

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

10 N. Dearborn Street, 3rd Floor

Chicago, Illinois 60602

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www.krohnandmoss.com

Writer licensed to practice
only in:
Florida
Illinois

October 15, 2012

VIA CERTIFIED MAIL

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

REC-10
OCT 19 2012

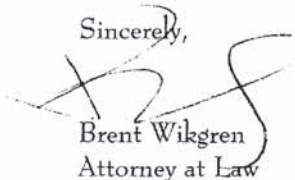
RE: [REDACTED] v. Ford Motor Company
Vehicle: 2012 Ford F-150
VIN: 1FTFW1ET5CF [REDACTED]

Dear Sir or Madam:

Enclosed please find my client's Motor Vehicle Defect Notification. Please contact me directly as I represent the above-listed individuals in their Lemon Law action against your company. We will expect to hear from you within 10 days upon receipt of this letter to set up the Final Repair.

I look forward to hearing from you in the near future regarding my clients' arbitration hearing.

Sincerely,



Brent Wikgren
Attorney at Law

BW/df
cc: Office of the Attorney General
Lemon Law Research Unit
PL-01, The Capitol
Tallahassee, FL 32399-1050

Motor Vehicle Defect Notification
(Please print clearly in ink)

Pursuant to the Florida Lemon Law, Notice is given to the manufacturer as follows:

- X The vehicle has been out of service at least 15 days to repair one or more substantial defects.
 - X 3 or more repair attempts have been made to repair the same substantial defect or condition
1. Description of continuing defect(s) or condition(s): Defective engine as evidenced by the illumination of the check engine light, white smoke emanating from exhaust system, poor fuel economy, vehicle unresponsive to accelerator, vehicle sputters upon acceleration, vehicle hesitates upon acceleration, vehicle idles rough, and vehicle shakes when accelerator is applied; Defective electrical system as evidenced by the illumination of the check engine light.

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle make: Ford Model: F-150 Year: 2012

VIN: 1FTFW1ET5CF [REDACTED] Date of Delivery: February 16, 2012

Name and City/State of selling dealer or leasing company (if applicable)

Selling Dealer: Brandon Ford (Tampa, FL)

Name and City/State of authorized service agent(s) attempting previous repairs:

Selling Dealer: Brandon Ford (Tampa, FL)

Consumer:

[REDACTED]
Lithia FL [REDACTED]

Home phone:

[REDACTED]

Signature:


Brent Wikgren, Attorney for the Consumer
Krohn & Moss, Ltd
10 N. Dearborn, 3rd Floor
Chicago, IL 60602
(312) 578-9428 ext. 203

Date Mailed: October 15, 2012

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

Main Office

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October 15, 2012

VIA CERTIFIED MAIL

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2012 Ford F-150
VIN: 1FTFW1ET5CF [REDACTED]
Our File No.: F120248BWA

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Magnuson-Moss Warranty Act and/or the Florida Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

You are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer. If you settle directly with our client and do not make arrangements for payment of all damages, fees, and costs, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. You are hereby notified that these defects and non-conformities include, but are not limited to:

1. Defective engine as evidenced by the illumination of the check engine light, white smoke emanating from exhaust system, poor fuel economy, vehicle unresponsive to accelerator, vehicle sputters upon acceleration, vehicle hesitates upon acceleration, vehicle idles rough, and vehicle shakes when accelerator is applied;
2. Defective electrical system as evidenced by the illumination of the check engine light; and
3. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of your written warranty

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.

Although it is my client's contention that you have already been provided with sufficient opportunities to repair the subject vehicle by the tendering of the vehicle to your dealers as directed in your warranty, if you are interested in performing further repairs to the vehicle, please contact me to make appropriate arrangements to do so. If I do not hear from you within ten (10) days I will presume you are uninterested in performing any further repairs to the vehicle.

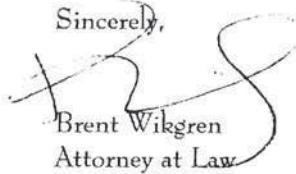
Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Unless you repurchase my client's vehicle and return all payments made by my client on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the

car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be 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, please contact me. If this matter is not resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,



Brent Wikgren
Attorney at Law

BW/df

cc: 

Server: AWS Prod
 Claims loaded through: 22-OCT-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-OCT-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
IFTFW1ET5CF [REDACTED]	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-16- JAN-2012	FEB-2012	124476	USA 1	ST03	BL3Z	7D443	CA	F07	S08	V71	B95	34
AWS Claim Key:	<u>491046</u>	Doc #: 070413A	Trx Code:	2	Labor Hrs:	.6	Labor Cost:	52.48	Material Cost:	44.21	Total Cost:	96.69											
Dir Cd-Sub Cd:	01741-*	Name: LAKELAND FORD	Ph:	863-6821100	St: FL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 01-MAR-2012	DIST(Mile): 713												
Cust Comments:	CUST STATES BEZEL BY GEARSHITER ROD BUBBLING UP,INSTALL SOP																						
Tech Comments:	VERIFY CONCERN, BEZEL BUBBLING UP, INSTALLED SOPOK																						
IFTFW1ET5CF [REDACTED]	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-16- JAN-2012	FEB-2012	124476	USA 4	2G05 *	RECAL *	F04	S11	V44	D50	04		
AWS Claim Key:	<u>1384475</u>	Doc #: 05415051	Trx Code:	1	Labor Hrs:	.4	Labor Cost:	37.04	Material Cost:	0	Total Cost:	37.04											
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph:	813-2463673	St: FL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 05-JUN-2012	DIST(Mile): 5071												
Cust Comments:	CUSTOMER STATES THE TRUCK IS GETTING POOR FUEL MILEAGE AND AT TIMES SMOKE FROM EXHAUST																						
Tech Comments:	VEH GETTING POOR MILEAGE AND SMOKE FROM EXHAUST REPROGRAM THE PCM PER TSB 12 2 10																						
IFTFW1ET5CF [REDACTED]	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-16- JAN-2012	FEB-2012	124476	USA 5	2E03	BL3Z	9E926	A	F04	S11	V44	D50	42
AWS Claim Key:	<u>1720931</u>	Doc #: 05786051	Trx Code:	S07	Labor Hrs:	1	Labor Cost:	92.6	Material Cost:	270.49	Total Cost:	363.09											
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph:	813-2463673	St: FL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 13-JUL-2012	DIST(Mile): 7003												
Cust Comments:	CUSTOMER STATES CHECK ENGINE LIGHT IS ON, WARNING LIGHT FLASHES AND SPUTTERS , VEH HAD NO RESPONSE ON ACCEL ADVISE AND BLOWS WHITE SMOKE THRU EXHAUST																						
Tech Comments:	THROTTLE BODY VOLTAGE ERRATIC THROTTLE BODY AIR INTAKE REPLACE																						

PE13-018 000760LC

IETFW1ET5CF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05- JAN- 2012	16- FEB- 2012	124476	USA 6	4C03	BL3Z	5E212	E	F04	S11	V40	D13	42
AWS Claim Key:	<u>1785894</u>	Doc #: 05868351	Trx Code: S07	Labor Hrs: 1	Labor Cost: 92.6	Material Cost: 393.45	Total Cost: 486.05															
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph: 813-2463673	St: FL	Ctry Cd: USA	Reg Cd: NA	Repr Date: 23-JUL-2012	DIST(Mile): 7127														
Cust Comments:	CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON AND IDLES ROUGH AND HESITATES ON TAKE OFF																					
Tech Comments:	VEH IDLES ROUGH REPLACE THE LEFT CATALYTIC CONVERTOR, INSTALL CAC AIR DEFLECTOR PLATE PER TSB 12 6 4																					
IETFW1ET5CF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05- JAN- 2012	16- FEB- 2012	124476	USA 6	6Y20 *	TAP1	*	F09	SXX	V99	A99	82	
AWS Claim Key:	<u>1776016</u>	Doc #: 05868399	Trx Code: TAP1	Labor Hrs: 0	Labor Cost: 0	Material Cost: 0	Total Cost: 50															
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph: 813-2463673	St: FL	Ctry Cd: USA	Reg Cd: NA	Repr Date: 23-JUL-2012	DIST(Mile): 7127														
Cust Comments:	TAP RENTAL REIMBURSEMENT																					
Tech Comments:	TAP RENTAL REIMBURSEMENT																					
IETFW1ET5CF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05- JAN- 2012	16- FEB- 2012	124476	USA 6	2G02	BE5Z	9G444	A	F04	S11	V29	E29	42
AWS Claim Key:	<u>1906131</u>	Doc #: 05945151	Trx Code: S07	Labor Hrs: .5	Labor Cost: 46.3	Material Cost: 107.54	Total Cost: 153.84															
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph: 813-2463673	St: FL	Ctry Cd: USA	Reg Cd: NA	Repr Date: 31-JUL-2012	DIST(Mile): 7474														
Cust Comments:	USE SPO 12208032 CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON (SOP)																					
Tech Comments:	EGO SENSOR STICKING CATALYST MONITOR SENSOR REPLACE																					
IETFW1ET5CF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05- JAN- 2012	16- FEB- 2012	124476	USA 7	6Y20 *	RENTAL *		F09	SXX	V99	A99	82	
AWS Claim Key:	<u>2096893</u>	Doc #: 06145899	Trx Code: P18	Labor Hrs: 0	Labor Cost: 0	Material Cost: 0	Total Cost: 100															
Dir Cd-Sub Cd:	04963-*	Name: BRANDON FORD	Ph: 813-2463673	St: FL	Ctry Cd: USA	Reg Cd: NA	Repr Date: 21-AUG-2012	DIST(Mile): 8948														
Cust Comments:	CUSTOMER RENTAL ASSISTANCE																					
Tech Comments:	CUDL 1470372512 4 RENTAL DAYS																					

PE13-018 000761LC

Any comments? You can contact



webmaster

PE13-018 000762LC

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 Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20091666
Status	Assigned
Currently assigned to	CHALL48
Request Type	BBB Report; Document in attached file
Request Source	BBB
If Other request source, please explain	
Primary contact	Bob Gray, Ford DRS
Primary contact's phone number	866 567 6518 x77244
Primary contact's email address	rgray72@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	BRANDON FORD
P&A Code	04963
Facing Region (SDR separate from Contact Regions)	S3 - ORLANDO
Geographic Region (SDR combined with Contact Region)	S3 - ORLANDO
FCSD Sales Zone	A05
FCSD Technical Zone	T08
VIN	1FTFW1ET5CF [REDACTED]
Vehicle year/model	2012 F150
Vehicle mileage	13,900
Repair Order (R.O) #	N/A
Customer Name	[REDACTED]
Vehicle Down?	No
GCQIS Report #	CHVET003
TAR Open?	No
CuDL Case #	1470372512
Priority	Low
Request description	Report request only---please document any previous or current involvement with this vehicle in the attached file--if no contact close out TFOAM with that information---new BBB case

GCQIS Comments

open 5 50 2 39,DRVLIN,RUNS
ROUGH,ACCELERATION,INTERMITTENT
P0305, P0306 ---Updated By---RGRAY72--
11/14/2012 07:59:20 AM--

08/22/2012 1:39PM ADAM HEBERT MSS -
FCSD - TECH SVC HOTLINE;
WEB FORM DATA -
CONCERN:ENGINE LIGHT ON RUNS
ROUGH

DIAGNOSTICS:
POWER BALANCE INJECTOR FLOW EEC
TESTS

PARTS REPLACED:NONE

TECH
QUESTION:ON PREVIOUS VISIT WE
REPROGRAMED PCM BUT IDS WAS AT 79-
01
TODAY WE REPROGRAMED AT 80 TRUCK
RUNS GOOD SHOULD WE LOOK FOR ANY
OTHER CAUSE

08/22/2012 1:39PM ADAM HEBERT MSS -
FCSD - TECH SVC HOTLINE;
JUAN,

WE HAVE SEEN PAST INSTANCES OF THE
CHARGE AIR COOLER DEVELOP
CONDENSATION ON A LONG EXTENDED
DRIVE, ESPECIALLY IN HOT OR HUMID
ENVIRONMENTS.

IF THE MISFIRE CANNOT BE
DUPLICATED, SUSPECT THAT
THIS MAY BE THE CASE, INPSECT THE
CHARGE AIR COOLER FOR EVIDENCE OF
MOISTURE. INPSECT THE THROTTLE
PLATE FOR WATER SPOTS.

IF THE
MISFIRE CAN BE DUPLICATED,
RECOMMEND TO MONITOR THE
FOLLOWING PID'S
APP(%), BARO(PRESS), CHT(TEMP),
CYL_(1-6)_ACCL, EQ_RAT11 (RATIO),
EQ_RATIO21 (RATIO), FRP (PRESS),
FRP_DSD, GEAR, KNK_CNTR_CYL (1-6),
KNK_RATE_LRND, LOAD, LONGFT1,
LONGFT2, MAP(PRESS), NUM_MISFIRE,

OCTADJ R_LRND, O2S11_CUR,
 O2S21_CUR, RPM, RUNTM, SHRTFT1,
 SHRTFT2,
 TIP_PRS-BOOST, TQ_CNTRL, TR, VPWR,
 VREF, VSS. IF POSSIBLE A RECORDING
 CAN BE MADE TO MAKE MONITORING
 THESE VALUES EASIER. THERE ARE
 GOOD
 KNOWN REFERENCE VALUES LOCATED
 IN SECTION 6 OF THE PC/ED TO COMPARE
 TO.

FSE Comments

Robert, if you have any questions regarding this
 repair please call me at 727 643 9285. ---
 Updated By---CHALL48--11/20/2012 10:18:02
 AM--

Initial Contact Date	
Person Contacted	
Dealership visit planned?	N/A
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
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)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	1.5
Created by	RGRAY72
Created date	11/14/2012 07:59:20 AM EST
Last Revised by	CHALL48
Last revised date	11/20/2012 10:18:02 AM EST

This e-mail notification has been generated by: CHALL48
 Thank you..



MANUFACTURER RESPONSE FORM
Will participate - In Writing By Phone

Case Number: FRD1232133 / 1470372512

Customer Name: Robert Johnson c/o Krohn & Moss

State: Florida

VIN: 1FTFW1ET5CF [REDACTED]

Warranty Start Date: 2-16-2012

Vehicle year/model: 2012 F150

Current mileage: 13,900 miles

Purchased: New Used (mileage and date of purchase) Leased (Terms)

This claim is: IN BTB Warranty IN Diesel Warranty IN Powertrain Warranty
 Out of All Warranties

Extended Service Plan: NO YES

SETTLEMENT INFORMATION

What, if anything, was offered to the customer to settle this dispute?

No offers were made in this case

Please indicate the customer's response below:

The customer rejected the offer on: - -2012

The customer has not indicated a response to the offer.

The Agreement to Arbitrate (ATA) lists the following concern(s):

- Electrical/Exhaust System
- Engine/Electrical
- Engine
- Fuel and Exhaust System

MANUFACTURER'S POSITION:

It is apparent that our customer holds sincere concerns about the performance of the vehicle. However, mere dissatisfaction does not justify an award of a repurchase or replacement. The State's statutes, or the guidelines of the BBB Auto Line Program Summary, set the criteria for such a remedy.

The lemon law covers vehicle nonconformities. Nonconformity is defined as a defect or condition that *substantially* impairs the use, value or safety of a vehicle.

This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the vehicle by persons other than the manufacturer or its authorized service agent.

As noted in the attached FSE Vehicle Inspection Report, the fact that there is a lift kit and larger than stock tires on the vehicle may play into the customer's concerns with his 2012 F150 truck. Ford questions if any of the "repairs" for this issue should be accepted as being for warrantable "defects."

This would be especially true of fuel mileage concerns that are alluded to on the ATA but concretely listed in the repair orders. Ford would note that the very diffuse nature of the ATA makes it difficult to address them one by one, or in a systemic manner.

The concern of the truck hesitating and jerking on take-off or on speeding up was also addressed at the Field Service Engineer's inspection, and was obviously meant to be included in [REDACTED] ATA. This was addressed by the application of the attached TSB (Technical Service Bulletin), which is an update to the Service Manual for the vehicle. As Ford becomes aware of issues our engineers begin to research and find a solution. When it is complete, it is sent to the independently owned and operated dealer's as Ford's way of saying, "We have recognized this issue; here is how we want you to address it." The TSB is not the same as a recall, which would be sent out by Ford, or the National Highway Traffic and Safety Administration if this were a safety concern.

It is the manufacturer's opinion that the vehicle has not received a substantial number of repairs for a single non-conformity (Four required with the issue continuing to exist), nor has the unit been out of service for an extended amount of time (30 days required). It is the opinion of the Dealership, Field Service Engineer (FSE) and Ford Motor Company that the alleged nonconformities stated on the Agreement to Arbitrate have been properly diagnosed and are deemed to be a vehicle characteristic. The vehicle is considered to be to be within Ford specifications and operating within design intent.

Ford would direct the arbitrator's attention to the attached Standard Claims List, which are the repairs submitted for warranty reimbursement from the independently owned dealership to Ford Motor Company. This is a salient document because it lists work that was done for defect (possible nonconformity) or Ford directed work. Dealerships want to get paid for any work completed under warranty and this system tracks what they are paid. The other side of that is that, if a dealer is caught putting through claims that are not warrantable in nature, they could be charged back that amount, fined, audited, or have their very ability to receive parts affected. So, while every business wants to have as much in accounts receivable as possible, the repercussions of "padding" such claims are severe enough for the dealers not to do so. The combination makes this a very accurate accounting of what work was done to the vehicle for warrantable concerns.

According to the Standard Claims List there have been five total repairs visits under warranty, with, at the most, two for any given issue. There are 14 days out of service for the vehicle.

