November 19, 2012

CHICAGO	IL
Re: FRD1	232675 vs Ford Motor Corporation 1FTEX1CM6CF
Dear	
review the	received your documents and your claim has been opened. Please e enclosed brochure <i>How BBB AUTO LINE Works.</i> This booklet explain UTO LINE program and contains the rules that will be followed in in.
about you	o us to resolve your dispute if we have all of the available information r case. Please send us a copy of the following with your case number d at the top:
X	No further documentation is required at this time
	Your signed Customer Claim Form
Custome and acco represen	NOTE: Your case will not be arbitrated unless we receive a r Claim Form signed by the customer or signed by the attorney mpanied by proof of the customer's authorization of tation. If we have not received this form within 10 days from of this letter, this case will be closed.
N	Repair orders relating to your complaint
(Your current registration
	Your bill of sale (purchase contract)
	Your lease agreement
3 -11- 3	Other:

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

L3E

You can fax the documents to 703.247.9700 to expedite the process or mail them to the address listed above.

Sincerely,

Edith Newton (Ext. 512)



November 19, 2012

BOB GRAY FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1232675 vs Ford Motor Corporation 1FTEX1CM6CF

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * Customer Claim Form (CCF)
- * Any documentation submitted by the attorney
- * Agreement to Arbitrate (except in California);
- * Oath of Participant Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

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

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

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

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

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

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

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

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

Sincerely,

Edith Newton at Extension 512

Umanzor, Maury

From:

Hyatt, Chris <chyatt@consumerlawcenter.com>

Sent:

Thursday, November 15, 2012 1:00 PM

To:

ILDept Fax

Cc:

Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna

Subject:

17032479700

Attachments:

arb packet -

VIA FACSIMILE: 703-247-9700

(With Delivery Confirmation)

November 15, 2012

Council of Better Business Bureau, Inc. Attn.: Maury Umanzor
4200 Wilson Boulevard
Suite 800

Arlington, VA 22203-1838

WRT GC FRD1232675

RE

v Ford Motor Company

Dear Mr. Umanzor,

Please find enclosed the corresponding documents for the referenced case. We are requesting a documents-only hearing (fax: 866-264-3755). My clients' written position has been stated in this initial application. They request a refund or replacement under the MS Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

Chris Hyatt Krohn & Moss, Ltd 10 N. Dearborn St. 3rd Floor Chicago, IL 60602 (312) 578-9428 Ext 206

BBB AUTO LINE Customer Claim Form

Case number: Contact Date: Start Date:

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

SECTION 1: CUSTOMER IN	FORMATION	***
Titled owner:	11	
Mailing address:		
City: Chicago	State: IL	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax	E-mail address.	,
ECTION 2: VEHICLE INFO	DRMATION	
Make: Ford	Model: F-350 F- 50 Year: 2012	2 Current mileage:
Name(s) that appears on the v		Current mileage.
Selling dealer/city/state: N		7 MC
	/state: Natchez Ford, Natchez MS and Bill Ho	
Acquired as M new used	174471111111111111111111111111111111111	r possession? 🖾 yes 🗀 no
10 S (NO) 16 ACT (NO) 16	IV.2012. Mileage at purchase/	
irst repair attempt date: May		7.007
flow often is the vehicle used or business purposes (percent)	Number of vehicles owned	Trapenission type:
las the vehicle been in an accid	dent/had body damage? yes no	Date of accident:
Description of damage:	525 S.	
CTION 2: DESIDED OUT	COME (Describe what you want done to	
	Vehicle Repurchase plus \$2,500 for inconven	
lease complete the missi	ng information in the box below and on	page 2.
VEHICLE INDENTIFICATI	ON NUMBER 1FTEX1 CM 6	CF
	PANY FORD MOTOR CREDITION	Processing the second s
Account Number		
And the second s		

SECTION 4: VEHICLE PRO	BLEMS (List primary p	roblem fi	rst)	
Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
PLÉASE	SEE	5	ENCLOSED Miles	
STARTER GRINDING	NATHER TON	,	5/31/12 7289 mus	No
STAKTEK CHINDING	INTICITED MORE		5/25/12 7287	100
TRANS SEEMS TO HESE	MATCHEZ FORD	2	5/30 12 7289	yes
CHECK ENG. LIGHT	NATCHEZEOR	4	7/16/12/10999	VES
TRAC CONTROL + BRAKE	NA TCHEZ FOR		7/16/12 10999	NO
CHECK ENG LIGHT	Tec. as		8 23 12 13566	
Cliery Full Hour	BILL HOOD	2		YES
CHECK ENG LIGHT	BILL HOOD	2	Moil12 16723	IES
CHECK ENGLIGHT				VES
				1

Total days out of service for all problems: 9-11 More on Less
Signature of Titled Owner(s) I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules

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

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700

05/25/12-05/31/12	7,287	· Check brakes	Brakes
		Check battery	Electrical
		Loud grinding noise when starting sometimes doe not want to engage	Engine/Electrical
		Check trans seems to hesitate when let off gas & get back on gas (highway driving)	Transmission
		Check tires	Tires
07/16/12-08/01/12	10,999	Service Trac control & brake light came on and went back off	Electrical
	#	Check engine light on runs rough	Engine/Electrical
		When let off gas then get back on it seems to stall for sec. Like losing power than will lake off	Electrical
08/23/12-09/25/12	13,655	Check engine light blinks on and off while driving at highway speeds, seems worse when going into passing gear	Engine/Electrical

INTY NAME COUNTY HO. VEHICLE LO. NUMBER TITLE NUMBER PIKE 570 503 1FTEX1CMGC NUMBER YEAR MAKE RECEITMENT COOK TYPE OWNER P AA TITLE X LINNEE CATE PURCHASED MO, DAY YR.
02/16/2012 1400323 2012 FURD 4 04 F15 96 PAES NO APPL X
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SEAT BELT AND CHILD RESTRAINT DEVICES ARE REQUIRED IN MS.

CNTY / ST USE ONLY:

ATE OF MISSISSIPPI ROAD AND BRIDGE PRIVILEGE TAX AND REGISTRATION RECEIPT

SUMMIT MS

1-(Hev. 12/10)

- INSTRUCTIONS FOR APPLYING PLATE DECALS:

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 2. Do not motiven decal or alterings to apply if temperature is below -10 degrees. Fallwichket.

 3. Clean and dry plate before affairing new decal.
- decki.
 4. Remove decal by bending corner of card under decal along dotted inc. PREL HERE

- Next, It's up coincs of decit where card is created.
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- decal processions.

 B. Rub or pross firmly around edges of decal other applying.

PE13-018 000284LC

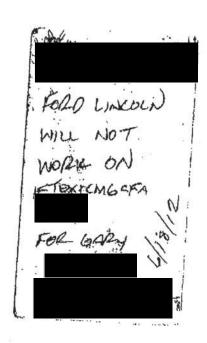
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FORD P & A CODE

HAMMOND (985) 345-1590



1500 N. MORRISON BLVD. P.O. BOX 3007 HAMMOND, LA 70404

TINCOLN WATS Alereury (888) 345-1590

Tav 1 .: W52789 payer the way look of Reports Tag: 4765 License: EM. LETEXICME CE Popul 1 Driver/Owner Intopmation Invoice to PUMMICS, MO SUMMLT, 143 Vehicle Information For Office Use in: DISE: IFA WAR C W 12 FORD F-150 EWD XCAR Champtet in: 13855 Ouate Inservice: 02/16/12 05glg: 99/23/12 Bunn: 05/12/12 Involuent: 11/08/12 10:57 VR Presidentions (2-1591) Reprinted 1 Quote after Final Bill COSTOMER STATES CHECK ENGINE LIGHT BLINKS ON AND OFF WHILE Okar: at. 1 it.d. No de DRIVING AT HIGHWAY SPEEDS , SEEMS WORSE WHEN GOING INTO FASSING BLAR 126500 1.00.74 #3 COLL AND PEUG DEC SYSTEM DIAGNOSIS - (QUICK TEST) Conception 1.6500%; H. . !! 51 - 1 EXTRA TIME TO REFEAT FINAL QUICK TEST 126000043 te .; 's .1. :1-2 TWO SYSTEM - DIAGNOSTIC PIN FOINT TEST : . . · 11-3 RELATIVE COMPRESSION/ POWER BALANCE . TEST 1:05:00d · ti. . 13650061 71.50 н...'1 51 - 4 IGNITION COIL ASSEMBLY-COIL ON PLUG - REMOVE AND INSTALL OF REFLAC Larlas Part. Number Nor.e Description. W.Y 11.1.13 1:4. . 4 EM: 7742 12029 E NSTN COLL ASY 1 4. 4 SHC 51 920 NSTK SPARK PLU Pasta: Count. 2,00 Attowance: 43.91 radi. \$25 TROMAD, DAVID COMPERN CD : £29 A .. 19 PARTS LAB-PRECHARICAL TOTAL CHEROE FOR CONCERN 10 . ;; Cyper: W W52789 Summary of Charges for Invoice W52789 Payment Distribution for Invoice 118.70 TOTAL CHARGE 187.41 PARTS LAB-MECHANICAL 68.71 187.41 187.41 FAC WARRANTY TOTAL CHARGE if you have any quousions - please see Victor W RIDGEL . a. t. 1 1 1: ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCU-RATE. LINLESS 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 WATH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFI-CATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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I ACKNOWLEDGE RECEIPT OF THE PARTS

AND LABOR LISTED



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1500 N. MORRISON BLVD. P.O. BOX 3007 HAMMOND, LA 70404 WATS (868) 345-1590



Adv: 313 VIC	TOR W RIDGEL	Tag: 3040	License:	145	1FTEX1CM	CI	Payer 1		a: W5 386
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dv: 313 VICTOR W RIDGEL	Tag: 9040	License:	Webble	1PTEX1CM6 CF	Pagu: 2	Invoice: W5386
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14 Seargent Prentitis Drive NATCHEZ, MISSISSIPPI 39120 Telaphone: (801) 445-0076 EXT. 31

PERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Manday - Friday 7/16/12 6053761/2 8/01/12 Reprint 10999 11000

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14 Seargent Prentiss Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (801) 445-0076 EXT. 31

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 5/25/12 6052714/2 5/31/12 Reprint 7287 7289

SUMMIT, MS 2/16/12 2/16/12

2012 PORD F-150 2ND SUPERCAB 145" GRAY

50669

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14 Seargank Prentiss Drive
NATCHEZ, MISSISSIPPI 39120
Telephone: (601) 445-0076 EXT. 31

Eprvice DEPARTMENT HOURE
7:30 a.m. to 5:30 p.m.
Monday - Friday

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8/01/12	Reprint
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SCOTT SLOVER 1PTEX1CM6CF SUMMIT, MS 2/16/12 2/16/12 2WD SUPERCAB 145" GRAY F-150 2012 FORD 50669

#1 - MR Customer Reports: CHECK ENGLI			The state of the state of
Corrected by 12650D: (E29) (42)	REC (QUICK TEST) -		
Work performed by trey caldwell(TC)	SVC	POLICY
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Work performed by trey caldwell (rc)	SVC	POLICY
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#2 - MR 99P: INSPECTION AND PERFORMING	G OF QUALITY CARE CHECK		
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14 Seargent Prenties Drive
NATCHEZ, MISSISSIPPI 39120
Telephone: (801) 445-0078 EXT. 31

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:30 p.m.
Monday - Friday

7/16/12	6053761/					
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SCOTT SLOVER 1PTEX1CH6CF SUMMIT, MS 2/16/12 2/16/12 2WD SUPERCAB 145" GRAY 2012 50669 FORD F-150

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14 Seergerd Prentise Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (601) 445-0076 EXT. 31

F:30 a.m. to 5:30 p.m. Monday - Friday 5/25/12 6052714/1 5/31/12 Reprint 7287 7289

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JIMMY BAZEMORE

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2/16/12 2/16/12

2012 FORD F-150 2WD SUPERCAB 145" GRAY

#1 - MR Customer Reports: LOUD GRIND SOMETIMES DOES NOT WANT TO Corrected by 6375A: (D03) (01) Work performed by trey caldwell (Installed BR3Z 11002 A :STARTER I Installed BL3Z 6375 A :PLYWHEEL I PARTS HERE 5/29/12 TOMMY TC 11002 01 7842 MAKING NOISE ON STARTING, FOUND I GAGED TOO LONG, DAMAGING FLYWHEEL EPLACE FLYWHEEL, ALSO REPLACE STA	ENGAGE TC) MOTOR ASY ASY STARTER STAYING EN L, REMOVE TRANS, R	Warranty Warrenty Warranty					
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#4 - MR GTIRE: TIRES ARE IN GOOD SHAP! Sub Total: Labor: .00 Parts:							
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14 Seargent Prentiss Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (601) 445-0076 EXT. 31

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14 Seargent Prentiss Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (601) 445-0076 EXT. 31

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

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14 Seargent Prentiss Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (801) 445-0076 EXT. 31

7:30 e.m. in 5:50 p.m. Monday - Friday 5/25/12 6052714/1 5/31/12 Reprint 7287 7289

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FORD P & A CODE 05418



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14 Seargent Prentiss Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (601) 446-0076 EXT. 31

BERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 7/16/12 6053761/1 8/01/12 Reprint 10999 11000

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14 Seargent Prenties Drive NATCHEZ, MISSISSIPPI 39120 Telephone: (801) 445-0076 EXT. 31

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 7/16/12 6053761/1 8/01/12 Reprint 10999 11000

SUMMIT, MS

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2/16/12 2/16/12

2012 FORD F-150 2WD SUPERCAB 145 GRAY

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##RVICE DEPARTMENT HOURS 7:30 q.m. to 5:30 p.m. Monday - Friday 5/25/12 6052714/2 5/31/12 Reprint 7287 7289

SUMMIT, MS

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2/16/12 2/16/12

2012 PORD F-150 2WD SUPERCAB 145 GRAY

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#5 - MR GBK: BRAKES ARE IN GOOD SHAPE Sub Total: Labor: .00 Parts:	SMM OR ABOVE .00 Total: .00	
#6 - MR GBATT: -BATTERY IS IN GOOD SH	APE	
Please Note: NO FSA 601 248 8823 C SPIRE WIFE 601 248 5851 WARRANTY PER MR. BAZEMOR WARRANTY PD \$635.72 6/6	E 5/31/12 CDF	
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incher inspection. As express mechanic's Hen is hareby acknowledged an above vehicle to secure to externil of repairs the endo."	SHOP SUPPLIES	.00
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SUMMIT, MS 2/16/12 2/16/12 2/16/12 2012 FORD F-150 2WD SUPERCAB 145 GRAY 50669

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#4 - MR Customer Reports: SERVICE TR LIGHT CAME ON & WENT BACK TC DIAG 42 11060	OFF	
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### Krohn & Moss, Ltd.

(Arisans, Californis, Florida, Illinois, Indians, Kantucky, Minnosota, Missouri, Nerada, Ohio, Wisconsin, Washington, DC)

10474 Santa Monica Blvd., Suito 401

Los Angelos, CA 90025

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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, Kantucky, Mississippi and New York.

October 10, 2012

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

RE:

. Ford Motor Company

Vehicle:

2012 Ford F-150

VIN:

1FTEX1CM6CF

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

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

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 (I4) days from the date of this letter, a lawsuit will be filed in the United States District Court for the Southern District of Mississippi.

SH/et

Sincerely,

Shireen Hormozdi Attorney at Law



### IN THE UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

Court File No. 13-536		
Plaintiff,		
v.		
Ford Motor Company, a foreign corporation transacting business in the State of Minnesota,		
Defendant.		
COMPLAINT AND DEMAND FOR JURY TRIAL		
Plaintiff ("Plaintiff"), as and for his cause of action against Defendant		
Ford Motor Company ("Defendant"), alleges as follows:		
PARTIES		
1. Plaintiff is an individual residing at City of Buffalo, in the		
State of Minnesota.		

#### JURISDICTION AND VENUE

Delaware corporation with its principal place of business located at One American Road, WHQ

Defendant manufactures, sells, and distributes motor vehicles. Defendant is a

- 3. Plaintiff realleges Paragraphs 1 through 2 as though fully set forth herein.
- Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota.

2.

Room 612, Dearborn, Michigan.

- Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.
- 6. The motor vehicle that is the subject of this case is a 2012 Ford F150, vehicle identification number 1FTFW1ET5CF which which Defendant sold to Metropolitan Ford, its authorized dealership, located at 12477 Plaza Drive, City of Eden Prairie, State of Minnesota.
- Plaintiff then purchased the subject vehicle from Metropolitan Ford on October
   27, 2012.
- At the time and place of purchasing the subject vehicle, Defendant sold to
   Plaintiff a written new vehicle limited warranty.
- 9. As is more fully described below, the subject vehicle was unsuccessfully repaired under Defendant's new vehicle limited warranty at its authorized dealerships, Metropolitan Ford of Eden Prairie.
- 10. The purchase of the subject vehicle and the subsequent repeated warranty repairs form the basis of this action; the purchase and all warranty repair attempts occurred in Minnesota. Venue is therefore proper in the District of Minnesota.
- 11. As stated below, this action arises in part under 15 U.S.C. § 2310 ("Magnuson-Moss Warranty Act"). Because this action arises in part under the laws of the United States, this Court has original federal question jurisdiction pursuant to 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Plaintiff's accompanying state law claims pursuant to 28 U.S.C. § 1367.

#### **FACTS**

- 12. Plaintiff realleges Paragraphs 1 through 11 as though fully set forth herein.
- 13. Subsequent to purchasing the subject vehicle on October 27, 2012, the vehicle was serviced under Defendant's limited new vehicle warranty for vehicle hesitation at highway speeds and low gas mileage.
- 14. Specifically, on January 10, 2013, the subject vehicle was presented for repair under Defendant's new vehicle warranty for hesitation at highway speeds and low gas mileage problems. Plaintiff's complaint was verified by Defendant's authorized dealership, but Plaintiff did not receive the repair to which he was entitled under his written warranty. Instead, a "CAC" was ordered pursuant to Defendant's technical service bulletin number 11-8-12.
- 15. On February 21, 2013, the subject vehicle was again presented for repair under Defendant's warranty for the hesitation at highway speeds and low gas mileage problems.

  Instead of installing the part previously ordered pursuant to technical service bulletin number 11-8-12, parts were installed pursuant to Defendant's technical service bulletin number 12-10-19.
- 16. The subject vehicle was therefore out of service by reason of repair for in excess of 30 business days—from the initial presentation for repair on January 10, 2013 to the repair attempt made on February 21, 2013. And, the problems continued and continue.
- 17. Via letter dated February 14, 2013, Plaintiff gave notice that he believed

  Defendant had taken an unreasonable amount of time and/or number or repair attempts to

  conform the subject vehicle to Defendant's warranty, thereby violating without limitation, the

  Minnesota Lemon Law (Minn. Stat. § 325.665), the Magnuson-Moss Warranty Act and the

  Minnesota Uniform Commercial Code (Minn. Stat. §§ 336.2-607, 336.2-314 and 336.2-608) and

  that, as a result, Plaintiff no longer wanted the vehicle.

 Plaintiff satisfied all conditions precedent to coverage under Defendant's warranties, both express and implied.

#### COUNT 1 VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2. ("MINNESOTA LEMON LAW")

- 19. Plaintiff realleges Paragraphs 1 through 18 as though fully set forth herein.
- 20. Plaintiff is a "consumer" as the Minnesota Lemon Law defines that term.
- 21. Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.
- 22. The new vehicle warranty purchased by Plaintiff is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines those terms.
- 23. The subject vehicle is a "motor vehicle" as the Minnesota Lemon Law defines that term.
- 24. Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers within two years following the date of original delivery of the new motor vehicle to Plaintiff.
- 25. Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty.
- 26. With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.
- 27. With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the requirements of the Minnesota Lemon Law.
  - 28. Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

29. Plaintiff, therefore, is entitled to repair of the subject vehicle, and/or to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

### VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3. ("MINNESOTA LEMON LAW")

- 30. Plaintiff realleges Paragraphs 1 through 29 as though fully set forth herein.
- 31. Defendant's repair attempts were unreasonable in number and/or duration.
- 32. Defendant attempted an unreasonable number of repairs to the subject vehicle for the same warranted condition or defect.
- 33. Defendant attempted one or more of the above-referenced repairs within two years of the original delivery of the subject vehicle to a consumer without conforming the subject vehicle to its warranty and/or the requirements of the Minnesota Lemon Law.
- 34. Defendant attempted one or more of the above-referenced repairs within the term of the applicable express warranty without conforming the subject vehicle to its warranty.
- 35. The defects or conditions in the subject vehicle substantially impair(ed) its use to Plaintiff.
- 36. The defects or conditions in the subject vehicle substantially impair(ed) its market value to Plaintiff.
- 37. Plaintiff gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).
- 38. Plaintiff is, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

- 39. The subject vehicle was out of serviced by reason of repair in excess of 30 business days and the problems continued.
- 40. Defendant has therefore violated Minn. Stat. § 325F.665, subd. 3, thereby entitling Plaintiff to vehicle replacement or full refund of the purchase price of the subject vehicle, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges, including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by Plaintiff as a result of the vehicle being out of service for warranty repair, plus attorneys' fees and litigation costs incurred bringing this action as set forth in the Minnesota Lemon Law.

#### COUNT 3 VIOLATION OF 15 U.S.C. SECTION 2310(d). ("MAGNUSON-MOSS WARRANTY ACT")

- 41. Plaintiff realleges Paragraphs 1 through 40 as though fully set forth herein.
- 42. The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.
- 43. The subject warranty is a "warranty" as the Magnuson-Moss Warranty Act defines that term.
  - 44. Plaintiff is a "consumer" as the Magnuson-Moss Warranty Act defines that term.
- 45. Because Defendant has violated one or more of the Counts stated below, it has violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiff to those remedies permitted by Minnesota law, and entitling Plaintiff to receive the reasonable legal fees and litigation costs incurred prosecuting this matter.

## COUNT 4 BREACH OF EXPRESS WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-607)

- 46. Plaintiff realleges Paragraphs 1 through 45 as though fully set forth herein.
- 47. Plaintiff notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them.
- 48. Defendant's express warranty required it to remedy the defects in the subject vehicle.
- 49. Defendant failed to remedy the above-referenced warranted defects in the subject vehicle during the term of the subject warranty.
- 50. Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable number of attempts.
- 51. Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable period of time.
  - 52. Defendant has, therefore, breached its warranty to Plaintiff.
- Defendant's breach of warranty has directly and proximately caused Plaintiff's damages.
- 54. Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant as provided by Minnesota law, plus the reasonable legal fees and litigation costs incurred prosecuting this matter.

#### COUNT 5

## BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-314)

- 55. Plaintiff realleges Paragraphs 1 through 54 as though fully set forth herein
- 56. Defendant is a merchant with respect to the subject vehicle purchased by Plaintiff.
- 57. Included with Plaintiff's purchase of subject vehicle was an implied warranty of merchantability.
- 58. At the time of delivery, the subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.
- 59. At the time of delivery, the subject vehicle was not fit for the ordinary purpose for which such goods are used.
- 60. At the time of delivery, the subject vehicle was not of fair average quality within the contract description.
- 61. At the time of delivery, the subject vehicle did not run, within the variations permitted by the agreement, of even kind, quality and quantity.
- 62. At the time of delivery, the subject vehicle did not conform to the promises or affirmation of fact made on the container or label that accompanied its delivery to Plaintiff.
  - 63. Defendant did not effectively exclude said warranty of merchantability.
  - 64. Defendant did not effectively modify said warranty of merchantability
- 65. Defendant has therefore breached its implied warranty of merchantability to Plaintiff.
- 66. Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages from Defendant as provided by Minnesota law plus legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

# COUNT 6 REVOCATION OF ACCEPTANCE UNDER THE MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-608)

- 67. Plaintiff realleges Paragraphs 1 through 66 as though fully set forth herein.
- 68. Plaintiff reported the nonconformities outlined above to Defendant or Defendant's authorized repair dealership, during the term of the applicable warranties.
- 69. Plaintiff reported the nonconformities outline above to Defendant or Defendant's authorized repair dealership, within a reasonable time after discovering the same.
- 70. The nonconformities outlined above substantially impair the value of the subject vehicle.
- 71. Plaintiff was reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance.
- 72. Plaintiff was reasonably induced to accept the subject motor vehicle by Defendant's assurances that the subject vehicle conformed to its warranties.
- 73. Plaintiff provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle.
- 74. Notwithstanding Plaintiff providing Defendant with a reasonable number of opportunities to repair the subject vehicle, Defendant failed to seasonably cure the above-referenced nonconformities.
- 75. Plaintiff revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.
- 76. Plaintiff is therefore entitled to recover the full purchase price of the subject vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages, and legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant for actual and statutory damages, up to and including the amount of \$42,889.59, less the statutory use fee assessed by a jury, plus attorney fees and litigation costs, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

Date: 3/7/13

GADTKE & BRENNAN, P.A.

Todd E. Gadtke (#276704)
Daniel J. Brennan (#284646)
11284 – 86th Avenue North
Maple Grove, MN 55369

Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFF



#### **WEISBERG & MEYERS, LLC**

#### ATTORNEYS FOR CONSUMERS

(PLEASE DIRECT MAIL TO DUR CORPORATE OFFICE IN PHOENIX)
5025 NORTH CENTRAL AVE. #602
PHOENIX. ARIZONA 85012
WWW.ATTORNEYSFORCONSUMERS.COM
TOLL FREE NATIONWIDE 1-888-595-9111
866-565-1327 FACSIMILE

×. "

E-MAIL. DKURZ@ATTORNEYSFORCONSUMERS.COM

WRITER LICENSED IN: NEW YORK; TEXAS GEORGIA, NEW JERSEY AND WASHINGTON

July 25, 2012

Sent Via Certified Mail Tracking Number 7011 2970 0004 1713 5154

Cheric Liech
FORD MOTOR COMPANY
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126



Re: v. Ford Motor Company

Our Client: Johnny Estridge Your Client: Ford Motor Company

Vehicle: 2011 Ford F150 VIN:1FTFW1ET6BK

Our File Number: V120258TX03

Dear Sa/Madana

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Texas Deceptive Trade Practices Act, the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office, and further, please consider this letter an express and unequivocal revocation of any permission our client may have provided you to call them. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed, please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformatics that cause a substantial impairment of the use, value and/or safety of the vehicle

The primary non-conformities include but are not limited to:

- 1. Defective engine, and,
- Any additional complaints actually made, whether contained on your company's invoices or otherwise

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose and that you breached your warranties to our client. These acts caused harm for which our client intends to seek redress.

To avoid the need for litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including mental anguish and our client's attorneys' fees pursuant to the fee-shifting provisions of the Texas Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act and/or Lemon Law. The specific amount demanded herein for these damages totals \$52, 194.88. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

You are further hereby notified that should you force litigation, our client will seek treble damages against your company for its violations herein.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller for, 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 U.C.C § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification pursuant to T.C.A. § 17.505 and of our client's intent to pursue a claim pursuant to said statute. If you desire an inspection pursuant to said prevision, you are hereby directed to contact this office within sixty (60) days of the date of this letter. However, you are advised suit may be filed sixty-one (61) days after the

sending of this letter, and earlier should the same be necessary to avoid the running of the statute of limitations.

In conclusion, we believe that an expedient resolution of this matter will save all parties significant time, money and effort. To this end, although we believe the above demands are reasonable, our client is willing to consider a diminution in value settlement, or any other similar suggestions that would result in an equitable and amenable resolution. We thus encourage you to contact our office at your earliest convenience with such an offer. Should you fail to do so in a timely manner, we will assume you do not desire an amicable resolution, and will then file a claim in a court of law seeking all actual and exemplary damages available.

Best regards,

Dennis R. Kurz Attorney at Law

DK/tsa

07/19/2012 14:36:29

#### HISTORY LISTING

3030

------CUSTOMER NAME : SERIAL NO. : 1FTFW1ET6BK DUMINU NO. . ITTENTETODA ----

R.O DATE : 07/03/2012 R.O TYPE : S MILEAGE : 11724 ADVISOR NO. : 2615

OP. DESC. DRIVEABILITY

JOB NUMBER: 1 OPERATION 10FOZ OP. DESC. DRI SALE TYPE: W TECHNICIAN NO(S). 4945 COMPLAINT: ENGINE CUTTING OUT WHEN ACCELERATING AT TIMES

CAUSE : REFER TO TSB 12-6-4

CORRECTION : REPROGRAMMED PCM PER TSB 12-6-4 AND ROAD TEST 11 MILES.

VEHICLE WAS ALREADY EOUIPPED WITH THE CAC AIR DEFLECTOR

PER TSB.

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

120604A

JOB NUMBER : 2 OPERATION 02F0Z99P SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. INSPECTION REPORT

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY CORRECTION : COMPLETED COURTSEY INSPECTION

JOB NUMBER : 3 OPERATION 00FOZGBK SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. BRK INSPECTION

COMPLAINT : GREEN BRAKE CONDITION CAUSE : GREEN BRAKE CONDITION CORRECTION : GREEN BRAKE CONDITION

JOB NUMBER : 4 OPERATION OOFOZGTIRE OP. DESC. TIRE INSP SALE TYPE : C TECHNICIAN NO(S). 4945

COMPLAINT : GREEN TIRE CONDITION CAUSE : GREEN TIRE CONDITION CORRECTION : GREEN TIRE CONDITION

JOB NUMBER : 5 OPERATION OOFOZGBATT SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. GOOD BATTERY

COMMENTS : WAITER

R.O NO. : R.O DATE : 05/08/2012 R.O TYPE : S MILEAGE : 9521 ADVISOR NO. : 1186

JOB NUMBER : 1 OPERATION 02FOZ3K OP. DESC. OIL & FILTER SERVICE SALE TYPE : C TECHNICIAN NO(S). 4796
COMPLAINT : CHANGE OIL & FILTER, CHECK ALL FLUIDS, 19 POINT INSPECTION

CORRECTION : PERFORM 3K SERVICE

07/19/2012

#### HISTORY LISTING

3030

14:36:29

PAGE 2 

JOB NUMBER : 2 OPERATION 02F0Z99P SALE TYPE : C TECHNICIAN NO(S). 4796

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

JOB NUMBER: 3 OPERATION OOFOZGBATT

OP. DESC. GOOD BATTERY

OP. DESC. INSPECTION REPORT

SALE TYPE : C TECHNICIAN NO(S). 4796

JOB NUMBER : 4 OPERATION 00FOZGBK

OP. DESC. BRK INSPECTION

SALE TYPE : C TECHNICIAN NO(S). 4796

COMPLAINT : GREEN BRAKE CONDITION CAUSE : GREEN BRAKE CONDITION CORRECTION : GREEN BRAKE CONDITION

JOB NUMBER : 5 OPERATION OOFOZGTIRE OP. DESC. TIRE INSP

SALE TYPE : C TECHNICIAN NO(S). 4796

COMPLAINT : GREEN TIRE CONDITION CAUSE : GREEN TIRE CONDITION CORRECTION : GREEN TIRE CONDITION

OP. DESC. AIR FILTER

JOB NUMBER : 6 OPERATION OOFOZAFGOOD SALE TYPE : C TECHNICIAN NO(S). 4796

COMPLAINT : GOOD AIR FILTER : GOOD AIR FILTER CORRECTION : GOOD AIR FILTER

COMMENTS : WAITER

R.O NO. : R.O DATE : 05/02/2012 R.O TYPE : S MILEAGE : 9404 ADVISOR NO. : ADVISOR NO. : 3874

JOB NUMBER : 1 OPERATION 51F0Z01 OP. DESC. BODY ELECT CONCERN

SALE TYPE : W TECHNICIAN NO(S). 4945

COMPLAINT : CUSTOMER STATES HAD TO JUMP START VEHICLE THIS MORNING

CAUSE : BATTERY FAILED TEST.

CORRECTION : RAN EEC TEST CODE P068A RAN BATTERY TEST, BATTERY FAILED

REPLACED BATTERY & RAN CHARGING SYSTEM. VEHICLE CHARGING AT 14.2 VOLTS. DTC CODE 068JS UKBJ2 G16, ACCESS CODE XEAOE

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. 10654C1 10654C

JOB NUMBER : 2 OPERATION 10F0Z06 OP. DESC. CHECK ENGINE LIGHT SALE TYPE : W TECHNICIAN NO(S). 4945

COMPLAINT : CUSTOMER STATES CHECK ENGINE LIGHT ON AND VEHICLE BOGGING

DOWN WHEN ACCEL

CORRECTION : SEE JOB 1

07/19/2012 HISTORY LISTING 3030

14:36:29

PAGE 3

JOB NUMBER: 3 OPERATION 02F0Z99P OP. DESC. INSPECTION REPORT SALE TYPE: C TECHNICIAN NO(S). 4945

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

JOB NUMBER: 4 OPERATION 00FOZGBK OP. DESC. BRK INSPECTION SALE TYPE: C TECHNICIAN NO(S). 4945

COMPLAINT : GREEN BRAKE CONDITION CAUSE : GREEN BRAKE CONDITION CORRECTION : GREEN BRAKE CONDITION

JOB NUMBER : 5 OPERATION OOFOZGTIRE OP. DESC. TIRE INSP

SALE TYPE : C TECHNICIAN NO(S). 4945

COMPLAINT : GREEN TIRE CONDITION CAUSE : GREEN TIRE CONDITION CORRECTION : GREEN TIRE CONDITION

R.O NO. : R.O DATE : 03/28/2012 R.O TYPE : S MILEAGE : 8281 ADVISOR NO. : 3296

OP. DESC. ACCESSORIES

JOB NUMBER : 1 OPERATION 85FOZ SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : FORD REFUNDED PAYMENT

CAUSE : FORD TO REIMBURSE CUSTOMER A VEHICLE PAYMENT, CASE# 383240302

IN THE AMT OF \$697.44..

CORRECTION : AUTH# M07UZ

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

-----R.O NO. :

R.O DATE : 03/23/2012 R.O TYPE : S MILEAGE : 8281 ADVISOR NO. : 2615

JOB NUMBER : 1 OPERATION 10FOZ SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. DRIVEABILITY

COMPLAINT : CUTTING OUT WHEN ACCELERATING TO PASS

CORRECTION : ORDERED WASTEGATE SOLENOID

SALE TYPE : C TECHNICIAN NO(S). 4945

COMPLAINT : COMPLETED CONTENTS OF DESC. INSPECTION REPORT

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

PAGE 4 14:36:29 

COMMENTS : WAITER

R.O NO. : R.O DATE : 02/16/2012 R.O TYPE : S MILEAGE : 7182 ADVISOR NO. : : ADVISOR NO. : 2615

JOB NUMBER : 1 OPERATION 10FOZ SALE TYPE : W TECHNICIAN NO(S). 4945 OP. DESC. DRIVEABILITY

COMPLAINT : ENGINE LIGHT COMING ON AND VIBRATING WHEN ACCELERATING TO

PASS

CAUSE : TSB 12-2-10

CORRECTION : REPLACED CONVERTER AND REPROGRAMMED PCM PER TSB 12-2-10

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

120210B

JOB NUMBER : 2 OPERATION 02F0Z99P SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. INSPECTION REPORT

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

JOB NUMBER : 3 OPERATION OOFOZGBK OP. DESC. BRK INSPECTION

SALE TYPE : C TECHNICIAN NO(S). 9999

COMPLAINT : GREEN BRAKE CONDITION CAUSE : GREEN BRAKE CONDITION CORRECTION : GREEN BRAKE CONDITION

JOB NUMBER : 4 OPERATION OOFOZGTIRE OP. DESC. TIRE INSP

SALE TYPE : C TECHNICIAN NO(S). 9999

COMPLAINT : GREEN TIRE CONDITION CAUSE : GREEN TIRE CONDITION CORRECTION : GREEN TIRE CONDITION

JOB NUMBER : 5 OPERATION OOFOZGBATT OP. DESC. GOOD BATTERY

SALE TYPE : C TECHNICIAN NO(S). 9999

R.O DATE : 01/30/2012 R.O TYPE : S

MILEAGE: 6539 ADVISOR NO. : 2615

JOB NUMBER : 1 OPERATION 10FOZ SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. DRIVEABILITY

COMPLAINT : ENGINE LIGHT IS COMING ON, IDLING ROUGH AT TIMES, AND

VIBRATING SOMETIMES WHEN ACCELERATING TO PASS. CORRECTION : THIS CONCERN IS CURRENLTY BEING INVESTIGATED BY FORD

ENGINEERING. NO REPAIR AVAILABLE AT THIS TIME.