Ford would also question as to whether the vehicle has been substantially impaired in use, value or safety. Purchased on 2-16-2012, the vehicle accrued 13,900 miles in the 9 month period before the BBB case opened, on 11-13-2012. This figure translates out to 1,544 miles. When compared to the 1,000 miles per month considered to be the average use of a passenger vehicle in the U.S., according to the Environmental Protection Agency (EPA), Ford argues that the use of the vehicle has not been substantially affected. The issues are not considered to be safety concerns and the vehicle, like any other, is safest when driven by a knowledgeable, experienced driver that is aware of the vehicle. The issues have never rendered the vehicle unusable or left our customer, [REDACTED] stranded or unsafe.

The value of any vehicle, at any given time, is a value judgment by any given person. Ford feels that the substantial value of any vehicle can be found in the ability to transport people and goods. This vehicle, as shown by the use it has received, is capable of use. The fact that the vehicle has been used also points to the fact that there has not been a substantial safety issue, which normally lessens use, which would sustain the argument that there has not been a substantial impairment to the value of the vehicle.

The vehicle, in Ford's opinion, does not meet the "Hard" criteria in terms of the three bulleted points of the BBB Auto Line Program Summary guidelines or the statutes of the Florida Lemon Law. It is also felt that the "soft" criteria of value and substantial impairment also have not been met. For these reasons, the manufacturer is seeking a denial.

DOCUMENTATION PROVIDED

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: Standard Claims List, page 409-411 2012 F150 Owner's Manual

List amount of any over allowance /negative equity: Customer's SLA unreadable as received

To: Edith Newton
BBB AUTO LINE
Fax: 703-247-9700

Completed by: Bob Gray
Fax: 866-433-7972

Date: 11-21-2012



BBB AUTO LINE

December 26, 2012

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

Re: FRD1232133 [REDACTED] vs Ford Motor Corporation 1FTFW1ET5CF [REDACTED]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision and Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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



Denial Decision

Submitted Date: 12/22/12

FRD1232133

VIN: 1FTFW1ET5CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 11/30/12

Arbitrator: Matthew McCurdy, P.A.

Question 1

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

Denied

CASE: FRD1232133

Arbitrator: Matthew McCurdy, P.A.

Customer: [REDACTED]

Date: 12/22/12



Lemon Law Reasons for Decision

Submitted Date: 12/22/12

FRD1232133

VIN: 1FTFW1ET5CF [REDACTED]

Customer: [REDACTED] Hearing Date: 11/30/12

Arbitrator: Matthew McCurdy, P.A.

- Fact Sheet Section -

Fact Sheet Question 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. Electrical/exhaust system
2. Engine/electrical
3. Engine
4. Fuel and exhaust

b Exists Now? (Please Explain)

- 1 No. Ford has addressed and resolved these matters so that the vehicle is now working as designed. This viewpoint is backed by the independent vehicle inspection report which concludes the vehicle, "was operating as designed at the time of my testing aside from being altered with a front suspension lift and larger tires."

c Number of Repair Attempts

- 1 Five total - only two for any given issue.

d Number of Days Out of Service:

- 1 14.

- 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.

Since the agreement to arbitrate lists general concerns and lists the same general concerns multiple times it is difficult to determine precisely what the actual problem is. However, upon reviewing the submitted documents from both sides I conclude there is/was no defect in materials or workmanship to the vehicle.

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.

As mentioned in the previous section I did not determine any defect to have existed. Therefore, no problem or defect exists or has existed with regard to this vehicle that would meet the threshold necessary to be considered a substantial impairment of the use, value or safety of the 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?

14

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

No

- c Please explain how you reached this conclusion.

The lemon law required there be three repair attempts made for any given nonconformity. A mere visual inspection or computer diagnostic does not qualify as a repair attempt absent actual work done to or replacement of said nonconformity. Here, no single complaint meets that standard. Thus, the threshold level of three repair attempts for a nonconformity followed by a final repair attempt has not been met.

Further, the lemon law requires a vehicle be out of service 15 cumulative days. Again, in this case that standard has not been met.

- 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.

No.

As mentioned the owner in this case, [REDACTED] has a vehicle which does not meet either the days out of service or repair attempts requirements of the Florida lemon law. Therefore, though he gave his notice within the time and mileage requirements of the law he is not entitled to replacement or repurchase under the lemon law here in Florida.

Question 4

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

Denial.

In reviewing the dealer work orders the main complaint seemed to be about fuel economy - that this vehicle was not getting the miles per gallon the owner expected he would from this F-150. Fuel mileage is first more an estimate than an exact promise. Moreover, many factors (driving habits, acceleration patterns, weight towed, size of tires and more) can positively or negatively affect such fuel mileage.

In this case we have no evidence regarding [REDACTED] driving habits. Thus, we must look at other factors which might, in this case, cause poorer than expected fuel economy. There are two matters to consider. First, [REDACTED] had a front lift package installed on the truck. Second, he had after market tires installed which are larger than the manufacturer suggests be used on this vehicle. The independent service technician suggested in his report (#2) such tires register less revolutions per mile and, "they are registering less miles on the vehicle than the vehicle actually has as they are larger and this will obviously not only falsify the odometer reading, but the fuel mileage calculation." Thus, the owner's personal choice to install the larger tires is the very cause of the purported poorer mileage readings.

Ford also makes a salient point regarding the use and safety of this vehicle. [REDACTED] purchased the truck February 16, 2012. At the time of this case being opened on November 13, 2012, he had put 13,900 miles on the vehicle. That works out to over 1,500 miles per month or, to put it another

way, the mileage most manufactures allow on a HIGH mileage lease. Given, this truck was purchased. However, the mileage [REDACTED] had put on the vehicle argues against the truck presenting a safety issue. Obviously, it has not presented a use issue.

For the foregoing reasons I am awarding Ford a denial decision in this case.

Question 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.
- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.
- 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.

Question 6

The following materials and documents were submitted by the parties as part of this arbitration. Those marked with an asterisk ("*") were relied upon by the arbitrator(s) in making a decision in the case

- a Materials/Documents Submitted by Customer
Written documents as part of the package.
- b Materials/Documents Submitted by Manufacturer
Same.

Question 7

Please identify the mileage on the vehicle at the time of the hearing/inspection:
13,900

CASE: FRD1232133
Arbitrator: Matthew McCurdy, P.A.

Customer: [REDACTED]
Date: 12/22/12



9090 Adamo Drive
Tampa, FL 33619
(813) 246-3333

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* **SHOP SUPPLIES:** a small charge is included for supplies on your vehicle. These items are nuts, bolts, washers, aerosols, solvents, cleaning cloths, sealers, silicone treatment, etc.

\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 249 SCOTT A. PARKER		Tag: 0245	License: FL	1FTFW1ET5 CE	Page: 1	Invoice: W54150
Invoice To			Driver/Operator Information			
LITHIA, FL			LITHIA, FL			
Work: Home:			Work: Home: Company: SELF EMPLOYED			
For Office Use			Vehicle Information			
Odometer in: 5071 Out: 5073		Dist: 12A WAR 2 W I Quote		12 FORD F-150 CREW CAB BLACK		
Begin: 06/05/12 Done: 06/05/12			Invoiced: 06/05/12 19:52 JB		Inservice: 02/09/12 Production: 01/05/12	
Stock#: 000C2401						
Concern 01			CUSTOMER STATES THE TRUCK IS GETTING POOR FUEL MILEAGE AND AT TIMES SMOKE FROM EXHAUST		Operation Tech Units Amount	
Cause			VEH GETTING POOR MILEAGE AND SMOKE FROM EXHAUST		120210A 329 0.4 37.04	
Correction			REPROGRAM THE PCM PER TSB 12-2-10			
			CONCERN CD : D50 COND CODE : 04			
Type: W			FP- KRCALM		Subtotal	
Repair Type 01 Visit 1			ENTERED JUN 13 2012		LAB-MECHANICAL 37.04	
			Rev 6/13 Rev 6/14		TOTAL CHARGE FOR CONCERN 37.04	
Summary of Charges for Invoice W54150			Payment Distribution for Invoice W54150			
LAB-MECHANICAL 37.04		TOTAL CHARGE 37.04		FAC WARRANTY 37.04		
TOTAL CHARGE 37.04						
If y ALL AGAI MV-C			PARKER WHICHEVER OCCURS FIRST FROM FORD MOTOR COMPANY		Last Page	
1 Day out of Service						

PTS AND LABOR
N REPAIRS LISTED.

X

Repair Order Results

Repair Order 54150 - 2012 BLACK FORD F-150 CREW CAB

Tag Number: 0245

License Plate: FL

Service Advisor: SCOTT A. PARKER (813) 629-3614

Main Email Address: [REDACTED]

Alternate Email Address: Update

Item	Pay Type	Item Status	Concern	Correction
51	Warranty	Done	CUSTOMER STATES THE TRUCK IS GETTING POOR FUEL MILEAGE AND AT TIMES SMOKE FROM EXHAUST	REPROGRAM THE PCM PER TSB 12-2-10

Please visit our [web site](#).

Last updated at: 08/19/12, 03:28p

6/5/12



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MV-02488

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* **SHOP SUPPLIES:** a small charge is included for supplies on your vehicle. These items are nuts, bolts, washers, aerosprays, solvents, cleaning cloths, sealers, silicone treatment, etc.

\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 291 ROBERTO LOPEZ	Taq: 0551	License: FL	1.F11W1E15 CF	Page: 1	Invoice: W57860
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Invoice to: LITHIA, FL Work: Home:	Customer/Owner Information: LITHIA, FL Work: Home: Company: SELF EMPLOYED
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Odometer in: 7003	Out: 7009	Dist: 1FA WAR 2 W I	Quote	12 FORD F-150 CREW CAB BLACK
Begin: 07/13/12	Donu: 07/17/12	Invoiced: 07/17/12 15:26 JB	Inservice: 02/09/12	Production: 01/09/12

Concern	51	Operation	Tech Units	Amount
Concern	CUSTOMER STATES CHECK ENGINE LIGHT IS ON, WARNING LIGHT FLASHES AND SPITTERS, VEH HAD NO RESPONSE ON ACCEL, ADVISE AND BLOWS WHITE SMOKE THRU EXHAUST	9926A	329 0.5	46.30
Correction	THROTTLE BODY VOLTAGE ERRATIC	12650D	329 0.2	18.52
	51-1 EEC SYSTEM DIAGNOSIS - (QUICK TEST)	12650D45	329 0.3	27.78
	51-2 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST			
Parts	Part Number Qty Note Description	Qty	Sell	
	RMC 8L32 9E926 A NSTK THROTTLE BODY AND MO	1	143.88	143.88
	Parts: Count 1.00 Allowance: 126.81			
	CONCERN CD : E25 COND CODE : 42			
	PF- DL3Z9E926A			
	Repair type 01 Visit 1			
		ENTERED JUL 26 2012		
		Subtotal		
		PARTS		270.49
		LAB-MECHANICAL		92.60
		TOTAL CHARGE FOR CONCERN		363.09

Type	
PAR	3.49
LAB	2.60
TOT	3.09
NET	
If	

5 Days out of Service

(Handwritten circle with "D50" inside)

3.49	TOTAL CHARGE	363.09
2.60		
3.09	FAC WARRANTY	363.09

LOPEZ
RTS AND LABOR N REPAIRS LISTED.



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\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 249 SCOTT A. PARKER	Tag: 0160	License: FL	1FTFW1ET5 CF	Page: 1	Invoice: W58683
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Invoice to	Driver/Other Information
LITHIA, FL Work: Home:	LITHIA, FL Work: Home: Company: SELF EMPLOYED

For Office Use	Vehicle Information
Odometer in: 7127 Out: 7131 Begin: 07/23/12 Done: 07/24/12	12 FORD F-150 CREW CAB BLACK Inservice: 02/09/12 Production: 01/05/12
Dist: 1FA WAR W I Quote	Invoiced: 07/24/12 17:04 JB

Quote # 7127 Final Bill Reprinted 1 time

Concern 51	CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON AND IDLES ROUGH AND HESITATES ON TAKE OFF	Operation	Tech Units	Amount
Cause	VEH IDLES ROUGH	120604N	329 1.0	92.60
Correction	REPLACE THE LEFT CATALYTIC CONVERTOR, INSTAL. CAC AIR DEFLECTOR PLATE PER TSB 12-6-4			
Parts	Part Number PO# Note Description Qty Sell			
	SPO RTJZ 56212 E CONVERTER ASY 1 209.28 209.28			
	Parts: Count 1.00 Allowance: 104.17			
	CONCERN CD : D13 COND CODE : 42			
	FC- 61J25E212E			
	Repair Type 01 Visit 1			
ENTERED AUG 0		Subtotal		
Type: W				393.45
				92.60
				486.05

Summary of Charges for Invoice W58683	Payment Distribution for Invoice W58683
393.45	TOTAL CHARGE 486.05
92.60	REV. 811
486.05	FAC WARRANTY 486.05

2 Days out of Service

SCOTT A. PARKER
WARRANTY WHICHEVER OCCURS FIRST
ISSUED FROM FORD MOTOR COMPANY

Last Page

THE PARTS AND LABOR
ADDED ON REPAIRS LISTED.

X

FILE



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\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 219 SCOTT A. PARKER	Tag: 0320	License: FL	1FTFW1ET5CH	Page: 1	Invoice: W59451	
Invoice to			Driver/Owner Information			
LITHIA, FL			LITHIA, FL			
Work: Home:			Work: Home: Company: SELF EMPLOYED			
For Office Use			Vehicle Information			
Odometer in: 7474	Out: 7470	Dist: 1FA WAR W	Quote	12 FORD F-150 CREW CAB BLACK		
Begin: 07/31/12	Done: 07/31/12	Invoiced: 07/31/12 19:17 JB	Inservice: 02/09/12	Production: 01/05/12		
Quote after Final Bill			Reprinted 1 time			
Concern 51	USER SPO 12208032 CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON (SOP)			Operation	Tech Units	Amount
Cause	EGO SENSOR STICKING			12650D70T	329 0.3	27.78
Correction	CATALYST MONITOR SENSOR - REPLACE			12650D	329 0.2	18.52
51-1	REC SYSTEM DIAGNOSIS - (QUICK TRST)			Qty	Sell	
Parts	Part Number	PO#	Note	Description		
	SPO DB5Z 9G444 A			SENSOR - EXHAUST GAS	1	57.20 57.20
	Parts: Count	1.00	Allowance:	50.34		
			CONCERN CD : E29	COND CODE : 42		
	FP- RE529G444A					
	Line Auth:	07/31/12 14:27				
	Repair Type 01 Visit 1					
		PASS				
		P2272				
		PASS				
				ENTERED AUG 14 2012		
				Subtotal		
				PARTS		107.54
				LAB-MECHANICAL		46.30
				TOTAL CHARGE FOR CONCERN		153.84
Invoice W59451			Payment Distribution for Invoice W59451			
107.54			TOTAL CHARGE		153.84	
46.30			FAC WARRANTY		153.84	
153.84						

1 Day out of Service

OF THE PARTS AND LABOR ALL ADD ON REPAIRS LISTED.



Repair Order Results

Repair Order 59451 - 2012 BLACK FORD F-150 CREW CAB

Tag Number: 0320

License Plate: FL

Service Advisor: SCOTT A. PARKER (813) 629-3614

**Main Email
Address:** [REDACTED]

**Alternate Email
Address:**

Item	Pay Type	Item Status	Concern	Correction
51	Warranty	Done	USE SPO 12208032 CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON (SOP)	CATALYST MONITOR SENSOR - REPLACE

Please visit our [web site](#).

Last updated at: 08/19/12, 03:29p

7/31



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\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 249 SCOTT A. PARKER	Tag: 0665	License: FL	1FTEW1RT5C	Page: 1	Invoice: W61458
Invoice to:			Customer Name:		
LITHIA, FL			LITHIA, FL		
Work: Home:			Work: Home: Company: SELF EMPLOYED		
Odometer in: 8968 Out: 8968			Dist: 1FA WAR W I Quote		
12 FORD F-150 CREW CAB BLACK			Begin: 08/21/12 Done: 08/23/12 Invoiced: 08/23/12 16:21 JR		
Inservice: 02/09/12			Production: 01/05/12		
Concern 51	CUSTOMER STATES CHECK ENGINE LIGHT ON RUNNING ROUGH, SHAKES, LACKS POWER AND POOR FUEL MILEAGE		Operation	Tech Units	Amount
Cause	REPROGRAM PCM		NC	329 0.0	0.00
Correction	NO CHARGE				
Type: N	Repair Type 01 Visit 1		Subtotal		
			TOTAL CHARGE FOR CONCERN 0.00		
Summary of Charges for Invoice W61458			Payment Distribution for Invoice W61458		
TOTAL CHARGE 0.00			TAC WARRANTY 0.00		
			TOTAL CHARGE 0.00		

3 Days out of Service

SCOTT A. PARKER
WARRANTY WHICHEVER OCCURS FIRST
EXCEPT AS PROVIDED BY THE MOTOR COMPANY

Last Page

THE PARTS AND LABOR
ADD ON REPAIRS LISTED.