07/19/2012

#### HISTORY LISTING

3030

14:36:29 

JOB NUMBER : 2 OPERATION 02F0Z99P SALE TYPE : C TECHNICIAN NO(S). 4945 OP. DESC. INSPECTION REPORT

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY CORRECTION : COMPLETED COURTSEY INSPECTION

COMMENTS : WAITER

R.O NO. : R.O DATE : 01/23/2012 R.O TYPE : S MILEAGE : 5603 ADVISOR NO. : 2615

JOB NUMBER: 1 OPERATION 10FOZ SALE TYPE: C TECHNICIAN NO(S). 9967 OP. DESC. DRIVEABILITY

COMPLAINT : ENGINE IS FLUTTERING OR CUTTING OUT WHEN ACCELERATING TO

PASS ANOTHER VEHICLE. SEEMED WORSE AFTER IT RAINED YESTERDAY

CORRECTION : EEC TEST, NO CODES, COULD NOT DUPLICATE CONCERN, PROGRAMMED

PCM TO LATEST CALIBRATION, CHECKED AND TIGHTENED ALL CAC HOSES, AND ROAD TEST. ENGINE PERFORMES PROPERLY AT THIS

TIME.

JOB NUMBER : 2 OPERATION 70FOZ03 OP. DESC. RENTAL

SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : ENTERPRISE RENTAL CORRECTION : ENTERPRISE RENTAL

USE ESP RENTAL COUPON#241410010

ORIGINAL : ENTERPRISE RENTAL

CORRECTION

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. RC241410010

JOB NUMBER : 3 OPERATION 02F0Z99P OP. DESC. INSPECTION REPORT

SALE TYPE : C TECHNICIAN NO(S). 9967

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

R.O NO. : R.O DATE : 12/02/2011 R.O TYPE : S

MILEAGE : 2498 ADVISOR NO. : 2615

JOB NUMBER : 1 OPERATION 70F0Z03 OP. DESC. RENTAL

SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : ENTERPRISE RENTAL FROM RO 597747

CORRECTION : RENTAL

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

81/18/2012 12:36 5017787448

R.O DATE : 11/22/2011 R.O TYPE : S MILEAGE : 2498 ADVISOR NO. : 2615 R.O NO. :

JOB NUMBER : 1 OPERATION 10FOZ OP. DESC. DRIVEABILITY

SALE TYPE : W TECHNICIAN NO(S). 9967 9795

COMPLAINT : ENGINE LIGHT ON, FLUTTERING AND VIBRATING WHEN ACCELRATING

TO PASS SOMEONE.

CAUSE : PURGE CONTROL SOLENOID STUCK

CORRECTION : ROAD TEST, UNABLE TO DUPLICATE CONCERN, EEC TEST, RECEIVED

CODES P0306/P0299, PINPOINT TEST, FOUND NO CAC LEAKS OR CONCERNS WITH TURBO, SENT HOTLINE REQUEST, CHECKED AND FOUND

CLAIM NO.

OPERATION NO.

12650D22

OP. DESC. RENTAL

GROUND G105 GOOD, CHECKED PIDS, REPLACED STICKING PURGE CONTROL SOLENOID, PROGRAMMED PCM TO LATEST CALIBRATION AND

RETEST. ENGINE OPERATES PROPERLY AT THIS TIME

: NO PROBLEM FOUND. ROAD TEST VEHICLE 22 MILES AND COULD NOT ORIGINAL

CORRECTION DUPLICATE CUSTOMER CONCERN AT THIS TIME

WARRANTY : CLAIM NO.

12650D80 12650D45 12650D

OPERATION NO.

12650DX1

JOB NUMBER: 2 OPERATION 70FOZ03

SALE TYPE : W TECHNICIAN NO(S). 9999

COMPLAINT : ENTERPRISE RENTAL CORRECTION : ENTERPRISE TAP DAY

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

JOB NUMBER: 3 OPERATION 02F0Z99P OP. DESC. INSPECTION REPORT

SALE TYPE : C TECHNICIAN NO(S). 9967

COMPLAINT : COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

CORRECTION : COMPLETED COURTSEY INSPECTION

JOB NUMBER : 4 OPERATION OOFOZGBK OP. DESC. BRK INSPECTION

SALE TYPE : C TECHNICIAN NO(S). 9967

COMPLAINT : GREEN BRAKE CONDITION CAUSE : GREEN BRAKE CONDITION CORRECTION : GREEN BRAKE CONDITION

JOB NUMBER : 5 OPERATION OOFOZGTIRE OP. DESC. TIRE INSP

SALE TYPE : C TECHNICIAN NO(S). 9967

COMPLAINT : GREEN TIRE CONDITION CAUSE : GREEN TIRE CONDITION CORRECTION : GREEN TIRE CONDITION

LANDERS

Landers Anto Sales www.landers.com

#### Landers Ford Lincoln Mercury 19501 J-30 East

19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

CUSTOMER NO		T. LOWERS			CELI	
13117		BRANDON KENT	2615	8509	11/30/11	FOCS597747
		LABOR HATE LICENSE	NO MILE	2,436	COLOR	STOCK NO
		11/FORD TRUCK/F-1	L50/SUPERCE	REW 4X4 ST	DELIVERY DATE	DELIVERY MILES
BENTON, AR		1 F T F W 1 E T			SELLING DEALER NO.	PRODUCTION DATE
		FFE NO		-	11/22/11	REPRINT# 2
HESIDENCE PHONE	GUSINESS PHONE	COMMENTS	<del>1</del>		11/22/11	
JOB# 1 CHARGES						MO: 2498
ABOR					PLEASE	REMIT TO:
ENGINE LIG	HT ON, FLUTTERING AND VI	BRATING WHEN ACCELRATING			P.O. B	ox 1649
TO PASS SOI PURGE CONTI	ROL SOLENOLD STUCK				Benton,	AR 72018
ROAD TEST	INARIE TO DUDI TOATE COM	CERN, EEC TEST, RECEIVED				OF WARRANTIES
CONCERNS W	ITH TURBO, SENT HOTLINE F	REQUEST, CHECKED AND FOUR	ND		THIS PART(S) ARE	VARRANTIES APPLYING TO THOSE WHICH MAY BE
CONTROL SO	6/P0299, PINPOINT TEST. I ITH TURBO, SENT HOTLINE F 5 GOOD, CHECKED PIDS, REF LENOID, PROGRAMMED PCM TO GINE OPERATES PROPERLY AT	LATEST CALIBRATION AND			SELLING DEALER H	MANUFACTURER THE EREBY EXPRESSLY DIS-
(1)					OR IMPLIED, INCLUC	NTIES, EITHER EXPRESS DING ANY IMPLIED WAR- IANTABILITY OR FITNESS
1 BL3	BER	F - FUEL	TAL - PARTS	WARRANTY 0.00	FOR A PARTICULAR	PURPOSE AND NEITHER THORIZES ANY OTHER
MR# 1 TOTALS				0.00	PERSON TO ASSUME	E FOR IT ANY LIABILITY TH THE SALE OF THIS
OUD# I TOTALS		JOURNAL PREFIX FOCS JOE		0.00	PART(S) AND/OR S	ERVICE, BUYER SHALL TO RECOVER FROM THE
JOB# 2 CHARGES	JUD# 1 C	OURNAL PREFIX FUCS JU	5# 1 IUIAL	0.00	DAMAGES, DAMAGES	ANY CONSEQUENTIAL S TO PROPERTY, DAM-
ABOR		A Maria Maria Maria Santana and an an and an	NOT THE RESERVE TO TH	SANNOLONIA DECISIONA	LOSS OF PROFIT	OR INCOME, OR ANY
ENTERPRISE	RENTAL	SOMEONE STREET,		CONTRACTOR DESCRIPTIONS	NOT RESPONSIBLE FO	DR LOSS OR DAMAGE TO
SUBLETVE	END INV#-INV.DATE-DESCRIP	TION			CARS OR ARTICLES L	EFT IN CARS IN CASE OF
29931	11/23/11 1 DAY R	ENTAL TO	TAL - SUBLET	WARRANTY 0.00	FIRE, THEFT OR ANY D' CONTROL.	THER CAUSE BEYOND OUR
30B# 2 TOTALS		******************	•••		ENVIRONMENTAL C	COMPLIANCE CHARGE
SOUPPERS AND HER EVENOUELY	J08# 2 J	JOURNAL PREFIX FOCS JOE	3# 2 TOTAL	0.00	involves the use of ch	aring your car inevitably remicals and generation of caustics, lead, asbestos,
					atc.) that must be stone	ed, managed and disposed with federal, slate and local
			design and the fi	12 (20) (mile)	environmental regulation	ns. We support these req-
LANDERS FOR	COMPLIMENTARY MULTI-POINT RD LINCOLN MERCURY	INSPECTION			ronnient for everyone	ure a saler, healthier envi- Complying with these reg-
COMPLETED C	COURTSEY INSPECTION				increased costs simply in	cost of service. Ordinarily, esult in an increased hourly
JOB# 3 TOTALS		***************************************	400 L)		of raising its labor rate.	ership has Jecided in fieu to list a compliance charge
JOB# 4 CHARGES	J0B# 3 J	OURNAL PREFIX FOCS JOB	# 3 TOTAL			bills because we helieve e interested to know they
ABOR					LACKNOWLEDGE RECI	EIPT OF THE PARTS AND
Added Operation (61BKEN	π @ 11/23/2011 10:12)				LABOR LISTED	
GREEN BRAKE GREEN BRAKE	CONDITION	979			XCOSTONE	IN SIGNATURE
GREEN BRAKE		***			Than	le You!
3						RECIATE
PAGE 1 OF 2	CUSTOMER COPY	CONTINUED	ON NEXT DAGE!	02:46pm		RUC
PAGE 1 OF 2	COSTOMER COPT	CONTINUED	ON NEXT PAGE]	UZ.40pill	BUS	INESS 9F840486 Q (01/07)

Lunders Auto Sales www.landers.com

Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

				CELL TWVOICE DAYE	
13117	BRANDON KEN	r 2615	B497	11/23/11	FOCS597747
	LARCH RATE	LICENSE NO. M	2,436	COLOR	STOCK NO.
	11/FORD TRUE	CK/F-150/SUPERC		DELIVERY DATE	DELIVERY MILES
BENTON, AR	VEHICLE I D. NO.	1 E T 6 B K	NEW IXT ST	SELLING DEALER NO.	PRODUCTION DATE
	E LE I L M 1	PO.MO		A.O CATE	
UESTOCKICE PHONE BUSINESS PHONE	COMMENTS	L		11/22/11	
					MO: 2436
JOB# 1 CHARGES				PLEASE	REMIT TO:
ENGINE LIGHT ON, FLUTTERING AN	D VIRDATING LINEN ACCE	L DATING	6 / S.	P.O. B	ox 1649
TO PASS SOMEONE. NO PROBLEM FOUND. ROAD TEST VE DUPLICATE CUSTOMER CONCERN AT	HICLE 22 MILES AND CO			Benton,	AR 72018
JOB# 1 TOTALS				AS IS - THE ONLY W	OF WARRANTIES VARRANTIES APPLYING TO
	1 JOURNAL PREFIX F		0.00	OFFERED BY THE	THOSE WHICH MAY BE MANUFACTURER THE
JOB# 2 CHARGES	1 GODINAL FILETA	OCS COOM I TOTAL		CLAIMS ALL WARRAS	EREBY EXPRESSLY DIS- NTIES, EITHER EXPRESS
LABOR -	SOME VALUE THE HELP THE COURT OF THE	A CANADA CONTRACTOR OF CONTRACTOR	evertelen orthodox	RANTIES OF MERCH	DING ANY IMPLIED WAR- IANTABILITY OR FITNESS
ENTERPRISE RENTAL	AMERICA DE CAMPONE DE		ACCOUNT NAMED IN	ASSUMES NOR AU	PURPOSE, AND NEITHER THORIZES ANY OTHER
JOB# 2 TOTALS				IN CONNECTION WI	E FOR IT ANY LIABILITY TH THE SALE OF THIS
Transmitted	2 JOURNAL PREFIX F		0.00	NOT BE ENTITLED	ERVICE BUYER SHALL TO RECOVER FROM THE
JOB# 3 CHARGES				DAMAGES, DAMAGES	ANY CONSEQUENTIAL S TO PROPERTY, DAM-
ABOR-		POWER CONTRACTOR CONTR			F USE, LOSS OF TIME. OR INCOME, OR ANY
COMPLETED COMPLIMENTARY MULTI-	POINT INSPECTION	ORDAN CHRONICK MARKET	Right Company of the		OR LOSS OR DAMAGE TO
LANDERS FORD LINCOLN MERCURY COMPLETED COURTSEY INSPECTION					EFT IN CARS IN CASE OF
JOB# 3 TOTALS				CONTROL	THEH CAUSE BEYOND OUR
JOB#	3 JOURNAL PREFIX F	OCS JOB# 3 TOTAL	0.00	ENVIRONMENTAL (	COMPLIANCE CHARGE
DOB# 4 CHARGES				involves the use of ch	airing your car inevitably beinicals and generation of
ABOR				otc.) that must be ston	caustics, lead, asbestos, red. managed and disposed
Added Operation (618KENT @ 11/23/2011 10:1	2)		EMSEASON FI	onvironmental regulation	with federal, state and focal ns. We support these reg-
GREEN BRAKE CONDITION GREEN BRAKE CONDITION				because they help ens-	eve our customers do too lure a safer, healthier envi-
GREEN BRAKE CONDITION				ulations increases the	Complying with these rag- cost of service. Ordinarily,
DOB# 4 TOTALS				labor charge. This deal	result in an increased houny tership has decided in four
JOB# 5 CHARGES JOB#	4 JOURNAL PREFIX F	OCS JOB# 4 TOTAL	0.00	on appropriate service	to let a compliance charge bits because we ballieve
DOMESTO - AND				our customers would be are helping to pay for a ci-	be interested to know they leaner environment.
	HAZIMANIA TONI			I ACKNOWLEDGE REC	EIPT OF THE PARTS AND
Added Operation (61BKENT @ 11/23/2011 10:13 GREEN TIRE CONDITION	2)				
GREEN TIRE CONDITION GREEN TIRE CONDITION				X	EA SIGNATURE
CHEET TITE OF THE				Than	le You!
					PRECIATE
	e de la companie de l		a practical	YC	OUR
PAGE 1 OF 2 CUSTOMER COP	Y (CO	NTINUED ON NEXT PAGE	10:12am	BUS	INESS 95640458 Q (01/07)

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#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

COMMPRES	13117	BRANDON	KENT	2615	TAG NO BO	41	01/23/12	F0C\$599499
		CIBOR HATE	UCENSE N	9		5,594	COLOH	STOCK NO.
		AN MARE IN	Tel.	FO (CUREN			(X:LIVERY DATE	DELIVERY MILES
BENTON, A	AR	-1407011 00	TRUCK/F-1		CREW 4	X4 S1	SELLING DEALER NO	INCODUCTION DATE
		1 F T F	W1ET	6 B K				
				I'M NO			01/23/12	
3.4	HANNESS PRINE	CHARACT						MO: 5603
JOB# 1 CHARG	¥\$	<del></del>						
LABOR J# 1 10F0Z	DRIVEABILITY  ENGINE IS FLUTTERING OR CUTTING PASS ANOTHER VEHICLE. SEEMED WO EEC TEST, NO CODES, COULD NOT D PCM TO LATEST CALIBRATION, CHEC HOSES, AND ROAD TEST. ENGINE PE TIME.	OUT WHEN ACCEL RSE AFTER IT RA UPLICATE CONCER KED AND TIGHTEN	H(S):9967 ERATING TO INED YESTERDA N. PROGRAMMED ED ALL CAC	Y	Z. 10-12	0.00	P.O. B Benton, DISCLAIMER AS IS THE ONLY W	REMIT TO: ox 1649 AR 72018 OF WARRANTIES GARRANTIES APPLYING FO THOSE WHIGH MAY HE
JOB# 1 TOTAL	.S						OFFERED BY THE	MANUFACTURER THE
JOB# 2 CHARG	GESJOB#	1 JOURNAL PREF	IX FOCS JOE	# 1 TOTAL		0.00	CLAIMS ALL WAREAR OR IMPLIED, INCLUE RANTIES OF MERCH	NTIES, EITHER EXPRESS BING ANY IMPLIED WAR- ANTABILITY OR FITNESS PURPOSE, AND MEITHER
	RENTAL ENTERPRISE RENTAL ENTERPRISE RENTAL			inga	<b> </b>	RRANTY	PERSON TO ASSUME IN CONNECTION WI PART(S) AND/OR S NOT BE ENTITIED 1	THORIZES ANY OTHER E FOR IT ANY CABILITY THE THE SALE OF THIS ERVICE, BUYER SHALL TO RECOVER FROM THE
JOB# 2 TOTAL	S			••			DAMAGES, DAMAGES	ANY CONSEQUENTIAL TO PROPERTY DAM
100# 2 CHADO	job#	2 JOURNAL PREF	IX FOCS JOB	# 2 TOTAL		0.00		OF INCOME. OF ANY
							And the state of t	OR LOSS OR DAMAGE FO
	INSPECTION REPORT COMPLETED COMPLIMENTARY MULTI-P LANDERS FORD LINCOLN MERCURY COMPLETED COURTSEY INSPECTION			PLOT OF THE	Zinaka.	K01.0025		EFT IN CARS IN CASE OF THER CAUSE BEYOND OUF
			47					COMPLIANCE CHARGE
J08# 3 TOTAL	S					marrerso I	involves the use of ch	remicals and generation of
,50	.30B#	3 JOURNAL PREF	IX FOCS JOB	# 3 TOTAL		0.00	etc.) that must be into of in smich compliance of in smich compliance on working many and also believed as the second of the smich second of the s	caustics, fead, isstestos ed, managed and disposes ed, managed and disposes sit with hidderal state and local sit. We support these legisters our austroners do tour a safer, coather environmentally man thase legistest of service Ordinarily essibly in an increased troutly ership has decoded in her to sit a compliance strange bills because we harmow entire the interested to know they earier anymoment.
							X	R SIGNATURE
							Maria	k You!
34.0							WE APP	PRECIATE
PAGE 1 OF 2	CUSTOMER COPY		CONTINUED	ON NEXT PAGE	E] 11:28	sam	BUS	INESS 85640486 Q (01/07



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Carders Auto Rates Everylanders.com

#### Landers Ford Lincoln Mercury 19501 I-30 East

19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

				CELI	-:
13117	BRANDO	N KENT	2615 TAG NO	03/09/12	F0CS600142
	LABOR PATE	PERSENO.	MIFAGE 7,1	65 FOLUR	STOCK NO.
1	11/FOR	D"TRUCK/F-150/	SUPERCREW 4X4	ST DECIVERY DATE	DELIVERY MILES
BENTON, AR	1"7"	FW1ET6B	K	CELLING DEALER NO	PRODUCTION DATE
	FTE 743		PO 80	02/16/12	
Face	SIESS PADRIE 12 IMMENTS			02, 20, 22	MO: 7182
JOB# 1 CHARGES		*************	************		MO. 7102
PASS TSB 12-2-10	LETY: ING ON AND VIBRATING WHEN ACC ER AND REPROGRAMMED PCM PER	CELERATING TO	WARAN	P.O. B Benton,	REMIT TO: ox 1649 AR 72018
	S440 NUT - ADJUSTIN	TOTAL -	WARRAN	AS IS - THE ONLY WITHIS PART(S) ARE OFFERED BY THE SELLING DEALER H CLAIMS ALL WARRAI	OF WARRANTIES WARRANTIES APPLYING TO THOSE WHICH MAY BE MANUFACTURER. THE EREBY EXPRESSLY DIS- NT:ES EITHER EXPRESS
JOB# 1 TOTALS				RANTIES OF MERCH	DING ANY IMPLIED WAR- IANTABILITY OR FITNESS PURPOSE, AND NEITHER
JOB# 2 CHARGES	JOB# 1 JOURNAL PRI	EFIX FOCS JOB# 1	TOTAL 0.0	ASSUMES NOR AU PERSON TO ASSUME	THORIZES ANY OTHER E FOR IT ANY LIABILITY THE SALE OF THIS
J# 2 02F02998 INSPECTION INSPECTION COMPLETED COMPLETE COMPLETE COURTS OF COMPLETED COURTS OF COMPLETE COURTS OF CO	MENTARY MULTI-POINT INSPECTION COLN MERCURY EY INSPECTION	ON .	1996年1月1日 - 1996年 - 19	DAMAGES DAMAGES AGES FOR LOSS O	FO RECOVER FROM THE ANY CONSEQUENTIAL STO PROPERTY DAME LOSS OF TIME OR INCOME. OR ANY MAGES.
JOB# 3 CHARGES	JOB# 2 JOURNAL PRE	EFIX FOCS JOB# 2	TOTAL 0.0	CARS OF ARTICLES L	OR LOSS OR DAMAGE TO EFT IN CARS IN CASE OF THER CAUSE BEYOND OUR
LABOR  J#3+00FDZGBK BRK INSPE Added Operation (618KENT 0 0 GREEN BRAKE CONDI GREEN BRAKE CONDI GREEN BRAKE CONDI	CTION TE 3/09/2012 13:18) ITION ITION	ECH(S):19995	O.	CONTROL.  ENVIRONMENTAL C Maintaining and repa involves the use of the wastes (solvents, oils, etc.) that must be store	COMPLIANCE CHARGE using your car inevitably remicals and generation of caustics, had aspostos as managed and disposed with federal, state and local
JOB# 3 TOTALS				environmental regulation	ns. We support these req- eve- our customers do too
JOB# 4 CHARGES	JOB# 3 JOURNAL PRE	FIX FOCS JOB# 3	TOTAL 0.0	because they help ons reciment for everyone.	ure a sater, healtheir anyi- Complying with these reg- rost at service. Ordinanty
ABOR.  Added Operation (618KENT @ 03 GREEN TIRE CONDIT GREEN TIRE CONDIT GREEN TIRE CONDIT	3/09/2012 13:18) FION FION	-CH(S) ! 9999		dator charge. This ited of raising its labor rate on appropriate service our customers would it are helping to pay for a of I ACKNOWLEDGE REC	result in an increased nourly leasning has decided in lear to list a compliance change bilds because we believe be interested to know they leaner environment. GIPT OF THE PARTS AND
JOB# 4 TOTALS				LABOR LISTED	n a
JOB# 5 CHARGES	JOB# 4 JOURNAL PRE	FIX FOCS JOB# 4	TOTAL 0.0	O CUSTOME	ER SIGNATURE
LABOR				WE APP	RECIATE
PAGE 1 OF 2	CUSTOMER COPY	(CONTINUED ON NE	EXT PAGE) 01:19pm	100	INESS SPEROMES (DIAD)

### LANDERS

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#### Landers Ford Lincoln Mercury 19501 1-30 East Benton, Arkansas 72015 (501) 315-4700

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13117	BRANDON KENT	2615	B921	01/30/12	FOCS 599684
	LABORDAIE (CET	3.83	6,539	YUCOA	STOCK NO.
	11/FORD TRUCK/F	-150/SUPERC		DELIVERY DATE	DELIVERY MILES
BENTON, AR	1 FTFW1E			SELLING DEALER NO	PRODUCTION DATE
	(F (x)	PC) 283		01/30/12	
A SAME TO SECURITY CONSTRUCTION	L. Britleviol		MEANINE CONTRACTOR		MO: 6539
JOB# 1 CHARGES					
LABOR				And a serious particular and the	REMIT TO:
ENGINE LIGHT IS COMING ON	I, IDLING ROUGH AT TIMES, AND	# 140 DTA	0.00	P.O. B	ox 1649
VIBRATING SOMETIMES WHEN	ACCELERATING TO PASS.  BEING INVESTIGATED BY FORD			Benton,	AR 72018
JOB# 1 TOTALS					OF WARRANTIES VARRANTIES APPLYING TO
JOB# 1 TOTALS	OSSA				THOSE WHICH MAY HE MANUFACTURER, THE
JOB# 2 CHARGES	JOB# 1 JOURNAL PREFIX FOCS	J08# 1 TOTAL	0.00	SELLING DEALER HI	EREBY EXPRESSLY DIS- NIES, EITHER EXPRESS
LABOR				RANTIES OF MERCH	DING ANY IMPLIED WAR- HANTABILITY OR FITNESS
LABOR  J# 2 02F0Z99P  INSPECTION REPORT COMPLETED COMPLIMENTARY M LAMBES FORD LINCOLN MEDI	TECH(S):4945	Address of the section	0.00		PUMPOSE, AND NEITHER ITHORIZES ANY OTHER
LANDERS FORD LINCOLN MERO COMPLETED COURTSEY INSPEC	OIN 1				E FOR IT ANY LIABILITY THE THE SALE OF THIS
					ERVICE, BUYER SHALL TO RECOVER FROM THE
JOB# 2 TOTALS					ANY CONSEQUENTIAL S TO PROPERTY, DAM-
	JOB# 2 JOURNAL PREFIX FOCS		0.00	AGES FOR LOSS OF	F USE, LOSS OF TIME OR INCOME, OR ANY
COMMENTS				OTHER INCIDENTAL DA	AMAGES.
				A CONTRACTOR OF THE PROPERTY O	OR LOSS OR DAMAGE TO EFT IN CARS IN CASE OF
101ALS					THER CAUSE BEYOND OUR
*	* 10	ITAL LABOR ITAL PARTS	0.00	CONTROL.	
* [] CASH [] CHECK CK NO. [	1 * 10	TAL SUBLET	0.00	Maintaining and repa	COMPLIANCE CHARGE arring your car inevitably
* [] VISA [] MASTERCARD [] D	ISCOVER * TO	ITAL MISC CHG.	0.00	wastes (solvents, oils,	nemicals and generation of caustics, lead, habestos.
* [] AMER XPRESS [] OTHER []	CHARGE *	TAL TAX	0.00	of in strict compliance	red managed and disposed with foderal, state and local
* *************		TAL INVOICE	0.00		ns. We support these reg-
THANK YOU FOR CHOOSING LANDERS FORD LI OUR GOAL TO SEE THAT YOU ARE COMPLETEL					cure a tater, hearthier unvi- Complying with these reg-
SERVICE YOU RECEIVED. IF YOU ARE NOT	COMPLETELY SATISFIED.			ulations increases the	cost of service Ordinarity, result in an increased hourly
PLEASE CONTACT YOUR SERVICE ADVISOR OR	SERVICE HAVAGER.			labor charge. This deal	tership has decided in lieu to hist a compliance charge
i				on appropriate service	bills because we delieve on interested to know they
				are helping to pay for a cl	leaner govironment
CUSTOMER SIGNATURE				LABOR LISTED	SEPT OF THE PARTS AND
				X	er skaladae
				Than	k You!
				f sandile militer	PRECIATE
	n annu		00.40		RUC
PAGE 1 OF 1 · CUSTOME	R COPY [ E	END OF INVOICE ]	09:42am	BUS	INESS SPENDING Q (01/07)



Limiturs Auto Sales Sww.janners.com

Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

CUSIOMERNO	Tapvisor		TAC	I NO	CELI	
13117	DENNIS PO		3874	986	05/03/12	FOCS 602382
	A CONTRACTOR OF THE PARTY OF TH	CCERSE NO	MICEA	9,396	/	
	11/FORD T	RUCK/F-150/S	UPERCRI	EW 4X4 ST	DELIVERY ONTE	DELIVERY MILES
BENTON, AR	20 000 E 10 20				SELLING DEALER NO.	PRODUCTION DATE
	T F I F V	1 E T 6 B	P0 10.	esastak anderse	05/02/12	
	CASEMENTS				05/02/12	REPRINT# 1
	Processing Contract					мо: 9404
JOB# 1 CHARGES						
LABOR- J# 1 51F0Z01 BODY ELECT CONCERN CUSTOMER STATES HAD TO JUMP ST RAN EEC TEST CODE POSAS RAN BA REPLACED BATTERY & RAN CHARGIN AT 14.2 VOLTS. DTC CODE 068JS	ART VEHICLE THIS M TTERY TEST, BATTER G SYSTEM. VEHICLE	ORNING Y FAILED CHARGING	i joj (gražena	WARRANTY	P.O. B Benton,	REMIT TO: ox 1649 AR 72018
	TTERY RE RETURN	TOTAL -		WARRANTY WARRANTY 0.00	AS IS - THE ONLY VITHIS PART(S) ARE OFFERED BY THE SELLING DEALER H CLAIMS ALL WARRAL OR IMPLIED, INCLUDING	VARRANTIES APPLYING TO THOSE WHICH MAY BE MANUFACTURER. THE ERBRY EXPRESSLY DIS NTIES, BITHER EXPRESS BING ANY IMPLIED WAR.
TOTAL TO SELECT AND ALL AND AN	1 JOURNAL PREFIX		TOTAL	0.00	FOR A PARTICULAR ASSUMES NOR AU PERSON TO ASSUMI	ANTABILITY OR FITNESS PURPOSE AND MEITHER THORIZES ANY OTHER E FOR IT ANY LIABILITY THE SALE OF THIS
CHECK ENGINE LIGHT CUSTOMER STATES CHECK ENGINE L DOWN WHEN ACCEL SEE JOB 1	IGHT ON AND VEHICL	E BOGGING		e warraning	SELLING DEALER DAMAGES, DAMAGES AGES FOR LOSS O LOSS OF PROFIT, OTHER INCIDENTAL DA NOT RESPONSIBLE FO	OR LCSS OR DAMAGE TO
JOB# 3 CHARGES	2 JOURNAL PREFIX	FOCS JOB# 2	TOTAL	0.00		EFT IN CARS IN CASE OF THER CAUSE BEYOND OUR
LABOR  J# 3 02F0Z99PT INSPECTION REPORT:  COMPLETED COMPLIMENTARY MULTI- LANDERS FORD LINCOLN MERCURY COMPLETED COURTSEY INSPECTION	TECH(:	S):494 <del>5</del>	中級代	0:00	ENVIRONMENTAL ( Maintaining and repair involves the use of ot  wastes (solvents, oils,  etc.) that must be store	COMPLIANCE CHARGE ining your par nevitable nemicals and generation of caustics, lead, isbestos of, managed and disposor
JOB# 3 TOTALS						with federal, state and focal is We support these ray
JOB# 4 CHARGES JOB#	3 JOURNAL PREFIX	FOCS JOB# 3	TOTAL	0.00	because they lield ensironment for everyone.	evel our customers do too ure a saler, healthier ouvi- Chinplying with these req- cost of service. Octinarity
ABOR-  # 4400F0ZGBIC BRW INSPECTION  Added Operation (61RMADSWORTH @ 05/03/2012  GREEN BRAKE CONDITION  GREEN BRAKE CONDITION  GREEN BRAKE CONDITION		5):4946		诗·模求 <b>01003</b>	labor charge. This deal of raraing its labor rate, on appropriate service our customers would be are helping to pay for a co	
JOB# 4 TOTALS				ģ	LABOR LISTED	EIPT OF THE PARTS AND
	4 JOURNAL PREFIX	FOCS JOB# 4	TOTAL	0.00	X	A SCHATURE
					7/-	6 111
LABOR	••••••				WE API	RECIATE
PAGE 1 OF 2 CUSTOMER COP	r i	CONTINUED ON NE	XT PAGE]	02:32pm		INESS BEBLOUGE O (DIADE)



canders Acto Sales www.landers.com

### Landers Ford Lincoln Mercury

19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

CUSTOMER NO	LADVISOR		LIA	5 60 )	OWNER DATE CELL	
13117	Control Description	ENT	2615			F0C5604123
		is, cease ry	, john	11,724		1
	11/FORD T		50/SUPERCR			Caperwing 18
BENTON, AR	DEPROLE TO NO.		192	CR. HAT. JI	SELENG DEALERING	Ä.
	1 F T F	N 1 E T	6_B K	40.1	14 () 7 A)F	
	COMMENCS				07/03/12	1
-						MO; 11724
JOB# 1 CHARGES					DIENCE	REMIT TO:
LABOR	TECH	C).ADAE	San National Inch	WADDANTY		
ENGINE CUTTING OUT WHEN ACCEL	ERATING AT TIMES	5):4343 +	2, 3, 9, 1, 1, 2, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	MARCIONIETT		ox 1649
REFER TO TSB 12-6-4 REPROGRAMMED PCM PER TSB 12-6	-4 AND ROAD TEST 13	MILES.			Benton,	AR 72018
VEHICLE WAS ALREADY EQUIPPED PER TSB.	WITH THE CAC AIR DE	FLECTOR				OF WARRANTIES
JOB# 1 TOTALS				1	THIS PART(S) ARE	ARRANTIES APPLYING TO THOSE WHICH MAY JE
ROTE A DESCRIPTION					SELLING DEALER HE	MANUFACTURER THE TREBY EXPRESSLY DIS-
JOB# 2 CHARGESJOB	1 JOURNAL PREFIX	FOCS JO	3# 1 TOTAL	0.00	OR IMPLIED, INCLUD	ITIES EITHER EXPRESS ING ANY IMPLIED MAR-
POSITION III SEE THE SECOND SE					FOR A PAHTICULAR I	ANTABILITY OR FITNESS PURPOSE AND REITHER
LABOR  J# 2 02F0Z99P INSPECTION REPORT  COMPLETED COMPLIMENTARY MULTI  COMPLETED COMPLIMENTARY MULTI	TECH(	S):4945	1.00	0.00	PERSON TO ASSUME	THORIZES WY DIHER
LANDERS FURD LINCULN MERCURT						THE SALE OF THIS EAVICE, SUVER SHALL
COMPLETED COURTSEY INSPECTION					NOT BE ENTITLED I	O RECOVER FROM THE
JOB# 2 TOTALS					DAMAGES, DAMAGES	TO PROPERTY DAM-
JOB# 3 CHARGES JOB	2 JOURNAL PREFIX	FOCS JO	3# 2 TOTAL	0.00		OR NOOME OR ANY
JUB# 3 CHARGES						OR LOSS OR DAMAGE TO
ABOR JA 3400FOZOBK BRK INSPECTION	TECHO	S)-4945		0.00		EFT IN CARS IN CASE OF
Added Operation (61BKENT @ 07/03/2012 08:	16)	07.1010				THER CAUSE BEYOND OUR
GREEN BRAKE CONDITION GREEN BRAKE CONDITION					ENVIRONMENTAL O	OMPLIANCE CHARGE
GREEN BRAKE CONDITION					Maintaining and repair	ining your car mevitably amicals and generation of
JOB# 3 TOTALS					wastes (solvents oils.	auslics, feat, asbestus, et, managed and disposed
JOB# 4 CHARGES JOB	3 JOURNAL PREFIX	FOCS JOE	# 3 TOTAL	0.00	of in strict compliance .	with reclaimed, state and local
JUDIF 4 CHARGES					ulations and also belief	is 'Me support thuse raq- se aut customers do too
ABOR JA 4-00FOZGTIRE	CALLES AS TECH	5) 4945	The Landson of	0.00	ronment for averyone	ara a latter, healthier envi- Complying with thesa eng-
Added Operation (61BKENT @ 07/03/2012 08:0	(6)					cost of service. Gromanly, esult in in increased hourly
GREEN TIRE CONDITION GREEN TIRE CONDITION GREEN TIRE CONDITION						ership has recided in hear to list a compliance charge
						rolls toxiguse we heliova e interested to know they
XOB# 4 TOTALS	•••••		Airs.		are helping to pay for a ch	eader Arvironmedt.
JOB# 5 CHARGES	4 JOURNAL PREFIX	FOCS JOE	# 4 TOTAL		LABOR LISTED	EIPT OF THE PARTS AND
					x	
ABOR # 5+00E0ZGBATT BOOD BATTERY dded Operation (61BKENT @ 07/03/2012 08:0	TECH(	5):4945	. Original Artist	1	1/ETCME	le You!
				1		RECIATE
				1		DUA
PAGE 1 OF 2 CUSTOMER COR	Υ	CONTINUED	ON NEXT PAGE	08:08am	3US	INESS SP840488 Q (01/97)

SEP 13, 2012 R/O CLOSE OUT

Landers Ford LM PORT 5045 3651

х.	R/O NO.	- Linear			TY	PE SEF	RVIC	E		111.		
1.	CUSTOMER						4 PR PR PR			12. 13. 14.	TIME IN	08:50am
	PHONE (B)	BEN	OTV	N A	R		PHÓN	E(H)		15.	TIME PR	06:00pm
2.	SERIAL#	1F.	rfW	 1ET	6B			PROD DT		17. 18. 19.	MI I/O PO NO.	13310/13620
	DESC.			150		11.				20. 21.	RECOMME JRNL PF	IN
3.	JOBS (J#) STATUS	l F	2 F	3 F	4 F					22.		
	LABOR							0.00		0.0		0.00
100	PARTS							0.00		656.6		0.00
7.117	SUBLET G.O.G.							0.00		123.8		0.00
7. 8	MISC							0.00		0.0	10H	0.00
9.	47.19E-17.07							0.00		0.0		0.00
0.	EST \$ [			1	Т	OTALS	IC1	0.00	[W]	780.4		0.00

(S=SAVE) (I=INVOICE) (CR=CONS REACH) (W=CLAIMS) (A=ACCEPT PAYMENT) (TAB)

25 DAYS OUT OF SUC TOTAL All REPAIRS SEP 13, 2012 COMPLAINT CAUSE AND CORRECTION Landers Ford LM PORT 5045 3651

JOB#: 1 OPERATION: 10FOZ DESCRIPTION: DRIVEABILITY 1. COMPLAINT: ENGINE CUTTING OUT WHEN ACCELERATING AFTER CRUISING FOR AN EXTENDED PERIOD OF TIME. WORSE WHEN IT IS RAINING OUTSIDE.

2. CAUSE : L/H TURBO EXCESSIVE OIL LEAKING TO CHARGE AIR COOLER

3. CORRECTION: FORD ENGINEER ROAD TESTED VEHICLE, REMOVED INNER COOLER TUBE TO INSPECT FOR WATER AND OIL IN CAC, REPLACED L/H TURBO DUE TO EXCESSIVE OIL LEAKAGE INTO CAC, AND RETEST. ENGINE OPERATES PROPERLY AT THIS TIME

(E=ENTER) (LINE#) (M#=MORE LINES)

LANDERS

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#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

# FOCS597747

1⊈0 <b>#</b>			9000000		ÇELL	
CUSTOMER NO. 13117	BRANDON KEN	Tour recommendation of the same	2615 TAG N		11/30/11	FOCS597747
	LABOR PLATE	LICENBE NO.	MILENGE	2,436	POJOR	STOCK NO.
	YEAR/MAKE/MODEL	W/= 150/6	· · · · · · · · · · · · · · · · · · ·		DELIVERY DATE	DELIVERY MILES
BENTON, AR	11/FORD TRUC	K/F-150/5	OPERCRE		SELUNG DEALER NO.	PRODUCTION DATE
	1 FTFW 1					
į į	F. T. E. NO.		P. O. NO.		11/22/11	REPRINT# 2
	COMMENTS					MO: 2498
JOB# 1 CHARGES						F WARRANTIES
LABOR  ENGINE LIGHT ON, FLUTTERING AND VIE TO PASS SOMEONE.  PURGE CONTROL SOLENOID STUCK  ROAD TEST, UNABLE TO DUPLICATE COM CODES P0306/P0299, PINPOINT TEST, I CONCERNS WITH TURBO, SENT HOTLINE I GROUND G105 GOOD, CHECKED PIDS, REI CONTROL SOLEMOID, PROGRAMMED POM TI RETEST. ENGINE OPERATES PROPERLY A'  PARTS	RATING WHEN ACCE CERN, EEC TEST, R COUND NO CAC LEAK REQUEST, CHECKED PLACED STICKING P LATEST CALIBRAT THIS TIME PTION	9795-9967 LRATING ECEIVED S OR AND FOUND URGE ION AND	PRICE-		THIS PART(S) ARE THE OFFERED BY THE MAN ING DEALER HEREBY ALL WARRANTIES. E IMPLIED, INCLUDING AN OF MERCHANTABILITY OF TIGULAR PURPOSE, AF NOR AUTHORIZES AN YOR AUTHORIZES AN YOR. BUYER SHALL INCOVER FROM THE CONSEQUENTIAL DAN PROPERTY, DAMAGES FOF TIME, LOSS OF PROF	ITHER EXPRESS OR Y IMPLIED WARRANTIES OR FITNESS FOR A PARTON NEITHER ASSUMES OF OTHER PERSON TO ABILITY IN CONNECTION IS PART(S) AND/OH SER-NOT BE ENTITLED TO SELLING DEALER ANY OOR LOSS OF USE, LOSS
JOB# 1 TOTALS	· · · · · · · · · · · · · · · · · · ·	•••••			OTHER INCIDENTAL DAM	
JOB# 1.	OURNAL PREFIX F	OCS JOB# 1	TOTAL	0.00		T IN CARS IN CASE OF
JOB# 2 CHARGES	•••••				B 보통 경기 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :	OTHER CAUSE BEYOND
LABOR	MANUAL TIPLE TO THE PROPERTY OF THE	managan garagan an	The state of the s	MOVED WATER TO SERVE THE S	OUR CONTROL.	
SUBLET PO# VEND INV# INV. DATE-DESCRIF 29931 11/23/11 1 DAY F	TION	TOTAL ·	SUBLET	WARRANTY 0.00 0.00	Maintaining and repair involves the use of cher wastes (solvents, olla cruc.) that must be stored of in strict compliance will environmental regulations utations and also believe because they help onsur norment for everyone. Co tations increase costs simply resilabor charge, This dealer of mising its labor rate; to on approprieto service to our customer would be	, managed and disposed th foderal, state and local to the export these region our customers do too to a safer, healthisr envimplying with these toguet of, service. Ordinarily, uit in an increased hourly while has decided in liou list a compliance charge size believe three-seed to know they its localuse we believe three-seed to know they
COMPLETED, COURTSEY INSPECTION  JOB# 3 TOTALS						CONTROL ACCRUED MILEAGE
Control of the contro	OURNAL PREFIX F	OCS JOB# 3			ON BEHALF OF SERVICING DEALE MICOMATION CONTAINED HISTORY HISTORY HISTORY CANAGE TO CHINE THE YEAR AND OF THE YEAR AND AND OF THE YEAR AND AND OF THE YEAR AND AND THE WORLDOOM THE CAME AND THE YEAR AND	P. I HIDNESY CERTIFY TWAT THAT IN SACOURATE, UNLESS OTHER- BOOD WERE PERFORMED AT NO  O PROCATION FROM THE APPEAR- BY HAVE ANY PAUT REPARADE OR  SEEN COMMETTED IN ANY WAY  OR NIBURE RECORDS, RAPPOINT- BY HAVE ANY PROM THE DUTE OR  ANY MARK PROM THE DUTE OR  ON YEAR FROM THE DUTE OR
GREEN BRAKE CONDITION	2 DAYS			# 9 <b>*</b>	(DIGHOD) DEALER, DEMERAL MAHADI	T ON AUTHORIZED PERSON (MITE)
BAGE 1 OF 2	-		WE BARE	40.05-		all and a second
PAGE 1 OF 2 ACCOUNTING COPY	[CO	NTINUED ON NE	AT PAGE	10:05am	The Reynolds and	Raynolds Company BRAINTINVE

## LANDERS

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#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

## 32011F0CS597747

#				ÇELL	
CUSTOMER NO. 13117	BRANDON KE		B509	11/30/11	FOCS 597747
	LABORI RATE	LICENSE NO. MILE	2,436	COLOR	BTOCK NO.
	YEAR / MAKE / MODEL	UCK/F-150/SUPERC		DELIVERY DATE	DELIVERY MLES
BENTON, AR	VEHICLE I.D. NO.		KEN TAT 31	BELLING DEALER NO.	PRODUCTION DATE
\$	1 F T F W	1 E T 6 B K		R, O, DATE	
3	COMMENTS			11/22/11	REPRINT# 2
					MO: 2498
JOS# 4 TUTALS  JOB# 5 CHARGES  ABOR  Added Operation (61 DEKENT @ 11/23) GREEN TIRE CONDITION GREEN TIRE CONDITION GREEN TIRE CONDITION	JOB# 4 JOURNAL PREFIX	FOCS JOB# 4 TOTAL	0.00	AS IS - THE ONLY WAR THIS PART(8) ARE TH OFFERED BY THE MAN ING DEALER HEREBY ALL WARRANTIES, E IMPLIED, INCLUDING AN OF MERCHANTABILITY O TICULAR PURPOSE, AN NOR AUTHORIZES AN	HOSE WHICH MAY BE UFACTURER. THE SELL-
JOB# 6 CHARGES		FOCS JOB# 5 TOTAL	0.00	PROPERTY, DAMAGES F	NOT BE ENTITLED TO SELLING DEALER ANY MAGES, DAMAGES TO OR LOSS OF USE, LOSS TT, OR INCOME, OR ANY
Added Operation (618KENT @ 11/23/	/2011 10:12)	<b>319999</b>	and the second s		LOSS OR DAMAGE TO
J08# 6 TOTALS				CARS OR ARTICLES LES	시 없었다. 내 내가 가장되었는데 살아 있다고 있다.
	JOB# 6 JOURNAL PREFIX	FOCS JOB# 6 TOTAL	0.00	FIRE, THEFT OR ANY I	OTHER CAUSE BEYOND
TOTALS	Open a continue that an	TOOD DODA O TOTAL	0.00		TAL CHARGE
TOTALS  ** [ ] CASH [ ] CHECK CK NO.  ** [ ] VISA [ ] MASTERCARD [  ** [ ] AMER XPRESS [ ] OTHER  ** THANK YOU FOR CHOOSING LANDERS FOR	*  I DISCOVER *  I CHARGE *  CARREL	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC DISC TOTAL TAX TOTAL INVOICE	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Meintaining and repair involves the use of cher wastes (solvents, offa cotc.) that must be stored of in strict compliance will environmental regulation utations and also believ because they help eleutronment for everyone. Collitions increase the collingresse costs simply resisted of maining its tabor rate, to on appropriate service it our customers would be	austica, lead, asbestos, managed and disposed in federal, state and local s. We support those regal to outstomers do too a neaster, healthler environtlying with these regulat of services. Ordinarily, uit in an increased hourly rahip has decided in lieu fist a compliance chargo lifes because we believe
CUSTOMER SIGNATURE	PLICATE INVOIC	E ***********	********	AITO helping to pay for a ci CROSS RETRIBUCED TO GER OATE BY MC DO CON DISHALL OF GEROCHO DEALS REPORTED OF GEROCHO DEALS REPORTED OF GEROCHO DEALS WASE BROWN, GERVICED DISCOS WASE BROWN, GERVICED BROWN WASE AND WASE BROWN WAS AND THE SEGUENCE OF THE BE BROWN THE GERVICED BROWN METHA AND ACCOUNTY INCOLUMNATE OF FORD.	INSPIRE CITY/CONTMONI.  MICE WISTALLED PARTE  FOLLED ACCRUED MILEAGE  NY YR. CMITTENTHO  JI. HEREBY CORTITY THAT THE  NO ACCRUED. LIALESS OTHER  FOLLOW THAT THE THAT  NO ACCRUETED AT NO.  TO REMOCRITO HOW THE APPEAR  RE THAT ANY NATT REFURED OR  OR MEMOLE PROOF REMOTED  OR MEMOLE PROOF REMOTED  NO. (I) YEAR PROM THE DOES OF  PAYCHING DEALER FOR RESPECTION
1				(MIRNEC) THEALER, GENERAL MANACH	ER OA AUTHORIZED PERSON (OATE)
PAGE 2 OF 2 ACCOU	INTING COPY	[ END OF INVOICE ]	10;05am	The Raynoids and	Reynalda Company ERAINTINM

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Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

## 32011F0C5599499

			200		CE <u>L</u>	
CUSTOMER NO. 13117	BRANDON H	KENT	2615 TAG N	B041	01/23/12	FOCS599499
	LABOR PLATE	LICENSE NO.	MILEAGE	5,594	COLOR	STOCK NO.
	YEAR/MAKE/MODE	RUCK/F-150	/SUPERCRE		DELIVERY DATE	DELIVERY MILES
BENTON, AR	VEHICLE LD. NO.			n IXI SI	BELLING DEALER NO.	PRODUCTION DATE
	F.T.E.NO.	w 1 E T 6	P. C. 110.		R.O. DATE	
	COMMENTS				01/23/12	J
						мо: 5603
LABOR  ENGINE IS FLUTTERING OR CUTTING O PASS ANOTHER VEHICLE. SEEMED WORS EEC TEST. NO CODES, COULD NOT DUP PCM TO LATEST CALIBRATION, CHECKE HOSES, AND ROAD TEST. ENGINE PERF TIME.  JOB# 1 TOTALS	UT WHEN ACCELE E AFTER IT RAI LICATE CONCERN D AND TIGHTENE ORMES PROPERLY  JOURNAL PREFI	(\$3.55067) RATING TO NED YESTERDAY , PROGRAMMED D ALL CAC AT THIS  X FOCS JOB#	1 TOTAL	0.00	AS IS - THE ONLY W. THIS PART(S) ARE OPPERED BY THE MA ING DEALER HEREBY ALL WARRANTIES, MPLIED, INCLUDING A OF MERCHANTABILITY TICULAR PURPOSE, NOR AUTHORIZES A ASSUME FOR IT ANY WITH THE SALE OF T VICE, BUYER SHALL RECOVER FROM THIS CONSEQUENTIAL DO PROPERTY, DAMAGES	OF WARRANTIES ARRANTIES APPLYING TO THOSE WHICH MAY BE NUFACTURER. THE SELL PEXPRESSLY DISCLAME EITHER EXPRESS OF MY IMPLIED WARRANTIES OR FITNESS FOR A PAR AND NEITHER ASSUMES NY OTHER PERSON TO LIABILITY IN CONNECTION HIS PARTICS AND/OR SER NOT BE ENTITLED TO E SELLING DEALER AN MAGES, DAMAGES TO FOR LOSS OF USE, LOSS DETL, OR INCOME, OR AN
ENTERPRISE RENTAL ENTERPRISE RENTAL USE ESP RENTAL COUPON#241410010		74	•		NOT RESPONSIBLE PL	OR LOSS OR DAMAGE TO EFT IN CARS IN CASE OF OTHER CAUSE BEYOND
SUBLET PO# VEND INV#-INV.DATE-DESCR 30942 270799 01/23/12 1 DAY	RENTAL	, TOTAL	- SUBLET	WARRANTY 0.00	OUR CONTROL  ENVIRONMA  Maintaining and repe Involves the use of ch	ENTAL CHARGE lilting your car inevitable emicals and generation of caustics, lead, asbestor
JOB# 3 CHARGES	JOURNAL PREFI	X FOCS JOB#	2 TOTAL	0.00	etc.) that must be stone	ed, managed and dispose
LABOR  COMPLETED COMPLIMENTARY MULTI-POI LANDERS FORD LINCOLN MERCURY COMPLETED COURTSEY INSPECTION  JOB# 3 TOTALS	NT INSPECTION				environmental regulations and also bold because they help and nonmort for everyone, lations increase the increases the increases the labor charge. This des of raising its labor rate,	with lederal, state end loon one. We support these reg new our customers do to- ture a setter, healther envi Complying with these regu- cost of service. Ordinarily seut it, an increased hourly lerably has decided in lieu to list a compliance charge to bills because we believe
308# 3	JOURNAL PREFI	X FOCS JOB#	3 TOTAL	0.00	our customers would i are helping to pay for a crossessments	de interested to know they
.   DF	4				ON BEHALF OF BERFYCHIS OR INCOMMENTON CONTINUED HER WEIG BHOWN, SERVICES DESCHARGE TO OWNER, THERE WAS ANDE OF THE YERGULE OR OTHER PEPLACED UNDER THIS CLAM WITH ANY JOCIOENT, MEGLIGIEM THE BULLIN AND AND AND AND AND AND AND AND AND AN	DAY YE. OMITTENTHS  MUET, I HEREBY CERTIFY THAT THE  BOWN IS MODIFIED, I HEREBY CERTIFY THAT THE  BOWN IS MODIFIED, I HEREBY CERTIFY THAT THE  BOWN IS MODIFIED THAT THE MODIFIED OF  MARKET THAT JAY NATT RETWINED OF  MARKET THAT JAY NATT RETWINED OF  MARKET CHANGETTE IN HANGE  CE OR MOUSE, RECORDS BUPPORT  BETTACHER TORN THE OWN THE  BOWN IN YEAR FROM THE OWN  BETTACHER DEALER FOR RESPECTION  OF THE MODIFIED OF THE MODIFIED OF  METALET THE MODIF
1 250 84 atv		200			(BIGNED) CEALER, GENERAL, MA	CORE, NORVELLE BETWEEN TO BEEN
PAGE 1 OF 2 ACCOUNTING COPY		CONTINUED ON	NEXT PAGE]	10:05am	The Revealth a	nd Roynolds Company EXAINTIN

# FOCS599499

## Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

## 3201,IF0CS599499

						CEL	
CUSTOMER NO 1	3117	BRANDÓN	KENT	2615 TAG N	в041 .	01/23/12	FOCS599499
		LABOR RATE	LICENSE NO.	MILEAGE	5,594	COLOR	STOCK NO.
		YEAR/MAKE/ME	TRUCK/F-150	/SUPERCRE		DELIVERY DATE	DELIVERY MILES
BENTON, AR	(3,542)	VENICLE LD. NO.				SELLING DEALER NO.	PRODUCTION DATE:
		1 F T F	W1ET6	P.O.NO.		R. O. DATE	<del> </del>
1	LOUISIN STORES	COMMENTS				01/23/12	
PR		COMMEN 13			***		MO: 5603
* [] CASH  * [] VISA  * [] AMER XPI  * [] AMER XPI  * THANK YOU FO SERVICE YOU RE		J * DISCOVER * J CHARGE * INCOLN MERCURY. IT IS ELY SATISFIED WITH THE	TOTAL P TOTAL S TOTAL G TOTAL M TOTAL T	ABOR ARTS UBLETO.G ISC CHG. ISC CHG. ISC DISC AX	0.00 0.00 0.00 0.00 0.00 0.00 0.00	AS IS - THE ONLY WITHIS PART(S) ARE OFFERED BY THE MU ING DEALER HEREB ALL WARRANTES, IMPLIED, INCLUDING OF MERCHANTASILITTICULAR PURPOSE, NOR AUTHORIZES ASSUME FOR IT ANY WITH THE SALE OF TYICE, BUYER SHALL RECOVER FROM THE CONSEQUENTIAL DEPROPERTY, DAMAGEE	OP WARRANTIES ARRANTIES APPLYING TO THOSE WHICH MAY BE INVIGATIONER. THE SELL- Y EXPRESSLY DISCLAIMS EITHER EXPRESS OR INY IMPLIED WARRANTIES OF OR FITNESS FOR A PAR- AND NEITHER ASSUMES INY OTHER PERSON TO LIABILITY IN CONNECTION HIS PART(S) AND/OR SER- INOT BE ENTITLED TO E BELLING DEALER ANY AMAGES, DAMAGES TO EFOR LOSS OF USE, LOSS OFT, OR INCOME, OR ANY
CUSTOME:	R SIGNATURE D U P	LICATE INVO	I C E *****	****	******	NOT RESPONSIBLE F	OR LOSS OR DAMAGE TO LEFT IN CARS IN CASE OF OTHER CAUSE BEYOND
1					9	Maintaining and rep	ENTAL CHARGE
	es.		*	€		wastee (solvents, olit no.) that must be stor of in strict compliance om/ronmental regulati ulations and also bel because they help attronment for everyone. lations increase the increase costs simply tabor charge. This dee	nemicals and generation or causaids, lead, abboston ed, manegod and disposed with federal, state and loca ons. We support these reg- ews our customers do to complying with these regu- cost of service. Ordinarily esult in an increased hourly jership has decided in file.
· • • • • • • • • • • • • • • • • • • •				£1		on appropriate service our customers would are helping to pay for a cross retenence to	PERVICE INSTALLED PARTS
	es litera en es		5			DN SENALF OF SETNICING DE	INSTALLED ACCRUED MILEAGE  DAY YR OMIT TENTHS  JALER, I HENESY CORTTRY THAT THE BON IS ACCURATE UNLESS OTHER
	â					CHARGE TO OWNER, THERE WE ANOT DE THE VEHICLE DE OTH HEFLACED UNDER THIS CLAIM WITH ANY ACCIDENT, HEBLIGHT IND THIS CLAIM AND AMALABLE	CONSED WERE PERFORMED AT ING A MO ARRIGATION FERDI THE APPLICATION FROM THE APPLICATION OF THE PROPERTY HAS BEEN COMPACTED IN ANY WAN CC OR MARINE RECORDS SUPPORT FOR (1) YEAR PROMITE DAYS OF BETWICKED DEALER FOR INSPECTION
• ! •						(SIGNED) DEALER, GENERAL MA	PINO NORREM GESTROHTUR RO REDAW
PAGE 2 OF 2	ACCOUNT	NG COPY	[ END O	F INVOICE ]	10:05am	The Revealds	nd Revnolds Company EHAINTIN

09/13/2012 08:00

Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

FOCS599684

## 3201IFOCS599684

				CELL	
CUSTOMER NO. : 13117	BRANDON KENT	261	5 B921	01/30/12	FOCS599684
	LAPOR PATE	LICENBE NO.	6,539	COLOR	STOCK NO.
	YEAR/MAKE/MODEL	K/F-150/SUPE	RCREW 4X4 ST	DELIVERY DATE	DELIVERY MILES
BENTON, AR	VEHICLE LANG.	574 SHUNA 7-1		SELLING DEALER NO.	PRODUCTION DATE
•	F.T.E.NO.	P.O. NO		01/30/12	
RESIDENCE PHONE BUSINESS PHONE	COMMENTS			01/30/12	
JOB# 1 CHARGES				numa suetto o	MO: 6539
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pi	)/Sor 1	/		(BIGNED) DEALTH, GENERAL MANAGE	R CR AUTHORIZED PRESON (DATE)
PAGE 1 OF 1 ACCOUNTING COPY	£	[ END OF INVOIC	E ] 10:05am	The Raynolds and F	Roymotria Company EFLANTINVE ST\$10454 Q' (08/07)

#### OCS600142



www.landers.com

#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

## 32011F0CS600142

			Process of the Control of the Contro	CELL	<u>*</u>
CUSTOMER ND. 13117	BRANDON KEN	т 26	15 TAG NO.	03/09/12	FOCS600142
	LABOR RATE	LICENSE NO.	MLEAGE 7,165	COLOR	STOOK NO.
3	YEAR / MAKE / MODEL			DEL WERY DATE	DELIVERY MILES
I DENITON A D	11/FORD TRUC	K/F-150/SUP	ERCREW 4X4 ST		
BENTON, AR	VENCLE I.D. NO.	ЕТБВК		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E.NO.	P.O.		R. O. DATE	
				9.0.DATE 02/16/12	
RERIDENCE PHONE I DUSINESS PHONE	COMMENTS				MO: 7182
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		1142 DE T	1	of raising its labor rate, to I	
JOB# 4 CHARGES JOB# 3 J	OURNAL PREFIX FO	OCS JOB# 3 TOTA	AL 0.00	on appropriate service bit our customers would be	
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PAGE 1 OF 2 ACCOUNTING COPY	) Sicor	TINUED ON NEXT P	AGE] 10:04am		
***************************************	J			The Raynolds and R	hymoida Company ERAINTINNE (17140464 Q (06/07)

## LANDERS

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#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

				CELL	
CUSTOMER NO. 13117	BRANDON	KENT 26		03/09/12	FOCS 600142
	LABOR RATE	LICENSE NO.	7,165	COLOR	STOCK NO.
	YEAR/MAKE/MOD	TRUCK/F-150/SUP		DELIVERY DATE	DELIVERY MILES
BENTON, AR	VEHICLE LD. NO.	W1ET6BK		RELLING DEALER NO.	PRODUCTION DATE
	P.T. E. MO.	P.O.	NO,	02/16/12	
	COMMENTS				MO: 7182
* [ ] AMER XPRESS [ ] OTHER [  ****************************** THANK YOU FOR CHOOSING LANDERS FORD L OUR GOAL TO SEE THAT YOU ARE COMPLETE SERVICE YOU RECEIVED. IF YOU ARE NOT PLEASE CONTACT YOUR SERVICE ADVISOR OF	JOB# 5 JOURNAL PREF	TOTAL LABOR TOTAL PARTS TOTAL SUBLET. TOTAL MISC CH TOTAL MISC DI TOTAL TAX TOTAL INVO	O.00 O.00 O.00 O.00 O.00 O.00 O.00 O.00	AS IS - THE ONLY WATHIS PART (S) ARE TO OFFERED BY THE MAIN MAIN DEALER HEREBY ALL WARRANTIES, IMPLIED, INCLUDING A ICH MERCHANTIES, IMPLIED, INCLUDING A ICH MERCHANTABILITY TICULAR PURPOSE, INOR AUTHORIZES AND ASSUME FOR IT ANY LUTTH THE SALE OF TYPICE. BUYER SHALL RECOVER FROM THE CONSEQUENTIAL DA PROPERTY, DAMAGES OF TIME, LOSS OF PROCUMENTIAL DAINOT RESPONSIBLE FOR CARS OR ARTICLES LE FIRE, THEFT OR ANY OUR CONTROL.  ENVIRONME MAINTAINT OF SENVICES DEALER OF THE MICH SHOP IN THE MENT OF THE MICH SHOP IN THE MENT OF SENVICES DEALER OF THE MICH SHOP OF TH	OF WARRANTIES APPLYING TO PHOSE WHICH MAY BE ANDRACTURED THE SELL- EXPRESSLY DISCLAIMS EITHER EXPRESS OR NY IMPLIED WARRANTIES OR FITNESS FOR A PAR- AND NEITHER ASSUMES OR FITNESS FOR A PAR- AND NEITHER ASSUMES OR FITNESS FOR A PAR- AND NEITHER PERSON TO LIABILITY IN CONNECTION HIS PART(S) AND/OR SER- NOT BE ENTITLED TO LIABILITY IN CONNECTION HIS PART(S) AND/OR SER- NOT BE ENTITLED TO FOR LOSS OF USE, LOSS DET, OR INCOME, OR ANY MAGES.  PALOSS OF USE, LOSS DET, OR INCOME, OR ANY MAGES.  PALOSS OR DAMAGE TO CET IN CARS IN CASE OF OTHER CAUSE BEYOND  ENTIAL CHARGE ENTIAL CHARGE ENTIAL CHARGE Integ your car inavitably principle and generation of caustica, load, sebestos, d, managed and disposed ins We support these require complying with these require to fervice. Ordinarily, suit in an increased hourly strain has decided in lieu to list a compliance charge bills because we bollove to interested to know they
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PAGE 2 OF 2 ACCOUNTIN	IG COPY	[ END OF INVOI	CE ] 10:04am	The Raynoldio and	Reynolda Company ERASYTYVE (FRE0454 C) (R6/07)

## LANDERS

www.landers.com

#### Landers Ford Lincoln Mercury 19501 I-30 East Benton, Arkansas 72015 (501) 315-4700

1 94 11 19					CELL	
сиетомен но. 13117	DENNIS P	OWERY	3874 TAG	986	05/03/12	FOCS602382
	LABOR RATE	LICENSE NO.	MILEAGE	9,396	POJOR	STOOK NO.
	YEAR/MAKE/MOD 11/FORD	TRUCK/F-150/	SUPERCRE		DELIVERY DATE	DELIVERY MILES
BENTON, AR		W 1 E T 6 E			SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.		P. O. NO.		05/02/12	REPRINT# 1
	COMMENTS					мо: 9404
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Landers Ford Lincoln Mercury 19501 1-30 East Benton, Arkansas 72015 (501) 315-4700

7,000			CELI	
13117	DENNIS POWERY	3874 TAG NO. 986	05/03/12	FOCS602382
	LATOR RATE LICENSE N	0. MILEAGE 9,396	COLOR	STOCK NO.
	11/FORD TRUCK/F-	150/SUPERCREW 4X4 ST	DE IVERY DATE	DELIVERY MILES
ENTON, AR	1 FT FW 1 ET		SELLING DEALER NO.	PACOUCTION DATE
	FT. E. NO.	P. O. NO.	05/02/12	REPRINT# 1
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#### Landers Ford Lincoln Mercury 19501 I-30 Bast Benton, Arkansas 72015 (501) 315-4700

## 3201IFOCS604123

CUSTOMER NO. 07/03/12 13117 BRANDON KENT 2615 B496 FOCS604123 LABOR BATE 11.724 DELIVERY MAGS 11/FORD TRUCK/F-150/SUPERCREW 4X4 ST BENTON, AR TETEWIET6BK ELLING DEALER NO. PRODUCTION DATE 07/03/12 COMMENTS MO: 11724 I CHARGES ..... DISCLAIMER OF WARRANTIES AS IS - THE ONLY WARRANTIES APPLYING TO ENGINE CUTTING OUT WHEN ACCELERATING AT TIMES THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELL-ING DEALER HEREBY EXPRESSLY DISCLAIMS REFER TO TSB 12-6-4
REPROGRAMMED PCM PER TSB 12-6-4 AND ROAD TEST 11 MILES.
VEHICLE WAS ALREADY EQUIPPED WITH THE CAC AIR DEFLECTOR ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PAR-PER TSB. TICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO JOB# 1 TOTALS-----ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTIS) AND/OR SER-JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00 VICE BUYER SHALL NOT BE ENTITLED TO JOB# 2 CHARGES -----RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO LABOR:

COMPLETED COMPLIMENTARY MULTI-POINT INSPECTION

LANDERS FORD LINCOLN MERCURY

COMPLETED COURTSEY INSPECTION PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF JOB# 2 TOTALS------FIRE, THEFT OR ANY OTHER CAUSE BEYOND JOB# 2 JOURNAL PREFIX FOCS" JOB# 2 TOTAL OUR CONTROL 0.00 JOB# 3 CHARGES-----**ENVIRONMENTAL CHARGE** Maintaining and repairing your car inevitably Added Operation (618KENT @ 07/03/2012 08:06)
GREEN BRAKE CONDITION
GREEN BRAKE CONDITION
GREEN BRAKE CONDITION
GREEN BRAKE CONDITION involves the use of chemicals and generation of wastes (solvents, oils caustics, teed, asbostos, etc.) that must be stored, managed and disposed of in strict compliance with tederal, state and local environmental regulations. We support these regutations and also believe our customers do too because they help onsure a safer, healthler onvi-JOB# 3 TOTALS----ronmont for everyone. Complying with these regulations increase the cost of service. Ordinarily, JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00 increase costs almply result in an increased hourty 4 CHARGES----hibor charge. This dealership has decided in liou of raising its labor rate, to list a compliance charge 34 PARTOFOZETTRESE WERTER ENHISPERIOR EN PARTOR EN on appropriate service bills because we believe GREEN TIRE CONDITION

GREEN TIRE CONDITION

GREEN TIRE CONDITION our customers would be interested to know they Added Operation are helping to pay for a cleaner environment. BERMICE INSTALLED PARTS CRIDRS REFERENCED TO 4 TOTALS-----DAY YR. MO. CMITTENTHS JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00 JOB# 5 CHARGES ..... (61BKENT @ 07/03/2012 08:06) Added Operation PAGE 1 OF 2 ACCOUNTING COPY [CONTINUED ON NEXT PAGE]

## Landers Ford Lincoln Mercury 19501 1-30 East Benton, Arkansas 72015 (501) 315-4700

				CELL	:
13117	BRANDON KENT	2615 TAG N	в496	07/03/12	FOCS 604123
	LABOR RATE LICENSE NO.	MILEAGE	11,724	COLOR	BTOCK NO.
	YEAR / MAKE / MODEL			DEUVERY DATE	DBLIVERY MILES
BENTON : AR	11/FORD TRUCK/F-15	D/SUPERCREV	V 4X4 ST	SELLING DEALER NO.	PRODUCTION DATE
SENTON, MK	1 FTFW1ET6	вк			PHODOGINA DATE
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ITALS	***************************************		•••••	OF MERCHANTABILITY	
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				WIGH CHOWN, SERVICES DESC CHARGE TO CHARGE THERE WAS	NO INDICATION PROMITE APPE
7 m				CHARGE TO CHARGE THERE WAS ANCE OF THE VEHICLE OR CITHEN REPLACED LINDTET THIS CLAM H WITH ANY ADDIDDUT, REQUISION RES THIS CLAM ARE AVALABLE	MAY MEEN CONNECTED IN ANY Y E OR MICHIEL RECORDS SUPPL
				DALMON WOLLENGTON UL LINE IN	FOR (1) YEAR FROM THE DATE
	ĵ.			BY REPRESENDENDENDER OF FORLE	
				e n	T
1.			2		
				- 1 h - 1 - 1 - 1 - 1 - 1	PER OR AUTHORIZED PERSON (DAT
PAGE 2 OF 2 ACCOUNTING COPY	f CAID (	OF INVOICE ]	10:03am	- 1 h - 1 - 1 - 1 - 1 - 1	HER OF ALTHORIZED PERSON TOATE

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

**Indicator Summary** 

Help Exit

**GCQIS** Report Analysis

Report Summary

Report 1 of 4

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

CECBU008 NHL

Attachments: 0

Received: 05/03/2012

CCRG/EPRC:

**Reviewed Status:** 

Date:

Vehicle:

Report#:

2011,F150 4X4 ,F150 ,SUP

CRW,STYSD ,1FTFW1ET6BK

**Build Date:** 07/15/2011

Odometer:

9,396 M

Engine:

3.5L-GTDI Calibration:

BF613C0A

Transmission:

6R80E

Axle:

3.73 LOCK A/C:

YES

Dealer:

USA 09201 Landers Ford

Phone#:

(501) 315-4700

City:

Benton

State:

USA Arkansas Country:

Originator:

ROSHAWN JACKSON

Symptom:

2 27 Q 00 AID/INFO, WNG IND/MESS/C, ENGINE IMAGE, UNKNOWN

Status:

VFG:

Fix:

V29 CHECK ENGINE LIGHT

Additional

P068A

Symptom:

Causal Component:

Condition Code:

Hotliner: DBARRE63

Phone: 313 317-9373

Rean Cd: C3 Memphis

**Engineering:** 

Phone:

TAR:

Dir Contact: ROSHAWN JACKSON

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC: P068A

KOER:

#### Comments:

REPAIR

05/03/2012 11:18AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:CUSTOMER STATES CHECK ENGIME LIGHT ON AND VEHICLE BOGGING DOWN WHEN ACCELERATING.. DIAGNOSTICS: COULD NOT VERIFY CUSTOMER CONCERN.. BUT IT DID HAVE A CODE PO68A.. FOLLOWED PINPOINT TEST.. FOUND BATTERY FAILED.. REPLACED BATTERY AND DROVE.. CHECKED OK.. PARTS REPLACED: BATTERY TECH QUESTION: IS THERE ANY KNOWN CONCERNS THAT COULD CAUSE THIS SYMPTOM.. VEHICLE HAS BEEN IN

SHOP BEFORE. FOR DRIVEABILITY CONCERNS.

RECOMM 05/03/2012 11:18AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

ROSHAWN, LOW BATTERY VOLTAGE MAY SET THIS FAULT. IF THE FAULT RETURNS Download Options

REPLACE THE PCM RELAY AND FUEL PUMP RELAY THEN RETEST.