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\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 249 SCOTT A. PARKER	Tag: 0348	License: FL	1FTFW1ET5 CF	Page: 1	Invoice: W68889	
Invoice to			Driver/Owner Information			
LITHIA, FL			LITHIA, FL			
Work: Home:			Work: Home: Company: SELF EMPLOYED			
For Office Use			Vehicle Information			
Odometer in: 13912	Out: 13929	Dist: 1FA WAR W I	Quote	12 FORD F-150 CREW CAB BLACK		
Begin: 11/05/12	Done: 11/07/12	Invoiced: 11/08/12 10:41 SP	Inservice: 02/09/12	Production: 01/05/12		
Quote after Final Bill			Reprinted 2 times			
Concern 51	CUSTOMER STATES THE TRUCK HESITATES AND JERKS ON TAKE OFF OR SPEED UP ALSO POOR FUEL MILEAGE 15 TO 16 ON HWY			Operation	Tach Units	Amount
Cause	FSE, CHRIS HALL ROAD TESTED VEHICLE FROM 10 MILES. AFTER RUNNING A KOEO TEST, KEOR TEST, AND CHECKING FOR CONTINUOUS CODES, AND RECEIVING PASS CODES ON			MT121019A	329 0.8	74.08
Correction	ALL 3 TESTS WAS UNABLE TO VERIFY ANY DRIVABILITY COMPLAINT, THE FSE ALSO CHECK MODE 6 DATA FOR MISFIRE INFORMATION AND FOUND NONE, BASED ON THE PAST REPAIRS THE FSE DIRECTED THE DEALER TECH TO INSTALL THE UPDATED CAC (CHARGE AIR COOLER) AS OUTLINED IN TSB 12-10-19 AND THE DEFLECTOR PLATE AS THE FCM					
Tech Notes	ARE ALREADY UPDATED UP TO DATE AND THE CATALYTIC HAS ALREADY BEEN REPLACED ON PREVIOUS REPAIR. SEE RO FOR MORE NOTES FROM THE FSE, CHRIS HALL.					
Parts	Part Number	Pos	Note	Description	Qty	Sell
	SMC BL3Z 6K775 B		PART I	INTERCOOLER	1	133.94 133.94
	SMC CL3Z 19E672 A			DEFLECTOR - AIR	1	7.17 7.17
	SMC W711201 S300			PIN - TRIM	2	0.50 1.00
	Parts: Count 4.00	Allowance:	125.06			
		CONCERN CD : D22	COND CODE : 00			
	FP- BL3Z6K775B					
	Repair Type 01 Visit 1					
Type: W						
					Subtotal	
				PARTS		267.17
				LAB-MECHANICAL		74.08
				TOTAL CHARGE FOR CONCERN		341.25

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE INCLUDING ALL ADD ON REPAIRS LISTED.

X

SERVICE INVOICE



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MV-02488

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\$20.00 FOR DAILY STORAGE BEYOND 3 DAYS

Adv: 249 SCOTT A. PARKER	Tag: 0340	License: FL	1FTFW1ET5 CF	Page: 2	Invoice: W68889
Invoice to:			Driver/Owner:		
Invoiced: 11/08/12 10:41:52 SP			12 FORD F-150 CREW CAB BLACK		
Summary of Charges for Invoice W68889			Payment Distribution for Invoice W68889		
PARTS	267.17	TOTAL CHARGE	341.25		
LAB-MECHANICAL	74.08	EAC WARRANTY	341.25		
TOTAL CHARGE	341.25				
<p>If you have any questions - please see SCOTT A. PARKER ALL PARTS CARRY A 12 MONTH/12000 MILE WARRANTY WHICHEVER OCCURS FIRST AGAINST MFG DEFECTS FROM DATE OF INSTALLATION FROM FORD MOTOR COMPANY MV-02488</p>					

Last Page

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE INCLUDING ALL ADD ON REPAIRS LISTED.

X

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

Attachments: 0

Report# :	CHVET003 NHL	Received:	08/22/2012
CCRG/EPRC:		Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET5CF	Build Date:	01/05/2012
Odometer :	8,948 M	Engine:	3.5L- GTDI
Transmission:	6R80E	Axle:	
Dealer:	USA 04963 Brandon Ford	A/C:	YES
City:	Tampa	State:	Florida
Originator:	JUAN SORRELL	Phone#:	(813) 246- 3673
Symptom:	5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	P0305, P0306		
Fix:	Causal Component :		
Condition Code:			

Hotliner: AHEBERT8

Phone: 313 317-9379

Regn Cd: S3 Orlando

Engineering:

Phone:

TAR:

Dir Contact: JUAN SORRELL

Phone: 000 000-0000

Title Cde: T

PE13-018 000783LC

KOEO: P0305 P0306

KOEC:

KOER:

Comments:

REPAIR 08/22/2012 01:39PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:ENGINE LIGHT ON RUNS ROUGH DIAGNOSTICS:
POWER BALANCE INJECTOR FLOW EEC TESTS PARTS REPLACED:NONE TECH
QUESTION:ON PREVIOUS VISIT WE REPROGRAMED PCM BUT IDS WAS AT 79-01
TODAY WE REPROGRAMED AT 80 TRUCK RUNS GOOD SHOULD WE LOOK FOR ANY
OTHER CAUSE

RECOMM 08/22/2012 01:39PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE
JUAN, WE HAVE SEEN PAST INSTANCES OF THE CHARGE AIR COOLER DEVELOP
CONDENSATION ON A LONG EXTENDED DRIVE, ESPECIALLY IN HOT OR HUMID
ENVIRONMENTS. IF THE MISFIRE CANNOT BE DUPLICATED, SUSPECT THAT
THIS MAY BE THE CASE, INPSECT THE CHARGE AIR COOLER FOR EVIDENCE OF
MOISTURE. INPSECT THE THROTTLE PLATE FOR WATER SPOTS. IF THE
MISFIRE CAN BE DUPLICATED, RECOMMEND TO MONITOR THE FOLLOWING PID`S
APP(%), BARO(PRESS), CHT(TEMP), CYL_(1-6)_ACCL, EQ_RAT11 (RATIO),
EQ_RATIO21 (RATIO), FRP (PRESS), FRP_DSD, GEAR, KNK_CNTR_CYL (1-6),
KNK_RATE_LRND, LOAD, LONGFT1, LONGFT2, MAP(PRESS), NUM_MISFIRE,
OCTADJ_R_LRND, O2S11_CUR, O2S21_CUR, RPM, RUNTM, SHRTFT1, SHRTFT2,
TIP_PRS-BOOST, TQ_CNTRL, TR, VPWR, VREF, VSS. IF POSSIBLE A RECORDING
CAN BE MADE TO MAKE MONITORING THESE VALUES EASIER. THERE ARE GOOD
KNOWN REFERENCE VALUES LOCATED IN SECTION 6 OF THE PC/ED TO COMPARE
TO.

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Download Options

Add Comments

Previous

Next

Save

Mail Report

Requester: LBINGHAM

Report Summary

Ford Proprietary, Private

23-Oct-2012

Retention: None

PE13-018 000784LC

Server: FCWS686

PE13-018 000785LC

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 Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20090700
Status	Closed
Currently assigned to	CHALL48
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Tanya Roquemore
Primary contact's phone number	313.845.5539
Primary contact's email address	troquemo@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	BRANDON FORD
P&A Code	04963
Facing Region (SDR separate from Contact Regions)	S3 - ORLANDO
Geographic Region (SDR combined with Contact Region)	S3 - ORLANDO
FCSD Sales Zone	A05
FCSD Technical Zone	T08
VIN	1FTFW1ET5CF [REDACTED]
Vehicle year/model	2012 F-150
Vehicle mileage	8,948

Repair Order (R.O) #	
Customer Name	
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE assistance needed for final repair attempt. Customer complaints are CHECK ENGINE LIGHT (NO ACCEL RESPONSE/BLOWS WHITE SMOKE, IDLES ROUGH & HESITATES ON ACCEL). Must be completed by 11/1/12. Contact Tanya Roquemore at 313.845.5539 troquemo@ford.com ---Updated By--- MCOLFESC--10/23/2012 00:29:30 PM--
GCQIS Comments	
FSE Comments	Tanya, I asked the sm to emergency oder the new CAC for this vehicle and once he has the part I will give you some FRA dates. ---Updated By---CHALL48--10/26/2012 08:54:18 AM-- Spoke with Tanya and gave date of 11/5 for FRA. ---Updated By---CHALL48--10/30/2012 08:55:31 AM--
Initial Contact Date	
Person Contacted	
Dealership visit planned?	N/A
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
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)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	11.0
Created by	MCOLFESC
Created date	10/23/2012 00:29:30 PM EST
Last Revised by	CHALL48
Last revised date	11/20/2012 01:50:31 PM EST

This e-mail notification has been generated by: CHALL48
Thank you..

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]
 Name: [REDACTED] Owner Status: Original WSD: 2012-02-16
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
 Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone:
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
 Dealer: 01741 LAKELAND FORD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 13900 MI Comm Type: MAIL
 Analyst Name: HERRERA, JUAN Analyst: J-HERRE3
 Action Date: 11/09/2012 Action Time: 16.05.10.263 Action Data: No

Comments NEW CASE: FRD1232133. REPRESENTED BY BRENT WIKGREN OF KROHN & MOSS, LTD - FLORIDA ONLY. PROBLEMS: ELECTRICAL/EXHAUST SYSTEM,ENGINE/ELECTRICAL,ENGINE,FUEL AND EXHAUST SYSTEM.

Action: OPEN - CABBB CASE ELIGIBLE
 Dealer: 01741 LAKELAND FORD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 13900 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
 Action Date: 11/13/2012 Action Time: 11.05.14.970 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
 Dealer: 01741 LAKELAND FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 13900 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 11/14/2012 Action Time: 08.26.35.640 Action Data: No

Comments NEW BBB CASE OPEN---INITIAL REPORT REQUEST SENT TO SM AT LAKELAND FORD, WHOM CUSTOMER STATED WAS PRIMARY SERVICING DEALER AND SM AT BRANDON FORD WHERE ALMOST ALL WARRANTY WORK WAS ACTUALLY PERFORMED---TFOAM OPENED FOR REPORT OF ANY FSE CONTACT

Action: COMPANY REPORT SUBMITTED
 Dealer: 01741 LAKELAND FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 13900 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 11/21/2012 Action Time: 15.31.48.917 Action Data: Yes

Comments MANUFACTURER'S RESPONSE FORM (MRF) SENT TO BBB MAIN FAX

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	NO

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01741 LAKELAND FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13900 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 11/27/2012 **Action Time:** 16.05.08.901 **Action Data:** No

Comments HEARING SCHEDULED ON 11/30/12 AT NO INSPECT

Action: ARBITRATION DECISION-DENIAL
Dealer: 01741 LAKELAND FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13900 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/26/2012 **Action Time:** 16.05.14.446 **Action Data:** No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 01741 LAKELAND FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 13900 MI **Comm Type:** OTHER
Analyst Name: GRAY, ROBERT **Analyst:** RGRAY72
Action Date: 12/31/2012 **Action Time:** 08.05.16.827 **Action Data:** Yes

Comments BBB CASE ARBITRATED TO A DENIAL DECISION

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	MCCURDY, MATTHEW
DENIAL DECISION (Y=YES, N=NO)	Y
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: ASSUMED REJECTION OF DECISION
Dealer: 01741 LAKELAND FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13900 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 01/09/2013 **Action Time:** 16.05.11.290 **Action Data:** Yes

Comments DATE OF REJECTION 01/09/13 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	01/09/13
	Y

Ford Confidential

Fuel Econ.

Instant MPG

68 mi to E

30

13.6 AVG MPG



0



Hold OK to Reset

013912.7 mi

P R N D M 2 1

MFD. BY FORD MOTOR CO.

DATE: 01/12 GVWR: 3266 KG (7200 LB)
 FRONT GAWR: 1769 KG (3900 LB) REAR GAWR: 1837 KG (4050 LB)
 WITH P275/55R20 111S TIRES P275/55R20 111S WITH TIRES
 20x8.5J RIMS 20x8.5J RIMS
 AT 240 kPa/ 35 PSI COLD AT 240 kPa/ 35 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE

VIN: 1FTFW1ET5CF [REDACTED]
 TYPE: Truck

F0186
 T0040



EXT PNT: LH (RC 24) (USO)
 WB INT TR TP/PS R AXLE TR SPR CF613
 145 98 N L9 6 VVGG COA
 2201201053431 UTC 5U5A-1520472-BA

TIRE AND LOADING INFORMATION

SEATING CAPACITY TOTAL : 5 FRONT: 2 REAR: 3

The combined weight of occupants and cargo should never exceed : **493 kg or 1089 lbs.**

5U5A-1532-AA (TLU)

TIRE	SIZE	COLD TIRE PRESSURE	SEE OWNERS MANUAL FOR ADDITIONAL INFORMATION
FRONT	P275/55R20 111S	240 KPA, 35 PSI	
REAR	P275/55R20 111S	240 KPA, 35 PSI	
SPARE	L275/65R18C 113/110S	345 KPA, 50 PSI	

1FTFW1ET5CF [REDACTED]





PE13-018 000794LC

Aftermarket lift block





PE13-018 000796LC



PE13-018 000797LC



TN

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

DAVID SWEENEY, ESQ.
LICENSED IN TENNESSEE
EXTENSION: 1055
E-MAIL: DSWEENEY@LEMONLAWINFO.COM

P.O. Box 341698
Bartlett, TN 38184

CORPORATE OFFICE:
2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

January 29, 2013

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: [REDACTED]
Vehicle: 2012 Ford F-150
VIN: 1FTFW1ETXCF [REDACTED]
Date of purchase: 07/28/12
Our File No.: TN13-10102

OGC LIT 2013FEB5 PM5:57

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Poor acceleration.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, 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.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us 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 client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands 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.

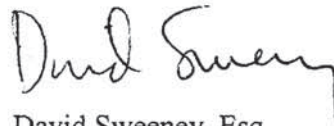
If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this 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 OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests 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.

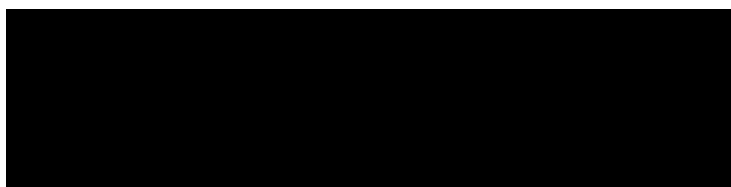
Sincerely,

A handwritten signature in cursive script that reads "David Sweeney". The signature is written in black ink and is positioned above the printed name.

David Sweeney, Esq.
Attorney at Law

CC:





JUN 22 2012

CAUSE NUMBER: 13386

IN THE DISTRICT COURT
BREE ALLEN
Clerk, Newton Co

V.

____ JUDICIAL DISTRICT

FORD MOTOR COMPANY

NEWTON COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

_____, Plaintiff, complains of **FORD MOTOR COMPANY**, Defendant, and files this his Original Petition.

DISCOVERY CONTROL PLAN

1. Pursuant to the Texas Rules of Civil Procedure, Plaintiff gives notice that he intends to pursue a discovery control plan pursuant to Rule 190.3 (Level 2).

PARTIES

2. Plaintiff resides in Call, Texas.
3. Defendant **FORD MOTOR COMPANY** is a corporation authorized to conduct business in the State of Texas and may be served through its registered agent, C T Corporation System, at 350 N. St. Paul Street, Dallas, Texas 75201.

VENUE AND JURISDICTION

4. Venue is proper in Newton County, Texas because Plaintiff resided in Newton County at the time the cause of action for breach of warranty accrued.
5. Jurisdiction is proper as the amount prayed for is within the jurisdictional limits of this Honorable Court.

STATEMENT OF FACTS

6. On August 11, 2012, Plaintiff purchased 2011 Ford F-150, VIN: 1FTFW1CT3BF [REDACTED] (the Vehicle) for approximately \$38,000.

7. Plaintiff has had numerous problems with the Vehicle. Since purchase, the Vehicle has encountered an excessive number of defects, including but not limited to the check engine light, low power, stuttering, missing, electrical system, and poor fuel economy. The Vehicle has been in the shop at least 3 times and spent an excessive number of days in the shop. The Vehicle still has problems.

CAUSES OF ACTION

Texas Deceptive Trade Practices-Consumer Protection Act (“DTPA”)

8. Plaintiff is a “consumer” as defined in the DTPA.

9. Defendant violated the following provisions of the DTPA:

(1) §17.50(1): the use or employment of a false, misleading, or deceptive acts or practices as defined in §17.46(b)(5), §17.46(b)(7), §17.46(b)(12), §17.46(b)(20), and §17.46(b)(24) of the DTPA that were detrimentally relied upon by Plaintiff;

(2) §17.50(2): breach of express warranty, as defined in §2.313 of the Tex Bus and Com Code;

(3) §17.50(2): breach of the implied warranty to perform repairs in a good and workmanlike manner, as set forth in *Melody Home Mfg. Co. v. Barnes*, 741 S.W.2d 349, 354 (Tex. 1987);

(4) §17.50(2): breach of the implied warranty of merchantability as defined in §2.314 of the Texas Business and Commerce Code;

(5) §17.50(3): an unconscionable action or course of action as defined by §17.45(5).

10. The limited remedies in the manufacturer's warranties failed of its essential purpose and deprived Plaintiff of the substantial value of the bargain because Defendant did not correct the defects within a reasonable time. TEX. BUS. AND COM. CODE § 2.719. Additionally, the exclusion of consequential damages is unconscionable.

11. Plaintiff further contends that Defendant's violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA.

12. This conduct was a producing and/or proximate cause of actual damages to Plaintiff, as set forth below.

DAMAGES

13. As a result of Defendant's conduct, Plaintiff has suffered actual damages, including direct, consequential and incidental damages in an amount within the jurisdictional limits of this Court. Such damages include, but are not limited to:

- (1) diminished value of the vehicle (the difference at the time and place of acceptance between the value of the vehicle as accepted and the value it would have had if it had been as warranted or represented);
- (2) loss of use;
- (3) cost of repair;
- (4) loss of income and profits;
- (5) out of pocket expenses.

14. Because the conduct of Defendant was done knowingly and intentionally, Plaintiff is entitled to additional damages for a knowing and/or intentional violation of the DTPA pursuant to §17.50(b)(1), in an appropriate amount to be determined by the jury.

ATTORNEY'S FEES

15. Plaintiff seeks all reasonable and necessary attorneys' fees in this case, which include the following:

- a. preparation and trial of this lawsuit;
- b. post-trial, pre-appeal legal services;
- c. an appeal to the Court of Appeals;
- d. making or responding to an application for writ of error to the Supreme Court of Texas;
- e. an appeal to the Supreme Court of Texas in the event application for writ of error is granted; and
- f. post-judgment discovery and collection in the event execution on the judgment is necessary.

CONDITIONS PRECEDENT

16. All notices and other conditions precedent to Plaintiff's right to recover herein have been performed or have occurred.

REQUEST FOR DISCLOSURE

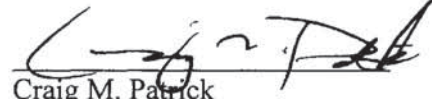
17. Pursuant to Texas Rule of Civil Procedure 194, Defendant is requested to disclose the information or material described in Rule 194.2.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendant be cited to appear and answer herein, and that upon final trial, he recover his actual damages, additional statutory damages, exemplary damages, attorney's fees, costs of court, pre-judgment and post-judgment interest at the highest legal rates, and such other and further relief, both general and special, at law or in equity, to which he may be justly entitled.

RESPECTFULLY SUBMITTED:

PATRICK LAW FIRM, P.C.

By:



Craig M. Patrick
State Bar No. 00792743

3333 Lee Parkway, Suite 600
Dallas, Texas 75219
Phone: (214) 665-9510
Fax: (214) 665-9511

ATTORNEY FOR PLAINTIFF



All Action Details for Issue

[Print](#)

VIN: 1FTEFW1CT3BF [REDACTED] Year: 2011 Model: Case: 1556932591
Name: [REDACTED] Owner Status: Original WSD: 2011-08-11
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone:
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 05/30/2012

Action: TIER ONE OPEN ISSUE
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CRC TIER ONE - FLEET
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: MARBLE, EARL Analyst: EMARBLE4
Action Date: 05/29/2012 Action Time: 13.23.06.801 Action Data: No

Comments -1FTFW1CT3BF [REDACTED] LTV 88-11 F150-33000M-DLRSH HAS ADVISED DLRSH CAN NOT CHANGE ANYTHING ON THE VEH AS OF YET-CUST SAYS VEH GOES INTO LIMP MODE AFTER TOWING HIS BOAT FOR 6 MILES-CUST HAS HAD MULTIPLE ISSUES WITH THE VEH-VEH IS AT THE DLRSH-DLRSH UNABLE TO FIX THE VEH-DLRSH INFORMED CUST THEY ARE WAITING -ON INFORMATION FORM MC ABOUT THE REPAIR-CUST WANTS VEH FIXED-CUST WANTS LOANER ASSISTANCE-CUST NOT HAPPY ABOUT THIS ISSUE AT ALL-KINSEL FORD-3355 EASTEX FREEWAY-BEAUMONT, TX 77706-TEL:(409) 899-4000**** OBC TO DLR-TALKED TO THERSEA S/A FMC IS AWARE OF THE ISSUES OF THE WRENCH LIGHT COMES ON AND IS WAITING ON 22225 SPECIALS SERVICE MESSAGE-FMC IS AWARE OF THE ISSUE BUT DONT DO ANYTHING TO THE VEH AS OF YET-DLRSH HAS NO RENTAL ASSITANCE OR LOANERS-ADVISED CUST-OF FMC POLICY ON LOANERS AND RENTALS-"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 05/30/2012 Action Time: 16.09.12.179 Action Data: No

Comments CSM SARA EX:77809 : LTV:88 | WSD: 08/11/2011 | MILES:33,000 | ESP:NONE LISTED | OBC TO DLR -S/M GARY ADVISED CUST HAS BEEN IN TWICE ONCE IN APRIL AND THIS VISIT |DEALER DOES NOT KNOW WHAT SIZE BOAT CUST HAS BUT CUST ADVISED DEALER HE PULLS TRAILOR BEHIND VEH EVERYDAY AND NEEDS VEH COMPAREABLE TO WHAT HE HAS IF DEALER IS GOING TO KEEP VEH FOR ANY LENGTH OF TIME |CUST IS PICKING TRUCK UP NOW| ADVISED S/A THAT BOAT IS A 14FT ALUMINUM BOAT AND ON THE WEEKENDS CUST HAULS FLAT TRAILOR WITH LAWN EQUIPMENT |

Action: CCS SUPERVISOR ESCALATION
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 05/30/2012 Action Time: 16.53.51.627 Action Data: Yes

Comments CSM SARA EX:77809 | OBC TO CUST @ [REDACTED] | CUST ADVISED HE DOES NOT HABA A BOAT AND IS UPSET THAT THEY WROTE THAT BECAUSE HE WAS VERY SPECIFIC WHEN HE EXPLAINED THAT HE HAD A SMALL LOW BOY TRAILOR THAT HE PULLED LAWN EQUIPMENT WITH EVERY WEEKEND AND THAT IS WHY HE PURCHASED THE VEHICLE|CUST ADVISED VEH WENT INTO LIMP MODE AND HE COULD NOT GO OVER 25 MPH AND IT IS A SAFTEY CONCERN | CSM APOLAGISED TO CUST ADVISED I HAVE SPOKEN WITH DEALER AND MY TECH SME | ADVISED CUST THAT ENGINEERING IS WORKING TO RELEASE A FIX FOR THIS CONCERN AND THAT IS SLATED TO BE RELEASED IN THE 2ND QRTR | CUST ADVISED HE IS NOT HAPPY WITH THIS AND WANTS TO KNOW WHAT FORD IS GOING TO DO WITH THE VEHICLE THEY SOLD HIM FOR PULLING A TRAILOR THAT HE CANT PULL A TRAILOR WITH | CSM APOLAGISED ADVISED CUST THAT CONCERN WITH VEH WAS NOT

DETRIMENTAL AND IF CUST WOULD LIKE CSM WILL PERSONALLY CALL CUST TO ADVISE WHEN UPDATE COMES OUT | CUST ADVISED HE WANTS SUP | CSM ADVISED THERE WILL NOT BE A DIFFERENT RESOLUTION AS FIX IS NOT YET AVAIL| CUST ADVISED HE FINDS IT HARD TO BELIEVE THAT REGIONAL CSM IS FINAL SAY UNLESS HE TAKES HIS CONCERNS TO COURT| CSM ADVISED THAT IS CUST RIGHT AS A CONSUMER BUT IF HE WOULD LIKE TO SPEAK WITH SUP I WILL ARRANGE FOR SUP TO CALL HIM BEFORE E.O. THURSDAY| CUST ADVISED HE WILL BE WAITING AND DISCONNECTED|

Data Element Name	Data Value
----- SUPERVISOR'S CDSID: SUPERVISOR'S NAME:	----- LWELCH14 WELCH,LEAH

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN
Odometer: 33000 MI
Analyst Name: HERRERA, MARK
Action Date: 05/31/2012

Comm Type: PHONE
Analyst: MHERRE47
Action Time: 16.15.56.667 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments 06-04-2012

Data Element Name	Data Value
----- DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM):	----- 06-04-2012 20:00

Action: CCS SUPERVISOR ESCALATION
Dealer: 04413 KINSEL FORD LINCOLN
Odometer: 33000 MI
Analyst Name: HERRERA, MARK
Action Date: 05/31/2012

Comm Type: PHONE
Analyst: MHERRE47
Action Time: 16.20.26.870 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments <CSM MARK -EXT #77806>OBC TO CUST @ [REDACTED] | THE CUSTOMER IS COMPLETELY UNSATISFIED WITH THE RESOLUTION THAT THE THE VEHICLE IS DOES NOT HAVE A FIX ON THE VEHICLE | THE CUSTOMER STATES THAT HE CANNOT USE HIS VEHICLE FOR THE INTENDED PURPOSES OF PULLING A TRAILER | THE CUSTOMER ADVISED THAT HE PURCHASED THE VEHICLE TO PULL THE TRAILER AND THAT IF THE VEHICLE IS IN LIMP MODE HE CANNOT DO SO | THE CUSTOMER WANTS FORD TO REPURCHASE THE VEHICLE ADVISED THE CUSTOMER THAT WE WILL NOT BE ABLE TO MEET HIS REQUEST | ADVISED THE CUSTOMER THAT OUR COMMITMENT TO HIM IS THE NVLW AND THE NVLW IS TO REPAIR THE VEHICLE WHEN THERE IS A RECOMMENDED REPAIR| ADVISED THE CUSTOMER THAT FMC DOES NOT DISCOUNT THE CONCERN ON THE VEHICLE AND THAT I UNDERSTAND HOW FRUSTRATED HE MUST FEEL WITH THE SITUATION | ADVISED THE CUSTOMER THAT I WILL LIKE TO OFFER THE CUSTOMER AN PREM CARE ESP THE CUSTOMER ACCEPTED BUT CONTINUED TO ASKED FOR MY SUPERVISOR | ADVISED THE CUSTOMER THAT THE RESOLUTION WILL NOT CHANGE BUT THE CUSTOMER WAS ADAMANT TO SPEAK TO A SUPERVISOR | THE CUSTOMER ADVISED THAT HE WILL CONTINUE TO ASK FOR A SUPERVISOR UNTIL HE GETS THE RESOLUTION HE DESIRES | | ADVISED THE CUSTOMER THAT ONE WILL CALL HIM WITHIN 2 DAYS |

Data Element Name	Data Value
----- SUPERVISOR'S CDSID: SUPERVISOR'S NAME:	----- LWELCH14 WELCH,LEAH

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)
Dealer: 04413 KINSEL FORD LINCOLN
Odometer: 33000 MI
Analyst Name: WELCH,LEAH
Action Date: 06/01/2012

Comm Type: PHONE
Analyst: LWELCH14
Action Time: 15.12.20.215 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments COM LEAH - OBC TO CUST @ [REDACTED] VM ADV RETURNING HIS CALL ASKING TO SPEAK TO A MGR. WILL ATTEMPT TO REACH HIM AGAIN 06/04/12

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: WELCH,LEAH Analyst: LWELCH14
Action Date: 06/04/2012 Action Time: 16.36.22.811 Action Data: No

Comments COM LEAH - OBC TO CUST @ [REDACTED] ADV RETURNING HIS CALL ASKING TO SPEAK WITH A MGR. | HE DOESN'T ACCEPT THAT WE WILL NOT GIVE HIM A DIFFERENT VEH TO DRIVE UNTIL A MODIFICATION COMES OUT FOR HIS VEH. | APOLOGIZED AND EXPLAINED THAT IT IS MY UNDERSTANDING THAT HIS VEH IS OPERATING AS DESIGNED AND IF THERE IS A RELEASE TO CHANGE THE PERFORMANCE OF HIS VEH THEN THE DLR WOULD BE ABLE TO PERFORM IT AT THE TIME OF RELEASE. AT THIS TIME HIS VEH IS OPERATING AS DESIGNED. | HE REFUSES TO ACCEPT THIS ANSWER. WANTS ME TO CALL HIM TOMORROW AND HUNG UP.

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: HERRERA, MARK Analyst: MHERRE47
Action Date: 06/04/2012 Action Time: 16.43.16.420 Action Data: Yes

Comments 06-07-2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-07-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: ALLIANCE TEAM
Odometer: 33000 MI Comm Type: OUTBOUND CALL TO CUSTOMER
Analyst Name: ROWLAND, TODD Analyst: TROWLAN4
Action Date: 06/05/2012 Action Time: 12.28.27.970 Action Data: No

Comments COM TODD OBC TO CUSTOMER AS A FOLLOW UP TO THE CALL MADE BY COM LEAH. CUSTOMER STARTED CONVERSATION BY STATING THAT HE WOULD BE RECORDING THE CALL. I ADVISED THAT AS LONG AS HE'S IN COMPLIANCE WITH HIS STATE'S LAWS THEN I WAS OK WITH HIS RECORDING. I EXPLAINED TO THE CUSTOMER MY UNDERSTANDING OF THE SITUATION AND ASKED FOR HIM TO LET ME KNOW IF THERE WERE ANY DETAILS THAT I MISSED. WE WERE BOTH ON THE SAME PAGE. I APOLOGIZED FOR THE ISSUES HE WAS HAVING AND EXPLAINED THAT THE PROPOSED FIX FOR HIS VEHICLE WOULD BE AVAILABLE SOME TIME Q2 (THIS COULD BE ANY TIME WITHIN THE NEXT 4 WEEKS OR SO). I ADVISED THE CUSTOMER THAT ALL PARTIES INVOLVED, CSM, SUPERVISOR, DEALER, COM HAD UTILIZED ALL RESOURCES AT THEIR DISPOSAL TO ADDRESS HIS CONCERNS BUT THERE WAS NO IMMEDIATE SOLUTION FOR HIS CONCERN. CUSTOMER IS UPSET ABOUT NOT HAVING TOWING USE OF HIS VEHICLE AND REQUESTED THAT WE PUT HIM INTO A LOANER. CUSTOMER INQUIRED ABOUT A HYPOTHETICAL SCENARIO WHERE A LOANER WOULD BE ISSUED AND WE DISCUSSED THAT A LOANER MAY BE AN OPTION IF A VEHICLE WAS COMPLETELY OUT OF COMMISSION-HIS WAS NOT. I ASKED ABOUT HIS ACCEPTANCE OF PREMIUMCARE ESP AS OFFERED BY PREVIOUS CSM AND HE SAID HE UNDERSTOOD THAT IT WAS ALREADY BEING ADDED TO THE VEHICLE. I CONFIRMED WITH CUSTOMER THAT WE WILL ADD THE ESP. CUSTOMER ASKED A NUMBER OF TIMES WHAT FORD'S STANDPOINT ON HIM NOT BEING ABLE TO USE HIS VEHICLE AS INTENDED WAS AND I APOLOGIZED AND EMPATHIZED BUT KEPT GOING BACK TO THE FACT THAT WE EXPECT A FORTHCOMING TSB TO ADDRESS. CUSTOMER ASKED "WHAT IF I STILL HAVE ISSUES" AND I REPLIED THAT IT'S TOO SPECULATIVE TO CROSS THAT BRIDGE BEFORE COMING TO IT..WE CAN'T PUT THE CART IN FRONT OF THE HORSE. AT THIS POINT, THE CUSTOMER MAY PURSUE OTHER RECOURSE, BUT I ADVISED THAT WE WOULD BE IN TOUCH WHEN THE TSB WAS RELEASED.

Action: CREATE FOLLOW UP
 Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 33000 MI Comm Type: PHONE
 Analyst Name: INMON, SARA Analyst: SINMON
 Action Date: 06/07/2012 Action Time: 13.29.55.193 Action Data: Yes

Comments SETTING F/U TO ALLOW ESP TO APPEAR IN OASIS

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-14-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 33000 MI Comm Type: PHONE
 Analyst Name: INMON, SARA Analyst: SINMON
 Action Date: 06/12/2012 Action Time: 15.47.54.927 Action Data: No

Comments CSM SARA EX:77809 | OBC TO DLR-S/M GARY ON VACATION | CSM SPOKE WITH S/A TERESA [CSM ADVISED S/A OF TSB BEING RELEASED FOR CUST CONCERNS AND PARTS ON B/O| ADVISED S/A OF PART NUMBERS AND SUGGESTED S/A ORDER THEM NOW SO WE CAN GET CUST IN SOON TO HAVE REPAIRS MADE| S/A WILL EMAIL CSM FCSD NUMBER AND COR NUMBER ONCE PARTS HAVE BEEN ORDERED

Action: PARTS ESCALATION
 Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 33000 MI Comm Type: PHONE
 Analyst Name: INMON, SARA Analyst: SINMON
 Action Date: 06/12/2012 Action Time: 16.40.38.821 Action Data: Yes

Comments ISSUEING PART ESCALATION FOR TSB 12-6-4

Data Element Name	Data Value
PARTS DISTRIBUTION ETRACKER #:	11254060
PART NUMBER:	CL3Z-19E672-A
PART DESCRIPTION:	DEFLECTOR PLATE
CRS ESCALATION? (Y/N):	YES
WHY DELAYED?:	D70 BACK ORDER
IS CUSTOMER IN RENTAL VEHICLE? (Y/N):	NO

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 33000 MI Comm Type: PHONE
 Analyst Name: INMON, SARA Analyst: SINMON
 Action Date: 06/13/2012 Action Time: 08.43.45.066 Action Data: No

Comments THIS IS ESTIMATED TO BE IN STOCK TO FILL THIS ORDER BY LATE IN THE WEEK, WK 6-18. (SDIMITRI)
 (13-JUN-2012 07:27 AM)

Action: CREATE FOLLOW UP
 Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 33000 MI Comm Type: PHONE
 Analyst Name: INMON, SARA Analyst: SINMON
 Action Date: 06/14/2012 Action Time: 12.10.36.088 Action Data: Yes

Comments CSM SETTING F/U WITH DEALER TO MAKE SURE PART HAS ARRIVED

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-21-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 06/21/2012 Action Time: 16.22.34.770 Action Data: Yes

Comments CSM SARA EX:77809 | OBC TO DLR-S/A TERESA UNAVAIL| CSM RQST CB TO ADVISE IF PART IN

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-25-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 06/25/2012 Action Time: 09.06.35.145 Action Data: Yes

Comments CSM SARA EX:77809 | OBC TO DLR-S/A TERESA ADVISED SHE HAS NOT BEEN ADVISED FO PARTS ARRIVING BUT WILL CHECK WITH PARTS DEPARTMENT TODAY TO CONFIRM AND CALL CSM BACK |

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-28-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: PARTS ESCALATION - PART ARRIVAL
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 06/28/2012 Action Time: 14.25.06.789 Action Data: Yes

Comments CSM SARA EX:77809| OBC TO DLR-S/A STACY ADVISED PART ARRIVED EITHER YESTERDAY OR THE DAY BEFORE| CSM CLOSING PART ESCALATION