Folder Number:

File Report To This Folder

Save

File Report To A Folder Exists in Folder(s)

Add Comments

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Mail Report

Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

2-Aug-2012

Retention: None

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mamt

**Indicator Summary** 

Help Exit

**GCQIS** Report Analysis

**Report Summary** 

Report 2 of 4

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#:

CCWCM004 NHL

Date:

Received:

CCRG/EPRC:

**Reviewed Status:** 2011,F150 4X4 ,F150 ,SUP

**Build Date:** 07/15/2011

Vehicle: Odometer:

8,281 M

Engine:

3.5L-GTDI Calibration:

BF613C0A

03/23/2012

Transmission:

6R80E

Axle:

3.73 LOCK A/C:

YES

USA

Dealer:

USA 09201 Landers Ford

CRW,STYSD ,1FTFW1ET6BK

Phone#:

(501) 315-4700

City:

Benton

State:

Arkansas Country:

Originator:

ROSHAWN JACKSON

Symptom:

5 54 2 00 DRV PERF, LACK/LOSS PWR , ACCEL, UNKNOWN

Status:

VFG:

V52 DRIVEABILITY

Additional Symptom:

POWER LOSS ACCELERATING

Fix:

Causal Component:

**Condition Code:** 

Hotliner: MWEBER72

Phone: 313 317-9383

Rean Cd: C3 Memphis

**Engineering:** 

Phone:

TAR:

DIr Contact: ROSHAWN JACKSON

Phone: 000 000-0000

Title Cde: T

PE13-018 000354LC

KOEO: KOEC: KOER:

#### Comments:

REPAIR

03/23/2012 10:20AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CUTTING OUT WHEN ACCELERATING TO PASS AND LOSSING POWER DIAGNOSTICS: TSB12-2-10 WAS PERFORMED 2-16-12 REPLACED CAT AND REPROGRAMMED PCM..NO CODES IN PCM THIS TIME AND NOTHING IS BLOCKING THE AIR FLOW TO CAC COOLER PARTS REPLACED: CAT TECH QUESTION: IS THERE ANY KNOWN CONCERNS ON THIS AFTER TSB WAS PREFORMED

#### RECOMM 03/23/2012 10:20AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE

ROSHAWN, AS THE TSB HAS BEEN PERFORMED AND A SIMILAR CONDITION IS PRESENT WITH THE CAC LINES PROVING FREE OF RESTRICTION, WASTE GATE SOLENOID OPERATION MAY CONTRIBUTE TO THIS CONCERN. RECOMMEND MONITORING THE TURBO BYPASS AND WASTE GATE PIDS DURING THE CONCERN. IF THE BYPASS VALVE IS BEING COMMANDED ON/OFF AND THE WASTE GATE IS FLUCTUATING TO COMPENSATE, RECOMMEND INSPECTING THE WASTE GATE CONTROL LINES AND VERIFYING ALL ARE CLEAR OF DEBRIS/RESTRICTIONS. IF NONE ARE FOUND, RECOMMEND REPLACING THE WASTE GATE SOLENOID AND RETESTING. ADDTIONALLY, PLEASE REFERENCE

HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS M.ASP?SSM=22225 TARGET=' BLANK'>SSM 22225 FOR ADDITIONAL INFORMATION AND MONITOR OASIS FOR UPDATES. THIS CONCERN IS UNDER ONGOING INVESTIGATION.

#### ADD-ON 03/23/2012 10:20AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE Download Options CONSULTANT: JORDAN DODDS

File Report To A Folder Exists in Folder(s) File Report To This Folder Folder Number: Add Comments Previous Next Save Mail Report

2-Aug-2012

Requester: LBINGHAM

Report Summary
Server: FCWS686

Ford Proprietary, Private

Retention: None

Report Summary Page 1 of 2

Rpt. Analysis Home

Report Mgmt Primary

Report Mamt Ouery

Report Mamt

**Indicator Summary** 

Help Exit

**GCQIS** Report Analysis

Report Summary

Report 3 of 4

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

**Add Comments** 

Previous

Save

Mail Report

**Download Options** 

Report Detail Section: View Details

CA4CG002 NHL

Attachments: 0

Report#:

Reviewed Status:

Date:

Received:

01/30/2012

CCRG/EPRC:

Vehicle:

2011,F150 4X4 ,F150 ,SUP

CRW,STYSD ,1FTFW1ET6BK

Next

**Build Date: 07/15/2011** 

Odometer:

6,529 M

Engine:

3.5L-GTDI Calibration:

BF613C0A

Transmission:

6R80E

Axle:

3.73 LOCK A/C:

YES

Dealer:

USA 09201 Landers Ford

Phone#:

(501) 315-4700

City:

Benton

State:

Arkansas

USA Country:

Originator:

ROSHAWN JACKSON

Symptom:

2 27 Q 00 AID/INFO, WNG IND/MESS/C, ENGINE IMAGE, UNKNOWN

Status:

VFG:

V29 CHECK ENGINE LIGHT

Additional Symptom:

P0306

Fix:

Causal Component:

Condition Code:

Hotliner: DBARRE63

Phone: 313 317-9373

Regn Cd: C3 Memphis

**Engineering:** 

Phone:

TAR:

DIr Contact: ROSHAWN JACKSON

Phone: 000 000-0000

Title Cde: T

KOEO:

**KOEC:** P0306

KOER:

Comments:

REPAIR 01/30/2012 10:34AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

> WEB FORM DATA - CONCERN: ENGINE LIGHT IS ON DIAGNOSTICS: FOUND BROADCAST MASSAGE 4204 PARTS REPLACED: PURGE VALVE 11-22-11 TECH QUESTION: HAS THERE BEEN ANY UPDATES TO YOUR BROADCAST TO REPAIR

CUSTOMER CONCERN

RECOMM 01/30/2012 10:34AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

ROSHAWN, IF THE CONCERN IS A INTERMITTENT CYLINDER #6 MISFIRE ON HARD

ACCELERATION SUGGEST YOU USE

HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS

M.ASP?SSM=22192 TARGET='_BLANK'>SSM 22192 TO ADDRESS THIS

**Download Options** 

CONDITION.

Folder Number:

File Report To This Folder

Ford Proprietary, Private

File Report To A Folder

Add Comments

Previous Next

Mail Report

Requester: LBINGHAM

Report Summary

Server: ECCWS686

2-Aug-2012

Retention: None

Rpt. Analysis Home

Report Mgmt Primary

Report Mamt Ouery

Report Mamt

Indicator Summary

Help Exit

**GCQIS** Report Analysis

**Report Summary** 

Report 4 of 4

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

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Save Mail Report **Download Options** 

Report Detail Section: View Details

Attachments: 0

Report#:

BK2BH011 NHL

2011,F150 4X4 ,F150 ,SUP

Date:

11/28/2011

CCRG/EPRC:

Reviewed Status:

Received:

Build Date: 07/15/2011

Vehicle: Odometer:

CRW,STYSD ,1FTFW1ET6BK

3.5L-GTDI Calibration:

BF613C0A

Transmission:

2,436 M

Engine:

3.73 LOCK A/C:

YES

6R80E

Axle:

State:

(501) 315-

Dealer:

USA 09201 Landers Ford

Phone#:

4700 USA Arkansas Country:

City:

Symptom:

Benton

Originator:

LARRY BROWN

5 57 2 39 DRV PERF, HESITATES/STUM, ACCEL, INTERMITTENT

Status:

VFG:

V52 DRIVEABILITY

Additional

P0299

Symptom: Fix:

Causal Component:

**Condition Code:** 

Hotliner: DRIDOLF2

Phone: 000 248-8241

Regn Cd: C3 Memphis

Engineering:

Phone:

TAR:

Dir Contact: LARRY BROWN

Phone: 000 000-0000

Title Cde: T

PE13-018 000359LC

KOEO:

**KOEC:** P0299

KOER:

#### Comments:

REPAIR

11/28/2011 11:34AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:TICKET= ENGINE LIGHT ON,FLUTTERING AND VIBRATING WHEN ACCELRATING TO PASS SOME ONE,,, WRITE UP SHEET VEHICLE VIBRATING BAD AT TIMES, ENGINE LIGHT FLASHING WHEN THIS HAPPENS, FUEL MILEAGE DROPPED WHEN THIS STARTED DIAGNOSTICS: LAST WEEK SOME ELSE CKED IT, HAD ALL PASS CODES, CUST DROVE IT, IT HAPPEN AGAIN, I GOT THIS MORNING, KOEC P0299, ALL OTHERS PASS, WENT THRU PPT HN, FOUND NO PROBLEMS, TESTDROVE HAVE NOT VERFIED CONCERN, BUT AVE MILEAGE WAS 7.3 WHEN I STARTED, IT WAS 8.8 WHEN I GOT BACK TO THE SHOP, THATS WHEN I SEEN THE WRITE-UP SHEET, I SURE THERES A PROBLEM, BUT I DO NOT SEE A TURBO OR CAC CONCERN, BUT SEEING FUEL MILAGE? PARTS REPLACED: NONE TECH QUESTION: I DO MOSTLY DIESEL, UNTIL WE DO NOT HAVE ANY, DO THESE HAVE ANY INJ OR FUEL PUMP CONCERNS OR WIRING THAT WILL NOT SET A CODE? IVE SEEN P0299 IN DIESELS, BUT IT WAS ANOTHER SYSTEM THAT CAUSED BOOST CODE.

RECOMM 11/28/2011 11:34AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE LARRY, -FIRST, WE SHOULD TAKE A FUEL SAMPLE AND CHECK FOR BOTH POOR QUALITY FUEL AS WELL AS PRESENCE OF E85. TO CHECK FOR E85 CONTENT IN THE FUEL, RECOMMEND PERFORMING A WATER TEST. USING A CLEAR BOTTLE, FILL IT HALFWAY WITH WATER, MARK THE LINE, ADD THE SAME AMOUNT OF FUEL FROM THE VEHICLE, MIX TOGETHER, AND ALLOW TO SEPARATE. THE ETHANOL WILL COMBINE WITH THE WATER INCREASING THE WATER LEVEL. AN INCREASE OF WATER LEVEL UP TO 10% IS NORMAL GASOLINE. ANY MORE THAN 10% IS AN E85 MIX. IF AN E85 MIX IS EVIDENT, RECOMMEND DRAINING THE FUEL TANK COMPLETELY, DRY IT OUT, ADD KNOWN GOOD FUEL, CLEAR KAM, AND RETEST. -NEXT, PLEASE INSPECT G105. THIS IS THE GROUND FOR THE BANK TWO IGNITION COILS AND IS LOCATED ON THE BACK OF THE BANK TWO CYLINDER

HEAD. 1. ARE YOU ABLE TO LOOSEN THE G105 BOLT USING ONLY FINGER PRESSURE? 2. IF YOU ARE NOT ABLE TO LOOSEN G105 WITH YOUR FINGERS, CAN IT BE TIGHTENED USING ONLY A SOCKET AND A SIX-EIGHT INCH 3/8 DRIVE EXTENSION? (NO RATCHET) 3. PLEASE ENSURE G105 IS CLEANED AND TORQUED TO 10 NM + 45 DEGREES. -THIS CONCERN IS CURRENTLY UNDER INVESTIGATION AND YOUR RESPONSES ARE IMPORTANT AND APPRECIATED. PLEASE UPDATE THIS FORM WITH YOUR FINDINGS REGARDING THE ABOVE TESTS AS WELL AS ANY ADDITIONAL QUESTIONS YOU MAY HAVE, THANK YOU. -THE P0299 MAY BE CAUSED BY THE MISFIRE, OR THE MISFIRE MAY BE CAUSED BY THE P0299. PLEASE PERFORM THE ABOVE TESTS AND RE-EVALUATE FOR THE P0299. IF THE CONCERN IS STILL PRESENT WITH P0299, CONDUCT A CAREFUL INSPECTION OF ALL CAC TUBING. SEE

HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS M.ASP?SSM=21872 TARGET='_BLANK'>SSM 21872. CHECK THE BANK ONE TURBO (TURBO A) WASTEGATE ROD FOR A LOCKING CLIP THAT FITS OVER THE LOCK NUTS. CHECK FOR DAMAGE/TAMPERING TO THIS ROD. -THIS CODE MAY ALSO BE CAUSED BY EXCESSIVE BACKPRESSURE ON THE BANK IN QUESTION. CHECK BACKPRESSURE AT THE UPSTREAM O2 PORT, USING AN EXHAUST BACKPRESSURE TESTER. AFTER 3-4 WOT SNAPS IN THE STALL BACKPRESSURE SHOULD REMAIN UNDER 3 PSI, OR UNDER 8 PSI DURING WOT ACCELERATION UNDER LOAD. -THE P0299, WHEN NOT CAUSED BY A MISFIRE, IS TYPICALLY CAUSED BY LOOSE OR DAMAGED CAC TUBING. ISM 11-11-021 3.5L GTDI MISFIRE BANK TWO CYLINDERS 4,5,6

REPAIR 11/28/2011 03:18PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE FUEL WAS AT 10%, G105 BOLT WAS TIGHT

RECOMM 11/28/2011 03:18PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE LARRY, THANK YOU FOR THE RESPONSE ABOUT G105. PLEASE CONTINUE WITH THE RECOMMENDED BACK PRESSURE AND CAC TUBE CHECKS FOR THE P0299 CODE. WITH KOEO THE PIDS FOR TIP, MAP, AND BARO SHOULD ALL READ APPROXIMATELY THE SAME, IF NOT, SUSPECT A BIASED SENSOR OR FAULTY CIRCUIT IS CAUSING THIS DTC. MONITOR FRP AND FRP_DSD DURING THE MISFIRE CONCERN AND VERIFY THEY REMAIN VERY CLOSE TO EACH OTHER AT ALL

TIMES. MONITOR LOW SIDE FUEL PRESSURE WITH A MECHANICAL GAUGE AND CONFIRM IT IS BETWEEN 62-75 PSI DURING THE CONCERN.

REPAIR 11/28/2011 05:53PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE I DROVE IT MORE AND STILL HAVENT VERFIED, WE HAVE ANOTHER TRUCK WITH SAME CONCERN, FIRST BOTH HAVE ALMOST A FULL TANK OF FUEL, COMING OFF THE FULL MARK, WE HAVENT VERFIED IT YET. IF IT ONLY HAPPEN AT FULL TANK, EVAP.??, BUT THE SECOND GUY SAID HE COULD SHUT THE TRUCK OFF AND RESTART IT RAN FINE UNTIL IT HAPPEN AGAIN, SA JUST CAME IN SAID THEY HAVE 2 MORE TO BE COMING IN, WHEN ACC. SHUTTERS NO POWER AT TIMES, FUEL MILEAGE DROPS OUT.

RECOMM 11/28/2011 05:53PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE LARRY, -RECOMMEND TO DIAGNOSE THE TRUCKS SEPARATELY, FROM THE DESCRIPTION THERE COULD BE TWO DIFFERENT VEHICLE CONCERNS CAUSING THE SAME DTC ON TWO DIFFERENT VEHICLES. -IN REGARDS TO THE VEHICLE LISTED, TO DIAGNOSE THE DTC LISTED, FIRST OBTAIN MAP AND TCBP PID READINGS KOEO, KOER AT IDLE AND DURING A WOT ACCELERATION (WHILE DRIVING THIS VEHICLE, NOT STATIONARY). * MAP AND TIP_PRS-BOOST WILL MATCH KOEO. THE WILL READ ATMOSPHERIC PRESSURE (14.7 PSI AT SEA LEVEL). * THE TIP_PRS-BOOST WILL STILL READ ATMOSPHERIC PRESSURE KOER BUT THE MAP PID WILL READ ABOUT 4.7 PSI, ASSUMING 20 HG (EVERY 2 HG EQUALS 1 PSI SO 20 HG EQUALS 10 PSI, TAKE 10 PSI AWAY FROM THE KOEO READING AND THIS IS HOW THE 4.7 PSI READING IS DETERMINED). -IF NOT ALREADY PERFORMED SMOKE TEST THE CAC LINES AND THE INTAKE. -IN REGARDS TO THE OTHER VEHICLE, IF THE CONCERN ONLY OCCURS AFTER THE CUSTOMER RE-FUELS THE VEHICLE OR WHEN THERE IS A FULL TANK OF FUEL, FOR TESTING PURPOSES BLOCK OFF THE EVAP SYSTEM. IF THE ISSUE IS NO LONGER PRESENT INSPECT THE EVAP CHARCOAL CANISTER FOR RAW FUEL **Download Options** (TYPICALLY RAW FUEL IN THE EVAP SYSTEM IS CAUSED BY THE CUSTOMER OVER RE-FUELING THE VEHICLE). IF THERE IS RAW FUEL IN THE EVAP SYSTEM AND THE CUSTOMER IS NOT OVER RE-FUELING THE VEHICLE, REPLACE THE CANISTER PURGE VALVE (LOCATED IN THE ENGINE COMPARTMENT). FOR FURTHER ASSISTANCE WITH THE OTHER VEHICLE, PLEASE SUMMIT A WEB REQUEST FORM

# PE13-018 000362LC

### FOR THAT VEHICLE VIN#.

Folder Number:

File Report To This Folder

File Report To A Folder Exists in Folder(s)

Add Comments

Previous

Next

Mail Report

Requester: LBINGHAM

Report Summary Server: ECCWS686

2-Aug-2012

Retention: None

Ford Proprietary, Private

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-

04

Symptom Desc: LOSS OF POWER ACCELERATION HOT

**ENGINE** 

Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS

Issue Type: 04 REGION

Issue Status: CLOSED

Primary Phone: Secondary Phone:

Initial Customer Contact: 07/17/2012

Action: TIER ONE OPEN ISSUE

Dealer: 09201 LANDERS FORD

Origin Desc: TIER ONE -

MELBOURNE

Odometer: 12167 MI Analyst Name: COOPERIDER (SCOOPERI), SUZANNE

Comm Type: PHONE Analyst: SCOOPERI

**Action Time:** 

Action Data: No

Action Date: 07/13/2012

16.53.41.084

Comments ***CAS SUZANNE TOOK CALL LIVE AT 4:42PM EST =LAST WEEK DLR PUT THE 3RD OR 4TH PROGRAM ON IT, TOOK TRIP ON TUESDAY AND WHILE TRYING TO PASS SOMEONE THERE WAS A VIBRATION AND LOSS OF POWER = SEEKING BUYBACK ON VEH (CAS SUZANNE NOTED HISTORICS) = VEH WAS TAKEN TO LANDERS FORD AGAIN ===DEALER INFO: LANDERS FORD 19501 INTERSTATE 30 BENTON AR 72015(501) 315-4700 ===CRC ADVISED: 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.=CUST THEN STATED THAT HE WAS ADVISED THAT FORD HAS ADVISED DEALERS THAT THEY ARE WORKING ON A FIX TO NOT ATTEMPT TO REPAIR ===VERFIED CALL BACK NUMBER AS

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: DEALER Comm Type: VISIT

Odometer: 12167 MI

Analyst Name: RICK WADSWORTH

Analyst: R-WADSWO

Action Date: 07/16/2012

Action Time: 07.43.30.572

Action Data: No

Comments BASED ON THE CUSTOMERS DESCRIPTION ONLY, WE FOLLOWED THE LATEST PCM REPROGRAM.THERE HAS NOT BEEN AN VERFIFICATION OF A CONCERN.NO DTC'S

WERE PRESENT EITHER.

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Dealer: 09201 LANDERS FORD

SOLUTIONS TEAM

Odometer: 12167 MI

Comm Type: PHONE

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

Action Date: 07/17/2012

Action Time: 16.35.49.886

Action Data: Yes

Comments CSM LISETTE XT 77738-10-04-2012-12167- OBC TO CUST ADVISED WE WILL NOT MEET HIS REQUEST FOR A BUY BACK - CUST STATED HE WAS NOT SATISFIED WITH APOLOGIES OR PPL TELLING HIM THEY UNDERSTOOD- CUST WANTS ASSISTANCE TO GET OUT OF THE VEH -ADVISED CUST I WOULD REVIEW MY RESOURCES AND F/U WITH HIM ON 7-19-2012- EMAIL SENT TO COM FOR REVIEW

Data Value
07-19-2012
18:00

Action: CONCERN ADDRESSED

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

**SOLUTIONS TEAM** 

Odometer: 12167 MI

Comm Type: PHONE

Analyst Name:

Analyst: LHODGIN

HODGIN,LISETTE

Action Time:

Action Date: 07/19/2012

10.39.47.523 Action Data: Yes

Comments CSM LISETTE XT 77738- XPLAN PIN REQUEST SUBMITTED TO COM DUE TO CUST REQUESTING ASSISTANCE WITH GETTING OUT OF THIS VEH- REQUEST WAS DENIED- OBC TO CUST ADVISED CUST THERE ARE NO ADDITIONAL RESOURCES WE CAN PROVIDE ASSISTANCE TO GET HIM OUT OF THE VEH - CUST WAS VERY UPSET - STATED HE WAS GOING TO FILE LEMON LAW- AND ASSURED NOR HE OR HIS FAMILY WILL EVER PERCHASE ANOTHER FORD.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	78
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	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) NONE OF THE ABOVE (Y/N)

N Y

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-

Reason Desc: CRC RELATED - SUPERVISOR REQUEST

Symptom Desc: INDICATOR CHECK ENGINE

Primary Phone:

Secondary Phone:

SUBMITTED

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name: COLO, STEPHANIE

Action Date: 07/13/2012

Analyst: SCOLO

Action Time:

16.39.05.169

Action Data: Yes

Comments ASKED TO SPEAK TO SUPERVISOR

**Data Element Name** 

**Data Value** 

SUPERVISOR'S CDSID:

RBUBLITZ

SUPERVISOR'S NAME:

BUBLITZ (RBUBLITZ), REBECCA

Action: SUPERVISOR REQUEST LIVE CLOSE

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name: COOPERIDER

Analyst: SCOOPERI

(SCOOPERI), SUZANNE

Action Time:

Action Data: No

Action Date: 07/13/2012

16.55.05.090

Comments ***CAS SUZANNE TOOK CALL LIVE AT 4:42PM EST =LAST WEEK DLR PUT THE 3RD OR 4TH PROGRAM ON IT, TOOK TRIP ON TUESDAY AND WHILE TRYING TO PASS SOMEONE

THERE WAS A VIBRATION AND LOSS OF POWER =SEEKING BUYBACK ON VEH (CAS SUZANNE NOTED HISTORICS) = VEH WAS TAKEN TO LANDERS FORD AGAIN (SEE PATH RAN FOR

ESCALATION TO CCST FOR FURTHER HANDLING) ===ESCALATION CLOSED

Print

VIN: 1FTFW1ET6BK Year: 2011

Name: Owner Status: Original

Symptom Desc: INDICATOR CHECK ENGINE Reason Desc: CLP - IN - DIAGNOSIS UNKNOWN

Issue Type: 01 INQUIRY

Model: Case: 383240302

WSD: 2011-10-04

Primary Phone: Secondary Phone:

Origin Desc: TIER ONE -

Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer: 09201 LANDERS FORD

Odometer: 12000 MI

Analyst Name: COLO, STEPHANIE

Action Date: 07/13/2012

Comm Type: PHONE

Analyst: SCOLO

Action Time:

16.31.39.980

Action Data: No

**MELBOURNE** 

Comments CUST-----TRIED TO GET IN TOUCH WITH REGIONAL MANAGER-----HAS HAD PROBLEMS SINCE HE HAS PURCHASE TRUCKS-----SPOKE TO REGIONAL PERSON AT THE BEGINNING OF THIS WEEK 7/9/12-----WAS TOLD HIS OLD CASE WAS GOING TO BE REOPENED----COULDN'T DO ANYTHING UNLESS CHECK ENGINE LIGHT CAME ON======DLRSHPLANDERS FORD19501 INTERSTATE 30BENTON AR 72015(501) 315-4700================================CSRWE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. YOUR LOCAL FORD/LINCOLN DEALERSHIP HAS FACTORY-TRAINED TECHNICIANS, THE MOST CURRENT ENGINEERING SERVICE INFORMATION, AND THE SPECIALIZED EQUIPMENT REQUIRED TO RESOLVE YOUR VEHICLE CONCERNS. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS, OR ESPS, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING CALLED AND SPOKE TO BRANDON-----DID LAST TSB AND CUST IS STILL NOT HAPPY----SAW HIM 7/12/12 LAST TIME----DOES AGREE THERE IS A PROBLEM----ASKED IF THEY SPOKE TO THE HOTLINE

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-

04

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE

RELATED

**Primary Phone:** 

Reason Desc: CRC RELATED - SUPERVISOR REQUEST

Secondary Phone:

SUBMITTED

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: BROWN,

Analyst: CBROW507

CHRISTINE

Action Time:

Action Data: Yes

Action Date: 07/02/2012

16.26.53.966

Comments **CUSTOMER WOULD LIKE TO SPEAK TO A SUPERVISOR AND IS UNHAPPY THAT FORD HAS DENIED HIS REQUESTS TO HAVE VEH HAS NOT BEEN REPLACED.

**Data Element Name** 

Data Value

SUPERVISOR'S CDSID:

RBUBLITZ

SUPERVISOR'S NAME:

BUBLITZ (RBUBLITZ), REBECCA

Action: SUPERVISOR REQUEST LIVE UPDATE

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: BUBLITZ (RBUBLITZ), REBECCA

Analyst: RBUBLITZ

Action Date: 07/02/2012

Action Time: 16.45.40.553

Action Data: No

Comments - CAS REBECCA TAKING LIVE SUPERVISOR ESCALATION FROM COLD QUEUE. -SEE HISTORICALS FOR DETAILS. - CUSTOMER VERIFIED THAT WHEN HE GOES TO PASS. THE TRUCK SPITS AND SPUTTER AND SOMETIMES CUTS OUT. - INTERMITTENT. - DEALER CHANGED CAT AND PURGE VALVE. - CUSTOMER WAS TOLD BY FMC THAT A CAC WAS GOING TO BE SHIPPED TO HIS DEALER BY JUNE 1, BUT IT NEVER WAS. - CUSTOMER SAYS VEHICLE IS STILL CUTTING OUT AND HE WANTS IT FIXED. - CAS ADVISED I WOULD LIKE TO RESEARCH THIS FURTHER AND WILL CALL CUSTOMER BACK NO LATER THAN END OF BUSINESS TOMORROW, 7/3. === ESCALATION IN PROGRESS ===

Action: SUPERVISOR REQUEST CALL BACK UPDATE

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: BUBLITZ

Analyst: RBUBLITZ

(RBUBLITZ), REBECCA

Action Time:

Action Data: No

Action Date: 07/02/2012 17.22.06.462

Comments - CAS RESEARCHING CASE. *** OBC TO DLR: - BRANDON, SA - LAST TIME WE WORKED ON IT FOR DRIVABILITY ISSUES WAS MARCH 28 AND WE DID VERIFY THE PROBLEM. WE WERE GOING TO GET A WAIST GATE SOLENOID TO PUT ON IT AS A NEXT STEP, BUT CUSTOMER WAS TOLD BY SOMEONE AT FORD THAT THERE WAS A NEW TSB COMING OUT, SO WE DECIDED TO PUT THE ISSUE ON HOLD. - WE HAVE BEEN CHECKING AND THE ONLY NEW TSB IS CHECKING FOR DEFLECTOR AND A RECALIBRATION. - TSB 12-6-4. - WE WILL TRY N TO GET THIS PERFORMED. - CAS PHONED CUSTOMER AND TO GET REACHED VOICE MAIL. - LEFT MESSAGE ADVISING OF THE TSB AND RECOMMENDING SCHEDULING A TIME TO GET IT DONE. - ADVISED I WILL STILL TRY TO REACH HIM AGAIN TOMORROW, 7/3 NO LATER THAN 6:30 ET. === ESCALATION IN PROGRESS ===

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:

Origin Desc: TIER ONE -

MELBOURNE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: BUBLITZ (RBUBLITZ), REBECCA

Analyst: RBUBLITZ

Action Time:

Action Data: No

Action Date: 07/03/2012

15.34.46.229

Comments - CAS REBECCA HANDLING SUPERVISOR ESCALATION CALL BACK. - PHONED MR. AND HE VERIFIED THAT HE TOOK THE VEHICLE IN THIS A.M. AND THEY PUT A NEW PROGRAM ON IT AND VERIFIED HE HAS THE DEFLECTOR ON HIS VEHICLE. - CUSTOMER SAYS HE WILL WAIT AND SEE IF SYMPTOMS RETURN. - CAS ADVISED CUSTOMER TO GIVE US A CALL IF THEY DO, BUT I'M KEEPING MY FINGERS CROSSED THAT IT'S THE LAST HE'LL SEE OF THOSE SYMPTOMS. === ESCALATION CLOSED ===

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-

04

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE

RELATED

Reason Desc: ESCALATION MISSED FOLLOW-UP

**Primary Phone:** Secondary Phone:

5446

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer:

Origin Desc: TIER ONE -

**MELBOURNE** 

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: BROWN,

Action Date: 07/02/2012

Analyst: CBROW507

CHRISTINE

Action Time:

16.18.23.695

Action Data: No

Comments **CUSTOMER PROMISED F/U NEVER RCVD CALL**SUPPORTED ANSWER FROM DOCUMENTATION ADVICE WOULD DOCUMENT CUSTOMER DID NOT RECIEVE CALL

Print

VIN: 1FTFW1ET6BK Year: 2011 Model: Case: 383240302

Name: Owner Status: Original WSD: 2011-10-04

Symptom Desc: AT ENGAGEMENT HARSH ENGAGEMENT Primary Phone:
Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS Secondary Phone:

Issue Type: 04 REGION Issue Status: CLOSED

Initial Customer Contact: 06/29/2012

Action: TIER ONE OPEN ISSUE

Dealer: 09201 LANDERS FORD Origin Desc: TIER ONE -

MELBOURNE

Odometer: 11400 MI Analyst Name: CLEMENT Comm Type: PHONE

CORNELIA

Analyst: CCLEME43

Action Date: 06/28/2012

Action Time: 16.17.25.733

Action Data: No

Comments CUST STATES HE HAS BEEN HAVING ISSUES FOR SEVERAL MONTH, VEHICLE HAS BEEN AT DLRSP FOR REPAIRS MULTIPLE TIMES---------NEW PART TO FIX ISSUES WAS PROMISED BY 01JUN12----THIS PART WAS NOT RECEIVED AND IS NOT IN SIGHT------LOCAL DLRSP TODAY ADVISED CUST THAT THERE IS NO ETA ON PART--------CUST STATES HE WANTS TO TRADE TRUCK IN ANOTHER FORD-----CUST STATES BUY BACK WAS DENIED 2X & ALL HE WANTS IS DIFFERENT VEHICLE (FORD) THAT WORKS========CUST SEEKS: A DIFFERENT FORD VEHICLE WITHOUT ISSUES=========DLR INFO: LANDERS FORD 19501 INTERSTATE 30BENTON AR 72015(501) 315-4700

----BEST TIME TO CALL: ---ANYTIME---DAYTIME----

______

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)

Action: 000 001 ENVIOUN - 01 DATING EDUALATION (TELEAD OF

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11400 MI Analyst Name: GRISSOM-EISENHAUER,WENDY

Dealer: 09201 LANDERS FORD

Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 06/29/2012 Action Time:

13.55.45.617

Action Data: No

Comments CSM WENDY EXT 77748. PER PREVIOUS DOCUMENTATION **SEE HISTORICS*** CUSTOMER'S REQUEST FOR REPLACEMENT VEHICLE HAS BEEN DENIED. CUSTOMER HAS

BEEN PROVIDED RESOLUTION PREVIOUSLY.

Action: DUPLICATE CASE

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 11400 MI Analyst Name: GRISSOM-EISENHAUER,WENDY

Comm Type: PHONE Analyst: WGRISSO2

Action Date: 06/29/2012

Action Time: 13.56.16.610

Action Data: No

1515517515

Comments CLOSING AS DUPLICATE OF PREVIOUS 04 CASE. CUSTOMER PREVIOUSLY

PROVIDED RESOLUTION. NO ACTION BY CCT AT THIS TIME.

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-04

Symptom Desc:

Reason Desc: CORRESPONDENCE - CORRESPONDENCE

Primary Phone: Secondary Phone:

Issue Type: 01 INQUIRY

Issue Status: CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL -CORRESPONDENCE CSR

Odometer: 9400 MI

Comm Type: SURVEY

Analyst Name: RICHARDSON

Analyst: KRICHA41

(KRICHA41), KATHY

**Action Time:** 

Action Date: 06/04/2012

14.33.01.119

Action Data: No

Comments CUSTOMER SAID: **ONLINE WTY SURVEY DATED 5/30/12, CUST STATES WAITING ON A FIX THAT HASN'T COME YET. CUST STATES WILL NEVER BUY ANOTHER FORD AGAIN. CUST STATES DIDN'T GO LEMON LAW TO AVOID EXTRA COST FOR LAWYERS. CUST STATES JUST WANT VEH FIXED RIGHT.DEALER SAID: LANDERS FORD, 19501 INTERSTATE 30, BENTON AR 72015CRC ADVISED: **ISSUE BEING ADDRESSED BY CCST.

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original

WSD: 2011-10-

04

Symptom Desc: VIBRATION RPM RELATED

Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO

**Primary Phone:** Secondary Phone:

REPAIRS

Issue Type: 04 REGION

Initial Customer Contact: 03/28/2012

Issue Status: CLOSED

Action: TIER II ESCALATION - BUYBACK

Dealer: 09201 LANDERS FORD

Origin Desc: US CONCERN CASE

BASE

Odometer: 7810 MI Analyst Name: BRIX Comm Type: PHONE

(ABRIX), ANITA

Analyst: ABRIX

Action Date: 03/12/2012

Action Time: 13.20.46.086

Action Data: No

Comments CUSTOMER SAID: ** THE PROBLEM HAS BEEN GOING ON 2 1/2 MONTHS SO FAR** CUST IS VERY DISAPPOINTED** LAST WEEK THEY DID A "QUICK FIX"** LAST NIGHT THE VEH WAS LOSING POWER - IT WAS MOVING AT 30 MPH** FINALLY THE POWER RESTORED** IT CUST "PUNKS" IT. IT WILL VIBRATE REALLY BADLY** FORD ENGINEERS CAN'T FIX THE PROBLEM** CUST FEELS HE IS WASTING TIME AND MONEY TAKING IT TO THE DLRSHP** CUST WANTS FORD TO BUY THE VEH BACK** SINCE THE VEH HAS 2400 MILES ON IT, CUST HAS HAD IT INTO THE DLRSHP 5 TIMESDEALER SAID: LANDERS FORD FORD CODE: 23B541 DEALER PROFILE 19501 INTERSTATE 30BENTON, AR 72015 TEL:(501) 315-4700CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS =-=-=-=-CURRENT VEHICLE LOCATION: CUST HAS ITPREFERRED CONTACT NUMBER:

BEST TIME TO REACH THE CUST: ANYTIME-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=- **ADVISED CUST OF ABOVE.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: DEALER Comm Type: VISIT

Odometer: 7810 MI Analyst Name: RICK WADSWORTH

Analyst: R-WADSWO

Action Date: 03/12/2012

Action Time: 15.42.17.944

Action Data: No

Comments WE HAVE PROGRAMMED THE PCM AND REPLACED THE CONVERTER PER THE CURRENT TSB.WE HAVE'NT VERIFIED ANY DRIVABILITY CONCERNS OTHER THAN THE THE DTC THAT WAS IN MEMORY.CONVERTER WAS REPLACED 03/09/12.