Data Element Name	Data Value
DATE OF PART ARRIVAL AT DEALERSHIP:	06-26-2012
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	NO

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 06/28/2012 Action Time: 14.26.13.450 Action Data: Yes

Comments CSM SARA EX:77809| S/A STACY ADVISED WAITING TO GET CUST IN TO HAVE REPAIRS MADE| CSM SETTING F/U FOR 07/05

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 07/05/2012 Action Time: 11.31.36.489 Action Data: Yes

Comments CSM SARA EX:77809| OBC TO DLR-S/A TERESA UNAVAIL| LMOM PROVIDED CASE NUMBER AND CONTACT INFO| RQST S/A CB TO CONFIRM PARTS CAME IN AND CUST HAS APPOINTMENT SCHED FOR TSB

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-09-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33000 MI Comm Type: PHONE
Analyst Name: INMON, SARA Analyst: SINMON
Action Date: 07/09/2012 Action Time: 09.19.32.876 Action Data: Yes

Comments CSM SARA EX:77809| OBC TO DLR-S/A TERESA ADVISED CUSTOMER CAME IN LAST WEEK AND HAD TSB PERFORMED| ALL REPAIRS COMPLETE| CSM CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	87
PARTS ESCALATION USED? (Y/N)	Y
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 04413 KINSEL FORD LINCOLN Origin Desc: DEALER
Odometer: 37160 MI Comm Type: INBOUND EMAIL-OTHER
Analyst Name: GARY THORNTON Analyst: G-THORN1
Action Date: 07/09/2012 Action Time: 10.21.18.681 Action Data: No

Comments CUSTOMER TOOK POSSESSION AFTER REPAIRS ON VEHICLE ON 7/5/12. TEST DROVE VEHICLE PRIOR TO RELEASING VEHICLE FOR 51 MILES. EXPERIENCED NO ISSUES. WOULD LIKE TO MAKE A NOTE:

VEHICLE HAS OVERSIZED TIRES AND WHEELS. STOCK TIRE SIZE SHOULD BE: 275/55R20. CUSTOMER HAS INSTALLED 305/40R22. WE ARE UNABLE TO PROGRAM THE TIRE SIZE TO THE VEHICLE. NOT STATING THAT THIS IS CAUSING THE CUSTOMER'S CONCERN, JUST GIVING YOU THAT LITTLE BIT OF INFO. DEALER OFFERED CUSTOMER ALTERNATE TRANSPORTATION WHILE VEHICLE WAS AT DEALER, CUSTOMER REFUSED ALTERNATE TRANSPORTATION DUE TO THE FACT THAT HE WOULD NOT BE ABLE TO PULL A TRAILER. AFTER CUSTOMER TOOK POSSESSION OF VEHICLE HE IS STATING HE DROVE IT FOR 25 MILES AND THE CHECK ENGINE LIGHT HAS NOW COME ON AGAIN. STATING IT IS A CATALYTIC CONVERTER CODE. WILL NEED TO GET VEHICLE BACK IN TO DEALER TO RETEST AND VERIFY.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1CT3BF [REDACTED]	Year: 2011	Model:	Case: [REDACTED]
Name: [REDACTED]	Owner Status: Original	WSD: 2011-08-11	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone: [REDACTED]	
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 36500 MI

Analyst Name: EBY KEVIN

Action Date: 06/29/2012

Comm Type: PHONE

Analyst: KEBY

Action Time: 15.38.30.924

Origin Desc: US CONCERN CASE BASE

Action Data: No

Comments CUSTOMER SAID: - SEEKING WHEN TSB WILL BE IMPLEMENTED TO FIX VEHDEALER SAID: - NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.----- ADVISED CUST OF LATEST REGION ENTRY 6/28- CUST STATED THEY WILL CALL DLR

Ford Confidential

Server: AWS Prod
 Claims loaded through: 06-JUL-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 09-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 NA	VRT ROW	VFG	CCC	CD
1FTFW1CT3BF1[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	07-JUN-2011	11-AUG-2011	152054	USA	1	6Y20	*	TAPI	*	F09	SXX	V99	A99	82
AWS Claim Key:	<u>872443</u>	Doc #:	636171C	Trx Code:	TAPI	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	30										
Dir Cd-Sub Cd:	04617-*	Name:	CHAMPION FORD KATY	Ph:	281-6754700	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	23-AUG-2011	DIST(Mile):	2101								
1FTFW1CT3BF1[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	07-JUN-2011	11-AUG-2011	152054	USA	1	7S02	*	14401	*	F07	S08	V03	S15	X1
AWS Claim Key:	<u>977703</u>	Doc #:	636171A	Trx Code:	S07	Labor Hrs:	4.2	Labor Cost:	382.2	Material Cost:	0	Total Cost:	382.2										
Dir Cd-Sub Cd:	04617-*	Name:	CHAMPION FORD KATY	Ph:	281-6754700	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	23-AUG-2011	DIST(Mile):	2101								
Cust Comments:	S15 RT FRT SEAT QUIT WHEN MOVING FORWARD HEARD A POP NOW NO AC OR RADIO																						
Tech Comments:	VERIFIED BODY CHASSIS ELECTRICAL DIAGNOSIS.(M TIME)ACCESS SEATS AND CARPET.FOUND THAT THE RIGHT FRONT SEAT WAS BOLTED ONTO 14A005 HARNESS AND WHEN SEAT WAS MOVED IT PULLED HARNESS. REPAIRED HARNESS.AIR BAG LAMP IS STILL ON. AIR BAG RESTRAINT SYSTEM DIAGNOSIS. CODES B0028;13,B00A0;97,U0154;00 08. PINPOINT TEST H1 YES,H2 NO,H6. LOCATED AND REPAIRED OPEN CIRCUIT CR106.RR106 IN																						
1FTFW1CT3BF1[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	07-JUN-2011	11-AUG-2011	152054	USA	9	2G05	*	RECALEM	*	F04	S11	V29	E29	04
AWS Claim Key:	<u>3545835</u>	Doc #:	07974101	Trx Code:	S07	Labor Hrs:	1	Labor Cost:	86.34	Material Cost:	413	Total Cost:	499.34										
Dir Cd-Sub Cd:	04413-*	Name:	KINSEL FORD LINCOLN	Ph:	409-8994000	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	24-APR-2012	DIST(Mile):	30644								
Cust Comments:	CUST STATES WRENCH LIGHT CAME ON WHEN PULLING A TRAILER AND VEHICLE WENT INTO LIMP MODE, SHUT OFF ENGINE AND RESTARTED OK.																						
Tech Comments:	PERFORMED EEC TEST, REFERRED TO TSB12210. REPLACED LEFT SIDE CAT CONVERTER AND REPROGRAMMED PCM.																						
1FTFW1CT3BF1[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/B	AF	T/C3	T/KW	07-JUN-2011	11-AUG-2011	152054	USA	9	7D04	*	13208	*	F07	S08	V74	T53	42
AWS Claim Key:	<u>3476239</u>	Doc #:	07974108	Trx Code:	E83	Labor Hrs:	.2	Labor Cost:	17.27	Material Cost:	2.8	Total Cost:	20.07										

Dlr Cd-Sub Cd: 04413-* **Name:** KINSEL FORD LINCOLN **Ph:** 409-8994000 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-APR-2012 **DIST(Mile):**30644
Cust Comments: CUST STATES COVER ON RIGHT FRONT FLOOR BOARD FELL OFF
Tech Comments: COVER ON RIGHT FRONT FLOOR BOARD CAME OFF. REPLACED CLIPS ON SKID PLATE.

1FTFW1CT3BF [REDACTED] F6 T/F6 F T/BC T/AM T/B AF T/C3 T/KW 07- JUN- 11- AUG- 152054 USA 9 7W15 BL3Z 19G490 B F03 S09 V17 E40 42
 2011 2011
AWS Claim Key: 3476238 **Doc #:** 07974105 **Trx Code:** E83 **Labor Hrs:** .7 **Labor Cost:** 60.44 **Material Cost:** 353.29 **Total Cost:** 413.73
Dlr Cd-Sub Cd: 04413-* **Name:** KINSEL FORD LINCOLN **Ph:** 409-8994000 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-APR-2012 **DIST(Mile):**30644
Cust Comments: CUST STATES AT RANDOM REVERSE CAMERA WILL BE IN BLACK&WHITE AND VERY BLURRY. IF TURN OFF IGNITION AND RESTART IT'S OK.
Tech Comments: BACK UP CAMERA HAS AN INTERMITTANT PROBLEM. NEC TO REMOVE TAILGATE EMBLEM IN ORDER TO REPLACE BACK UP CAMERA. REPLACED BACK UP CAMERA AND EMBLEM.

1FTFW1CT3BF [REDACTED] F6 T/F6 F T/BC T/AM T/B AF T/C3 T/KW 07- JUN- 11- AUG- 152054 USA 9 6X04 BL3Z 17K707 F F08 S07 V13 M05 42
 2011 2011
AWS Claim Key: 3545836 **Doc #:** 07974106 **Trx Code:** E84 **Labor Hrs:** .2 **Labor Cost:** 17.27 **Material Cost:** 284.55 **Total Cost:** 301.82
Dlr Cd-Sub Cd: 04413-* **Name:** KINSEL FORD LINCOLN **Ph:** 409-8994000 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-APR-2012 **DIST(Mile):**30644
Cust Comments: CUST STATES LEFT OUTSIDE MIRROR TURNED COLORS
Tech Comments: LEFT OUTSIDE MIRROR GLASS HAS TURNED COLORS. PHOTOS SENT IN FOR APPROVAL. REPLACED LEFT OUTSIDE MIRROR GLASS.

1FTFW1CT3BF [REDACTED] F6 T/F6 F T/BC T/AM T/B AF T/C3 T/KW 07- JUN- 11- AUG- 152054 USA 10 7X01 CL3Z 9661711 B F07 S08 V03 S15 41
 2011 2011
AWS Claim Key: 3803721 **Doc #:** 08079207 **Trx Code:** E83 **Labor Hrs:** 1.1 **Labor Cost:** 94.97 **Material Cost:** 227.25 **Total Cost:** 322.22
Dlr Cd-Sub Cd: 04413-* **Name:** KINSEL FORD LINCOLN **Ph:** 409-8994000 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-MAY-2012 **DIST(Mile):**32563
Cust Comments: CUST STATES AT TIMES LEFT FRONT SEAT POP AND GRIND S WHEN GOING ALL THE WAY BACK
Tech Comments: LEFT FRONT POWER SEAT TRACK BINING UP AND MAKING A GRINDING NOISE. R AND R LEFT FRONT SEAT TO REPLAC E SEAT TRACK.

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 2 of 2

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Attachments: 0

Report# :	CGCB3001 NHL	Received:	07/03/2012
CCRG/EPRC:		Date:	
Vehicle:	2011,F150 4X2 ,F150 ,SUP CRW,STYSD ,1FTFW1CT3BF [REDACTED]	Build Date:	06/07/2011
Odometer :	32,601 M	Engine:	3.5L- GTDI
Transmission:	6R80E	Axle:	3.15 RATIO
Dealer:	USA 04413 Kinsel Ford Lincoln	Phone#:	(409) 838- 6611
City:	Beaumont	State:	Texas
Originator:	BRIAN MAY	Country :	USA
Symptom:	5 50 3 00 DRV PERF,RUNS ROUGH,CRUISE/STEADY,UNKNOWN		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	MISFIRE IN GEAR		
Fix:	Causal Component :		
Condition Code:			

Hotliner: DCHATFIE

Phone: 313 317-6315

Regn Cd: C2 Houston

Engineering:

Phone:

TAR:

Dir Contact: BRIAN MAY

Phone: 409 899-4000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 07/03/2012 09:02AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS
CONCERN.AT IDLE, IN GEAR, CUSTOMER FEELS AN INTERMITTENT
MISFIRE. DESCRIBE DIAGNOSTIC PROCEDURES COMPLETED AND THE RESULTS. BE
SURE TO NOTE ANY
PINPOINT OR OTHER DIAGNOSTIC TESTS COMPLETED.
INCOMPLETE DIAGNOSIS WILL PROLONG
THE PRIOR APPROVAL PROCESS, SO BE
SURE TO INCLUDE ALL TEST RESULTS.NO MISFIRE CODES, FOUND MISFIRE
COUNTS IN MODE 6 FOR CYLINDER 4. VERIFIED 4 MISFIRE WITH POWER BALANCE
TEST ON IDS. PLEASE LIST PART THAT WAS ROOT CAUSE OF FAILURE:4
IGNITION COIL LIST MAJOR COMPONENTS NEEDED FOR REPAIR:4 IGNITION
COIL PROVIDE ANY ADDITIONAL DETAILS NECESSARY. PLEASE INCLUDE ANY
TECHNICAL INFORMATION
THAT YOU FEEL WILL HELP THE HOTLINE PROCESS
YOUR PRIOR APPROVAL REQUESTSWAPPED 4 AND 5 COILS, MISFIRE WENT TO CYL.
5 REPAIR ESTIMATE - LABOR: REPAIR ESTIMATE -
TOTAL: VEHICLE/COMPONENT ABUSE: MODIFICATIONS: LACK OF
MAINTENANCE: RO#: 6081794RO DATE:2012-06-12WARRANTY TYPE:NEW VEHICLE
WARRANTY SPW MILEAGE: SPW INSTALL DATE:

RECOMM 07/03/2012 09:02AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE
BRIAN, BASED ON THE SWAP TEST METHOD RESULTS, THE DEALER IS APPROVED
TO REPLACE THE REQUESTED #4 IGNITION COIL. THIS PRIOR APPROVAL CODE
DOES NOT NEGATE DEALERSHIP RESPONSIBILITY TO ADHERE TO THE PROVISIONS
OF THE WARRANTY AND POLICY MANUAL INCLUDING THE REQUIREMENTS TO
DETERMINE THE ROOT CAUSE OF THE CONCERN, IDENTIFY A WARRANTABLE
DEFECT, AND PERFORM THE MOST COST EFFECTIVE REPAIR. PRIOR APPROVAL

DOES NOT EXEMPT A REPAIR FROM ACES II EDITS, WPAC CHARGEBACK, OR AUDIT EXAMINATION. ECPA APPROVED APPROVAL CODE: PAAJX

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Requester: DWASHI49

Report Summary

Server: ECCWS686

Ford Proprietary, Private

9-Jul-2012

Retention: None



CONSUMER AFFAIRS SECTION
CUPIT LAW OFFICES
CONSUMER PROTECTION ATTORNEYS

12 NOV 26 P1:16

Linda L. Cupit
Mark P. Romano*
Steven G. Stancroff**

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Telephone (877) 575-3666
Facsimile (877) 575-9666
www.Virginia-Lemon-Laws.com

*Admitted in CA and MI only
**Admitted in MI and NC only

Ford Motor Company FCSD - Cd
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [REDACTED]
2012 Ford F-150
VIN: 1FTFW1ET5CF [REDACTED]

RECEIVED
NOV 27 2012

Dear Sir or Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [REDACTED] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

[REDACTED] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Virginia Lemon Law and Magnuson-Moss Warranty Act. As such, [REDACTED] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours,

CUPIT LAW OFFICES


Linda Cupit

All Action Details for Issue

[Print](#)

VIN: 1FTEW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: 460443192
 Name: [REDACTED] Owner Status: Original WSD: 2012-05-29
 Symptom Desc: [REDACTED] Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: OPEN
 Initial Customer Contact: 11/27/2012

Action: TIER ONE OPEN ISSUE
 Dealer: 00139 FREEDOM FORD, INC. Origin Desc: TIER ONE - MELBOURNE
 Odometer: 19500 MI Comm Type: PHONE
 Analyst Name: ARVIK PAM Analyst: PARVIK
 Action Date: 11/14/2012 Action Time: 12.47.24.886 Action Data: No

Comments CUST SAYS - BOUGHT TRUCK IN MAY 2012 -1ST PART OF SEPT CUST EXPERIENCED LOSS OF ALL POWER-ENGINE MISS-CUST TOOK TO CAVALIER FORD -DLR PERFORMED TSB-CUST PICKED VEH UP-IT HAS HAPPENED TWICE MORE-ENGINE LIGHT CAME ON-TOOK TO FREEDOM FORD -DLR SAID YOU HAVE A MISFIRE ON CYLINDER-THEY PERFORMED ANOTHER TSB TO REDIRECT AIR-CUST PICKED VEH UP WITHIN A WEEK IT HAPPENED AGAIN-CUST TOOK IT UP TO FREEDOM FORD-THEY COULD NOT DUPLICATE PROBLEM-DLR PUT RECORDER ON VEH-HAPPENED AGAIN-ENGINE RUNNING ROUGH-LOSS OF POWER-TOOK IT BACK TO FREEDOM FORD-CUST NOTICED AN OIL LEAK OUT OF THE WHEEL OR HUB-DLR STATES BRAND NEW TSB ON LOSS OF POWER PROBLEM-NEW AIR COOLER-DLR STATES THEY CANNOT FIND WHERE THE OIL HAD COME FROM -DLR HAD VEH FROM 10/30 TO 11/12-DLR SWITCHED TIRES-SAID THEY DROVE IT-WHEN HE CHECKED REPAIR TICKET THEY HAD ONLY DROVE IT 4 MILES-CUST TOOK 110 MILE TRIP-THIS MORNING HE NOTICES THERE IS OIL AGAIN ON THE RIM-ALSO ENGINE MISS AGAIN-CUST TOOK IT BACK THIS MORNING-SPOKE WITH ERIC SERVICE ADVISOR-ERIC CLEANED THE RIM UP AND TOLD CUST THERE WAS NO OIL ON IT....CUST GOT SERVICE MANAGER LAURA INVOLVED-CUST AT FIRST WANTED TO HAVE HIS TRUCK FIXED-BUT THIS DOES NOT SEEM TO BE POSSIBLE-NOW CUST WANTS FORD TO BUYBACK HIS VEHICLE-LTV 99-ORIGINAL OWNER-DLR INFO -- CAVALIER FORD AT CHESAPEAKE SQUARE4021 PORTSMOUTH BLVD.CHEESAPEAKE, VA 23321-FREEDOM FORD7520 NORTH MILITARY HIGHWAYNORFOLK, VA 23518(757) 583-3673-CRC ADV-I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE BY CLOSE OF BUSINESS TOMORROW. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY-