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

Origin Desc: DEALER

SOLUTIONS TEAM

Odometer: 7810 MI

Comm Type: PHONE

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

Action Date: 03/13/2012

Action Time: 08.13.51.292

Action Data: No

Comments CSM LISETTE XT 77738- IBC FROM CUST 3-9-2012- CUST WAS INQUIRING IF THERE WERE ANY UPDATES- ADVISED CUST THERE WAS SOME INFORMATION RELEASED-RECOMMENDED CUST CONTACT THE DLRS- ADVISED CUST THE DLRS WILL HAVE FIRSTHAND KNOWLEDGE OF ANY UPDATES- CUST INQUIRED HOW THE BUY BACK PROCESS WORKS- ADVISED EVERY STATE IS DIFFERENT AND EACH IS REQUEST IS REVIEWED ON A CASE BY CASE BASIS- CUST STATED HE WAS OFFERED A VEH PAYMENT BY THE GENTLEMAN HE SPOKE WITH -REVIEWED CSM JAMES DOCUMENTATION DID NOT SEE OFFER HOWEVER ADVISED CUST I WOULD HONOR THAT OFFER PROVIDED FAX NUMBER FOR PAYMENT RCPT

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Odometer: 7810 MI Comm Type: VISIT

Analyst Name: RICK WADSWORTH Analyst: R-WADSWO

Action Date: 03/13/2012 Action Time: 10.51.30.536 Action Data: No

Comments WE HAVE PERFORMED THE LATSET UPDATE FOR THIS CONCERN PER TSB.THERE

ARE NO OTHER UPDATES AVAILABLE

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7810 MI

Comm Type: PHONE

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

HODOIN, LIGHT I

Action Date: 03/13/2012

Action Time: 16.16.32.077

Action Data: Yes

Comments CSM LISETTE XT 77738- OBC TO CUST

NOT BE MEETING HIS REQUEST FOR A VEH REPLACEMENT -ADVISED CUST WE WILL HONOR
THE OFFER FOR A REIMBURSEMENT - ADVISED CUST HE SHOULD STAY IN CONTACT WITH
THE DLRS FOR ANY UPDATES - CUST WAS UPSET WITH THE DECISION - ADVISED THE VEH
WAS LOSING POWER WHILE DRIVING AND WAS AFRAID HE WAS GOING TO BE IN AN
ACCIDENT - CUST STATED WHEN HE GETS INTO A WRECK HE WILL CONTACT AN ATTORNEY PROVIDED CUST FAX AND EMAIL INFORMATIO FOR PAYMENT STUB - SET F/U 3-16-2012
MONITORING FOR PAYMENT STATEMENT

Data Element Name Data Value

.....

DATE OF FOLLOW UP: 03-16-2012
TIME OF FOLLOW UP (HH:MM): 18:00

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7810 MI Comm Type: PHONE

Analyst Name:
HODGIN,LISETTE
Analyst: LHODGIN

Action Date: 03/16/2012 Action Time: 13.23.36.239 Action Data: Yes

Comments CSM LISETTE XT 77738- PAYMENT STATEMENT HAS NOT BEEN RCVD

Data Element Name Data Value

DATE OF FOLLOWIED 00.00.0040

DATE OF FOLLOW UP: 03-20-2012
TIME OF FOLLOW UP (HH:MM): 18:00

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE

Dealer: 09201 LANDERS FORD SOLUTIONS TEAM

Odometer: 7810 MI Comm Type: PHONE

Analyst Name:
HODGIN,LISETTE
Analyst: LHODGIN

Action Date: 03/20/2012 Action Time: 11.49.51.496 Action Data: Yes

Comments CSM LISETTE XT 77738- OBC TO OBC TO CUST ADVISED I HAVE NOT

RCVD FAX- PROVIDED CASE NUMBER AND FAX

Data Element Name Data Value

DATE OF FOLLOW UP: 03-23-2012
TIME OF FOLLOW UP (HH:MM): 18:00

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

Odometer: 7810 MI Comm Type: PHONE

Analyst Name:
HODGIN,LISETTE
Analyst: LHODGIN

Action Date: 03/23/2012 Action Time: 11.02.42.013 Action Data: Yes

Comments CSM LISETTE XT 77738- OBC TO CUST

HAVE NOT RCVD THE FAX- PROVIDED EMAIL AND FAX NUMBER - SET F/U 3-30-2012

Data Element Name

**Data Value** 

DATE OF FOLLOW UP:

03-30-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7810 MI

Comm Type: PHONE

Analyst Name:

Analyst: LHODGIN

HODGIN,LISETTE

**Action Time:** 

Action Data: Yes

Action Date: 03/27/2012

12.48.30.059

Action Data: Yes

Comments FAX RCVD FROM CUST SHOWING PAYMENT OF \$697.44-OBC TO CST CONFIRMED FAX WAS RCVD- ADVISED IT WOULD TAKE APPROX 2-3 WKS FOR THE CHECK TO ARRIVE-EMAIL SENT TO S.M RICK ADVISING OF REIMBURSEMENT- REQUESTING RO AND LINE NUMBER

**Data Element Name** 

Data Value

DATE OF FOLLOW UP:

03-29-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7810 MI

Comm Type: PHONE

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

Action Date: 03/27/2012

Action Time:

13.15.50.338

Action Data: Yes

Comments EMAIL RCVD FROM S/M RO# 600142 LINE 01- REPLIED THE PROGRAM CODE IS P11 APPROVAL CODE IS M07UZ FOR 697.44.- CUST IS AWARE THE CHECK WILL TAKE APPROX 2-3 WKS

**Data Element Name** 

Data Value

DATE OF FOLLOW UP:

------

TIME OF FOLLOW UP (HH:MM):

04-10-2012 18:00

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer: 09201 LANDERS FORD

Origin Desc: MANUAL - PHONE

CSR

Odometer: 8800 MI

Comm Type: PHONE

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Analyst Name: SOULES,

BRITTANY

Analyst: BSOULES

Action Date: 03/27/2012

Action Time: 16.07.06.152

Action Data: No

Comments CUSTOMER SAID: ***IBC FROM CUST***1--LOSS OF POWER DURING ACCELERATION. ---THE CUST HAS HAD SEVERAL CONCERNS. ---VEH HAS BEEN AT THE DLRSHIP 8 TIMES FOR CONCERNS. ---CUST HAS CASE NUMBER----VEH STILL HAS NOT BEEN FIXED. ---THE CUST WAS DENIED A BUYBACK. ---CUST WAS GIVEN ONE MONTHS PAYMENT---SEEKING FOR MORE TO BE DONE. ---CUST SEEKING FURTHER ASSISTANCE FROM FORDDEALER SAID: LANDERS FORD 19501 INTERSTATE 30BENTON, AR 72015 TEL:(501) 315-4700CRC ADVISED: -DUE TO MAJOR CUDL CONCERNS AND UNABLE TO VERIFY THAT THE CASE WAS OPEN OR CLOSED ---CUST WAS COLD TRAN TO CCT LISETTE;S VM EXT 77738

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 8800 MI

Comm Type: INBOUND

**EMAIL-OTHER** 

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

Action Date: 03/28/2012

Action Time: 09.34.55.355

Action Data: No

Comments EMAIL RCVD FROM S/M- I MIS UNDERSTOOD WHAT YOU WANTED. I GAVE YOU THE LAST REPAIR RO AND LINE #.I HAVE GENERATED A REPAIR ORDER FOR THE PAYMENT

REFUND.RO#601363 LINE 01--CSM PROVIDED NEW APPROVAL CODE M07A2

Action: CCS SUPERVISOR ESCALATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 8800 MI

Comm Type: PHONE

Analyst Name: HODGIN,LISETTE

Analyst: LHODGIN

Action Date: 03/28/2012

Action Time:

15.08.17.428

Action Data: Yes

Comments IBC FROM CUST - CUST INQUIRED IF THERE WERE ANY UPDATES ON THE REPAIR FOR HIS VEH- ADVISED CUST HE SHOULD CONTACT THE DLRS AS THEY WOULD HAVE FIRST HAND KNOWLEDGE OF UPDATES- CUST INQUIRED OF TRADE ASSISTANCE- ADVISED CUST WE DO NOT HAVE A TRADE ASSIST PROGRAM - CUST AWARE HE COULD TAKE THE VEH TO ANY FOR DLRS FOR TRADE- CUST INQUIRED WHAT WOULD HAPPEN IF HE WEN TO THE ATTORNEY GENERALS OFFICE- INFORMED CUST I COULD NOT GIVE HIM ADVISE AS THAT WOULD BE A LEGAL MATTER - CUST REQUESTED SUP FOR BUY BACK

Data Element Name

Data Value

SUPERVISOR'S CDSID:

GBIUNNO

------

SUPERVISOR'S NAME:

BIUNNO, GARY

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

**SOLUTIONS TEAM** 

Odometer: 8800 MI Analyst Name:

Comm Type: PHONE

HODGIN, LISETTE

Analyst: LHODGIN

Action Date: 03/28/2012

Action Time:

15.12.17.373

Action Data: No

Comments CST WAS ADVISED ONE DAY CALL BACK FOR SUP

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI Analyst Name: GRISSOM-EISENHAUER, WENDY

Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 03/29/2012

Action Time: 15.29.27.252

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name Day Phone Relationship

**SPOUSE** 

Comments CSM WENDY FXT 77748. OBC TO CUSTOMER @ SECONDARY PHONE: SPOKE WITH CUSTOMER ADVISED OF FRUSTRATION WITH VEHICLE, NUMEROUS REPAIRS, VISITS TO DLRSHP. CUSTOMER ADVISED OF FEAR OF LOSING POWER WHEN ACCELERATING, ESPECIALLY WHEN TRYING TO PASS SOMEONE. CUSTOMER SEEKING TRADE ASSISTANCE, ADVISED CUSTOMER THAT THERE IS NO TRADE ASSIST PROGRAM ANY LONGER, CUSTOMER HAS LOST FAITH IN VEHICLE, CUSTOMER ADVISING THAT HE IS LEAVING THE COUNTRY FOR BRAZIL AND WON'T BE BACK UNTIL MIDDLE OF MAY. ADVISED CUSTOMER THAT WE ARE RESEARCHING REQUESTING A BUYBACK/REPLACEMENT. <u>ADVISED OF F/U ON THURSDAY. CUSTOMER REQUESTING CALL TO HIS WIFE (CELL NO.</u>

AS HE WILL BE OUT OF THE COUNTRY. CUSTOMER ADVISED THAT IF BUYBACK REQUEST IS REJECTED, HE WILL PURSUE LEMON LAW.

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI Analyst Name: GRISSOM-EISENHAUER, WENDY

Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 03/29/2012

Action Time: 15.29.52.636

Action Data: Yes

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Comments ADDING F/U DATE 04-05-2012

**Data Element Name** 

**Data Value** 

DATE OF FOLLOW UP:

04-05-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI Analyst Name: GRISSOM-EISENHAUER, WENDY

Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 04/05/2012

Action Time:

Action Data: No

16.48.07.323

Comments BUYBACK/REPLACEMENT PACKAGE WAS COMPILED AND REVIEWED BY DRP AND ENGINEERING - REPLACEMENT REQUEST HAS BEEN DENIED. TECH SME ADVISES THAT ENGINEERING IS DEVELOPING REVISED CAC FOR CUSTOMER'S CONCERN - ANTICIPATED ETA IS BEGINNING OF JUNE 2012. OBC TO CUSTOMER @ SPOKE WITH MS. ESTRIDGE. ADVISED CUSTOMER OF DECLINATION OF REPLACEMENT REQUEST, ADVISED CUSTOMER OF CAC REPLACEMENT IN THE WORKS. CUSTOMER ADVISED SHE WOULD PASS ALONG INFORMATION TO HER HUSBAND. CUSTOMER 'S HUSBAND IS WORKING IN BRAZIL UNTIL NEXT MONTH. **CLOSING SUP ESCALATION**

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI Analyst Name: GRISSOM-

Comm Type: PHONE

EISENHAUER, WENDY

Analyst: WGRISSO2

Action Time:

Action Data: No

Action Date: 04/05/2012

16.48.37.835

Comments CLOSING CASE AT THIS TIME - CUSTOMER IS CURRENTLY OUT OF THE COUNTRY.

WILL REOPEN WHEN HE RETURNS

Action: TIER ONE CLOSE ISSUE

Dealer: 09201 LANDERS FORD Origin Desc: TIER ONE - MELBOURNE

Odometer: 9000 MI Comm Type: PHONE Analyst Name: SMITH, LEROY Analyst: LSMIT593

Action Date: 05/02/2012 Action Time: 15.55.11.562 Action Data: No

Comments **2011 F150****VEH SPUTTERS AND LOSES POWER AND GETTING WORSE****CUST WANTS CASE NUMBER AND EXT FOR CSM**====**PROVIDED CUST CASE NUMBER AND

EXT****CUST WILL CALL WHEN HE IS BACK IN THE COUNTRY**==

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI

Comm Type: PHONE

Analyst Name: HODGIN, LISETTE

Analyst: LHODGIN

Action Date: 05/07/2012

Action Time: 10.54.45.415

Action Data: No

Comments CSM LISETTE XT 77738- IBC FROM CUST = CUST INQUIRED ABOUT THE REPAIR-ADVISED CUST THE REPAIR IS SET FOR 5-15-2012- CUST INQUIRED WHY WE WENT THROUGH THE BUY BACK PROCESS IF THIS HAD NOT BEEN DONE FOR 10 YRS- STATED THIS WAS THE INFORMATION PROVIDED TO HIS WIFE- APOLOGIZED FOR THE CONFUSION - INFORMED CUST THE TRADE ASSISTANCE PROGRAM HAS NOT BEEN IN USED IN OVER TEN YRS- CUST QUESTIONED WHY A TRADE WAS BEING DISCUSSED- ADVISED CUST I DID NOT HAVE THE CONVERSATION WITH HIS WIFE THEREFORE I WAS NOT AWARE WHY THAT WAS BROUGHT UP - CUST INQUIRED WHAT THE NEXT STEPS WILL BE IF THIS DOES NOT FIX IT - ADVISED CUST WE WOULD REVIEW THE CASE AGAIN AND WHATEVER TOOLS NEED TO BE USED WILL BE AT THAT TIME- CUST REQUESTED SUP WENDY TO CALL HIM BACK

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9000 MI Analyst Name: GRISSOM- Comm Type: PHONE

EISENHAUER, WENDY

Analyst: WGRISSO2

Action Time:

Action Data: No

Action Date: 05/07/2012

13.36.11.593

Comments CSM WENDY EXT 77748. **SEE HISTORICALS** REOPENING CASE.

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9400 MI Analyst Name: GRISSOM-EISENHAUER, WENDY

Comm Type: PHONE Analyst: WGRISSO2

Action Time:

Action Date: 05/07/2012

13.46.35.334

Action Data: No

Comments OBC TO CUSTOMER @ SECONDARY PHONE: SPOKE WITH MR. CUSTOMER SEEKING CLARIFICATION AS TO PREVIOUS CONVERSATION WITH HIS WIFE. ADVISED CUSTOMER THAT HIS REQUEST FOR A BUYBACK HAD BEEN DECLINED. CONFIRMED WITH CUSTOMER THAT THERE WAS NO LONGER A TRADE ASSISTANCE PROGRAM AVAILABLE. ADVISED CUSTOMER OF TSB FORTHCOMING FOR CHARGE AIR COOLER. CUSTOMER NOT HAPPY, WANTS REPLACEMENT VEHICLE. CUSTOMER SAID HE

WOULD TAKE WHAT ACTION HE FEELS NECESSARY AT THIS TIME. CUSTOMER THEN DISCONNECTED CALL. **CLOSING SUP ESCALATION**

Action: CONCERN ADDRESSED

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9400 MI Analyst Name: GRISSOM-EISENHAUER,WENDY Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 05/07/2012

Action Time: 13.47.03.488

Action Data: Yes

Comments CLOSING CASE. CUSTOMER DISCONNECTED CALL. NO FURTHER ACTION BY CCT AT THIS TIME

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	83
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)	Υ

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 9400 MI

Comm Type: PHONE

Analyst Name: HODGIN.LISETTE

Analyst: LHODGIN

Action Date: 05/16/2012

Action Time:

15.45.39.095

Action Data: No

Comments CSM LISETTE XT 77738- IBC FROM MIKE FROM TEXAS DLRS ( DID NOT GET THE NAME)- ADVISED MR. ESTRIDGE WAS AT THE DLRS BECAUSE HE WAS ADVISED THE TSB WAS GOING TO BE RELEASED TODAY - ADVISED MIKE MR. ESTRIDGE SPOKE WITH THE SUPERVISOR LAST AND HE WAS ADVISED THE UPDATE WOULD NOT BE AVAILABLE UNTIL THE BEGINING OF JUNE

Print

VIN: 1FTFW1ET6BK

Year: 2011

Model:

Case: 383240302

Name:

Owner Status: Original WSD: 2011-10-04

Symptom Desc: INDICATOR CHECK ENGINE

Primary Phone:

Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS

Secondary Phone:

Issue Type: 04 REGION

Issue Status: CLOSED

Initial Customer Contact: 01/31/2012

Action: TIER ONE OPEN ISSUE Dealer: 09201 LANDERS FORD

Origin Desc: TIER ONE - MELBOURNE

Odometer: 7000 MI

Comm Type: PHONE

Analyst Name: SMITH, LEROY Analyst: LSMIT593 Action Date: 01/30/2012

Action Time: 10.46.48.267 Action Data: No

Comments **VEH HAS BEEN TO THE DLRSHIP 5 OR 6 TIMES****SPUTTERS AND LOSES POWER****CHECK ENGINE LIGHT AND 6 CYLINDER MIS-FIRE****UNABLE TO DUPLICATE ISSUE AT TIMES .. THEN SOMETIMES THEY CAN****THIS MORNING ITS AT THE DLRSHIP -CONTACTED FORD ENGINEERS****QUITE DIS-SATIFIED WITH THE TRUCK****DROPS FROM 8 MILES TO THE GALLON****ESTRIDGE 72019****VEH HAS LESS THAN 7K MILES****WANTS TO DISCUSS ISSUES WITH HIS VEH**====LANDERS FORD SCHEDULE SERVICE 19501 INTERSTATE 30BENTON AR 72015(501) 315-4700 ===="I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A

Action: DOCUMENT ADDITIONAL INFORMATION

SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.===

Dealer: 09201 LANDERS FORD

Origin Desc: DEALER

Odometer: 7000 MI

Comm Type: VISIT

Analyst Name: RICK WADSWORTH

Analyst: R-WADSWO

Action Date: 01/30/2012

Action Time: 12.52.25.019

Action Data: No

Comments DEALERSHIP UNABLE TO DUPLICATE CONCERNS.DESCRIPTION IS CONSISTANT WITH SSM 22912.PER SSM.ENGINEERING IS WORKING ON THE CONCERN.MAKE NO

REPAIRS.CUSTOMER IS AWARE OF SSM.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7000 MI

Comm Type: PHONE

Analyst Name: GRISSOM-EISENHAUER, WENDY

Analyst: WGRISSO2

Action Date: 01/31/2012

Action Time:

11.07.04.212

Action Data: No

Comments CSM WENDY EXT 77748 ASSISTING CSM LISETTE. CASE REVIEW: LTV 54, 2 ORIG VEHICLES, NO ESP, NO RECALLS, 1 RELATED REPAIR IN HISTORY.

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp... 8/1/2012

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7000 MI Analyst Name: GRISSOM-EISENHAUER, WENDY Comm Type: PHONE

Analyst: WGRISSO2

Action Date: 01/31/2012

Action Time: 12.11.51.639

Action Data: Yes

Comments OBC TO CUSTOMER @ SECONDARY PHONE:

CCT CONTACT INFORMATION.

LEFT VM MSG WITH

Data Element Name

Data Value

DATE OF FOLLOW UP:

02-02-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7000 MI

Comm Type: PHONE

Analyst Name: HAYWARD, JAMES

Analyst: JHAYWA16

Action Date: 02/02/2012

Action Time: 14.18.32.633

Action Data: Yes

Comments - CSM JAMES XT 77772 - OBC TO CUST AT SPOKE TO JOHNNY - VERIFIED VEH INFORMATION AND CONCERN - CUST STATES IT IS HAPPENING TO HIM SEVERAL MORE TIMES - ENGINE LIGHT IS STAYING ON - ADVISED CUST ENGINEERING IS LOOKING INTO THE REPAIR - ADVISED CUST QE WILL DISCUSS ISSUE WITH TECH SME AND SEE IF THERE IS AN ETA FOR TSB - ADVISED WE WILL F/U ON 02-06-2012

**Data Element Name** 

Data Value

DATE OF FOLLOW UP:

02-06-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME

Dealer: 09201 LANDERS FORD

Origin Desc: CUSTOMER CARE

SOLUTIONS TEAM

Odometer: 7000 MI Analyst Name: GRISSOM-EISENHAUER,WENDY Comm Type: PHONE Analyst: WGRISSO2

Action Time:

Action Date: 02/06/2012

16.16.54.911

Action Data: No

COMMENTS CSM WENDY EXT 77748. CONFERENCE CALL WITH TECH SME A. BASHIR, CCT AND CUSTOMER. OBC TO CUSTOMER @ SECONDARY PHONE:

SPOKE WITH MR.

TECH SME WENT OVER CUSTOMER'S CONCERNS, I.E., CHECK ENGINE LIGHT, ENGINE MISFIRE ON CYLINDER NO. 6. TECH SME ADVISED OF RECALIBRATION BEING WORKED ON, NO ETA YET; TECH SME ALSO ADVISED OF POSSIBLE REPAIR TO CAC, NO ETA YET. CUSTOMER ADVISED HE IS VERY FRUSTRATED, ADVISED THAT IF VEHICLE CANNOT BE REPAIRED, HE WOULD LET FMC HAVE VEHICLE BACK. REQUESTED CUSTOMER CONTACT CCT WHEN HE RETURNS BACK TO US, CUSTOMER TO BE OUT OF THE COUNTRY FOR THE NEXT MONTH. CUSTOMER AGREED. CUSTOMER TO TOUCH BASE WITH CCT FOR UPDATE ON RECALIBRATION, UPDATE TO CAC WHEN HE RETURNS TO TOWN.

Report a Problem

Print Page Click Here

OASIS RESULT: 1FTFW1ET6BK

USA: EN-US

14-SEPTEMBER-2012 / 16:12:21 EST/ APP2 Local Time: 14-SEPTEMBER-2012 / 4:12:23 PM

VEHICLE INFORMATION

VEHICLE DESCRIPTION: 2011 F-SERIES LD TRANSMISSION 6R80 6 SPD AUTO PAINT COLOR: WHITE PLATINUM TRI-COAT AXLE RATIO: 3.73 FINAL DRIVE RATIO SYNC VERSION: V3

BODY STYLE: F-150 SUPERCREW 4X4 AXLE CODE: L6 PAINT CODE: UG WHEEL SIZE: 18X7.5 7 SPK ALUM-UNIQUE PAINT VHR ACTIVATED: N

ENGINE: 3.5L DOHC 4V V6 GTDI ENGINE CALIBRATION: BF613C0A RADIO: AM/FM STRO/MP3/6 X CD IN DASH FRONT TIRE: P275/65R18 A/T OWL GROSS VEHICLE WEIGHT: 7200 LB. GVW

WARNING MESSAGES

CUDL - THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT

 ACCURATE REPAIR NOTIFICATIONS ATTENTION TECHNICIANS AND SERVICE MANAGERS: 3.6L GTDI ONLY FOR DTC P0430, P0299, AND P030X SEE TSB 12-06-04

GENERAL WARRANTY INFORMATION

WARRANTY START DATE: 04-OCTOBER-2011

BUILD DATE: 15-JULY-2011

New Vehicle Base Warranty

Click here for CUDL

OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

WARRANTY REPAIR HISTORY

SALE MILEAGE

27-AUGUST-2012

DEALER: Landers Ford

WARRANTY CLAIM NUMBER:

ODOMETER: 013310M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
CL3Z 6K682A	TURBO CHG-EXH DRIVE	001	9438AL	D8	FAILED GASKET/SEAL
		000	6775A		

L-H TURBO EXCESSIVE OIL LEAKING TO CHARGE AIR COOLER. FORD ENGINEER ROAD TES TED VEHICLE, REMOVED INNER COOLER TUBE TO INSPECT FOR WATER AND OIL IN CAC, REPLACED L-H TURBO DUE TO EXCESSIVE OIL LEAKAGE INTO CAC. AND RETEST ENGINE OPERATES PROPERLY AT THIS TIME

03-JULY-2012

DEALER: Landers Ford

WARRANTY CLAIM NUMBER:

ODOMETER: 011724M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
6K775	COOLER ASSY	000	120604A	42	DOES NOT OPERATE PROPERLY

REFER TO TSB 12-6-4 REPROGRAMMED PCM PER TSB 12-6-4 AND ROAD TEST 11 MILE S. VEHICLE WAS ALREADY EQUIPPED WITH THE CAC AIR DEFLECTOR PER TSB

02-MAY-2012

**DEALER: Landers Ford** 

WARRANTY CLAIM NUMBER:

ODOMETER: 009396M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BXT 65750	MOTORCRAFT BATTERY	001	10654C	42	DOES NOT OPERATE PROPERLY
		000	10654C1		
				LI CLUB COLLA CLUCTURE	

BATTERY FAILED TEST, RAN EEC TEST CODE P068A RAN BATTERY TEST, BATTERY FAILED REPLACED BATTERY & RAN CHARGING SYSTEM, VEHICLE CHARGING AT 14.2 VOLTS, DTC CODE 068JS UKBJZ G16, ACCESS CODE XEADE

28-MARCH-2012

DEALER: Landers Ford WARRANTY CLAIM NUMBER

ODOMETER: 008281M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
THE TRUMBULA	THE DECOME THE	GO. D. C. L.	District.	CONDITION	OCHO TION DEGO
VEHPAY	AWA FOR VEHICLE PAYM	000		82	FREIGHT/POSTAGE/MAINTENANCE
Telli At	ATTAL ST. TELLISEE THEM				THE OTHER CONTROL MAINTENANCE

FORD TO REIMBURSE CUSTOMER A VEHICLE PAYMENT CASE# 383240302 IN THE AMT OF \$ 697.44 AUTH# M07UZ

16-FEBRUARY-2012

DEALER: Landers Ford WARRANTY CLAIM NUMBER:

ODOMETER: 007165M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BL3Z 5E212E	CONVERTER CATALYTIC	001	120210B	04	SOFTWARE REVISION/FLASH MODULE
W520514S440		002			

TSB 12-2-10 REPLACED CONVERTER AND REPROGRAMMED PCM PER TSB 12-2-10

23-JANUARY-2012

DEALER: Landers Ford

WARRANTY CLAIM NUMBER ODOMETER: 005594M

ĺ	PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
1	ESPRCR	ESP RENTAL COUPON	001	RC241410010	82	FREIGHT/POSTAGE/MAINTENANCE
-						

ENTERPRISE RENTAL USE ESP RENTAL COUPON#241410010

22-NOVEMBER-2011

DEALER: Landers Ford



WARRANTY CLAIM NUMBER

ODOMETER: 002436M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BL3Z 9B325C	BRKT FUEL TUBE SUPPO	001	12650D	42	DOES NOT OPERATE PROPERLY
		000	12650D45		
		000	12650D80	and Parameters	
		000	12650D22		
10000		000	12650DX1		

PURGE CONTROL SOLENOID STUCK ROAD TEST, UNABLE TO DUPLICATE CONCERN, EEC TEST, RECEIVED CODES P0306-P0299, PINPOINT TEST, FOUND NO CAC LEAKS OR CONCE RNS WITH TURBO, SENT HOTLINE REQUEST, CHECKED AND FOUND GROUND G105 GOOD, CH ECKED PIDS, REPLACED STICKING PURGE CONTROL SOLENOID, PROGRAMMED PCM TO LATE ST CALIBRATION AND RETEST. ENGINE OPERATES PROPERLY AT THIS TIME

#### 22-NOVEMBER-2011

DEALER: Landers Ford

WARRANTY CLAIM NUMBER PART DESCRIPTION PART NUMBER

ODOME	ER: 002436M		
LABOR OP	CONDITION CODE	CONDITION DESC	
	82	FREIGHT/POSTAGE/MAINTENANCE	$\neg$

CONDITION DESC

		T	AP1	
FNTS	:DDD	SE	TAP	DAY

22-NOVEMBER-2011

DEALER: Landers Ford

WARR	ANTY CLAIM	NUMBER:		ODOMET	TER: 002436M
p	ART NUMBER	PARTITIESCRIPTION	)[OUANTITY]	LABOR OR	CONDITIONICO

QUANTITY

CUSTOMER WENT BACK IN LOANER

FREIGHT/POSTAGE/MAINTENANCE Click Here for Full Warranty History

| Report a Vehicle Concern | On-line 1878 END OF OASIS REPORT FOR 1FTFW1ET6BKD85816 © Copyright 2002-2012 Ford Motor Company. All rights reserved. Server: AWS Prod

Claims loaded through: 01-AUG-2012

# STANDARD CLAIMS LIST

# **AWS Online Report**

Run Date: 02-AUG-12

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

VIN	AWS VL	WERS VL		BODY CAB	VER SERIES			TRANS		DATE	DATE	SELLING DEALER		TI	s wcc	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC (	CD
IFTFW1ET6BKI	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	15- JUL- 2011	04- OCT- 2011	152462	USA	2	5811	BL3Z	9B325	С	F04	S11	V29	E29 4	12
AWS Claim Key:	1796683	3 Doc #	: 5977	4701	Trx Coc	de:	S07	Labor I	Hrs:	1.3	Labor	Cost:	110.7	5 M	aterial	Cost:	53.34	Total Cost:		164.09			
Dir Cd-Sub Cd:	09201-*	Name	: LAN	DERS F	ORD		Ph:	501-315	4700	St: AR	Ctry Cd:	USA	Reg (	Cd:	NA	Repr	Date:22-N	IOV-20	011	DIST(	Mile):2	2436	
Cust Comments:	ENGIN	E LIGH	T ON,	FLUTT	ERING A	AND VI	BRATIN	G WHEN	N ACC	ELRAT	ING TO	PASS SO	MEON	E.									
Tech Comments:	TEST, F	OUND ED PIE	NO C	AC LEA	AKS OR	CONCE ING PU	RNS WI	TH TURI	BO, SE	NT HC	TLINE	ONCERN, REQUEST, AMMED P	, CHE	CKE	DAND	FOU	ND GROU	ND G1	05 GC	OOD,			
IFTFWIET6BK	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	15- JUL- 2011	04- OCT- 2011	152462	USA	2	6Y20	*	TAP1	•	F09	SXX	V99	A99 8	32
AWS Claim Key:	1874766	Ooc #:	5977	4707	Trx Coo	de:	TAPI	Labor I	Irs:	0	Labor	Cost:	0	M	aterial	Cost:	0	Total Cost:		120			
Dir Cd-Sub Cd:	09201-*	Name	: LAN	DERS F	ORD		Ph:	501-315	4700	St: AR	Ctry Cd:	USA	Reg (	d:	NA	Repr	Date:22-N	OV-20	11	DIST(	Mile):2	2436	
Cust Comments: Tech Comments:	ADD A				YS N LOAN	ER		Evange Connection 1													(1777anaoa)(1777		
1FTFW1ET6BK	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	15- JUL- 2011	04- OCT- 2011	152462	USA	2	6Y20		TAP1	,	F09	sxx	V99 /	499 8	12
AWS Claim Key:	1811307	Doc #:	5977	4702	Trx Coc	de:	TAP1	Labor I	lrs:	0	Labor	Cost:	0	M	aterial	Cost:	0	Total Cost:		30			
Dir Cd-Sub Cd:	09201-*	Name	: LAN	DERS F	ORD		Ph:	501-315	4700	St:	Ctry Cd:	USA	Reg C	d:	NA	Repr	Date:22-N	OV-20	11	DIST(	Mile):2	436	

Cust Comments: Tech Comments:	ENTERPRISE RENTAL ENTERPRISE TAP DAY
IFTFW1ET6BK1	F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW JUL- OCT- 152462 USA 4 6Y05 * ESPRCR * F09 SXX V99 A99 2011 2011
AWS Claim Key:	2359766 Doc #: 59949902 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30
Dlr Cd-Sub Cd:	09201-* Name: LANDERS FORD Ph: 501-3154700 St: Ctry AR Cd: USA Reg Cd: NA Repr Date:23-JAN-2012 DIST(Mile):5594
Cust Comments: Tech Comments:	ENTERPRISE RENTAL ENTERPRISE RENTAL USE ESP RENTAL COUPON#241410010
IFTFW1ET6BKI	F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW JUL- OCT- 152462 USA 5 4C03 BL3Z 5E212 E F04 S11 V29 E29 2011 2011
AWS Claim Key:	2852448 Doc #: 60014201 Trx Code: S07 Labor Hrs: 1 Labor Cost: 85.19 Material Cost: 405.35 Total Cost: 490.54
Dlr Cd-Sub Cd:	09201-* Name: LANDERS FORD Ph: 501-3154700 St: Ctry USA Reg Cd: NA Repr Date:16-FEB-2012 DIST(Mile):7165
Cust Comments: Tech Comments:	ENGINE LIGHT COMING ON AND VIBRATING WHEN ACCELERATING TO PASS TSB 12 2 10 REPLACED CONVERTER AND REPROGRAMMED PCM PER TSB 12 2 10
IFTFW1ET6BK	15- 04- F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW JUL- OCT- 152462 USA 6 6Y20 * VEHPAY * F09 SXX V99 A99 2011 2011
AWS Claim Key:	3036819 Doc #: 60136301 Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 697.44
Dir Cd-Sub Cd:	09201-* Name: LANDERS FORD Ph: 501-3154700 St: Ctry AR Cd: USA Reg Cd: NA Repr Date:28-MAR-2012 DIST(Mile):8281
Cust Comments: Tech Comments:	FORD REFUNDED PAYMENT FORD TO REIMBURSE CUSTOMER A VEHICLE PAYMENT, CASE# IN THE AMT OF \$697.44 AUTH# M07UZ
IFTFW1ET6BK	F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW JUL- OCT- 152462 USA 8 7A01 BXT 65 750 F04 S11 V52 D02 2011 2011
AWS Claim Key:	3640343 Doc #: 60238201 Trx Code: 2 Labor Hrs: 4 Labor Cost: 34.08 Material Cost: 109.35 Total Cost: 143.43
Olr Cd-Sub Cd:	09201-* Name: LANDERS FORD Ph: 501-3154700 St: Ctry USA Reg Cd: NA Repr Date:02-MAY-2012 DIST(Mile):9396
Cust Comments:	CUSTOMER STATES HAD TO JUMP START VEHICLE THIS MORNING
Fech Comments:	BATTERY FAILED TEST. RAN EEC TEST CODE P068A RAN BATTERY TEST, BATTERY FAILED REPLACED BATTERY & RAN CHARGING SYSTEM. VEHICLE CHARGING AT 14.2 VOLTS. DTC CODE 068JS UKBJ2 G16, ACCESS CODE XEA0E

Any comments? You can contact

webmaster



This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click here to access this request

# **Additional Comments**

Request Det	ails
Additions and/or changes made to the request are highlighted	l in red.
Tracking Number	20086531
Status	Assigned
Currently assigned to	FPROSSER
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	TO CONTROL OF THE TOTAL OF THE TOTAL SHAPE WAS AND
Primary contact	Wannetta Perkins-Hill
Primary contact's phone number	313.322.4722
Primary contact's email address	wperki28@ford.com
Technician Name	TOUR SHEET OF THE SECOND TO SECOND T
Technician certified in relevant speciality	
Dealership Name	LANDERS FORD
P&A Code	09201
Facing Region (SDR separate from Contact Regions)	C3 - MEMPHIS
Geographic Region (SDR combined with Contact Region)	C3 - MEMPHIS
FCSD Sales Zone	A02
FCSD Technical Zone	T15
VIN	1FTFW1ET6BK
Vehicle year/model	2011 F-150
Vehicle mileage	11,724

Repair Order (R.O) # Customer Name	
Vehicle Down? GCQIS Report #	N/A
TAR Open? CuDL Case #	
Priority	Medium  OGC request FSE assistance needed for final repair attempt. Customer complaints are engine.
Request description	Must be compelted by 8/13/12. Contact Wannetta Perkins-Hill 313.322.4722 wperki28@ford.com Updated By MCOLFESC08/01/2012 04:33:00 PM
GCQIS Comments	
FSE Comments	Inspection dates 8/8/2012, 8/9/2012 or 8/10/2012. What is the concern with the engine?Updated ByFPROSSER08/01/2012 06:17:12 PM Inspected the vehicle and found the left side turbo charger internally leaking oil. The Dealership is replacing the turbocharger Updated ByFPROSSER08/31/2012 10:26:46 AM Replaced Turbo Charger and tested the vehicle for 310 miles, unable to duplicate the concern. Recommend the dealership return vehicle to customer Updated By FPROSSER09/11/2012 08:51:45 PM
Initial Contact Date	8/27/2012
Person Contacted	Rick Wadsworth
Dealership visit planned?	Yes
Visit date, if planned	8/27/2012
Did Visit Occur?	Yes
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Repo Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	Francisco Control (1996) Committee (1996) (1996) Control (1996) (1996) (1996) (1996) (1996)
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by Created date	MCOLFESC
Last Revised by	08/01/2012 04:33:01 PM EST
Last revised date	FPROSSER 09/11/2012 09:51:46 PM EST
	071172012 09.91.40 1 W ES 1
This e-mail notification has been generated by: FPROSSER Thank you	



DAVID J. GORBERG & ASSOCIATES, P.C.

By: DAVID J. GORBERG Identification No.: 53084 32 Parking Plaza

Suite 700

Ardmore, PA 19003

215-665-7660

Attorney for Plaintiff

Mountain Top, PA

COURT OF COMMON PLEAS

VS.

Luzerne

Ford Motor Company C/O CT CORPORATION 116 PINE STREET SUITE 302 HARRISBURGH PA 17101 112 JUL -6 PM 2: 2

## **COMPLAINT**

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

  Mountain Top, PA
- 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

- Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
- 4. On or about December 21, 2011, Plaintiff purchased a new 2012 Ford F150 (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTFW1ET3CF. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.
- The price of the vehicle, including registration charges, document fees, sales tax,
   but, excluding other collateral charges not specified, totaled more than \$30,000.00.
- 6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.
- 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 21, 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, 3x engine/trans.
- 10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.
- 11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

- 12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.
- 13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.
- 14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.
- 15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.
- 16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.
- 17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

# COUNT I PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

- 18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  - 19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.
  - 20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.
  - 21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.
- 22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

- 23. Defendant failed to correct and or repair said nonconformities.
- 24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.
- Defendant does not require participation in any informal dispute settlement program prior to filing suit.
- 26. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
- 27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

# COUNT II MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

- 28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  - 29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
  - 30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).
  - 31. Plaintiff uses the subject product for personal, family and household purposes.
- 32. By the terms of the express written warranties referred to in this Complaint,

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

- 33. Defendant failed to make effective repairs.
- 34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
  - 35. Section 15 U.S.C. §2310 (d) (1) provides:

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

# COUNT III UNIFORM COMMERCIAL CODE

- 37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.
- 38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;
  - a. Breach of Express Warranty
  - Breach of Implied Warranty of Merchantability;
  - c. Breach of Implied Warranty of Fitness For a Particular Purpose;
  - d. Breach of Duty of Good Faith.

- 39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.
- 40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.
- 41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.
- 42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.
- 43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

# COUNT IV PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

- 44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.
- 45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:

DANAD 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: _____

#### All Action Details for Issue

Print

VIN: 1FTFW1ET3CF/ Name:

Year: 2012 Owner Status: Original

Model: WSD: 2011-12-21 Case: 1415171502

Symptom Desc:

Reason Desc: CORRESPONDENCE - CORRESPONDENCE Issue Type: 02 INFORMATION Issue Status: CLOSED **Primary Phone:** Secondary Phone:

Action: F7 - US - PREVIOUS DECISION MADE BY YOUR DEALER

Dealer: 02739 BARBER FORD

Origin Desc: MANUAL -CORRESPONDENCE CSR

Odometer: 1 MI

Comm Type: INBOUND CUSTOMER MAIL

Analyst Name: WOJEWSKI-BOYD

Analyst: MWOJEWSK

MARSHA

Action Data: No

Action Time: 11.31.56.568 Action Date: 05/29/2012

Comments CUSTOMER SAID: LTR UNDATED-CUST IS WRITING ABOUT A CONCENTHAT HE IS HAVING WITH HIS VEH WHICH HE FEELS IS A SAFETY HAZARD-BEEN TO THE DLRSHP 3 TIMES AND IS BEING TOLD THAT FORD IS WORKING ON A FIX-VEH BUCKS AND HESITATES IN 6TH GEAR WHEN LUGGING UP A HILL ALONG WITH HESTIATNG AND SURGING IN ALL GEARSOBC TO BARBER FORD CONFIRMED THAT THERE IS A MSG 2225 REGARDING THE CUST ISSUE BUT THE DLR IS UNABLE TO DUPLICATE THE CONCERNSENT SUPPORT DLR LTRCRC ADVISED: SUPPORT DLR LTR

Ford Confidential

Server: AWS Prod

Claims loaded through: 25-JUL-2012

### STANDARD CLAIMS LIST

### **AWS Online Report**

Run Date: 26-JUL-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	VRT ROW	VFG CCC CD
1FTFW1ET3CF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	01- DEC- 2011	21-DEC- 2011	116490	USA	3	2G05	•	RECALEM	* F04	S11	V52 D42 04
AWS Claim Key:	469317	Doc#:	107064	101	Trx Code	e:	S07	Labor Hrs:		.4	Labor Co	ost:	30.31		terial (	Cost:	0	Total Cost:	30.31	
Dir Cd-Sub Cd:	03982- *	Name:	BARB	ER FORE	, INC.		Ph:	570-6543	3351	St: PA	Ctry Cd:	USA	Reg Co	<b>l</b> :	NA	Repr	Date:22-FEB	-2012	DIST(	Mile):3680
<b>Cust Comments:</b>	CUSTO	MER ST	ATES T	HAT TH	E VEHICL	E HESITA	ATES ANI	BUCKS	SEEM A	TTACH	ED TSB # 1	12 2 10								
Tech Comments:	REPRO	GRAME	DASP	ER TSB I	20210 REG	CHECK														
NAVABLE AND DESCRIPTION OF THE PARTY OF THE			_																	

Any comments? You can contact



webmaster

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mgmt

Indicator Summary

Help Exit

### **GCQIS** Report Analysis

### **Report Summary**

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Save

Mail Report

**Download Options** 

Report Detail Section: View Details

Report#:

CDSBN019 NHL

Attachments: 0

**Reviewed Status:** Date:

CCRG/EPRC:

2012,F150 4X4 ,F150 ,SUP

CRW,STYSD ,1FTFW1ET3CF

Build Date: 12/01/2011

Received:

04/19/2012

Odometer:

5,010 M

Engine:

3.5L-GTDI

Calibration: CF613K0A

Transmission:

6R80E

Axle:

3.73 LOCK

A/C:

YES

Dealer:

Vehicle:

USA 03982 Barber Ford, Inc.

Phone#:

(570) 654-3351

City:

Exeter

State:

Pennsylvania Country:

USA

Originator:

PAUL MARGELLINA

Symptom:

5 54 3 39 DRV PERF, LACK/LOSS PWR , CRUISE/STEADY, INTERMITTENT

Status:

VFG:

V52 DRIVEABILITY

Additional Symptom:

SURGE WHILE CRUISING

Fix:

Causal Component:

**Condition Code:** 

Hotliner: JDODDS6

Phone: 000 000-0000

Regn Cd: N3 Philadelphia

**Engineering:** 

Phone:

TAR:

DIr Contact: PAUL MARGELLINA

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

#### Comments:

REPAIR

04/19/2012 03:42PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: WHEN DRIVING AT LOWER RPMS BETWEEN 40 AND 65 MPH THE VEHICLE BUCKS AND HESITATES ( AND IT SOUNDS LIKE THE WASTE GATES ARE OPENING AND CLOSING DIAGNOSTICS: IDS TEST NO CODES, TSB 12-02-10 ALREADY DONE AT 3680 MILES, CHECKED THERE IS NO UPDATES AVAL,

PARTS REPLACED: NONE TECH QUESTION: ANY KNOWN CONCERNS?

RECOMM 04/19/2012 03:42PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE PAUL, DURING THE TIME OF THE CONCERN, PLEASE REVIEW THE TURBOCHARGER WASTE GATE VALUES IN ADDITION TO THE TURBO BYPASS VALVES TO VERIFY IF THE READINGS/STATES CHANGE CONSISTENTLY WITH THE CONCERN. IF SO, NO FURTHER REPAIR ATTEMPTS SHOULD BE MADE AT THIS TIME AS THIS CONCERN IS UNDER INVESTIGATION. IF NO ISSUES HAVE BEEN DETECTED, RECOMMEND TO REVIEW SSM 22225 WHICH MAY BE A CONTRIBUTING FACTOR TO THIS CONCERN.

Save

File Report To This Folder Folder Number:

File Report To A Folder Exists in Folder(s)

**Download Options** 

**Add Comments** 

Previous

Next

Mail Report

Requester: DWASHI49

Report Summary

Server: ECCWS686

Ford Proprietary, Private

26-Jul-2012 Retention: None



# Krohn & Moss, Ltd.

(Artisma, California, Florida, Illinois, Indiana, Kantucky, Minnesota, Missouri, Nevada, Ohio, Taxas, Wiscousin, Washington, DC)

Main Office

10 N. Dearborn St., 3⁻¹ Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Number (404) 325-9936 Writer's Direct Facsimile (866) 289-0898 Writer's Direct B-Mail stortes@consumerlawcenter.com

RECEIVED

MAR 0 8 2012

March 5, 2012

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

RE: v. Ford Motor Company
Vehicle: 2011 Ford F-150

VIN: 1FTFW1CT6BF

To Whom It May Concern:

Please be advised that this office represents the above-named individuals and corporation regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Georgia Motor Vehicle Warranty Rights Act ("Lemon Law") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

- 1. Defective engine as evidenced by repeated illumination of the check engine light and engine stalling;
- 2. Defective transmission as evidenced by erratic shifting; and
- 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/non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. You are hereby notified of your Final Opportunity to Repair. Should you elect to make a final attempt to repair any of these defects/nonconformities, please contact me directly IN WRITING within the next (7) seven days. Because of the inordinate amount of repairs, my clients have justifiably lost confidence in the vehicle.

My clients' repair history clearly shows there was a breach of the written warranty and/or implied warranty of merchantability based upon the generally accepted rule that an unsuccessful effort to remedy defects/nonconformities found to exist renders the warrantor liable.

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

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

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

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT MY 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. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

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

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

Best regards,

E. Scott Fortas Attorney at Law

ESF/tm

# IN THE STATE COURT OF COBB COUNTY STATE OF GEORGIA

	) 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
Plaintiff.	) Civil Action No. 2012 A 1687-6
vs.	)
FORD MOTOR COMPANY,	JURY TRIAL DEMAND
Defendant.	)

### **COMPLAINT**

COME NOW,

Plaintiffs in the above-styled action, by and through Plaintiffs' undersigned attorneys, and hereby files Plaintiffs' Complaint against Defendant, FORD MOTOR COMPANY, and shows this Honorable Court as follows:

### STATEMENT OF JURISDICTION AND VENUE

- 1. Plaintiffs, hereafter "Plaintiffs") are individuals, who at all times relevant hereto has resided in the State of Georgia.
- 2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, 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 through a system of authorized dealerships.
- Manufacturer may be served through its registered agent: The Corporation Company,
   328 Alexander Street, Suite 10, Marietta, GA 30060. Manufacturer is therefore subject to the jurisdiction of this Court.
  - 4. Venue is proper in Cobb County, as Manufacturer's statutory agent is properly

registered there or in the alternative venue is proper in Cobb County for the following additional reasons:

- a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.
- Manufacturer advertises its vehicles for sale through a nationwide marketing program
   that is intended to reach consumers located within each county of Georgia.
- c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.
- d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

### STATEMENT OF FACTS

5. On or about May 31, 2011, Plaintiffs purchased a 2011 Ford F-150 from Jim Tidwell

Ford (VIN # 1FTFW1CT6BF (hereafter "vehicle") for valuable consideration.

- Plaintiffs' vehicle is manufactured and/or distributed by Manufacturer through its authorized dealers as described above for valuable consideration.
- 7. The price of the vehicle, including registration charges, document fees and sales tax, and including other collateral charges, such as bank and finance charges, totaled more than \$45,878.16.
- 8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiffs a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.
  - 9. Plaintiffs took possession of the vehicle on May 31, 2011.
- 10. Shortly after taking possession of the vehicle, Plaintiffs experienced various defects in the vehicle, including, but not limited to, defects in the following components of the vehicle: (a) defective engine as evidenced by repeated illumination of the check engine light and engine stalling; (b) defective transmission as evidenced by erratic shifting; (c) and other defects identified on the repair receipts generated by Manufacturer's authorized repair facilities/dealers.
- 11. These defects are items specifically covered by the terms of Manufacturer's written warranty identified above and these defects render the vehicle unfit for its ordinary purpose.
- 12. Manufacturer by and through its authorized dealers was unable to repair the vehicle after being afforded a reasonable number of attempts or reasonable opportunity to cure the defects in the vehicle.
- 13. As a result of the defects in the vehicle and Manufacturer's inability to repair the vehicle. Plaintiffs justifiably lost confidence in the vehicle's reliability.

- 14. The value of the vehicle has been substantially impaired to Plaintiffs.
- 15. The defects were not and could not have been reasonably discovered by Plaintiffs prior to Plaintiffs' purchase of the vehicle.
- 16. As a result of the defects and Manufacturer's inability to cure, Plaintiffs revoked acceptance of the vehicle.
- 17. At the time of revocation, the vehicle was in substantially the same condition as it was at the time of delivery except for damage caused by its own defects and ordinary wear and tear.
- 18. Manufacturer refused Plaintiffs' demand for revocation and the corresponding remedies to which Plaintiffs is entitled under the law.
- 19. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiffs with a merchantable vehicle.
- 20. Specifically, in addition to the value of the vehicle being impaired due to its defects, Plaintiffs suffered aggravation and inconvenience by being forced to use and operate a vehicle fraught with defects in addition by being forced to rearrange Plaintiffs' personal affairs to tender the vehicle for repair. Plaintiffs also were without the beneficial use of the vehicle during the time it was tendered for repair and/or unable to be operated to its fullest extent due to its defects.

### COUNT I BREACH OF WRITTEN WARRANTY

### (Pursuant to the Magnuson-Moss Warranty Act)

- 21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.
  - 22. Plaintiffs are consumers, as contemplated by the Magnuson-Moss Warranty Act.

- Manufacturer is a warrantor and suppler of a consumer product, as contemplated by the Magnuson-Moss Warranty Act.
- 24. Plaintiffs are entitled by the terms of the written warranty provided to him by Manufacturer through its authorized dealer to enforce the obligations of said warranty.
- Plaintiffs' vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 26. The warranty provided that Manufacturer would repair or replace defective parts, or take other remedial action free of charge to Plaintiffs in the event that the Vehicle failed to meet the specifications set forth in written warranty.
- 27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiffs and Manufacturer.
- 28. The purchase of Plaintiffs' Vehicle was induced by the written warranty, upon which Plaintiffs relied.
  - 29. Plaintiffs have honored Plaintiffs' obligations under the warranty.
- 30. Manufacturer breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts or reasonable opportunity to cure.
- 31. Plaintiffs notified Manufacturer of its breach within a reasonable period of time after discovering it by tendering the vehicle to Manufacturer's authorized dealers for repair as instructed by Manufacturer's written warranty and by providing written notification to Manufacturer.
- 32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or

- (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) In accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for damages and other relief.
- 33. Plaintiffs requests attorney's fees and show that they are entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act.

### WHEREFORE, Plaintiffs prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiffs be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
  - (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
  - (ii) Incurred and/or needed costs of repair;
  - (iii) loss of use;
  - (iv) lost wages;
  - (v) aggravation and inconvenience damages;
  - (vi) any other incidental and consequential damages;
  - (vii) Reasonable attorneys' fees and costs; and
  - (ix) such other and further relief as the Court deems right and appropriate.

# BREACH OF IMPLIED WARRANTY

### (Pursuant to the Magnuson-Moss Warranty Act)

- 34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.
  - 35. The vehicle purchased by Plaintiffs is subject to an implied warranty of

merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

- 36. Manufacturer contracts to sell goods. Manufacturer sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiffs.
- 37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Manufacturer is a merchant with respect to such goods.
- 38. The implied warranty was breached by Manufacturer because they sold Plaintiffs a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.
  - 39. The vehicle has failed to meet Plaintiffs' reasonable expectations.
- 40. The vehicle has not provided dependable transportation, and it has not been troublefree.
- 41. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Manufacturer.
- 42. As a result of the breach of implied warranty by Manufacturer, Plaintiffs is without the reasonable value of the Vehicle.
- 43. As a result of the breach of implied warranty by Manufacturer, Plaintiffs has suffered and continues to suffer damages, including those specifically identified in the foregoing paragraphs.

### WHEREFORE, Plaintiffs prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- Plaintiffs be awarded damages to which he is entitled under the Magnuson-Moss Warranty
   Act, and Georgia Statutory Law, including, but not limited to:
  - (i) Diminished value pursuant to O.C.G.A. § 11-2-714,

- (ii) Incurred and/or needed costs of repair;
- (iii) loss of use;
- (iv) lost wages;
- (v) aggravation and inconvenience damages;
- (vi) any other incidental and consequential damages;
- (vii) Reasonable attorneys' fees and costs; and
- (vii) such other and further relief as the Court deems right and appropriate.

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiffs request that the present case be tried by a jury.

Submitted this 4th day of May 2012.

E. Scott Fortas, Esq. Georgia Bar No. 269980

Attorney for Plaintiff KROHN & MOSS 10 North Dearborn Street 3rd Floor Chicago, Illinois 60602 (312) 578-9428

Print

VIN: 1FTFW1CT6BF

Year: 2011

Model: F-SERIES

Case: 576860592

Name:

Owner Status: Original

WSD: 2011-05-31 Primary Phone:

Symptom Desc: NO CRANK START TEMP ALL ENGINE TEMP Reason Desc: DRP-VEHICLE REPURCHASE REQUEST

Issue Status: CLOSED

Secondary Phone:

Issue Type: 06 BBB AUTO LINE/DACO

Action: OPEN - PENDING ELIGIBILITY Dealer: 00472 JIM TIDWELL FORD

Comm Type: MAIL

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 7200 MI

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Data: No

Action Date: 03/08/2012

Action Time: 16.05.12.104

Comments NEW CASE: FRD1213764. REPRESENTED BY ERIC SCOTT FORTAS OF KROHN & MOSS AL GA IL KY KS

MN MO WI TX. PROBLEMS: ENGINE/TRANSMISSION.

Action: BBB-NEW CASE ELIGIBLE

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 7200 MI

Comm Type: OUTBOUND

**EMAIL-OTHER** 

Analyst Name: PONTILLO

Analyst: TPONTILL

(TPONTILL), TERESA Action Date: 03/09/2012

Action Time: 09.16.12.822

Action Data: No

Comments OPEN BBB CASE ON 03/08/12.

Action: FIELD E-MAIL SENT - DRP

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE

**RESOLUTION PROGRAM** 

Odometer: 7200 MI

Comm Type: OUTBOUND

**EMAIL-OTHER** 

Analyst Name: PONTILLO (TPONTILL), TERESA

Analyst: TPONTILL

Action Date: 03/09/2012

Action Time: 09.49.03.053

Action Data: No

Comments SUBMITTED DEALER REPORT TO SM PATRICK MCCONVILLE AT JIM TIDWELL FORD AND SUBMITTED

TFOAM REQUEST.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 7200 MI

Comm Type: OUTBOUND

**EMAIL-OTHER** 

Analyst Name: PONTILLO (TPONTILL), TERESA

Analyst: TPONTILL

Action Date: 03/09/2012

Action Time: 09.49.59.324

Action Data: No

Comments SUBMITTED INITIAL POSITION TO BBB ADVISING THERE WILL BE NO SETTLEMENT OFFERS AT THIS

TIME.

Action: OPEN - CABBB CASE ELIGIBLE

Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI

Analyst Name: COSTELLO, MATT

Action Date: 03/09/2012

Comm Type: MAIL Analyst: M-COSTE3

Action Time: 21.05.11.958

Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00472 JIM TIDWELL FORD

Comm Type: OUTBOUND

Odometer: 7200 MI

Analyst Name: PONTILLO

(TPONTILL), TERESA

Action Date: 03/15/2012

Analyst: TPONTILL

**EMAIL-OTHER** 

Action Time: 15.37.39.007

Action Data: Yes

RESOLUTION PROGRAM

Origin Desc: BETTER BUSINESS BUREAU

Origin Desc: CONSUMER AFFAIRS-DISPUTE

Comments RECEIVED DEALER REPORT FROM SM PATRICK MCCONVILLE.

**Data Element Name** 

**Data Value** 

DATE PAPERWORK REC'D

03-19-2012

Action: COMPANY REPORT SUBMITTED

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 7200 MI

Comm Type: OUTBOUND **EMAIL-OTHER** 

Action Time: 08.44.03.232

Analyst Name: PONTILLO

Analyst: TPONTILL

(TPONTILL), TERESA Action Date: 03/19/2012

Action Data: Yes

Comments SUBMITTED MRF POSITION TO BBB VIA FAX AND EMAIL.

**Data Element Name** 

Data Value

CUSTOMER CONTACTED BY FORD

REGION RESPONDED TO DSB E-MAIL (Y/N)

NO YES

Action Data: No

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI

Analyst Name: COSTELLO, MATT

Action Date: 03/27/2012

Comm Type: MAIL

Analyst: M-COSTE3

Action Time: 21.05.16.336

Origin Desc: BETTER BUSINESS BUREAU

Comments HEARING SCHEDULED ON 03/26/12 AT 10AM

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 7200 MI

Comm Type: OUTBOUND

**EMAIL-OTHER** 

Analyst Name: PONTILLO (TPONTILL), TERESA

Analyst: TPONTILL

Action Date: 04/02/2012

Action Time: 08.40.36.751

Action Data: Yes

### Comments DENIAL DECISION RENDERED BY ARBITRATOR. CASE CLOSED AND FINISHED.

Data Element Name

ARBITRATOR NAME (LAST NAME, FIRST NAME)

DENIAL DECISION (Y=YES, N=NO)

VEHICLE PAYMENT

VEHICLE REIMBURSEMENT

ESP (Y=YES, N=NO)

PLAN NAME

PLAN TIME

PLAN MILEAGE

RAV (Y=YES, N=NO)

RAV TYPE

FURTHER REPAIR (Y=YES, N=NO)

Action: ARBITRATION DECISION-DENIAL

Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI

Analyst Name: COSTELLO, MATT

Action Date: 04/04/2012

Comm Type: MAIL

Analyst: M-COSTE3

Action Time: 11.05.13.846 Action Data: No

Origin Desc: BETTER BUSINESS BUREAU

Origin Desc: BETTER BUSINESS BUREAU

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION

Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI

Analyst Name: COSTELLO, MATT Action Date: 04/13/2012 Comm Type: MAIL

Analyst: M-COSTE3

Action Time: 11.05.16.317 Action Data: Yes

Comments DATE OF REJECTION 04/13/12 ARBITRATED RESULTING IN A DENIAL

Data Element Name

DATE OF REJECTION

04/13/12

Ford Confidential

#### All Action Details for Issue

Print

VIN: 1FTFW1CT6BF

Year: 2011

Name:

Symptom Desc: STALLS/QUITS ACCELERATION

Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS

Issue Type: 04 REGION

Issue Status: CLOSED

Initial Customer Contact: 03/01/2012

Action: TIER II ESCALATION - BUYBACK

Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI

Analyst Name: SMITH (MSMIT987), MARJON

Action Date: 02/29/2012

Owner Status: Original

WSD: 2011-05-31

Primary Phone:

Secondary Phone:

Origin Desc: US CONCERN CASE BASE

Model: F-SERIES Case: 576860592

Comm Type: PHONE Analyst: MSMIT987

Action Time: 08.19.50.114 Action Data: No

DAY PHONE NR: HOME PHONE NR: Comments CUSTOMER SAID: -CALLER: PREFERRED NR BEST TIME TO CALL: ANYTIME***-VIN: 1FTFW1CT6BF 7200 MILES-VEH AT DLR SINCE YSTERDAY-THIRD TIME FOR SAME ISSUE -VEH QUITING ON ME WHILE ACCELERATING -PREVIOUS 2 TIMES VEH WAS AT DLR THE ISSUE WAS DUPLICATED AS WELL AS REPAIRED -I NO LONGER WANT THIS VEH, I WANT A BUY BACK-DO NOT LONGER FEEL COMFORTABLE DRIVING IT WHILE IT IS STALLING ON ME AND I LOST FAITH IN THIS VEHDEALER SAID: JIM TIDWELL FORD INC 2205 BARRETT LAKES BOULEVARDKENNESAW, GA 30144 TEL: (866) 766-2370FAX: (678) 784-1307 PAT IN SERVICE, S/MCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: CREATE FOLLOW UP Dealer: 00472 JIM TIDWELL FORD

Odometer: 7200 MI Analyst Name: TATE, TRACY

Action Date: 03/01/2012

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM Comm Type: PHONE Analyst: TTATE14

Action Time: 10.17.37.009 Action Data: Yes

Comments CSM TRACY 77780, LTV 63, NO ESP, THL CONTACTED = NO TSB'S, PCM WAS REPROGRAMMED = S/M PAT STATES PCM FAILURE CODES INSTALLED. CONTACTED THL, ORDER CRANK SENSOR, HOPE TO GET PART IN TODAY, VEHICLE WITH DLR. S/M PAT STATES HE ANTICIPATES CALLING CUST TODAY TO LET HER KNOW PART IS IN. OBC TO CUST = LVM WITH CONTACT INFORMATION AND FOLLOW UP ON 03/02/2012

**Data Element Name** 

Data Value

DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM): 03-02-2012 16:30

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Action: CREATE FOLLOW UP

Dealer: 00472 JIM TIDWELL FORD Odometer: 7200 MI

Analyst Name: TATE, TRACY Analyst: TTATE14

Action Date: 03/01/2012

Comm Type: PHONE

Action Time: 10.46.35.255 Action Data: Yes

Comments CSM TRACY 77780, OBC TO CUST = STATES SAFETY CONCERN AS IT HAS STALLED IN THE MIDDLE OF TRAFFIC, VERY CONCERNED WITH HER SAFETY = STATES SHE CONTINUALLY GETS VEHICLE BACK, THEN IT STALLS AGAIN AND SHE HAS HER CHILDREN WITH HER. STATES THAT WITH THE REPAIR ATTEMPTS AND THE AMOUNT OF MONEY SHE HAS SPENT ON THE VEHICLE, SHE EXPECTS THE S/M TO HAVE VEHICLE DETAILED AND TANK FILLED. CUST STATES SHE WANTS SOME KIND OF COMPENSATION, AS AN ESP, POSSIBLY, CSM ADVISED CUST ONCE THE DIAGNOSIS AND REPAIR IS COMPLETE, WE WILL ADDRESS ANY TOOKS I MAY HAVE

TO ASSIST. F/U ON 03/09/ 2012

**Data Element Name** 

**Data Value** 

DATE OF FOLLOW UP:

03-09-2012 16:30

TIME OF FOLLOW UP (HH:MM):

Action: CREATE FOLLOW UP

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7200 MI

Comm Type: PHONE Analyst: TTATE14

Analyst Name: TATE, TRACY Action Date: 03/01/2012

Action Time: 11.50.28.330 Action Data: Yes

Comments CSM TRACY 77780, IBC FROM CUST, STATES SHE DOES NOT WANT THE VEHICLE, PURSUING BBB. CSM ASKED THAT SHE GIVE US A CHANCE TO REPAIR UNDER NVLW, BUT SHE DECLINED. VERY STRONG OPINION THAT IS A SAFETY CONCERN FOR HER CHILDREN. CSM WILL F/U WITH S/M AND DLRSHP THROUGH

REPAIR OF THE VEHICLE.

**Data Element Name** 

Data Value

DATE OF FOLLOW UP:

03-07-2012

TIME OF FOLLOW UP (HH:MM):

16:30

Action: CREATE FOLLOW UP Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7200 MI

Comm Type: PHONE

Analyst Name: TATE, TRACY Analyst: TTATE14 Action Date: 03/01/2012

Action Time: 11.57.53.380 Action Data: Yes

Comments CSM TRACY 77780, IBC FROM CUST, STATES SHE DOES NOT WANT THE VEHICLE, PURSUING BBB. CSM ASKED THAT SHE GIVE US A CHANCE TO REPAIR UNDER NVLW, BUT SHE DECLINED. VERY STRONG OPINION THAT IS A SAFETY CONCERN FOR HER CHILDREN. CSM WILL F/U 03/06 WITH S/M AND DLRSHP THROUGH REPAIR OF THE VEHICLE.

**Data Element Name** 

Data Value

DATE OF FOLLOW UP:

TIME OF FOLLOW UP (HH:MM):

03-06-2012 16:30

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT

Dealer: 00472 JIM TIDWELL FORD

Comm Type: INTERNET

Origin Desc: DEALER

Odometer: 7200 MI Action Date: 03/02/2012

Analyst Name: PAT MCCONVILLE

Analyst: P-MCCONV

Action Time: 10.56.40.004

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

PAT

MCCONVILLE

6787841202

DEALER

Comments REPLACE ENGINE CRANKSHAFT SENSOR PER FIX HOTLINE. TEST DR0V 30 MILES SO FAR WITHOUT INCIDENT.

Action: CREATE FOLLOW UP

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7200 MI Analyst Name: TATE, TRACY Analyst: TTATE14

Comm Type: PHONE

Action Date: 03/02/2012

Action Time: 13.54.55.005 Action Data: Yes

Comments CSM TRACY 77780, OBC TO S/M, STATUS OF VEHICLE.F/U S/M 03-05

**Data Element Name** Data Value 03-05-2012 DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM): 16:30

Action: CONCERN RESOLVED

Dealer: 00472 JIM TIDWELL FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7200 MI

Comm Type: PHONE Analyst Name: TATE, TRACY Analyst: TTATE14

Action Date: 03/05/2012

Action Time: 11.46.40.822 Action Data: Yes

Comments CSM TRACY 77780, PER E-MAIL FROM S/M PAT MCCONVILLE, VEHICLE IS REPAIRED, AND CUST RETURNED RENTAL, AND PICKED UP RENTAL. CSM CLOSING CASE, AS CUST HAS OPENED BBB.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	64
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Ϋ́
ESP USED? (Y/N)	Ň
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
ESTIMATED REPAIR COST(@WARR RATES) (\$)	
CUSTOMER'S SHARE OF REPAIR COST (\$)	
DEALER'S SHARE OF REPAIR COST-P18 (\$)	
DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Υ

Ford Confidential

### All Action Details for Issue

Print

VIN: 1FTEW1CT6RE Name:

Year: 2011

Model: F-SERIES Owner Status: Original WSD: 2011-05-31

Case: 576860592

Symptom Desc:

Reason Desc: DEALER GENERATED INFORMATION ISSUE

Issue Type: 02 INFORMATION

Issue Status: CLOSED

**Primary Phone:** Secondary Phone

Action: ESCALATED HANDLING REQUIRED - REGIONAL PERSONNEL CONTACTED

Dealer: 00472 JIM TIDWELL FORD

Origin Desc: DEALER

Odometer: 7227 MI

Comm Type: INTERNET Analyst: P-MCCONV

Analyst Name: PAT MCCONVILLE Action Date: 02/28/2012

Action Time: 16.01.25.961

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name PAT

Middle Initial

Last Name MCCONVILLE

Day Phone 6787841202 Relationship DEALER

Comments C/S ENGINE STALLS WHILE DRIVING, DEALER HAS PERFORMED TAB TO REPROGRAM. CUSTOMER BROUGHT VEHICLE BACK SAME PROBLEM. SERVICE MGR WAS DRIVING VEHICLE AND IT COMPLETELY SHUT DOWN TO IDLE AND WOULD NOT ACCEL. FOUND CODES CONDEMING PCM REPLACED PCM AND REPROGRAMMED. VEHICLE AGAIN HAS SAME ISSUE.