Action: TIER ONE OPEN ISSUE
 Dealer: 00139 FREEDOM FORD, INC. Origin Desc: TIER ONE - MELBOURNE
 Odometer: 19500 MI Comm Type: PHONE
 Analyst Name: ARVIK PAM Analyst: PARVIK
 Action Date: 11/14/2012 Action Time: 12.52.05.380 Action Data: No

Comments PLEASE CALL [REDACTED]

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00139 FREEDOM FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 19500 MI

Comm Type: PHONE

Analyst Name:

Analyst: MZAYAS2

ZAYAS,MARYSOL

Action Date: 11/15/2012

Action Time:
11.07.34.211

Action Data: No

Comments CSM MARYSOL X77751 - 2012 F150 - 99 LTV - WSD 5-29-12 - MILEAGE 19500 - 9 VEH ON FILE - NO ESP - NO OPEN RECALLS OR PROGRAMS - CJ5BG004 NHL - AWS SHOWS 3 ENGINE RELATED CONCERNS = RECEIVED INFO ADVISING THL IS INVOLVED - BUT NEEDS TO BE RECONTACTED AND CASE ESCALATED SO THAT IF NEEDED AN FSE CAN GET INVOLVED AS WELL = OBC TO DLRSHPO SPOKE WITH SA LORI - SHE ADVISED SHE DOES NOT SEE AN OPEN RO - ADVISED I WOULD LIKE TO LEAVE A MESSAGE ON SM LAURA'S VM - L/M ON SM LAURA'S VM SEEKING AN RETURN CALL - ALSO EMAILED HER

Action: CREATE FOLLOW UP

Dealer: 00139 FREEDOM FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 19500 MI

Comm Type: PHONE

Analyst Name:

Analyst: MZAYAS2

ZAYAS,MARYSOL

Action Date: 11/15/2012

Action Time:
17.01.29.732

Action Data: Yes

Comments OBC TO DLRSHPO SPOKE WITH SM LAURA - SHE THE CUST ADVISED HER HE WOULD DRIVE IT MORE TO SEE IF THE CONCERN WOULD DUPLICATE ITSELF AGAIN - ADVISED I WILL CALL THE CUST AND SEE IF WE CAN GET THE VEH BACK IN = OBC TO CUST [REDACTED] ADVISED CUST OF WHO I AM AND OF MY ROLE - ADVISED THE CALL IS RECORDED - CUST REITERATED HIS VEH CONCERN - CUST STATED HE FEELS HE SHOULD SPEAK WITH AN ATTORNEY AS THE VEH IS WELL WITHIN THE LL GUIDELINES - ADVISED CUST IT IS HIS RIGHT AS CONSUMER TO PURSUE ANY AVENUE HE SEES FIT - CUST ADVISED OF BROWN FLUID SHOWING ON THE FRONT RIM - CUST STATED HE FEELS THE FRONT DRIVERSIDE BRAKE CALIPER IS LEAKING = 2 CONDITIONS - 1 TO 1.5 HOURS DRIVING ON HIGHWAY - DAMP - MISTY OR RAINY OUT - = CUST IS SEEKING FOR 3 THINGS TO BE ADDRESSED - 1. CUST FEELS THERE IS A FLUID LEAK AROUND THE BRAKE CALIPER - 2. TRUCKS LACK OF POWER - 3. ENGINE MISS = ADVISED CUST NOW THAT I HAVE THE CASE IW ILL WORK WITH THE DLRSHPO - ADVISED CUST SM LAURA HAS ALREADY SPOKEN WITH THE ENGINEERS - ADVISED CUST TO ALLOW US THE OPPORTUNITY TO WORK TOGETHER WITH THE ENGINEERS TO TRY AND RESOLVE HIS CONCERNS - ADVISED CUST I HAVE AUTHORIZED 10 DAYS TO START - CUST STATED HE WILL CALL THE DLRSHPO IN THE MORNING - ASKED CUST TO HOLD WHILE I CALLED THE DLRSHPO = OBC TO DLRSHPO SPOKE WITH SM LAURA - ADVISED HER OF MY CONVERSATION WITH THE CUST AND HIS CONDITIONS AND WHAT HE IS SEEKING - ADVISED ALSO THE CUST WILL BE CALLING IN THE MORNING TO SET UP THE RENTAL - SHE ADVISED ME SHE WILL UPDATE THE CASE ONCE SHE SPEAKS WITH THE CUST = ADVISED CUST SM LAURA WILL BE EXPECTING YOUR CALL/VISIT - F/U SET FOR 11/21

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-21-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00139 FREEDOM FORD, INC. **Origin Desc:** DEALER
Odometer: 19500 MI **Comm Type:** VISIT
Analyst Name: LAURA DARWI **Analyst:** L-DARWI2
Action Date: 11/16/2012 **Action Time:** 11.36.55.759 **Action Data:** No

Comments CUSTOMER DROPPED OFF VEHICLE AND GOT RENTAL VEHICLE AT 1130 AM 11-16 TO ADDRESS THE THREE CONCERNS. CUSTOMER IS EXPECTING ENGINEERING INVOLVEMENT ON THIS VISIT.

Action: CREATE FOLLOW UP **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Dealer: 00139 FREEDOM FORD, INC.
Odometer: 19500 MI **Comm Type:** PHONE
Analyst Name: ZAYAS,MARYSOL **Analyst:** MZAYAS2
Action Date: 11/23/2012 **Action Time:** 17.16.49.855 **Action Data:** Yes

Comments EMAILED SM LAURA SEEKING TO KNOW WHEN HOTLINE IS CONTACTED = OBC TO CUST [REDACTED] - ADVISED CUST THE CALL IS RECORDED - CUST STATED HE WOULD LIKE TO ALSO RECORD THE CALL - ADVISED CUST THAT IS FINE - CUST STATED HE FEELS THE DLRSHIP WAS NOT SURE WHAT TO DO AS THEY WERE WAITING FOR AN ENGINEER - ADVISED CUST THE DLRSHIP WOULD NEED TO CONTACT THEM FIRST TO ADVISE THEM OF THE CONCERN TO RECEIVE SUGGESTIONS - CUST STATED HE RECEIVED A CALL FROM THE DLRSHIP ADVISING THEY WILL BE KEEPING THE VEH UNTIL MONDAY - ASKED CUST TO HOLD WHILE I CALLED THE DLRSHIP = OBC TO DLRSHIP SPOKE WITH SM LAURA - SHE VERIFIED THE INFO - THEY WILL TEST DRIVE THE VEH AGAIN ON MONDAY - THEY STILL ARE NOT ABLE TO VERIFY THE CUST CONCERN = THE CUST CONCERN ONLY HAPPENS WHEN IT IS HUMID, RAINY AND WET OUT SIDE = ADVISED CUST OF MY CONVERSATION WITH SM LAURA AND THAT I WILL ALSO F/U 11/26

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-26-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Dealer: 00139 FREEDOM FORD, INC.
Odometer: 19500 MI **Comm Type:** PHONE

Analyst Name:
ZAYAS,MARYSOL **Analyst:** MZAYAS2

Action Date: 11/26/2012 **Action Time:** 18.39.51.871 **Action Data:** Yes

Comments OBC TO CUST [REDACTED] L/M ON VM WITH CONTACT AND CASE INFO TO CALL ME BACK - ADVISED CUST I AM AWARE THE DLRSHIP IS CURRENTLY COMMUNICATING WITH THE ENGINEERS - ADVISED CUST I WILL BE OUT OF THE OFFICE THE NEXT COUPLE OF DAYS - ADVISED I WILL F/U 12/3

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-03-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: FIELD - OPEN INFORMATION ISSUE **Origin Desc:** FIELD ORGANIZATION

Dealer: 00139 FREEDOM FORD, INC.

Odometer: 19500 MI **Comm Type:** PHONE

Analyst Name: JOHN LANE (JLANE9) **Analyst:** JLANE9

Action Date: 11/28/2012 **Action Time:** 12.23.14.366 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ZONE MANAGER		LANE		OTHER

Comments BASED ON FSE COMMENTS, REPAIR ATTEMPTS AND DOWN TIME, I OFFERED AN RAV TO CUSTOMER WHICH HE HAS AGREED TO. TOLD HIM THAT HE SHOULD RECEIVE PAPERWORK WITHIN 10 BUSINESS DAYS

Ford Confidential

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 Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20092649
Status	Assigned
Currently assigned to	JSTRACH7
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Kellie Long
Primary contact's phone number	313.248.5970
Primary contact's email address	klong36@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	FREEDOM FORD, INC.
P&A Code	00139
Facing Region (SDR separate from Contact Regions)	N4 - WASHINGTON DC
Geographic Region (SDR combined with Contact Region)	N4 - WASHINGTON DC
FCSD Sales Zone	A03
FCSD Technical Zone	T07
VIN	1FTFW1ET5CF [REDACTED]
Vehicle year/model	2012 F-150
Vehicle mileage	19,188
Repair Order (R.O) #	
Customer Name	[REDACTED]
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	

CuDL Case #

Priority

Medium

Request description

OGC request FSE assistance needed for final repair attempt. Must be completed by 12/13/12. Contact Kellie Long at 313.248.5970 klong36@ford.com ---Updated By--- MCOLFESC--12/03/2012 01:36:49 PM--

GCQIS Comments

FSE Comments

Initial Contact Date

Person Contacted

Dealership visit planned?

Visit date, if planned

Did Visit Occur?

Concern Summary for Technical Assistance Contact Report

Inspection Comments for Technical Assistance Contact Report

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)

Missing tools/equipment ordered during visit?

Total hours spent on request

0.0

Created by

MCOLFESC

Created date

12/03/2012 01:36:49 PM EST

Last Revised by

JKELLY22

Last revised date

12/03/2012 03:04:48 PM EST

This e-mail notification has been generated by: JKELLY22

Thank you..

Server: **AWS Prod**
 Claims loaded through: **28-NOV-2012**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 29-NOV-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
1FTFW1ET5CF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	11- FEB- 2012	29- MAY- 2012	127050	USA	4	1F01 *	6K775 *	F04	S11	V52	D36	04		
AWS Claim Key:		<u>2197929</u>	Doc #: 095096A	Trx Code:	S07	Labor Hrs:	.5	Labor Cost:	51.48	Material Cost:	0	Total Cost:	51.48											
Dir Cd-Sub Cd:		06633-*	Name: CAVALIER FORD LINCOLN		Ph:	757-4241111	St: VA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	07-SEP-2012	DIST (Mile):		14292								
Cust Comments:		CUSTOMER STATES VEHICLE LACKS POWER, HESITATES ON ACCELERATION																						
Tech Comments:		ROAD TEST OKAY, RAN OASIS. FOLLOWED TSB12 6 4 SERVICE PROCEDURE, NO DTCS, DEFLECTOR PLATE IN PLACE, RECALIBRATED PCM TO LATEST LEVEL. ROAD TEST OKAY. ADVISE OWNER TRANSMISSION MAY SHIFT FIRMER OVER NEXT SEVERAL DAYS WHILE TRANSMISSION RELEARNS SHIFT STRATEGY.																						
1FTFW1ET5CF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	11- FEB- 2012	29- MAY- 2012	127050	USA	4	7H06	CL3Z	19E672	A	F03	S09	V17	E40	42
AWS Claim Key:		<u>2241025</u>	Doc #: 131031A	Trx Code:	E83	Labor Hrs:	.5	Labor Cost:	51.72	Material Cost:	10.04	Total Cost:	61.76											
Dir Cd-Sub Cd:		00139-*	Name: FREEDOM FORD, INC.		Ph:	757-5832671	St: VA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	19-SEP-2012	DIST (Mile):		15765								
Cust Comments:		CK WHILE DRIVING AT TIMES WHEN ACCEL ENG FEELS LIKE IT IS BOGGING DOWN AND HESITATES . CK ENG LIGHT IS CURRENTLY ON																						
Tech Comments:		EEC TESTED RETRIEVED CODS P0300 MISFIRE DETECTED AND P0306 CYLINDER 6 MISFIRE .CHECKED OASIS FOUND TSB 12 06 04 FOR CONCERN PERFORMED TSB INSTALLED SHIELD ON CAC COOLER AND PROGRAMMED PCM TOM, LATEST CALIBRATION. CLEARED CODES																						
1FTFW1ET5CF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	11- FEB- 2012	29- MAY- 2012	127050	USA	5	6Y20 *	TAP1 *	F09	SXX	V99	A99	82		
AWS Claim Key:		<u>2812227</u>	Doc #: 132011E	Trx Code:	TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	300											

PE13-018 000829LC

Dlr Cd-Sub Cd: 00139-* **Name:** FREEDOM FORD, INC. **Ph:** 757-5832671 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-OCT-2012 **DIST (Mile):**19188
Cust Comments: TAP REIMBURSEMENT CLAIM
Tech Comments: TAP REIMBURSEMENT CLAIM

IFTFWIET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 11- 29-
 FEB- MAY- 127050 USA 5 IF01 BL3Z 6K775 B F04 S11 V52 D02 42
 2012 2012

AWS Claim Key: 2735435 **Doc #:** 132011A **Trx Code:** S07 **Labor Hrs:** 8 **Labor Cost:** 82.75 **Material Cost:** 199.42 **Total Cost:** 282.17

Dlr Cd-Sub Cd: 00139-* **Name:** FREEDOM FORD, INC. **Ph:** 757-5832671 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-OCT-2012 **DIST (Mile):**19188

Cust Comments: CK HESTITATION AND MISFIRE WHEN ACCEL FROM A STEADY SPEED
Tech Comments: EEC TESTED RETRIEVED CODE P0306 CYLINDER 6 MISFIRE DETECTED. UPLOADED DATA RECORDER READINGS AND CHECKED FOR PROBLEMS . NO PERTINENT INFORMATION ON RECORDINGS. UNABLE TO, DUPLICATE MISFIRE. CONTACTED HOTLINE .TOLD TO PERFORMED TSB 12 10 19 RELEASED ONE DAY PRIOR TO REPLACE CAC. REMOVED AND REPLACED CAC ,S PER TSB. TEST DROVE NO MISS NOTED

IFTFWIET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 11- 29-
 FEB- MAY- 127050 USA 5 6Y20 * TAP1 * F09 SXX V99 A99 82
 2012 2012

AWS Claim Key: 2646125 **Doc #:** 132011D **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 300

Dlr Cd-Sub Cd: 00139-* **Name:** FREEDOM FORD, INC. **Ph:** 757-5832671 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-OCT-2012 **DIST (Mile):**19188

Cust Comments: TAP REIMBURSEMENT CLAIM
Tech Comments: TAP REIMBURSEMENT CLAIM

Any comments? You can contact



webmaster

PE13-018 000830LC

Rpt. Analysis Home

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Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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Report Detail Section : [View Details](#)

Attachments: 0

Report# :	CJ5BG004 NHL	Reviewed Status:	Received:	10/31/2012	
CCRG/EPRC:			Date:		
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET5CF [REDACTED]		Build Date:	02/11/2012	
Odometer :	19,188 M	Engine:	3.5L- GTDI	Calibration:	CF613K0A
Transmission:	6R80E	Axle:		A/C:	YES
Dealer:	USA 00139 Freedom Ford, Inc.		Phone#:	(757) 583- 2671	
City:	Norfolk	State:	Virginia	Country :	USA
Originator:	JOHN FISHER				
Symptom:	5 57 2 39 DRV PERF,HESITATES/STUM,ACCEL,INTERMITTENT				
Status:					
VFG:	V52 DRIVEABILITY				
Additional Symptom:	MISFIRE ON ACCEL				
Fix:	Causal Component :				
Condition Code:					

Hotliner: SFERRET

Phone: 313 317-9124

Regn Cd: N4 Washington

Engineering:

Phone:

TAR: 0-30

Dir Contact: JOHN FISHER

Phone: 757 583-2671

Title Cde: T

PE13-018 000831LC

KOEO: P0306

KOEC:

KOER:

Comments:

REPAIR 10/31/2012 11:58AM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
 WEB FORM DATA - CONCERN:HESITATION ANDF MISFIRE ON ACCEL FROM STEADY
 CRUISE DIAGNOSTICS: PERFORMED TSB 12-10-19 PREVIOUSLY . DID NOT
 REPLACE CAT DUE TO LACK OF CODE. INSTALLED CAC DEFLECTOR AND
 REPROGRAMMED PCM PARTS REPLACED:NONE TECH QUESTION:ANY FURTHER
 INFO FOR THIS HAPPENS MSTLY ON EXTENDED DRIVE SINCE TSB HAS BEEN
 PERFORMED ARE THERE ANY OTHER FIXES? COULD CAT BE CY=UASE WITHOUT
 SETTING CODE?

RECOMM 10/31/2012 11:58AM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE

JOHN,

HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUM
 Q.ASP?FLAVOR=DEALERS&SZARTICLE=12-10-19' TARGET='_BLANK'>TSB
 12-10-19 WAS RELEASED YESTERDAY AND INVOLVES REPLACING THE ENTIRE
 CHARGED AIR COOLER (CAC) WITH AN UPDATED PART, AND TRANSFERRING OVER
 THE DEFLECTOR THAT IS CURRENTLY INSTALLED. IF THE NEW CAC HAS BEEN
 INSTALLED AND THE MISFIRE STILL OCCURS, YOU ARE CORRECT IT COULD
 RELATE TO THE CATALYST. TO DETERMINE IF THE CATALYST IS AT FAULT YOU
 CAN CHECK EXHAUST BACK PRESSURE FROM THE UPSTREAM UEGO SENSOR PORT. IF
 BACK PRESSURE EXCEEDS 8 PSI AT WOT WHILE DRIVING, REPLACE THE
 CATALYST.