Ford Confidential

Server: AWS Prod

Claims loaded through: 24-MAY-2012

### STANDARD CLAIMS LIST

### **AWS Online Report**

Run Date: 25-MAY-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	SUFI	VRT NA	VRT ROW	VFG	CCC
FTFW1CT6BF	6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	9	6Y20	*	TAP1	*	F09	SXX	V99	A99
AWS Claim Key:	2559776	Doc#:	11502	5C	Trx Code	e;	TAP1	Labor H	rs:	0	Labor C	Cost:	0	Mat	erial	Cost:	0	Total	Cost:	30		
Dir Cd-Sub Cd:	00472-*	Name:	JIM T	IDWELL	FORD		Ph:	770-4275	531	St: GA	Ctry Cd:	USA	Reg Cd	:	NA	Repr	Date:07-	FEB-20	12	DIST	Mile):6	839
Tech Comments:					D FOR WA		REPAIR	S			Ca:					***				N		
IFTFW1CT6B1	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	9	2G05		RECAL	•	F04	S11	V48	P67
AWS Claim Key:	2573167	Doc#:	11502	5D	Trx Code	:	1	Labor Hrs:		1	Labor C	Cost:	94.36	Mat	erial (	Cost:	0	Total	Cost:	94.36		
Dir Cd-Sub Cd:	00472-*	Name:	ЛМ Т	DWELL	FORD		Ph:	770-4275531		St: GA	Ctry	USA	Reg Cd	:	NA	Repr	Date:07-1	-FEB-2012		DIST(Mile):6839		839
Cust Comments:	CUSTON	1ER STA	TES TE	EANS HA	S ERRAT	CSHIFT					Ca:		G		Ministry.				65			
Tech Comments:							T KAM A	ND PERF	ORM AI	DAPTIVE	SHIFT S	TRATEGY,F	RETEST	EST	DRIV	E. TSB	11 10 15	OPA I	0HRS			
FTFW1CT6BF	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	9	7S06		12A581		F04	SII	V52	D21
AWS Claim Key:	2542722	Doc#:	115025	5A	Trx Code	:	S07	Labor H	rs:	1.7	Labor C	ost:	160.42	Mat	erial (	Cost:	0	Total	Cost:	160.42		
Olr Cd-Sub Cd:	00472-*	Name:	ЛМ ТІ	DWELL	FORD		Ph:	770-4275	531	St: GA	Ctry Cd:	USA	Reg Cd		NA	Repr	Date:07-F	EB-20	12	DIST(N	Mile):6	839
	CUSTON	ER STA	TES:SH	UT OFF	WHILE D	RIVING,E	RRATIC	SHIFT.FE	LT LIKE	IT WEN		PARK WREN	NCH LIGH	IT W	AS O	V				A0000000000000000000000000000000000000		
Cust Comments:			NNING	ROUGH	I) EEC TES	T P0320.	P0300, PI	NPOINT	TEST A	ENGINE	START	AND RUNS	FUFL SV	STEN	A TES	TINOR	RMAL PR	ESURI	E) FUE	L INJEC	TOR	
Cust Comments:	TEST DR TEST PA	33, IE3	DRIV	EPOWE	KBALAN	E LEST	CLEAR C	ODES, RE	SET KA	M, TEST	DRIVE	15 MILES, R	ETEST P.	ASS	COH	(HIGH	I RESTA	NCE C	RCUIT	CBKD	<del>1</del> )	

AWS Claim Key:	2788671	Doc #:	115	431A	Trx Co	de:	S07	Labor	Hrs:	1.1	Labor (	Cost:	103.8	Mate	rial C	ost:	633.87	Tot	al Cost:	737.6	7	
Dir Cd-Sub Cd:	00472-*	Name:	e: JIM TIDWELL FORD			Ph:	770-42	75531	St: GA	Ctry Cd:	USA	Reg Co	:	NA	Repr	Date:15	-FEB-2	012	DIST	(Mile):	7023	
Cust Comments:	CUSTO	MER ST	ATES	FEELS LI	KE VEHI	CLE IS GO	ING INTO	FAILSA	FE MOD	E.												
Tech Comments:	SEVERA	AL DAY	2 125	PUBLICA	TION DA	TE 2 15 12	TEST D	RIVE 201	MILES F	NGINE S	TALLS	ROGRAM PO AND DIES, R F DRIVE 10 1	FTFST P	RESU 0340, F	LT IN 0346,	FIRM P0600	IER THA ), P0604,	N NO P0604	RMAL S , PINPO	HIFT F INT TE	OR ST	
IFTFW1CT6BF	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	9 (	5Y20		TAP1	*	F09	SXX	V99	A99
AWS Claim Key:	2788672	Doc#:	115	431C	Trx Co	de:	TAP1	Labor l	Hrs:	0	Labor (	Cost:	0	Mate	rial C	ost:	0	Tota	d Cost:	150		
Dir Cd-Sub Cd:	00472-*	Name:	JIM	TIDWELI	FORD		Ph:	770-427	5531	St: GA	Ctry Cd:	USA	Reg Cd	: 1	NA	Repr	Date:15	FEB-2	012	DIST	(Mile):	7023
<b>Γech Comments:</b>	5 DAYS	TAP VE	HICL	E PROVID	ED FOR	WARRAN	Y REPAI	RS			cu.					300					8 167	
FTFW1CT6BF	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	10	5Y20	•	TAPI	•	F09	sxx	V99	- A99
AWS Claim Key:	2935918	Doc #:	115980C Trx Code:		TAP1 Labor Hrs:		Irs:	0	Labor Cost:		0 Material		rial C	ost:	0	Tota	l Cost:	: 120				
Olr Cd-Sub Cd:	00472-*	Name:	JIM TIDWELL FORD			Ph:	770-427	5531	St: GA	Ctry Cd:			Reg Cd: NA		Repr Date:28-FEB-2012			012	DIST(Mile):7227			
Fech Comments:	4 DAYS	TAP VE	HICL	E PROVID	ED FOR '	WARRAN	Y REPAI	R														
FTFW1CT6BF	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	11- FEB- 2011	31- MAY- 2011	121023	USA	10 2	:G02	BL3Z	6C315	A	F04	S11	V52	D21
WS Claim Key:	2920944	Doc #:	1159	980A	Trx Coo	le:	S07	Labor I	Irs:	3.9	Labor C	Cost:	368.01	Mate	rial C	ost:	4.1	Tota	l Cost:	372.11	E.	
dr Cd-Sub Cd:	00472-*	Name:	ЛМ	TIDWELL	FORD		Ph:	770-427	5531	St: GA	Ctry Cd:	USA	Reg Cd	: 1	ΙA	Repr	Date:28-	FEB-2	012	DIST(	Mile):	227
ust Comments:						RENCH LI																
ech Comments:	EQUIPPE	S(V DR	OP LI	ATIONS, P	D MONG	ILK MAF	Th FIC	LOAD I	RAROR	22V MC	VPWR A	TEST (PASS AND O2, ALI PLACE CKP :	NORMA	LCOX	ADAID	HOTLI RED TO	NE , INS O REFEI	RENCI	FOR AF	TERM/ ES, TES	ARKET ST CKP	
FTFW1CT6BF	F6		F	T/BC	T/AM	T/B	AF	T/C3	T/KW	FEB-	31- MAY- 2011	121023	USA	10 7	H05	BL3Z	19980	CA	F08	S06	V09	C23
WS Claim Key:	3046686	Doc#:	1166	520C	Trx Coo	le:	1	Labor I	Irs:	1.3	Labor C	ost:	122.67	Mate	ial Co	ost:	119.04	Tota	l Cost:	241.71		
lr Cd-Sub Cd:	00472-*	Name:	JIM	TIDWELL	FORD		Ph:	770-427	5531	St: GA	Ctry Cd:	USA	Reg Cd	N	IA.	Repr l	Date:12-	MAR-	2012	DIST(	Mile):7	473
ust Comments:	CUSTOM	ER STA	TES:	REAR DEF	ROST IN	OP					Cu.											
ech Comments:	VARIFY CIRCUIT CIRC 57 I	SFROM	RN,C HV/	K FUSES,O C MODUI	K CIRCU E TO RE	ITS AND LAY,PASS	GROUND ACCESS	S,CK PO' AND RE	WER AN	D GROU! AND REP	ND AT R ROGRA!	EAR DEFRO	ST RELA	Y,NO ETEST	GROI FOR	JND F DTCS	ROM H ,PASS.H	VAC N	MODULE	E,OHM E OPEN	ON	

### **BBB AUTO LINE**



March 30, 2012

TERESA PONTILLO FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1213764 vs Ford Motor Corporation 1FTFW1CT6BF

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,

Donna Patterson at Extension 506

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



# **Denial Decision**

Submitted Date: 03/30/12

FRD1213764

VIN: 1FTFW1CT6BF

Customer: Hearing Date: 03/26/12

Arbitrator: Alice M. Evans

### Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied. Repurchase

CASE: FRD1213764 Arbitrator: Alice M. Evans **Customer:** 

Date: 03/30/12



# Georgia Reasons for Decision

Submitted Date: 03/30/12

FRD1213764

VIN: 1FTFW1CT6BF

Customer: Hearing Date: 03/26/12

Arbitrator: Alice M. Evans

- Fact Sheet Section -

#### Fact Sheet Queston 1

For each problem (current and past) listed on the Agreement to Arbitrate, indicate the following information. List briefly the relevant evidence in support of each of your conclusions (i.e., repair order numbers, dates, testimony, inspection and/or test drives, technical expert reports, etc.).

- a Problem (as listed on Agreement to Arbitrate):
- 1 1. Transmission
- b Exists Now? (Please Explain)
- Transmission problem was not duplicated during the vehicle inspection.
  - 2. Brakes problem was not duplicated during the vehicle inspection.
  - 3. Electrical problem was not duplicated during the vehicle inspection. However, the clock was not set for the correct time, but clock kept time accurately for the time it was set
- c Number of Repair Attempts
- 1 3 repair attempts
- d Number of Days Out of Service:
- 1 Total of 4 days out of service
- Reasoning Section -

### Question 1

For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion.

- 1. Transmission problem was not duplicated at the time of vehicle inspection. The inspection was 35 minutes on the highway an streets on a sunny day. The areas traveled were curvy, hilly and straight. The consumer has taken the vehicle to the manufacturer's dealership for repair three times for this problem. The vehicle was out of operation 19 days during this repair attempt. Therefore, this arbitrator believes the problem has been repaired and no manufacturer's defect exists at this time.
- 2. Engine problem was not duplicated at the time of vehicle inspection. The inspection was 35 minutes on the highway an streets on a sunny day. The areas traveled were curvy, hilly and straight. The consumer has taken the vehicle to the manufacturer's dealership for repair three times for this problem. The vehicle was out of operation 19 days during this repair attempt. Therefore, this arbitrator believes the problem has been repaired and no manufacturer's defect exists at this time.

### Question 2

For each problem you decided was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

Transmission was evident at the time of the vehicle inspection. The problem is not a substantial impairment of value, use, or safety of this vehicle.

#### Question 3

Please address the following aspects of your state's lemon law below:

a During the applicable time period specified by this state's lemon law, the vehicle has been out of service by reason of repair to vehicle problems for a cumulative total of how many days?

19

b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

Yes

c Please explain how you reached this conclusion.

The vehicle was taken into an authorized manufacturer's dealer to have problems addressed for a total of 3 times within the first year of ownership with less than 12,000 miles.

The consumer met the following:

The consumer is the original owner and purchased and registered the vehicle in the State of Georgia.

The consumer purchased the vehicle for personal, family and household use.

The consumer did not meet the following:

The consumer has not provided proof of the necessary certified mailing. The consumer does not have a current non-conformity that is substantially impairing the use, value, or safety of this vehicle.

The consumer has not provided proof that the manufacturer's dealership had the opportunity to a final repair attempt.

Based on the above information, this arbitrator believes the consumer is not entitled to a repurchase.

d Is this consumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

#### Question 4

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

This arbitrator awards a Denial to the consumer

### Ouestion 5

If awarding a repurchase or replacement:

- a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.  $_{\rm N/\Delta}$
- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.
  N/A

c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so. N/A

CASE: FRD1213764 Arbitrator: Alice M. Evans **Customer:** 

Date: 03/30/12



# MANUFACTURER RESPONSE FORM Will participate - In Writing ⋈ By Phone □

State: Georgia
Warranty Start Date: 05/31/11
ase) Leased (terms of lease)
IN Powertrain Warranty Out of All Warrantles
dispute?

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

Engine/transmission

#### MANUFACTURER'S POSITION:

Ford Motor Company respectfully recommends that the customer's request for a repurchase, plus attorney fees, be denied. It is Ford's position that this vehicle has not received a substantial number of repairs for a single non-conformity, nor has the unit been out of service for an extended amount of time. The issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value, and/or use of the vehicle, and therefore, Ford feels it does not meet presumption of the Georgia State Lemon Law for such an award.

There have been a total of 19 days out of service and three dealer visits regarding the shifting concern; two dealer visits regarding the wrench light concern. We are respectfully seeking a denial in response to the consumer's request for a repurchase plus attorney fees. Furthermore, it is outside of the scope and jurisdiction of the BBB Auto Line Program to include attorney fees in any rendered decision.

DOCUMENTATION PROVIDED		
Technical Service Bulletins		
Recall Notices		
Ford Field Service Engineer Report		
Dealer Report		
Other: Dealer Invoices		
List amount of any over allowance /negative eq	uity: \$ <u>N/A</u>	
To: Donna Patterson		
BBB AUTO LINE		
Fax: 703,247,9700	Completed by: Teresa Pontillo	Date: 03/16/12

Fax: 866-567-6519

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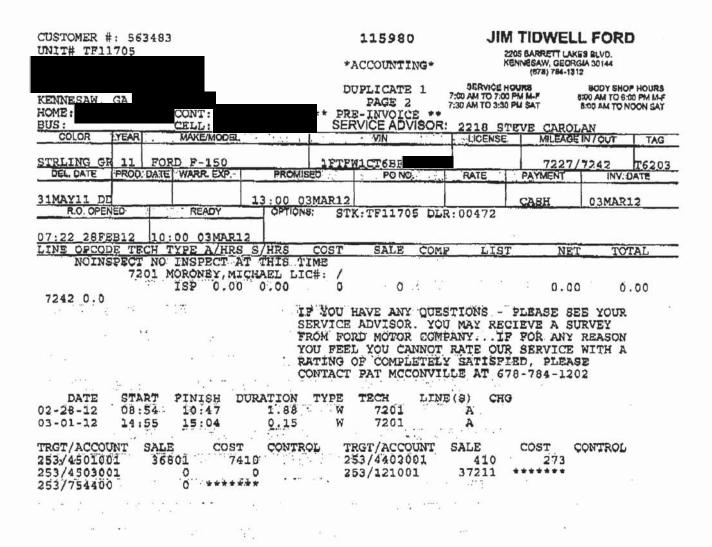
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Any warrantes on the product sold bereby are those made by the manufacturer. The celler hereby expressly decializes all warrantes, either explese or implied, including any implied warranty of menchantability or fitness for a perfecter assumed nor authorized any other person to assume for it any liability in connection with the enie of seid products. DESCRIPTION. TOTALS DIJOLAIMER OF WARRANTIES LABOR AMOUNT PARTS AMOUNT GAS, ONL, LUBE SUBLET AMOUNT ENVIRONMENTALISHOP SUPPLIE TOTAL CHARGES LESS INSURANCE BALES TAX (SICNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

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COST, SALE, & COMP TOTALS  ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	hereby are those made by the manufacturer. The seller hereby expressly discialms all warranted, either express or implied, including any implied warranty of merchantability or fitness for a perifixing purpose, and the seller neither assumes nor authorities any other person to assume for it any liability in generation with the sale.	DESCRIPTION :	TOTALS
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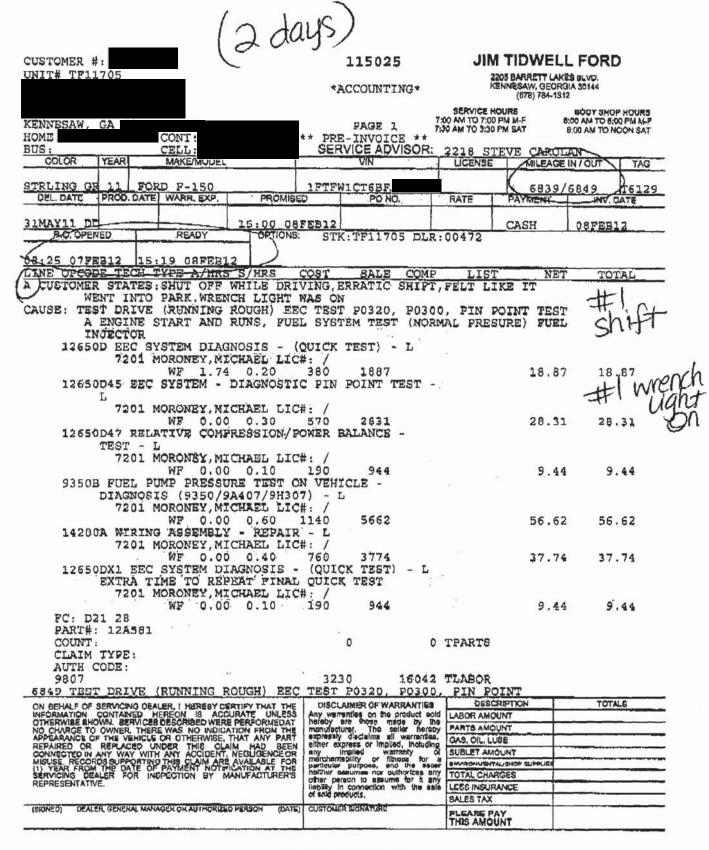
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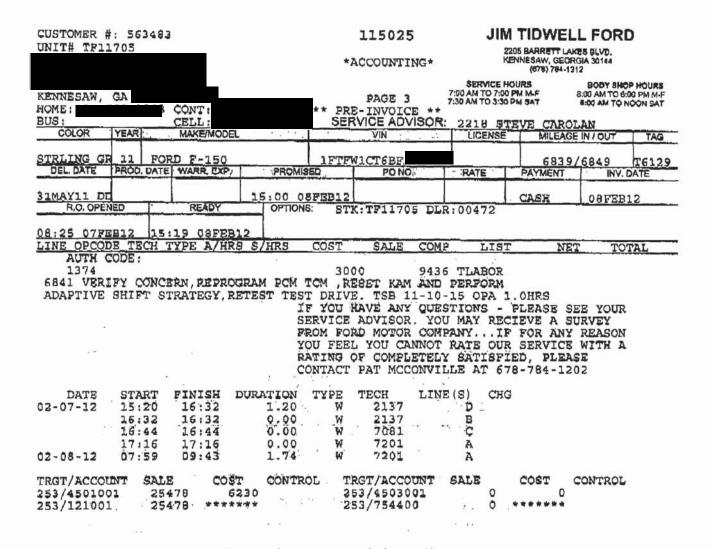
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ACCOUNTING COPY

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03/15/2012 13:34

CUSTOMER #: 563483

MAR-19-2012 08:49 From:FORD MOTOR COMPANY

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JIM TIDWELL FORD UNIT# TF11705 2205 BARRETT LAKES BLVD. KENNESAW, GEORGIA 30144 (678) 784-1312 *ACCOUNTING* 5ERVICE HOURS 7:00 AM TO 7:00 PM M-F 7:00 AM TO 3:30 PM SAT 8:00 AM TO 6:00 PM M-F 8:00 AM TO NOON SAT KENNESAW, GA PAGE 2 HOME: PRE-INVOICE ** SERVICE ADVISOR: CONT: BUS: 2218 STEVE CAROLAN COLOR -YEAR MAKEMODEL LICENSE MILEAGE IN / OUT TAG 1PTFW1CT6BE STRLING GR 11 FORD F-150 DEL. DATE PROD. DATE WARR EXP. 7023/7053 PROMISED PAYMENT INV. DATE RATE 31MAY11 DD 17:00 15FEB12 CASH 27FEB12 R.O. OPENED READY OPTIONS: STK:TF11705 DLR:00472 13:32 27FEB12 15:59 15FEB12 LINE OPCODE TECH TYPE A/HRS S/HRS COST
NPF NO PROBLEM FOUND\NORMAL OPERATION SALE COMP LIST TOTAL 2145 SULLIVAN, WILLIAM R LIC#: /
ISP 0.00 0.00 0
7053 INSPECT VEHICLE. NO LBAKS FOUND AT THIS TIME. 4 . . . . 0.00 0.00 IF YOU HAVE ANY QUESTIONS - PLEASE SEE YOUR SERVICE ADVISOR. YOU MAY RECIEVE A SURVEY FROM FORD MOTOR COMPANY... IF FOR ANY REASON YOU FEEL YOU CANNOT RATE OUR SERVICE WITH A RATING OF COMPLETELY SATISFIED, PLEASE CONTACT PAT MCCONVILLE AT 678-784-1202 START FINISH DURATION TYPE 16:40 15:40 0.00 W DATE TECH LINE(S) 02-15-12 7201 " A 02-16-12 0.55 7201 09:01 09:34 07:39 07:39 02-17-12 0.00 W 2145 B 13:00 13:01 14:08 14:42 7201 02-22-12 0.02 W 7201 0.57 COST. CONTROL TRGT/ACCOUNT SALE TRGT/ACCOUNT SALE COST CONTROL 16985 253/4402001 63387 253/4501001 3420 42258 80372 253/4503001 0 0 253/121001 0 ***** 253/754400 TOTAL CONTRACTOR OF THE SECOND 147 . Alb . 1 74. · ... · ... *1 .-SALE, & COMP TOTALS 45678 80372 ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESICRIBED 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, NEGLIGENOEOR MISUOZ, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR MISUOZ, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR SERVICING DEALER FOR INSPECTION BY MANUFACTURERS REPRESENTATIVE. Any warranties on the product sold herbby are those mode by the manufacturer. The seller hereby expressly discialms all warranties, either express or implied, including any implied warranty of merchantability or fitness for a perticular purpose, and seller hereby assume her seller hereby assume her seller hereby assume her seller hereby assume her seller person to assume for it any tipe in connection with the sale of said products. DISCLAIMER OF WARRANTIES .... DESCRIPTION TOTALS LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAB, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 ENVIRONMENTALIENOP EUPPLIES 0.00 TOTAL CHARGES 0.00 LESS INSUKANCE 0.00 SALEB TAX 0.00 (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE PLEASE PAY 0.00

Grynery and ADA, Inc. SERVICE INVOICE AS X505

# 3.5L GTDI CALIBRATION UPDATE—VARIOUS ISSUES—BUILT ON OR BEFORE 2/7/2012

TSB 12-2-10

#### FORD:

2011-2012 F-150

#### ISSUE

Somo 2011-2012 F150 vehicles built on or before 2/7/2012 and equipped with a 3.5L gasoline turbocharged direct injection (GTDI) engine may exhibit a malfunction indicator lamp (MIL) with various diagnostic trouble codes (DTC) and driveability concerns.

#### **ACTION**

Follow the Service Procedure steps to correct the condition.

#### SERVICE PROCEDURE

The calibration update contains improvement actions and enhancements to address the following conditions:

- Intermittent engine surge during moderate to light loads at cruise.
- · Enhancements to misfire monitor detection.
- Powertrain control module (PCM) DTC P0430 and/or P0096.

#### NOTE

INSURE ALL HARD FAULT POWERTRAIN DTCS ARE ADDRESSED PRIOR TO PERFORMING THE CALIBRATION UPDATE.

- If the vehicle exhibits DTC P0430 replace the left bank catalytic converter. Refer to WSM section 309-00. Proceed to Step 2.
- Reprogram the PCM to the latest calibration using IDS release 77A.03A or higher. This new calibration is not included in the 2012.1A DVD. Calibration files may also be obtained at www.motorcraft.com.

#### NOTE

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

PART NUMBER	PART NAME
BL3Z-5E212-E	Converter Assy
W520514-S440	Nuts

WARRANTY STATUS: Eligible Under Provisions Of

New Vehicle Limited Warranty Coverage And Emissions Warranty

Coverage

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.

OPERATION 120210A **DESCRIPTION** 2011-2012 F-150 3.5L

GTDI: Check DTCs, And Reprogram The PCM (Do Not Use With Any Other Labor Operations) TIME 0.4 Hr.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the Job properly and safety. It informs these technicians of conditions that may occur on some vehicles, or provides information that could asset in proper vehicle service. The procedures should not be performed by "do-il-yoursolfors". Do not assume that a condition described affects your can or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine warranty and/or Extended Service Plan documentation determine warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The Information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reservors the right to supercode this information with updates. The most recent information is available through Ford Motor Company's ording technical resources.

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PAGE 1

#### TSB 12-2-10 (Continued)

120210B

2011-2012 F-150 3.5L

1.0 Hr.

GTDI: Check DTCs, Reprogram The PCM, And Replace The Left Catalytic Converter (Do Not Use With Any Other Labor

Operations)

DEALER CODING

CONDITION

BASIC PART NO.

CODE 04

RECALEM



April 13, 2012

TERESA PONTILLO FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1213764 vs Ford Motor Corporation 1FTFW1CT6BF

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Edith Newton at Extension 512

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



Customer:

Date: 03/30/12

#### ACCEPTANCE OR REJECTION OF DECISION

Case Number: FRD1213764

State: GA

Business: Ford Motor Company
Mfr-Info: 6700 GA 1FTFW1CT6BF
Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.
COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY
Note: If this form is not received at the CBBB office within 14days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.
Please check one of the following.
I ACCEPT THE ARBITRATION DECISION. I understand this means:
* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.
I REJECT THE ARBITRATION DECISION. I understand this means:
* I may pursue other legal remedies under state or federal law;
<ul> <li>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;</li> </ul>
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.
Signature(s) of Titled Owner(s):
Date:
Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

PE13-018 000444LC

ADD



#### AGREEMENT TO ARBITRATE

Date: 03/19/2012 Case Number: FRD1213764

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 GA 1FTFW1CT6BF

** REVISED **

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 : 2011

All parties named above submit to arbitration the following:

* Engine/Transmission

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:

Purchase price: (reflects the deduction of a rebate, if applicable)

*

*

*

*

*

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Council of Better Business Bureaus, Inc.

3033Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700



#### ARBITRATOR SELECTION LIST

Customer:

Case Number: FRD1213764

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: Alice Evans

Arbitrator's Occupation:

workplace issues and dispute for IRS

#### Arbitrator's Biography:

Ms. Evans is an experienced arbitrator and mediator for the Internal Revenue Service.

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# NOTICE OF INSPECTION/TEST DRIVE ONLY ALL TESTIMONY SUBMITTED IN WRITING ONLY NO ORAL ARGUMENTS WILL BE PRESENTED

Date: 03/16/12

Case Number: FRD1213764

Customer:

Manufacturer: Ford Motor Company

Mfr Info: 6700 GA 1FTFW1CT6BF

Arbitrators: Ms. Alice M. Evans

Inspection Date, Time, Place: 03/26/12 10am EST

BBB of Metro Atlanta, Athens & NE Georgia

503 Oak Place, #590 Atlanta, GA303490000

Hearing Site Phone: (404) 762-4407

AUTOLINE Director Phone: (404) 762-4405 Fax: (404) 768-1085

#### INSTRUCTIONS

- Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
- 2. Current vehicle registration and insurance is required for all test-drives.
- 3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
- 4. Refer to How BBB AUTO LINE Works for more detailed information on the inspection process.

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

### **Inspection Report**

FRD1213764

Customer:	Ford Motor Comp	any	Case #:
Manufacturer:			
Arbitrator's Name			Date of Inspection://
Vehicle Informati	ion: Make:		Model:
Year:	Mileage:	VIN:	
Parties Present a	t Inspection: [ ] Tec	chnical Adviser [ ]	Arbitrator [ ] Customer [ ] Manufacturer
	mponents Inspected		
	(A) (B)	2 12	long was the test drive? Minutes  Example: Cellular Telephone, Modified Wheels):
Exterior			
Overall condition	of the vehicle's ext	erior (Rate as "Exc	cellent," "Good," "Fair," or "Poor.") :
What damage is	beyond normal wea	r and tear?	
Please indicate d			
Interior	of the vehicle's inte	orior (Dato as "Evo	rellent," "Good," "Fair," or "Poor.") :
	beyond normal wea		elient, Good, Fall, of Pool. ):

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



#### ARBITRATOR SELECTION LIST

Customer:

Case Number: FRD1213764

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: Alice Evans

Arbitrator's Occupation:

workplace issues and dispute for IRS

#### Arbitrator's Biography:

Ms. Evans is an experienced arbitrator and mediator for the Internal Revenue Service.

Council of Better Business Bureaus, Inc. 3033 Wilson Boulevard, Suite  $600 \cdot \text{Arlington}$ , VA  $\cdot$  22201  $\cdot$  Phone  $800.955.5100 \cdot \text{Fax}$ : 703.247.9700



#### ARBITRATOR SELECTION LIST

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#### **Arbitrator Information**

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#### Arbitrator's Biography:

Ms. Evans is an experienced arbitrator and mediator for the Internal Revenue Service.

Council of Better Business Bureaus, Inc. 3033 Wilson Boulevard, Suite  $600 \cdot \text{Arlington}$ , VA  $\cdot$  22201  $\cdot$  Phone  $800.955.5100 \cdot \text{Fax}$ : 703.247.9700



March 16, 2012

TERESA PONTILLO FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1213764 vs Ford Motor Corporation 1FTFW1CT6BF

Dear Madam/Sir:

Enclosed are:

- * Notice of Inspection
- * Arbitrator Listing Sheet(s)
- * Map to the hearing site

The Notice of Inspection lists the date, time and location of the vehicle inspection. Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.

We reserve the right to determine the final date and time of the inspection.

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

Sincerely,

Donna Patterson at Extension 506

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



March 8, 2012

TERESA PONTILLO FORD MOTOR COMPANY 1320 S BABCOCK STREET MELBOURNE FL 32901

Re: FRD1213764 vs Ford Motor Corporation 1FTFW1CT6BF

#### Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * Customer Claim Form (CCF)
- * Any documentation submitted by the attorney
- * Agreement to Arbitrate (except in California);
- * Oath of Participant Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

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

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

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

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

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

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

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

Sincerely,

Donna Patterson at Extension 506

# BBB.

#### **BBB AUTO LINE**

March 8, 2012 Re:W-C2 FRD1213764: 1FTFW1CT6BF

Re: W-C2 FRD1213764: vs Ford Motor Corporation

KROHN & MOSS AL GA IL KY KS MN MO WI TX 10 N DEARBORN STREET 3RD FLOOR CHICAGO IL 60602

Dear Eric Scott Fortas:

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

Enclosed please find the following information:

- * Program Summary This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * Agreement to Arbitrate The purpose of the Agreement to Arbitrate is to outline the positions of both parties to the dispute. The Agreement is not intended to explain your full position. Please read the Agreement carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
- * Customer Claim Form (CCF) Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and return the CCF to us with any necessary corrections or additions.
- * How BBB AUTO LINE Works This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
- * Oath of Participant Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

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

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

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

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

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

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

 No further documentation is required at this time
 Repair orders relating to the complaints(s)
 The vehicle's current registration
 The purchase contract or lease agreement
Other:

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business <u>fourteen days</u> from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

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

You may either mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506



#### AGREEMENT TO ARBITRATE

Date: 03/08/2012

Case Number:

FRD1213764

Customer:

Business: Ford Motor Company

Mfr-Info: 6700 GA 1FTFW1CT6BF

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 TruckYear: 2011

All parties named above submit to arbitration the following:

#### * Engine/Transmission

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

: RepurchaseManufacturer :

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought

are: Purchase price:

(reflects the deduction of a rebate, if

applicable)*****

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded ) The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

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

# Directions To Better Business Bureau

Listed below are directions from I-75. These directions should be accessible to those traveling from both I-20 and I-285.

#### From the North

Take 75 South to the Riverdale/GA Highway 85 exit (237-A).

Go to the second traffic light and make a right into the Atlanta South Office Park.

Turn at the third entrance on your right (503 Oak Place) bear to the left and wind around to the very back of the office park. We are in suite 590.

#### From the South

Take 75 North to the Farmers Market exit (237).

Go to the Stop sign and make a left onto Forest Parkway.

Go to the first traffic light and make a left onto GA Highway 85.

Turn right at the next traffic light into the Atlanta South Office Park.

Make another right at the third entrance (503 Oak Place) bear to the left and wind around to the very back of the office park. We are in suite 590.

Better Business Bureau of Metropolitan Atlanta, Inc. 503 Oak Place, Suite 590 College Park, Georgia 30349

#### BBB AUTO LINE Customer Claim Form

Case number:	
Contact Date:	
Start Date:	

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

ECTION 1: CUSTOMER	INFORMATION		
Titled owner			
Malling address:	; Krohn & Mos	ss, Ltd.;	
City: Chicago		State: IL	Zip code:
Day phone:	Evening phone.		Cell phone:
Fax.	E-mail address:	10	
ECTION 2: VEHICLE I	NFORMATION		
Make: Ford	Model: F-150	Year: 2011	Current mileage: 7200
Name(s) that appears on the	ne vehicle title;		70
Selling dealer/city/state:	Ilm Tidwell Ford, Kennesaw GA		
Primary Servicing dealer,			
Acquired as 🔼 new 🗌 u	sed demo leased Is	the vehicle in your	possession? X yes no
Purchase/lease date: July,	11, 2011 M	lleage at purchase/I	ease: 65
First repair attempt date: F	ebruary 7, 2012	rst renair attempt n	
How often is the vehicle us for business purposes (per	ed Nilmbero	f vehicles owned o	Transmission type:
			20-ADDISAGED SUBMER WEDGE - 2005
	accident/had body damage?	es IA) no	Date of accident:
Description of damage:			
ECTION 3: DESIRED C	UTCOME (Describe what yo	u want done to	resolve your concern)
/IN:1FTFW1CT6BF	74	/ Vehicle	Repurchase plus attorneys fees.
Please complete the m	Issing information in the bo	x below and on	page 2.
VEHICLE INDENTIFIC			)3
Lienholder/Leasing C	ompany Ford motor credit co	mpany Pho	one Number 800-727-7000
Account Number Acco	27 200		
	Comment Notes and Comment of the Com		

SECTION 4: VEHICLE PROBLEMS (List primary problem first)						
Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?		
A/C wont tool propery	Any Degid Inc.	1 2	4/23/08: 32500 bliesh 5 days 5 5-10/07. 127/00 miles 1 day			
PLEASE	SEE		ENCLOSED	26		
**	NE STATE OF THE ST					
	l a					
			<i>3</i> 7			

Total days out of service for all problems:	
Signature of Titled Owner(s)	ate 3/5/12
I am submitting this dispute for resolution in the BBB under the BBB AUTO LINE Arbitration Rules.	AUTO LINE program, and I agree to arbitrate the dispute

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

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fex: 703-247-9700

DANKSLENDER	Mileage 24 14 24	aleners Description of Problem Repails	in in the local state of the loc
02/07/12-02/08/12	6,839	Shut off while driving , erratic shift, felt like it went into park, wrench light was on	Engine/Transmission
		Perform 27 point vehicle safety inspection	Inspection
×		Trans has erratic shift	Engine/Transmission
02/15/12-02/27/12	7,023	Feels like vehicle is going into fail safe mode	Engine/Transmission
	######################################	Check for fluid leaks	Leaks
02/28/12	7,227	Erratic shift wrench light came on, engine stalled	Engine/Transmission

Kenneday, Ga

COUNTY: COBB

KENNESAW, GA 30144

www.fordcredit.com

Deal #44836, Stock #TF11705/640003

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract,

New/Used	Mileage	Year and N	lake Mode	T -	Vehicle identification P	Jumbar	vulse For Which Purchased
		2011	F150		- altipop restablication (	Sumay.	96.40
MEH	6		1 3 4 5 5		TIFWICTORF		☐ Personal ☐ Agricultural
		2030		1 **	TENICAGED		☐ Commercial
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Prepayment: If you pay off your debt early, you will not have to pay a penalty.  Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the fate amount or \$40.00, whichever is less.  Security Interest: You are giving a security Interest in the vehicle being purchased.  Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.	Harver Signal States of States
Your last installment payment under this contract is a balloon payment.	
EXCESS WEAR, USE AND MILEAGE CHARGES  If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the velicing back to Creditor under Paragraph B, you must pay the Creditor \$0	Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.
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Anti-Theft Product (Optional)  If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By algning below, you agree to purchase the anti-theft product(s) at the price disclosed.  N/A  N/A  Term N/A  Term N/A	and is not required to obtain credit. The terms and con- ditions of the debt cancellation waiver are set forth in the situched Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of Amount Financed under section 4.
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FC 17810-SI (MAR 10) (Previous editions may NOT be used.) FC 17610-3-SI	SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS
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DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED. INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PURCHASED VEHICLE FOR ANY PARTICULAR PURPOSE, AND MEREBY DISCLAIMS THE SAME. IN NO EVENT SHALL DEALER BE LIABLE TO PURCHASER POR LOST PROFITS OR REVENUES, LOSS, OR FOR ANY INDIRECT. SPECIAL, CONSEQUENTAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE PURCHASED VEHICLE PROVIDED FOR MEREIN.

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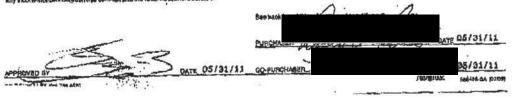
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#### GEORGIA MVD - RECEIPT (COPY)

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41.19

20.00

5.00

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Signature:

PURCH DT: 05/31/2011 APP DT: 02/29/2012

#### STATE OF GEORGIA MOTOR VEHICLE REGISTRATION

2011 FORD LGT CONVINL 'F TK IFTFWICT6BE Tag Number: Expires: 02/24/2013 Valuation 38068B \$10350 Tag Fec: 20.09 Title Number: Equip. No: County: 007 District: #3 Mill Rate: 39.7600 Fuel: Farm Vehicle? N GVW: Color: UNK Classification: PASSENCER CAR/LIGHT TRUCKS Insurance Status: VALID INSURANCE COVERAGE Osstomer 1 No: Customer 2 No: KENNESAWAL

PE13-018 000464LC

CUSTOMER #: 563483		IM	TIDWELL
UNIT# TF21705	115025		99
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				*INVOICE*	10	2205 BARRETT LAN KENNESAW, GEOR (878) 784-13	GIA 30144	
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CUSTOMER #: 563483 UNIT# TF11705

115431



*INVOICE*

2208	BARRETT LAKES BLY	VO.
KEM	IESAW, GEDROM 30	144
	(878) 784-1312	19000

KENNESAW HOME: BUS: COLOR	GA 1	CONT: CELL:		SER	PAGE 2	8ERVICE   7:00 AM TO 7:00 7:80 AM TO 3:30	PMMP	100 30 144 12 100 Y SHO 8:00 AM TO 8 8:00 AM TO 8	:00 PM M-F
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IF YOU HAVE ANY QUESTIONS - PLEASE SEE YOUR SERVICE ADVISOR. YOU MAY RECIEVE A SURVEY FROM FORD MOTOR COMPANY...IF FOR ANY REASON YOU FEEL YOU CANNOT RATE OUR SERVICE WITH A RATING OF COMPLETELY SATISFIED, PLEASE CONTACT PAT MCCONVILLE AT 678-784-1202

Thank You For Your Business!