REPAIR 11/26/2012 05:00PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

PERFORMED TSB 12-10-19 PER LAST INSTRUCTIONS. THE CUSTOMER HAS BROUGHT
 VEHICLE BACK IN WITH SAME COMPLAINT. DEALER HAS BEEN UNABLE TO
 DUPLICATE CONCERN BUT CUSTOMER STATES THAT VEHICLE MUST BE DRIVEN AT
 LEAST ONE HOUR BEFORE THE SYMPTOMS OCCUR. DEALER HAS DRIVEN 73 MILES
 IN TWO EXTENDED ROAD TESTS. CUSTOMER ALSO COMPLAINS THAT ANOTHER FORD
 DEALER HAD REPGROGRADED PCM PER TSB 12-06-04 AND THE VEHICLE DOES NOT

PE13-018 000832LC

HAVE AS MUCH POWER AS IT DID SINCE THE REPROGRAM WAS PERFORMED. WHAT DO YOU SUGGEST WE DO TO SATISFY CUSTOMER CONCERNS? THERE IS AN OPEN CUDL CASE # [REDACTED] FOR BUYBACK. DEALER IS REQUESTING ESCALATED HANDLING TEAM FOR ASSISTANCE.

RECOMM 11/26/2012 05:00PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

JOHN, THE FORD TECHNICAL HOTLINE HAS REVIEWED YOUR REQUEST AND HAS DETERMINED THAT IT IS NECESSARY TO DISCUSS THIS MATTER VERBALLY OVER THE TELEPHONE. YOU WILL BE CONTACTED SHORTLY BY A FORD TECHNICAL HOTLINE REPRESENTATIVE.

REPAIR 11/26/2012 05:29PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

OUTBOUND CALL FROM THE DEALERSHIP TO FURTHER DISCUSS THIS VEHICLES CONDITION. SPOKE WITH THE TECHNICIAN JOHN FISHER, AND THE SERVICE MANAGER LAURA DARWIN. DEALERSHIP ADVISED THAT THE CUSTOMER IS COMPLAINING ABOUT A LOSS OF POWER, AFTER EXTENDED HIGHWAY DRIVING. ON A PREVIOUS VISIT, A DTC P0306 WAS RECEIVED. TSB 12-10-19 HAS BEEN PERFORMED, WITH THE VEHICLE RETURNING. AT THIS TIME, THE DEALERSHIP HAS NOT DUPLICATED THIS CONCERN. AFTER REVIEWING CUDL, THE CUSTOMER IS SEEKING FOR THE VEHICLE TO BE BROUGHT BACK.

RECOMM 11/26/2012 05:29PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

JOHN AND LAURA, PLEASE CONTINUE TO ATTEMPT TO DUPLICATE THIS CONCERN. INTERMITTENT CONCERNS ARE UNDERSTANDABLY DIFFICULT TO DUPLICATE. PLEASE DRIVE THIS VEHICLE UNDER DIFFERENT CONDITIONS INCLUDING THE CUSTOMER DESCRIBED CONDITIONS. WHEN THE CONCERN CAN BE DUPLICATED, INSPECT FOR ANY DTCS. IF A SPECIFIC CYLINDER DTC IS RECEIVED, PLEASE SWAP THE SPARK PLUG AND IGNITION COIL FROM THAT MISFIRING CYLINDER TO A KNOWN GOOD CYLINDER. IF THE MISFIRE FOLLOWS THE COMPONENT SWAP, REPLACEMENT WILL BE NECESSARY. IF THE MISFIRE DOES NOT FOLLOW THE COMPONENT SWAP, PLEASE PERFORM A RELATIVE COMPRESSION TEST. IF LOW COMPRESSION IS DISCOVERED, PERFORM A CYLINDER LEAKDOWN TEST. IF NO COMPRESSION ISSUES ARE NOTED, PERFORM THE IDS HIGH AND LOW SIDE FUEL SYSTEM TEST. IF ANY INJECTOR ISSUES ARE DISCOVERED, REPLACE THE DAMAGED INJECTOR, AND RETEST. EVEN IF NO

PE13-018 000833LC

INJECTOR ISSUES ARE NOTED, AND A CYLINDER SPECIFIC MISFIRE IS STILL PRESENT, REPLACE THE DAMAGED FUEL INJECTOR, AND REEVALUATE. ADDITIONALLY, WE HAVE ESCALATED THIS CONCERN TO THE TECHNICAL SERVICE HOTLINE'S ESCALATED HANDLING TEAM FOR ADDITIONAL REVIEW. A SERVICE ENGINEER FROM THIS TEAM WILL CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY TO PROVIDE ADDITIONAL INFORMATION AND/OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THE CUSTOMER'S CONCERN. OUR TEAM AT THE HOTLINE WILL CONTINUE TO WORK WITH YOU AND YOUR DEALERSHIP TO HELP GET THE CONCERN RESOLVED AND THE VEHICLE BACK TO THE CUSTOMER IN A TIMELY MANNER. IF WE HAVE EXHAUSTED ALL OF OUR RESOURCES AND ARE STILL UNABLE TO RESOLVE THE CUSTOMER'S CONCERN THROUGH THESE ADDITIONAL STEPS, THE HOTLINE WILL ALERT YOUR FIELD SERVICE ENGINEER BY OPENING A TECHNICAL ASSISTANCE REQUEST. PLEASE BE PREPARED TO DISCUSS ALL DIAGNOSTICS PERFORMED AND TEST RESULTS WITH THE TECHNICAL SERVICE HOTLINE SERVICE ENGINEER IN MORE DETAIL. THANK YOU IN ADVANCE.

ESCLHD 11/26/2012 05:29PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
105860655 CONSULTED DOMINIC RIDOLFI. VEHICLES CONTACT ESCALATED DUE TO THE OPEN CUDL CONTACT FOR BUYBACK. VEHICLE EXPERIENCES A UN-CONFIRMED LOSS OF POWER AFTER EXTENDED HIGHWAY DRIVING. TSB 12-10-19 HAS BEEN COMPLETED, WITH THE VEHICLE RETURNING. ADVISED DEALERSHIP TO DUPLICATE CONCERN.

REPAIR 11/26/2012 06:29PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE
OUTBOUND CALL FROM THE DEALERSHIP TO FURTHER DISCUSS THIS VEHICLES CONDITION. SPOKE WITH THE TECHNICIAN JOHN FISHER, AND THE SERVICE MANAGER LAURA DARWIN. DEALERSHIP ADVISED THAT THE CUSTOMER IS COMPLAINING ABOUT A LOSS OF POWER, AFTER EXTENDED HIGHWAY DRIVING.

ON A PREVIOUS VISIT, A DTC P0306 WAS RECEIVED. TSB 12-10-19 HAS BEEN PERFORMED, WITH THE VEHICLE RETURNING. AT THIS TIME, THE DEALERSHIP HAS NOT DUPLICATED THIS CONCERN. AFTER REVIEWING CUDL, THE CUSTOMER IS SEEKING FOR THE VEHICLE TO BE BROUGHT BACK.

- RECOMM 11/26/2012 06:29PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
JOHN AND LAURA, WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. A REPRESENTATIVE SHOULD CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY WITH ADDITIONAL INFORMATION OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.
- RECOMM 11/26/2012 06:29PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
JOHN AND LAURA, WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. A REPRESENTATIVE SHOULD CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY WITH ADDITIONAL INFORMATION OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.
- REPAIR 11/27/2012 11:10AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
AN OUT BOUND CALL WAS PLACED TO THE DEALER; SPOKE TO SERVICE MANAGER LAURA DARWIN. THE VEHICLE HAS A HESITATION AND #6 CYLINDER MISFIRE WITH ALL CAC AND PCM UPGRADES INSTALLED. THE VEHICLE HAS AN OPEN CUDL, CUSTOMER IS SEEKING THE VEHICLE BE BOUGHT BACK.
- TAR 11/27/2012 11:10AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
NOTE TO FSE: TECHNICAL ASSISTANCE HAS BEEN REQUESTED BY THE HOTLINE FOR THIS VEHICLE DUE TO THE DAYS OUT OF SERVICE AND LACK OF PROGRESS IN REPAIRING A HESITATION AND MISFIRE CONCERN. THE VEHICLE HAS A HESITATION AND #6 CYLINDER MISFIRE WITH ALL CAC AND PCM UPGRADES INSTALLED. THE VEHICLE HAS AN OPEN CUDL, CUSTOMER IS SEEKING THE VEHICLE BE BOUGHT BACK. VEHICLE HAS BEEN OUT OF SERVICE OVER 30 DAYS (2 SEPARATE DEALERS). PLEASE ASSIST THE TECHNICIAN IN RESOLVING THE VEHICLE CONCERN. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 4 ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 30
- RECOMM 11/27/2012 11:10AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
LAURA, TECHNICAL ASSISTANCE HAS BEEN REQUESTED FOR THIS VEHICLE BY THE TECHNICAL HOTLINE. THE FSE IN IN YOUR AREA WILL CONTACT THE SERVICE MANAGER OR SERVICE DIRECTOR WITHIN 1 BUSINESS DAY TO ASSIST IN REPAIRING THE VEHICLE CONCERN.

PE13-018 000835LC

REPAIR 11/27/2012 04:58PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE
 SPOKE WITH FSE DEVON WEST REGARDING THE REPEAT MISFIRE UNDER HARD ACCELERATION IN DAMP CONDITIONS. HE STATED THAT AFTER A 50 MILE ROAD TEST WITH THE CUSTOMER THE CONCERN WAS NOT ABLE TO BE DUPLICATED, HOWEVER THE CUSTOMER HAS DUPLICATED IT SINCE THE UPDATED CAC, BAFFLES AND CALIBRATION WERE INSTALLED. HE STATED THAT DUE TO THE CUSTOMER PURSUING BUYBACK A TFOAM MAY BE OPENED ON THIS CONCERN.

RECOMM 11/27/2012 04:58PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE
 DEVON, IT WOULD BE RECOMMENDED TO SWAP THE TIP (THROTTLE INLET PRESSURE) SENSOR WITH A LIKE UNIT AS WE HAVE SEEN PAST INSTANCES OF CONTAMINATION RESULTING FROM PREVIOUS CONDENSATION ISSUES. IF THE CONCERN REMAINS, MONITOR THE FRP VALUES, BYPASS VALVE AND WASTEGATE OPERATION DURING THE EVENT. IT MAY BE USEFUL TO OBTAIN A RECORDING IF POSSIBLE.

ADD-ON 11/27/2012 07:52PM DEVIN WEST(FSE) MSS - FCSD - REG - WASHINGTON
 TEST DROVE THE VEHICLE AT THE DEALER. THE CONCERN COULD NOT BE DUPLICATED ON A 50 MILE TEST DRIVE. THE CAC HAD A SMALL NORMAL AMOUNT OF OIL RESIDUE BUT NO WATER IN IT. WILL ADVISE THE DEALER TO SWAP THE TIP SENSOR. REVIEWED THE CONCERN WITH DAVE DODDS. AT THIS TIME IT IS MY RECOMENDATION THAT THE CASE BE REVIEWED FOR A DISCRETIONARY RAV BECAUSE OF THE STRONG POTENTIAL FOR LEGAL ACTION AND BECAUSE THE CUSTOMER MAY QUALIFY FOR LEMON LAW.

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: LBINGHAM
 Report Summary
Server: ECCWS686

Ford Proprietary, Private

29-Nov-2012
Retention: None

PE13-018 000836LC

05329

132011

3



INVOICE

FREEDOM FORD
7520 N. MILITARY HWY. - NORFOLK, VIRGINIA 23511
(757) 583-3673
www.freedomautomotive.com

PAGE 1

ESAPEAKE, VA

HOME:
BUS:

CONT:
CELL:

SERVICE ADVISOR: 2594 ERIC HOOPER

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes details for FORD F-150, VIN 1FTFW1ET5CF, license 19188/19192, tag TW822.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes technical notes about EEC testing and misfire.

08:42 04OCT12 10:42 12NOV12
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A CK HESTITATION AND MISFIRE WHEN ACCEL FROM A STEADY SPEED
CAUSE: EEC TESTED RETRIEVED CODE P0306 CYLINDER 6 MISFIRE DETECTED.
UPLOADED DATA RECORDER READINGS AND CHECKED FOR PROBLEMS . NO
PERTINENT INFOR
121019A TIME FOR TSB 12-10-19
9300 W (N/C)
1 BL3Z*6K775*B INTERCOOLER (N/C)
1 9L3Z*4W602*A KIT - DRIVE SHAFT BOOT REPAIR (N/C)
FC: D02 42
PART#: BL3Z*6K775*B
COUNT:
CLAIM TYPE:
AUTH CODE:
9300



PARTS: 0.00 LABOR: 0.00 TOTAL LINE A: 0.00
19192 EEC TESTED RETRIEVED CODE P0306 CYLINDER 6 MISFIRE DETECTED.
UPLOADED DATA RECORDER READINGS AND CHECKED FOR PROBLEMS . NO PERTINENT
INFORMATION ON RECORDINGS. CONTACTED
HOTLINE .TOLD TO PERFORMED TSB ONE DAY PRIOR TO
REPLACE CAC. REMOVED AND REPLACED CAC ,S PER TSB. TEST DROVE NO MISS
NOTED

B** CUSTOMER ACKNOWLEDGES RECEIVING FLIGHT DATA RECORDER AND AGREES TO BRING BACK WITH 30DAYS
NC NO CHARGE

9300 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C** CK OIL LEAKING ON TO DRIVERS SIDE FRONT WHEEL
NPF UNABLE TO DUPLICATE CONCERN OR UNABLE TO CORRECT CONCERN AT THIS TIME

9300 CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
19192 CH3ECKED FOR OIL LEAKING ON DRIVERS SIDE FRONT WHEEL. NO

LIMITED WARRANTY
We warrant our service work for 12 months or 12,000 miles whichever occurs first.
Imply warranties, if any, limited to 12 months/12,000 miles.

STATEMENT OF DISCLAIMER

Any warranty on the products sold hereby, are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

X

CUSTOMER COPY

CUSTOMER #: 905329

132011

2



INVOICE

FREEDOM FORD
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(757) 583-3673
www.freedomautomotive.com

PAGE 2

CHESAPEAKE VA

HOME:

CONT:

BUS:

ELL:

SERVICE ADVISOR: 2594 ERIC HOOPER

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: WHITEPLATTI 12 FORD F-150 1FTFW1ET5CF... 19188/19192 TW822. Row 2: DEL DATE, PROD. DATE, WARR. EXP, PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Row 3: 29MAY12 DD, 17:30 12NOV12, 0.00, CASH, 12NOV12. Row 4: R.O. OPENED, READY, OPTIONS: STK:76460 ENG:3.5 Liter GTDI TRN:A. Row 5: 08:42 04OCT12 10:42 12NOV12.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Row 1: LEAKS NOTED

D** WORKS:CHANGE OIL&FILTER,INSPECT&ROTATE 4 TIRES, INSPECT BRAKES,MULTI-POINT CK, FILL FLUIDS & AIR
WRKS WORKS:CHANGE OIL&FILTER,INSPECT&ROTATE 4 TIRES, INSPECT BRAKES,MULTI-POINT CK, FILL FLUIDS & AIR
3136 IWHI (N/C)
1 AA5Z*6714*A FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
1 7C3Z*9601*A ELEMENT ASY - AIR CLEANER (N/C)
AIR REPLACE AIR FILTER (N/C)
3136 IWHI (N/C)
PARTS: 0.00 LABOR:
19192 THE WORKS MAINTENANCE

TOTAL LINE D: 0.00
AIR FILTER



LIMITED WARRANTY
We warrant our service work for 12 months or 12,000 miles whichever occurs first, imply warranties, if any, limited to 12 months/12,000 miles.
STATEMENT OF DISCLAIMER
Any warranty on the products sold hereby, are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.
X

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

CUSTOMER COPY

CUSTOMER #: 905329

131031

6



INVOICE

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CHESAPEAKE, VA

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 2594 ERIC HOOPER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TA	
WHITEPLAT	12	FORD F-150	1FTFW1ET5CF [REDACTED]		15765/15765	TW71	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29MAY12 DD			17:30 19SEP12		0.00	CASH	21SEP12
R.O. OPENED	READY	OPTIONS: STK:76460 ENG:3.5_Liter_GTDI TRN:A					

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

A CK WHILE DRIVING AT TIMES WHEN ACCEL ENG FEELS LIKE IT IS BOGGING
DOWN AND HESITATES . CK ENG LIGHT IS CURRENTLY ON

CAUSE: EEC TESTED RETRIEVED CODS P0300 MISFIRE DETECTED AND P0306
CYLINDER 6 MISFIRE .CHECKED OASIS FOUND TSB 12-06-04 FOR
CONCERN PERFORMED TSB

120604A INSTALL CAC AIR DEFLECTOR PLATE IF
NECESSARY AND REPROGRAM

9300 W

1 CL3Z*19E672*A DEFLECTOR - AIR

FC: E40 42

PART#: CL3Z*19E672*A

COUNT:

CLAIM TYPE:

AUTH CODE:

9300

(N/C)

(N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
--------	------	--------	------	--------	------	---------------	------

15765 EEC TESTED RETRIEVED CODS P0300 MISFIRE DETECTED AND P0306
CYLINDER 6 MISFIRE .CHECKED OASIS FOUND TSB 12-06-04 FOR CONCERN
PERFORMED TSB INSTALLED SHIELD ON CAC COOLER AND PROGRAMMED PCM TOM,
LATEST CALIBRATION. CLEARED CODES

LIMITED WARRANTY

We warrant our service work for 12 months or 12,000 miles whichever occurs first.
Implied warranties, if any, limited to 12 months/12,000 miles.