CONTINUE 2000 AGE, Inc. DESIGNER BOYOLDE PE X800

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the menufacturor. The seller hereby objections all warranties, either express or implied, including any implied warranty of merchanteolitry or street for a particular purpose, and the sellor resitner essumes nor authorized any other person to assume for it eny stolling in connection with the selle of said products. DESCRIPTION LABOR AMOUNT PARTE AMOUNT GAS, OIL, LUBE SUBLET AMOUNT ENVIRONMENTALISHOP SUPPLIES TOTAL CHARGES LESS INSURANCE SALES TAX CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

CUSTOMER COPY

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## 2205 BARRETT LAKES BOULEVARD . KENNESAW, GA 30144

770-427-5531 MAIN 678-784-1312 SERVICE

Customer Name:	FORM
1100	Date: 2-7-12
RO/Tag: 683C	Year/Model: (1-F157)
Service Advisor: The Service Advisor:	Customer Signature:
✓ FUTURE	ATTENTION
✓ Following	Systems - Components
Engine Cooling system, hoses and clamps	Windehlald for pilling, cracks, and chips
Shocks/struts and other suspension components for leaks and/or damage	Engine air filter
Clutch operation (if equipped)	Operation of brake lemps, turn signate, hezard, horn, interior lights and exterior lemps
Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	Inspect cabin air fifter (if equipped)
Exhaust system (loaks, demage, loose parts)	Wiper blades, wiper operation and windsNeid washer spray
Accessory drive bella(a)	Air-conditioning hoses for leaks and damage, Radiator, and heater
Brake system (including lines, hoses, and parking brake) and wheel end for end-pley and bearing noise	Constant velocity (CV) drive axle boots (if equipped)
Steering and eleering linkages	Oil and/or fluid leaks
✓ Ripikes Measure Front / Rear Brake Lumps	OK FILL ON FILL
LR 9 9 9 9 9 8 8 RF	Window Washer  Pawer Steering  Pawer Steering  Pagine Oil  Pattery Spec Cold Crenking Amps  Actual Col
S to 5 min of 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"  To the step the control seat Taken the secret Visit  Countery / Comments:	LR G 132nds  RF G 132nds  RR G 132nds  RR G 132nds  The West Indicates:  Alignment Check Needed  The Pressure Set to PS1 FRONT REAR CHUTENTA 05/11

CUSTOMER #: 563483	115980	1	cord )
UNIT# TF11705	*INVOICE*	2205 BARRETT	LAKES BLVD.
	DUPLICATE 1		ORGIA 30144
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115980 CUSTOMER #: 563483 UNIT# TF11705 *INVOICE* 2205 BARRETT LAKES BLVD. KENNESAW, GEORGIA 30144 (678) 784-1312 DUPLICATE 1 SERVICE HOURS 7:00 AM TO 7:00 PM M-F 7:30 AM TO 3:30 PM SAT BODY SHOP HOURS PAGE 2 KENNESAW, GA BIDD AM TO BIDD PM M-F BIOD AM TO NOON SAT CONT: HOME: 2218 STEVE CAROLAN SERVICE ADVISOR: CELL BUS: STRLING GR 11 FORD F-150 1FTFW1CT6BF 7227/7242 T6203 CASH 03MAR12 03MAR12 OPTIONS: ELEMENT OF THE PROPERTY OF THE STK: TF11705 DLR: 00472 07:22 28FEB12 10:00 03MAR12 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL LIST NET TOTAL NOINSPECT NO INSPECT AT THIS TIME (N/C)ISP 0.00 PARTIS : DECOME DATE : DECOME OF COMMENT : DECOME DECOME DE PARTITURE DE COMMENT : IF YOU HAVE ANY QUESTIONS - PLEASE SEE YOUR SERVICE: ADVISOR (VOV. MAX RECIBVE: AGSURVEY. TOTAL TOTAL TOTAL PROPERTY OF THE PROPERTY OF FROM FORD MOTOR COMPANY...IF FOR ANY REASON There are not being the control of t YOUR PEEL YOU CAMOUT RATE OVERSERVICE WITH A RATING OF COMPLETELY SATISFIED, PLEASE
COMPACT DITTM:COM/INIC AT18/98/98-1202 

Thank You For Your Business!

CANDON POOR ADP, No. ESSUICE BAYOFEE OF REITE

DISOLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller haveby expressly discissines all warranties, either express or implied, including any implied warranty of marchantebility or fitness for a particular purpose, and the seller hereby expression to assume for it any disbility in connection with the sale of sale products.

CUSTOMAR SYGNATURE

LABOR AMOUNT 0.00 0.00 PARTS AMOUNT GAS, OIL, LUBE 0.00 0.00 SUBLET AMOUNT ENVAIONMENTALIBHOP BUPPLES 0.00 TOTAL CHARGES 0.00 LESS INSURANCE 0.00 0.00 SALES TAX 164 PLEASE PAY THIS AMOUNT 

DESCRIPTION THE STATE OF TOTALS

CUSTOMER COPY

## Krohn & Moss, Ltd.

(Axisran, California, Florida, Illinois, Indiana, Emtseky, Minnesta, Miserari, Norada, Olive, Tuna, Wissensia, Washington, DC)

Main Office

10 N. Donnborm St., 3-1 Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Namber (404) 325-9986 Writer's Direct Pecsimile (866) 289-0898 Writer's Direct B-Mail afortes © consum adamontes, com

March 5, 2012

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

RH:

v. Ford Motor Company

Vehicle:

2011 Ford F-150

VIN:

1FTFW1CT6BF

To Whom It May Concern:

Please be advised that this office represents the above-named individuals and corporation regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Georgia Motor Vehicle Warranty Rights Act ("Lemon Law") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

- 1. Defective engine as evidenced by repeated illumination of the check engine light and engine stalling;
- 2. Defective transmission as evidenced by erratic shifting; and
- 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/non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. You are hereby notified of your Final Opportunity to Repair. Should you elect to make a final attempt to repair any of these defects/nonconformities, please contact me directly IN WRITING within the next (7) seven days. Because of the inordinate amount of repairs, my clients have justifiably lost confidence in the vehicle.

My clients' repair history clearly shows there was a breach of the written warranty and/or implied warranty of merchantability based upon the generally accepted rule that an unsuccessful effort to remedy defects/nonconformities found to exist renders the warrantor liable.

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

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

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

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT MY 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. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

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

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

Best regards,

E. Scott Fortas Attorney at Law

ESF/tm

### BBB AUTO LINE Customer Claim Form

Case number:
Contact Date: 02/29/12
Start Date:

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

SECTION 1: CUSTOMER INFO	RMATION		
Titled owner:		20 1-0	
Mailing address:			
City: Kennesaw		State: GA	Zip code:
Day phone:	Evening phone:		Cell phone:
Fax:	E-mail address:		
SECTION 2: VEHICLE INFOR	MATION		
Make: Ford	Model: F-150	Year: 2011	Current mileage: 0
Name(s) that appears on the vehi	cle title:		- 4
Selling dealer/city/state: , , GA			
Primary Servicing dealer/city/st	ate: JIM TIDWELL FORD,	KENNESAW GA	
Acquired as ⊠ new □ used [			ossession? 🛛 yes 🔲 no
Purchase/lease date:	Mil	eage at purchase/lea	ase:
First repair attempt date:	Fir	st repair attempt mil	eage: 0
How often is the vehicle used	Number of	vehicles owned	Transmission type:
for business purposes (percentage		by the business:	🛮 Automatic 🗋 Manual
Has the vehicle been in an accide	nt/had body damage? 🔲 ye	es 🛛 no	Date of accident:
Description of damage:		4	162 17 Hz 1621
SECTION 3: DESIRED OUTCO	ME (Describe what you	u want done to re	esolve your concern)
Please complete the missin	g information in the bo	x below and on p	page 2.
VEHICLE INDENTIFICATION	ON NUMBER		
Lienholder/Leasing Comp	any	Pho	ne Number
Account Number	- 59		

Page 1

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

Total days out of service for all problems:		
Signature of Titled Owner(s)	Date	
Printed Name of Titled Owner(s)		

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

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

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



## Ford Motor Company – Georgia

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

## AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a Ford or Mercury vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles — whichever occurs first — after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a Lincoln vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles — whichever occurs first — after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

### **ELIGIBLE CLAIMS**

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

#### ELIGIBLE VEHICLES

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Georgia lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Georgia lemon law if they are:

Ford - Georgia 5/2006

- Owned or leased in the name of an individual or owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in Georgia; and
- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Georgia lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- · Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

#### BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- · Repairs.
- · A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- · Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

## REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Georgia lemon law **or** meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

Ford - Georgia 5/2006

 The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Georgia lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

### Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

- Purchase price. This means the cash price of the vehicle appearing in the sales
  agreement, including any reasonable allowance for a trade-in vehicle. In determining
  whether the trade-in allowance was reasonable, an arbitrator may take into account
  whether the purchase price of the vehicle was at a fair market value. The arbitrator
  may make appropriate adjustments to ensure that the customer is made whole but
  not unjustly enriched.
- 2. Collateral charges. Collateral charges are those additional charges to a customer which are wholly incurred as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - · Sales tax;
  - · Title charges;
  - · Tag, license and registration fees;
  - Manufacturer or dealer installed items or service charges;
  - · Earned finance charges;
  - "WRA" \$3.00 fee;
  - Credit life and disability insurance;
  - Extended warranty/service contract charges; and
  - Any other related charges.
- 3. *Incidental costs*. Incidental costs are any reasonable expenses incurred by the customer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - · Towing charges; and
  - Costs of obtaining alternative transportation.

#### Repurchase of a Leased Vehicle

Ford will refund a certain amount to the lessor, and the lessor will pay certain amounts to the lessee:

To the lessor: The purchase price (meaning the cash price paid by the lessor to a
dealer or distributor to purchase the new motor vehicle), less a reasonable offset for
the lessee's use.

2. From the lessor to the lessee: The value of any trade-in and down payment or balloon payment.

If the lessee accepts the a repurchase decision, and the lessor does not provide the refund as specified by the arbitrator and does not terminate the lease and release title to the vehicle, the lessee may contact the Georgia Governor's Office of Customer Affairs for assistance.

## Replacement of an Owned Vehicle Purchased New

Ford will provide a new motor vehicle from dealer inventory that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase or lease. In addition, Ford will refund the following amounts:

- Collateral charges. All collateral charges, which are wholly incurred as a result of the
  acquisition purchase of the vehicle, which the customer or lessor incurs a second
  time and which would not have been incurred again except for the replacement.
- 2. *Incidental costs*. Incidental costs are any reasonable expenses incurred by the customer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - · Towing charges; and
  - · Costs of obtaining alternative transportation.

Replacement is not an available remedy if the current vehicle was purchased used.

## Replacement of a Leased Vehicle

Ford will provide a new motor vehicle from dealer inventory that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at time of purchase. The contractual obligation between the lessor and lessee will not be altered except for the terms of the agreement that identified the vehicle. In addition, Ford will refund the following amounts:

- Collateral charges. All collateral charges that are wholly incurred as a result of the acquisition of the vehicle, which the lessor or lessee incurs a second time and which would not have been incurred again except for the replacement.
- Incidental costs. Incidental costs are any reasonable expenses incurred by the lessor or lessee in connection with the repair of the vehicle, including but not limited to:
  - · Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

Under some circumstances, the lessee may be able to seek a reimbursement for the reasonable offset for use from the lessor at the end of the lease term. Please contact the Georgia Governor's Office of Customer Affairs for further information.

Ford - Georgia 5/2006

## Deductions/Exclusions from a Repurchase or Replacement Award

If the arbitrator finds that the claim meets all elements of the Georgia lemon law, then the repurchase award will be reduced, or the replacement award will require payment, for the customer's use of the vehicle in accordance with the following formula:

purchase mileage attributable to the customer on the date of price the customer's request for repurchase or replacement 100,000

If the arbitrator awards a replacement in a claim that does not meet all elements of the Georgia lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

mileage at first repair of the defect x purchase for which a replacement is awarded 100,000

If the arbitrator awards a repurchase in a claim that does not meet all elements of the Georgia lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

price

all accrued mileage - 100 miles x purchase price 100,000

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

#### CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

#### CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB
  AUTO LINE claim or at any other time that the vehicle defect has (1) caused
  bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle
  or damage to property.
- · Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

#### **SUMMARY OF**

# THE GEORGIA MOTOR VEHICLE WARRANTY RIGHTS ACT AND THE GEORGIA LEMON LAW

Georgia recently enacted significant changes to its lemon law. On January 1, 2009, the new **Lemon Law** replaced the prior **Motor Vehicle Warranty Rights Act**.

The Georgia Attorney General's Office and the Governor's Office of Consumer Affairs have issued guidance indicating that the prior law, the Motor Vehicle Warranty Rights Act, applies to vehicles that were purchased, leased or registered before January 1, 2009. The new Lemon Law applies to vehicles that were purchased, leased or registered on or after January 1, 2009.

Please review the legal standards and remedies that will apply to your claim:

- A summary of the Motor Vehicle Warranty Rights Act for vehicles purchased, leased or registered before January 1, 2009 is found at pages 2 through 9.
- A summary of the Lemon Law for vehicles purchased, leased or registered on or after January 1, 2009 is found at pages 10 through 17.

If you have questions about either law, please contact the Governor's Office of Consumer Affairs at (404) 656-3790

## **Summary of the Motor Vehicle Warranty Rights Act**

For vehicles purchased, leased or registered before January 1, 2009

PLEASE NOTE: The standards and remedies set forth below apply to warranty disputes involving new motor vehicles purchased, leased or registered in Georgia before January 1, 2009. For standards and remedies applicable to vehicles purchased or leased on or after that date, see pages 10 through 17.

## STANDARDS OF THE GEORGIA MOTOR VEHICLE WARRANTY RIGHTS ACT

The following is a brief explanation of most relevant provisions of the Georgia Motor Vehicle Warranty Rights Act ("MVWR Act"), previously codified at Georgia Code Section 10-1-780 et seq.

#### VEHICLES COVERED

The Georgia MVWR Act covers a new motor vehicle that is leased or purchased in Georgia or registered in Georgia by the original consumer. It also covers a demonstrator vehicle and the self-propelled vehicle and chassis of a motor home. The MVWR Act does not cover motorcycles, trucks with a G.V.W. rating of 10,000 pounds or more, or vehicles that are bought used.

#### CONSUMERS COVERED

The MVWR Act covers a consumer who purchases or leases a new motor vehicle primarily for personal, family, or household purposes. It also covers a small business that has ten or fewer employees and a net income after taxes of less than \$100,000 per year, and owns or leases no more than three new motor vehicles.

#### PROBLEMS COVERED

The MVWR Act covers vehicle nonconformities. A nonconformity is a defect, **serious safety defect**, or condition that **substantially impairs** the use, value, or safety of a new motor vehicle to the consumer. A nonconformity does not include a defect or condition that is the result of abuse, neglect, or **unauthorized** modification or alteration of the new motor vehicle.

"Serious safety defect" means a life-threatening malfunction or nonconformity.

"Substantially impair" means to render the new motor vehicle unreliable, or unsafe for ordinary use, or to diminish the resale value of the vehicle more than a

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meaningful amount below the average resale value for comparable motor vehicles.

"Unauthorized" means any modification or alteration which was not reasonably contemplated in the manufacturer's design for the vehicle, unless the manufacturer has transferred the vehicle and knew or should have known that the modification or alteration might be made.

#### REPORT AND REPAIR OF A NONCONFORMITY

Nonconformities must be reported during the **lemon law rights period**, which is the period ending one year after the date of the original delivery of a new motor vehicle to a consumer OR the first 12,000 miles of operation after delivery of a new motor vehicle to a consumer, whichever occurs first.

If a consumer reports a nonconformity during the lemon law rights period to the manufacturer, its agent, or the dealer who sold the vehicle, the nonconformity must be corrected at the manufacturer's expense.

#### REASONABLE NUMBER OF REPAIR ATTEMPTS

A manufacturer, its agent or dealer must be provided with a **reasonable number of attempts** to repair or correct a nonconformity in accordance with at least one of the following situations:

- A serious safety defect in the braking or steering system is not corrected after being subject to repair at least once during the lemon law rights period;
- 2. Any other serious safety defect is not corrected after being subject to repair at least once during the lemon law rights period and at least one more time within two years or 24,000 miles (whichever comes first) after the first repair attempt;
- 3. The same nonconformity is not corrected after being subject to repair at least once during the lemon law rights period and at least two more times within two years or 24,000 miles (whichever comes first) after the first repair attempt; or
- 4. The vehicle is out of service by reason of repair to one or more nonconformities for at least 15 days during the lemon law rights period, and for a total of 30 days within any period of 24 months or 24,000 miles (whichever occurs first) after the first repair attempt. If less than 15 days remain under the lemon law rights period when the vehicle is first brought in for diagnosis or repair, the lemon law rights period for that particular problem shall be extended for a period of 90 days.

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#### MANUFACTURER'S RIGHT TO FINAL OPPORTUNITY TO REPAIR

If the manufacturer, its authorized agent or the dealer is unable to repair or correct any nonconformity after a **reasonable number of attempts** (as described above), the consumer must notify the manufacturer by *certified mail*, return receipt requested, or by *statutory overnight delivery* to the address provided by the manufacturer. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within seven days of receiving the consumer's notice. After the consumer delivers the vehicle to the designated repair facility, the manufacturer has fourteen days to correct the nonconformity. If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.

Notice sufficiently complies with "statutory overnight delivery" if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the **next business day** following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.

#### MANUFACTURER'S OBLIGATION TO REPURCHASE OR REPLACE

If the nonconformity is not corrected after the final opportunity to repair, the consumer must request by *certified mail*, return receipt requested, or *statutory overnight delivery* that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 30 days of receipt of this last request, replace or repurchase the vehicle.

#### DISPUTE RESOLUTION

If a manufacturer participates in an informal dispute resolution mechanism that has been certified by the Georgia Governor's Office of Consumer Affairs, then a consumer must submit a dispute under the MVWR Act to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.

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If a decision is not rendered by the informal dispute resolution mechanism **within forty (40) days of filing**, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.

Please note: To pursue remedies under the MVWR Act, the MVWR Act and related regulations require the consumer to complete, sign and return the Georgia UCC Waiver form. By signing this form, the consumer acknowledges waiver of rights under Article 2 of the Commercial Code, found at O.C.G.A. §§ 11-2-602 through 11-2-609. If the consumer is pursuing relief under the MVWR Act, the consumer must complete, sign and return the form before proceeding to arbitration. Questions about this form may be addressed to BBB AUTO LINE staff or the Georgia Governor's Office of Consumer Affairs at (404) 656-3790.

#### PERIOD FOR FILING CLAIMS

The MVWR Act does not specify a time period for filing a claim with an informal dispute resolution mechanism.

A consumer who rejects the decision or determination of an informal dispute resolution mechanism may request a hearing with the state-operated panel by requesting, completing, and submitting forms to the Georgia Governor's Office of Consumer Affairs, within **sixty (60) days** from the date of the rejection. To request a state arbitration application, please call (404) 656-3790.

## **Summary of the Motor Vehicle Warranty Rights Act**

For vehicles purchased, leased or registered before January 1, 2009

## REMEDIES UNDER THE GEORGIA MOTOR VEHICLE WARRANTY RIGHTS ACT

#### REPURCHASE OF AN OWNED VEHICLE

The Georgia MVWR Act sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the MVWR Act:

- 1. Purchase price. This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle. In determining whether the trade-in allowance was reasonable, an arbitrator may take into account whether the purchase price of the vehicle was at a fair market value. The arbitrator may make appropriate adjustments to ensure that the consumer is made whole but not unjustly enriched.
- 2. Collateral charges. Collateral charges are those additional charges to a consumer which are wholly incurred as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - · Manufacturer or dealer installed items or service charges;
  - · Earned finance charges;
  - Sales tax; and
  - Title charges
- 3. Incidental costs. Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - · Payments to dealers for attempted repairs of nonconformities;
  - · Towing charges; and
  - · Costs of obtaining alternative transportation.
- 4. Reasonable offset for use. A reasonable offset for the consumer's use is subtracted from the amounts paid to the consumer. The MVWR Act provides that the reasonable offset for use is computed using the following formula:

# miles directly attributable to use by the reasonable = consumer before the consumer's request of repurchase or replacement price

# miles directly attributable to use by the vehicle's X purchase of repurchase or replacement price

100,000

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#### REPLACEMENT OF AN OWNED VEHICLE

If a manufacturer replaces a vehicle under the Georgia MVWR Act, it must give the consumer a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase or lease. In addition, the manufacturer must pay:

- Collateral charges. All collateral charges, which are wholly incurred as a result of the
  acquisition purchase of the vehicle, which the consumer or lessor incurs a second
  time and which would not have been incurred again except for the replacement.
- 2. *Incidental costs*. Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

Reasonable offset for use. If a vehicle is replaced, the consumer must pay the manufacturer a reasonable offset for the vehicle's use. The MVWR Act provides that the reasonable offset for use is computed using the following formula:

# miles directly attributable to use by the reasonable = consumer before the consumer's request of repurchase or replacement price

100,000

#### REPURCHASE OF A LEASED VEHICLE

For repurchase of a leased vehicle, the Georgia MVWR Act requires that the manufacturer pay a certain amount to the lessor, and that the lessor pay a certain amount to the lessee. The lease agreement is terminated upon the manufacturer's payment to the lessor, without any penalty for early termination.

A repurchase award will consist of the amounts that the manufacturer must pay to the lessor and the amounts the lessor must pay to the lessee:

To the lessor:

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- 1. Purchase price. This means the cash price paid by the lessor to a dealer or distributor to purchase the new motor vehicle.
- 2. Reasonable offset for use. A reasonable offset for the lessee's use is subtracted from the amount the manufacturer pays to the lessor. The MVWR Act provides that the reasonable offset for use is computed by the following formula:

# miles directly attributable to use by vehicle's reasonable = the lessee before the lessee's request of repurchase or replacement price

100,000

From the lesser to the lessee: Value of any trade-in and down payment or balloon payment.

#### Note:

In the event the arbitrator renders a decision awarding a repurchase of a leased vehicle, and the lessee accepts the decision, if the lessor does not provide the refund as specified by the arbitrator and does not terminate the lease and release title to the vehicle, the lessee may contact the Georgia Governor's Office of Consumer Affairs for assistance.

#### REPLACEMENT OF A LEASED VEHICLE

If a manufacturer replaces a vehicle under the Georgia MVWR Act, the manufacturer must give the lessee a new motor vehicle that is identical or reasonably equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at time of purchase. The contractual obligation between the lessor and lessee will not be altered except for the terms of the agreement that identified the vehicle. In addition, the manufacturer must pay collateral charges and incidental costs as defined below:

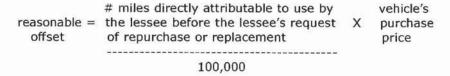
- 1. Collateral charges. All collateral charges that are wholly incurred as a result of the acquisition of the vehicle, which the lessor or lessee incurs a second time and which would not have been incurred again except for the replacement.
- 2. Incidental costs. Incidental costs are any reasonable expenses incurred by the lessor or lessee in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and

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Costs of obtaining alternative transportation.

In addition, if a manufacturer replaces a vehicle under the Georgia MVWR Act, the lessee must pay the manufacturer a reasonable offset for use, as defined below.

Reasonable offset for use. A reasonable offset for the lessee's use shall be paid by the lessee to the manufacturer. The MVWR Act provides that the reasonable offset for use is computed by the following formula:



#### Note:

Under some circumstances, the lessee may be able to seek a reimbursement for the reasonable offset for use from the lessor at the end of the lease term. Please contact the Georgia Governor's Office of Consumer Affairs for further information.

For vehicles purchased, leased or registered on or after January 1, 2009

PLEASE NOTE: The standards and remedies set forth below apply to disputes involving new motor vehicles purchased, leased or registered in Georgia on or after January 1, 2009. For standards and remedies applicable to vehicles purchased or leased before that date, see pages 2 through 9 of this summary.

#### STANDARDS OF THE GEORGIA LEMON LAW

The following is a brief explanation of most relevant provisions of the Georgia Lemon Law, currently codified at Georgia Code Section 10-1-780 et seq.

#### VEHICLES COVERED

The Georgia Lemon Law covers a new motor vehicle that was leased or purchased in Georgia or registered in Georgia by the original consumer. This includes a demonstrator vehicle and the self-propelled vehicle and chassis of a motor home. It does not include motorcycles, golf carts, trucks with a G.V.W. rating greater than 12,000 pounds, or vehicles that are bought used.

#### CONSUMERS COVERED

The Georgia Lemon Law covers a consumer who purchases or leases a new motor vehicle for personal, family, or household purposes. It also covers a business that purchases or leases no more than ten new motor vehicles a year for business purposes other than providing limousine rental services.

#### PROBLEMS COVERED

The Lemon Law covers vehicle nonconformities. A nonconformity is a defect, **serious safety defect**, or condition that substantially impairs the use, value, or safety of a new motor vehicle to the consumer, or renders the new motor vehicle nonconforming to a **warranty**. A nonconformity does not include a defect, a serious safety defect, or a condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.

"Serious safety defect" means a life-threatening defect or a malfunction that impedes the consumer's ability to control or operate the motor vehicle for ordinary use or reasonable intended purposes or creates a risk of fire or explosion.

"Warranty" means any manufacturer's express warranty or any affirmation

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of fact or promise made by the manufacturer in connection with the sale of a new motor vehicle to a consumer concerning the vehicle's materials, workmanship, operation, or performance which becomes part of the basis of the bargain. The term shall not include any extended coverage purchased by the consumer as a separate item or any statements made by the dealer in connection with the sale of the motor vehicle to a consumer which relate to the nature of the material or workmanship and affirm or promise that such material or workmanship is free of defects or will meet a specified level of performance.

#### REPORT AND REPAIR OF NONCONFORMITIES

Nonconformities must be reported during the **lemon law rights period**, which is the period ending two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to a consumer, whichever occurs first.

If a consumer reports a nonconformity during the lemon law rights period, the manufacturer, its authorized agent or dealer must be allowed a **reasonable number of attempts** to repair and correct the nonconformity.

#### REASONABLE NUMBER OF REPAIR ATTEMPTS

A reasonable number of attempts shall be deemed to have been undertaken by the manufacturer, its authorized agent or the dealer if, during the lemon law rights period:

- A serious safety defect has been subject to repair one time and has not been corrected;
- 2. The same nonconformity that is not a serious safety defect has been subject to repair three times and has not been corrected; or
- 3. The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days.

If the lemon law rights period should expire while the vehicle is being repaired, the lemon law rights period is extended until that repair attempt has been completed.

"Repair attempt" means the replacement of a component or some adjustment made to correct a nonconformity. An examination of a reported nonconformity, without any adjustment or component replacement, may constitute a repair attempt if it is later

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shown that repair work was justified. An examination or repair performed by any person not authorized by the manufacturer or its authorized agent is not considered a repair attempt. If the new motor vehicle is a motor home and the consumer goes to a repair facility for repair of a nonconformity while traveling, and that facility does not have the necessary part(s) to perform the repair, and the consumer elects to continue traveling and seek repair of the nonconformity at another repair facility rather than wait for the initial facility to get the part(s), then the visit to the initial repair facility does not constitute a repair attempt.

An "out of service" day means any day, including weekends and legal holidays, when a vehicle is left at a repair facility of the manufacturer's agent or dealer for examination or repair of a nonconformity. The number of out of service days for each visit commences the day the vehicle is brought to the facility for that repair work and ends the day the work is completed. Out of service days do not include (1) any day a vehicle is dropped off at the repair facility after close of business; or (2) any day on which the vehicle is left at the repair facility exclusively for routine maintenance; for repair of problems not found to be nonconformities; or for repair of nonconformities after the expiration of the lemon law rights period.

#### MANUFACTURER'S RIGHT TO FINAL OPPORTUNITY TO REPAIR

If the manufacturer, its agent, or the new motor vehicle dealer is unable to repair and correct a serious safety defect or the same nonconformity after a **reasonable number of attempts** (as described on page 11), the consumer must notify the manufacturer and allow a final opportunity to repair. (The requirement for a final opportunity to repair does not apply if the vehicle was out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days within the lemon law rights period.)

This notice must be sent by *certified mail*, return receipt requested, or by *statutory overnight delivery* to the address provided by the manufacturer and must include relevant information about the vehicle, the nonconformity, and the previous repair attempts. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within 7 days of receiving the consumer's notice. The manufacturer must complete the final repair attempt within 28 days after receiving the consumer's notice.

However, if the consumer delivers the vehicle to the repair facility more than 14 days after the manufacturer received the consumer's notice, the 28 day period is extended and the manufacturer has 14 days from the date the consumer delivers the vehicle to the repair facility to complete the final repair attempt.

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If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.

Notice sufficiently complies with "statutory overnight delivery" if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the **next business day** following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.

#### MANUFACTURER'S OBLIGATION TO REPURCHASE OR REPLACE

If the nonconformity is not corrected after the final opportunity to repair, or if the vehicle was out of service by reason of repair to any nonconformities for a cumulative total of 30 days within the lemon law rights period, the consumer must request, by certified mail, return receipt requested, or statutory overnight delivery that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 20 days of receipt of this last request, replace or repurchase the vehicle.

#### DISPUTE RESOLUTION

If the manufacturer participates in an informal dispute resolution mechanism that has been certified by the Georgia Governor's Office of Consumer Affairs, then a consumer must submit a dispute under the Lemon Law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.

If a decision is not rendered by the informal dispute mechanism within forty (40) days of filing, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.

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#### PERIOD FOR FILING CLAIMS

For any vehicle purchased, leased or registered on or after January 1, 2009, a consumer must file a claim with the informal dispute resolution mechanism within **one year after the expiration of the lemon law rights period** (as described on page 11).

A consumer who rejects the decision or determination of an informal dispute resolution mechanism may request a hearing with the state-operated panel by requesting, completing, and submitting forms to the Georgia Governor's Office of Consumer Affairs, within sixty (60) days from the date the mechanism concludes its proceedings or within one year after expiration of the lemon law rights period, whichever occurs later. To request a state arbitration application, please call (404) 656-3790.

For vehicles purchased, leased or registered on or after January 1, 2009

## REMEDIES UNDER THE GEORGIA LEMON LAW

#### REPURCHASE OF AN OWNED VEHICLE

The Georgia Lemon Law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the Lemon Law:

- 1. Purchase price. This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle
- Collateral charges. Collateral charges are those charges incurred by a consumer as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - Sales tax;
  - · Title charges;
  - · Factory or dealer installed options; and
  - Earned finance charges
- 3. Incidental costs. Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
- 4. Reasonable offset for use. A reasonable offset for the consumer's use is subtracted from the amounts paid to the consumer. The Lemon Law provides that the reasonable offset for use is computed using the following formula:

reasonable =	#miles directly attributable to use by consumer before consumer first delivered	x	vehicle's purchase	
offset	vehicle for repair of nonconformity		price	

120,000 (90,000 for motor home)

Refunds under this provision will be made to the consumer and to the lien holder of record, if applicable.

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For vehicles purchased, leased or registered on or after January 1, 2009

#### REPLACEMENT OF AN OWNED VEHICLE

If a manufacturer replaces an owned vehicle under the Georgia Lemon Law, it must give the consumer a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase. In addition to replacing the vehicle, the manufacturer must pay the consumer for:

- 1. *Incidental costs*. Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - · Towing charges; and
  - Costs of obtaining alternative transportation.
- 2. Charges. All charges that the consumer will incur as a result of the replacement transaction.

#### REPURCHASE OF A LEASED VEHICLE

For repurchase of a leased vehicle, the Georgia Lemon Law requires that the manufacturer pay certain amounts to the lessor and to the lessee. A repurchase award will consist of the following amounts that the manufacturer must pay to the lessee and the lessor:

#### To the lessee:

- Lessee cost. An amount equal to all payments made by the lessee under the lease
  agreement, including but not limited to, the aggregate payment made at the
  inception of the lease agreement or contract, inclusive of any allowance for a trade-in
  vehicle, and all other lease payments made by or on behalf of the lessee.
- 2. Incidental costs. Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repair of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
- Reasonable offset for use. A reasonable offset for the lessee's use of the nonconforming vehicle is subtracted from the amounts paid to the lessee. The

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Georgia Lemon Law provides that the reasonable offset for use is computed using the following formula:

reasonable = offset

#miles directly attributable to use by consumer before consumer first delivered vehicle for repair of nonconformity

agreed upon

X value of vehicle
shown in lease
agreement

120,000 (90,000 for motor home)

#### To the lessor:

1. An amount equal to 110 percent of the adjusted capitalized cost shown in the lease agreement for the nonconforming vehicle.

After the manufacturer pays the amount to the lessor, and after the lessee pays the lessor any past due payments, the lease agreement is terminated, with no penalty for early termination.

#### REPLACEMENT OF A LEASED VEHICLE

If a manufacturer replaces a leased vehicle, the Georgia Lemon Law requires the manufacturer to give the lessee a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as that vehicle existed at time it was leased. All terms of the existing lease contract will remain in effect, except for the terms of the agreement that identified the vehicle. In addition to replacing the vehicle, the manufacturer must pay the lessor and/or the lessee for certain *charges and incidental costs* as defined below:

- Charges. All charges that either the lessor or the lessee, or both, will incur as a result of the replacement transaction.
- 2. Incidental costs. Incidental costs are any reasonable expenses incurred by the lessee in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - · Towing charges; and
  - Costs of obtaining alternative transportation.

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Report Mgmt Primary

Report Mgmt Query

Report Mgmt

**Indicator Summary** 

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Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save Mail Report

**Download Options** 

Report Detail Section: View Details

Attachments: 0

Report#: CB2H1001 NHL Received:

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

> 2011,F150 4X2 ,F150 ,SUP CRW, STYSD , 1FTFW1CT6BF

Build Date: 02/11/2011

Odometer:

3.5L-GTDI

Calibration: BF613G0N

7,227 M

Engine: Axle:

3800F3.55L A/C:

YES

02/28/2012

6R80E Dealer: USA 00472 Jim Tidwell Ford

(770) 427-Phone#:

5531

City: Kennesaw State:

Georgia

USA Country:

Originator: MICHAEL MORONEY

Symptom:

Transmission:

5 52 0 00 DRV PERF, STALLS/QUITS, UNKNOWN, UNKNOWN

Status:

Vehicle:

VFG:

V52 DRIVEABILITY

Additional Symptom:

P0320, P160A

Fix:

Causal Component:

**Condition Code:** 

Hotliner: AHEBERT8

Phone: 313 317-9379

Regn Cd: S1 Atlanta

Engineering:

Phone:

TAR:

DIr Contact: MICHAEL MORONEY

Phone: 000 000-0000

Title Cde: T

KOEO: P0320 P160A

KOEC: KOER:

#### Comments:

REPAIR

02/28/2012 04:24PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:RUNNING ROUGH WRENCH LIGHT ON AT TIMES DIAGNOSTICS: TEST DRIVE, CHECK HARNESS, FUEL SYSTEM TEST, ALL NORMAL PARTS REPLACED:COIL CIRCUIT REPAIR, REPLACE PCM/UPDATED (HAD DEFERENT CODES IN PAST) TECH QUESTION: ANY RELATED INFORMATION

RECOMM 02/28/2012 04:24PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE MICHAEL, PLEASE VERIFY IF THE VEHICLE IS EQUIPPED WITH ANY AFTERMARKET MODIFICATIONS SUCH AS OVERSIZED TIRES. THE PRESENCE OF THE WRENCH LIGHT INDICATES THAT A TOROUE CALCULATION ERROR HAS OCCURRED. THE MAIN VALUES USED IN TORQUE CALCULATIONS ARE: MAF, TP, ETC_ACT, ETC_DSD, LOAD, BARO, RPM, VSS, WHEEL SPEED SENSORS, FUEL PRESSURE, VPWR, O2 OPERATION. PLEASE MONITOR THESE INPUTS. THERE ARE GOOD REFERENCE VALUES TO COMPARE TO LOCATED IN SECTION 6 OF THE PC/ED. RECOMMEND TO VERIFY THAT THE RPM PID IS CORRECT DURING THE CONCERN. IF ERRATIC OPERATION IS IDENTIFIED, PLEASE APPLY A SUITABLE LOAD WHILE VOLTAGE DROPPING THE CKP CIRCUITS TO THE PCM. NO MORE THAN .2V SHOULD BE DROPPED ON ANY ONE CIRCUIT. IF NO CIRCUIT CONCERNS ARE IDENTIFIED, PLEASE INSPECT THE CKP TRIGGER WHEEL FOR ANY SIGNS OF DAMAGE. IF NO CONCERNS ARE FOUND, PLEASE REPLACE THE CKP SENSOR AND RETEST.

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Requester: DALBANIC Report Summary

Server: ECCWS686

Ford Proprietary, Private

25-May-2012

Retention: None