STATEMENT OF DISCLAIMER

Any warranty on the products sold hereby, are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

X

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

CUSTOMER COPY

h

0001/0002

4

CAVALIER SERVICE

09/24/2012 9:52 AM FAX 7872622277

PE13-018 000840LC

PAT KELLY
 120604A
 120604A
 120604A
 120604A

INVOICE # 96096
 13873
 74083513

CAVALIER
 FORD
 LINCOLN

WHITE	12	FORD F150 PICKUP	1ETEW1ET5CE	14282	14304
29MAY12		16:00 07SEP12	109.95	CASH	07SEP12 08:02 07SEP12 15:40 07SEP12

Service Dept. Hours

Monday - Friday
 8:00 a.m. to 7:00 p.m.

Saturday
 8:00 a.m. to 5:00 p.m.

We Appreciate Your Business

...our goal is to provide service that exceeds customer expectations. We use sound business practices to ensure excellent quality and value...and, we are committed to continuous quality improvement in all aspects of our business.

A CUSTOMER STATES VEHICLE LACKS POWER, HESITATES ON ACCELERATION
 CAUSE: ROAD TEST OKAY, RAN OASIS. FOLLOWED TSB12-6-4 SERVICE PROCEDURE,
 NO DTCS, DEFLECTOR PLATE IN PLACE, RECALIBRATED PCM TO LATEST
 LEVEL, ROAD
 120604A 2011-2012 F-150 3.5L GTDI: Check DTCs,
 Install CAC Air Deflector Plate if Necessary
 And Reprogram The PCM
 339 BARRY, MICHAEL LIC#: 1204
 WAR

FC: D36 04
 PART#: RECAL
 COUNT:
 CLAIM TYPE:
 AUTH CODE:
 1204

.....14304 120604A 0.50 ROAD TEST OKAY, RAN OASIS. FOLLOWED TSB12-6-4
 SERVICE PROCEDURE, NO DTC'S, DEFLECTOR PLATE IN PLACE, RECALIBRATED PCM
 TO LATEST LEVEL, ROAD TEST OKAY. ADVISE OWNER TRANSMISSION MAY SHIFT
 FIRMER OVER NEXT SEVERAL DAYS WHILE TRANSMISSION RELEARNS SHIFT
 STRATEGY.

B CUSTOMER STATES WAS RUNNING ROUGH AT IDLE, REVVED ENGINE AND WAS
 BACKFIRING OUT OF EXHAUST
 M SEE LINE A
 339 BARRY, MICHAEL LIC#: 1204
 IS

.....14304 RELATED TO LINE A
 C PERFORM MULTI-POINT INSPECTION (2-11)
 99P PERFORM MULTI-POINT INSPECTION (2-11)
 339 BARRY, MICHAEL LIC#: 1204
 GBATT BATTERY TESTS

OWNER'S COPY

Customer labor charges are based on flat rate hours. We use standard time which is an average repair time. Actual time for a repair may be more or less than the standard average time. Where no standard time exists, we use actual time.

THE FACTORY WARRANTY COMPLETES ALL OF THE WARRANTIES EXTENDING TO THE SALE OF THIS VEHICLE. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF THIS VEHICLE.

LIMITED EXPRESS WARRANTY
 Parts found to be defective in factory-supplied material or workmanship will be repaired, replaced or recharged at Dealer's discretion for a period of twelve months or 12000 miles, whichever occurs first. Dealer does not include wear items. Dealers performance is guaranteed for ninety days or 4000 miles, whichever occurs first. Vehicle must be returned to Dealer for repair under this warranty. All labor performed and parts replaced were necessary to perform repairs unless by request of customer. Vehicle may be tested or driven after repairs. All parts are new unless otherwise specified. Remanufactured parts are recycled by us. X

LABOR AMOUNT	
PARTS AMOUNT	
GAS, OR, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

0002

CAVALIER SERVICE

08/24/2012 9:53 AM FAX 7572622277

INVOICE # 95096
 13873
 7438313

CAVALIER
 FORD
 LINCOLN

WHITE	12	FORD F150 PICKUP	1FTFW1ETCF	14292	14304
20MAY12		18.00 07SEP12	109.95	CASH	07SEP12 08-02 07SEP12 15:40 07SEP12

Service Dept. Hours

Monday - Friday
 8:00 a.m. to 7:00 p.m.

Saturday
 8:00 a.m. to 5:00 p.m.

We Appreciate Your Business

...our goal is to provide service that exceeds customer expectations. We use sound business practices to ensure excellent quality and value...and, we are committed to continuous quality improvement in all aspects of our business.

CP
 GTIRE CHECKED AND OK, 7/32 OR GREATER
 339 BARRY, MICHAEL LIC#: 1204
 CP
 , , , , 14304 PERFORMED MULTIPOINT

 THANK YOU FOR YOUR BUSINESS!

0.00 0.00
 0.00 0.00

CUSTOMER COPY

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

PE13-018 000841LC



ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-791-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

November 1, 2012

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

FREE COPY

RE: [REDACTED] v. Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: [REDACTED]
Vehicle: 2011 Ford F-150
VIN: 1FTFW1ETXBF [REDACTED]
Date of purchase: 01/06/12
Our File No.: LL12-10219

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

1. **Engine;**
2. **Transmission;**
3. **Hesitation.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, 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.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us 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 client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands 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.

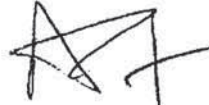
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests 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.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

A handwritten signature in black ink, appearing to be 'AS' with a stylized flourish.

Alex Simanovsky
Attorney at Law

AS/ld

CC: [REDACTED]

611 BREVARD ROAD
 P. O. BOX 1490
 ASHEVILLE, NC 28802
 PHONE: (828) 253-2731



www.ashevilleford.com

FOCP181870



FOCP181870

CUSTOMER NO. 46781	ADVISOR KEITH	TAG NO. 511	INVOICE DATE 08/22/12	INVOICE NO. FOCP181870
	LABOR RATE	LICENSE NO.	MILEAGE 5,212	COLOR BLUE FLAME
	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE		DELIVERY DATE 01/06/12	STOCK NO. 211921
ASHEVILLE, NC	VEHICLE I.D. NO. 1 F T F W 1 E T X B F		DELIVERY MILES 388	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	SELLING DEALER NO.	REPRINT# 1
	BUSINESS PHONE	COMMENTS	MO: 5212	

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
J# 1 00FOZWORKS WORKS PACKAGE			TECH(S):522		21.00
CHANGE OIL AND FILTER, ROTATE TIRES, TOP OFF FLUIDS AND PERFORM MULTIPOINT INSPECTION					
PARTS					
JOB # 1	1	PKFL500-6	OIL AND FILTER	5.95	5.95
JOB # 1	1	FL-500-S	FILTER 356106	3.10	18.60
JOB # 1	6	XO-5W20-BSP	BULK MO 498179		24.55
				JOB # 1 TOTAL PARTS	24.55
				JOB # 1 TOTAL LABOR & PARTS	45.55
J# 2 00FOZ99P MULTI POINT INSPEC.			TECH(S):522		0.00
MULTI-POINT INSPECTION - FILL OUT REPORT CARD - MULT-POINT INSPECTION PERFORMED MULTI-POINT INSPECTION AND FILLED OUT REPORT CARD					
PARTS					
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00
J# 3+00FOZGTIRE GREEN			TECH(S):522		0.00
TIRES OK AT THIS TIME TIRES OK TIRES OK					
PARTS					
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00
J# 4+00FOZGBK BRAKES OK			TECH(S):522		0.00
BRAKES OK AT THIS TIME OK BRAKES OK					
PARTS					
				JOB # 4 TOTAL PARTS	0.00
				JOB # 4 TOTAL LABOR & PARTS	0.00
J# 5+00FOZGBATT GREEN BATTERY CHECK			TECH(S):522		0.00
BATTERY TESTS GOOD AT THIS TIME BATTERY TESTS IN GOOD RANGE AT THIS TIME					
PARTS					
				JOB # 5 TOTAL PARTS	0.00
				JOB # 5 TOTAL LABOR & PARTS	0.00

The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

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Thank You,
ASHEVILLE FORD

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The Reynolds and Reynolds Company ERMANTREE
 878-4329 Q (08/10)

611 BREVARD ROAD
P. O. BOX 1490
ASHEVILLE, NC 28802
PHONE: (828) 253-2731



www.ashevilleford.com

FOCP181870



FOCP181870

CUSTOMER NO. 46781	ADVISOR KEITH	TAG NO. 511	INVOICE DATE 08/22/12	INVOICE NO. FOCP181870
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 5,212	COLOR BLUE FLAME
ASHEVILLE, NC	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE	DELIVERY DATE 01/06/12	DELIVERY MILES 388	STOCK NO. 211921
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ETXB	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O.	R.O. DATE 08/22/12	REPRINT# 1
[REDACTED]	BUSINESS PHONE	COMMENTS	MO: 5212	

TOTALS.....

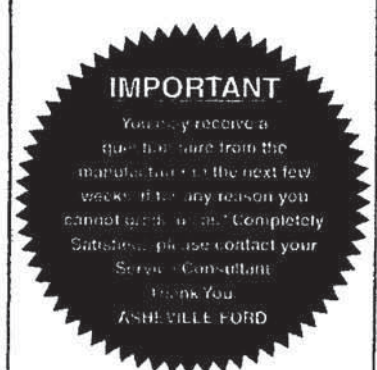
* NEXT RECOMMENDED SERVICE: *
* 09/26/2012 / 6000 MI 01FOZ006 *

*****	TOTAL LABOR....	21.00
* [] CASH [] CHECK CK NO. [] *	TOTAL PARTS....	24.55
* [] VISA [] MASTERCARD [] DISCOVER *	TOTAL SUBLET...	0.00
* [] AMER XPRESS [] OTHER [] CHARGE *	TOTAL G.O.G....	0.00
*****	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	1.72
	TOTAL INVOICE \$	47.27

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE _____

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FOCS181578



FOCS181578

CUSTOMER NO. 46781	ADVISOR TRENT	517	TAG NO. 1284	INVOICE DATE 09/17/12	INVOICE NO. FOCS181578
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 9,632	COLOR BLUE FLAME	STOCK NO. 211921
ASHEVILLE, NC	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			DELIVERY DATE 01/06/12	DELIVERY MILES 388
[REDACTED]	VEHICLE I.D. NO. 1 F T F W 1 E T X B F			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 08/16/12		
[REDACTED]	BUSINESS PHONE	COMMENTS			

MO: 11015

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
J# 1 40FOZ01 BRAKE CONCERN CUSTOMER STATES IF VEHICLE SITS OVER WEEKEND OR SEVERAL DAYS ONCE RESTARTED AND MOVING FORWARD AFTER BACKING UP, BRAKES SEEM TO GRAB AND TRY TO HOLD VEHICLE. CHECK AND ADVISE LET SIT OVER WEEKEND COULD NOT DUPLICATE CONCERN TECH(S):496				0.00
PARTS-----				
			JOB # 1 TOTAL PARTS	0.00
			JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2 10FOZ DRIVEABILITY CUSTOMER STATES VEHICLE FEELS LIKE IT IS MISSING IN THE CYLINDERS, ESPECIALLY WHEN INCREASING SPEED ON SLIGHT INCLINES OR GRADUATIONS ON THE HIGHWAY AT HIGHWAY SPEEDS. CHECK AND ADVISE IDS TEST FOUND MISFIRE DATA IN PCM PERFORM TSB 12 06 04 INSTALL DEFLECTOR TECH(S):524				WARRANTY
PARTS-----				
JOB # 2	1	CL3Z-19E672-A	DEFLECT 635509	WARRANTY 0.00
			JOB # 2 TOTAL PARTS	0.00
			JOB # 2 TOTAL LABOR & PARTS	0.00
J# 3 10FOZ01 DRIVEABILITY CONCERN CUSTOMER STATES SOMETIMES THE TRUCK ON ACCELERATION FEELS LIKE THE DRIVELINE HESITATES AND THEN SUDDENLY THERE IS HARD SHIFT THAT FEELS LIKE A BANG. CHECK AND ADVISE FOUND TSB 12 02 16 REPROGRAM PCM TECH(S):524				WARRANTY
PARTS-----				
			JOB # 3 TOTAL PARTS	0.00
			JOB # 3 TOTAL LABOR & PARTS	0.00
J# 4 00FOZ99P MULTI POINT INSPEC. MULTI-POINT INSPECTION - FILL OUT REPORT CARD - MULTI-POINT INSPECTION PERFORMED MULTI-POINT INSPECTION AND FILLED OUT REPORT CARD TECH(S):524				0.00
PARTS-----				
			JOB # 4 TOTAL PARTS	0.00
			JOB # 4 TOTAL LABOR & PARTS	0.00
J# 5+51FOZ BODY ELECTRICAL CUST STATES DRIVERS SEAT SLIDING FORWARD TO REAR MOTOR MAKES A WHEE NOISE WHEN MOVING NO PLAY FOUND IN SEAT ONLY NOISE HEARD WAS FROM MOTORS NORMAL AT THIS TIME TECH(S):524				0.00
PARTS-----				
			UNIT PRICE	

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FOWS181578



FOWS181578

CUSTOMER NO. 46781	ADVISOR TRENT	517	TAG NO. 1284	INVOICE DATE 09/18/12	INVOICE NO. FOWS181578
	LABOR RATE	LICENSE NO.	MILEAGE 9,632	COLOR BLUE FLAME	STOCK NO. 211921
ASHEVILLE, NC	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			DELIVERY DATE 01/06/12	DELIVERY MILES 388
	VEHICLE ID. NO. 1 F T F W 1 E T X B F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/16/12		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 11015

JOB# 2 CHARGES-----

LABOR-----
 J# 2 10FOZ DRIVEABILITY HOURS: 0.50 TECH(S):524 41.91
 CUSTOMER STATES VEHICLE FEELS LIKE IT IS MISSING IN THE CYLINDERS, ESPECIALLY WHEN INCREASING SPEED ON SLIGHT INCLINES OR GRADUATIONS ON THE HIGHWAY AT HIGHWAY SPEEDS. CHECK AND ADVISE. *pdj*
 IDS TEST FOUND MISFIRE DATA IN PCM PERFORM TSB 12 06 04
 INSTALL DEFLECTOR

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
	1	CL3Z-19E672-A	DEFLECT 635509	7.17	7.17	10.04	10.04
COST TOTAL				7.17	7.17		
TOTAL - PARTS							10.04

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JOB# 2 TOTALS-----
 LABOR 41.91
 PARTS 10.04
 JOB# 2 JOURNAL PREFIX FOWS JOB# 2 TOTAL 51.95

JOB# 3 CHARGES-----

LABOR-----
 J# 3 10FOZ01 DRIVEABILITY CONCERN HOURS: 0.40 TECH(S):524 33.52
 CUSTOMER STATES SOMETIMES THE TRUCK ON ACCELERATION FEELS LIKE THE DRIVELINE HESITATES AND THEN SUDDENLY THERE IS HARD SHIFT THAT FEELS LIKE A BANG. CHECK AND ADVISE
 FOUND TSB 12 02 16 REPROGRAM PCM

JOB# 3 TOTALS-----
 LABOR 33.52
 JOB# 3 JOURNAL PREFIX FOWS JOB# 3 TOTAL 33.52

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COMMENTS-----
 DELETED OPERATION(S)
 70FOZ03 RENTAL

R/O TAX 0.00
 R/O TOTALS 85.47

WARRANTY CLAIM DETAIL TOTALS-----

CLAIM#	TOTAL
	201.95
	33.52
CLAIM TOTALS	235.47

APPROVED BY SIGNATURE _____
 DCS AUDIT SLIP-----
 DCS DATA FILE: FDLWWF.007

PAID
 Per 20195
 +150^w esp
 weane
 -33⁵²
 Service

The Reynolds and Reynolds Company ERANTIVE SF63029 0 09/10

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FOWS181578



FOWS181578

CUSTOMER NO. 46781	ADVISOR TRENT	TAG NO. 517 1284	INVOICE DATE 09/18/12	INVOICE NO. FOWS181578
	LABOR RATE	LICENSE NO.	MILEAGE 9,632	COLOR BLUE FLAME
	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			STOCK NO. 211921
ASHEVILLE, NC	VEHICLE I.D. NO. 1 F T F W 1 E T X B F			DELIVERY DATE 01/06/12
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/16/12	DELIVERY MILES 388
	BUSINESS PHONE	COMMENTS		
		MO: 11015		

RO NUMBER: 181578 REPAIR NUMBER: 02 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FTFW1ETXBF
REPAIR DATE: 08/16/2012
DISTANCE: 9632 LICENSE STATE: NC
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 6130 VEH LICENSE:
DISCOUNT PCT:
PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: D36 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 42

APPROVAL CODE 1: DDDTA
APPROVAL CODE 2:

LINE NO.	PART NUMBER	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001	6K775	.00	X	.00	
	EXT. PART AMT WITH MARKUP:	.00			
002	CL3Z 19E672 A	1.00		.00	
	EXT. PART AMT WITH MARKUP:	10.04			

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR #	HOURS	LABOR RATE	LABOR AMOUNT
001	120604A	2431			.5	83.81	41.91

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
01	LOANER	005	.0		150.00

CUSTOMER COMMENTS

CUSTOMER STATES VEHICLE FEELS LIKE IT IS MISSING IN THE CYLINDERS, ESPECIALLY WHEN INCREASING SPEED ON SLIGHT INCLINES OR GRADUATIONS ON THE HIGHWAY AT HIGHWAY

EN INCREASING SPEED ON SLIGHT INCLINES 0

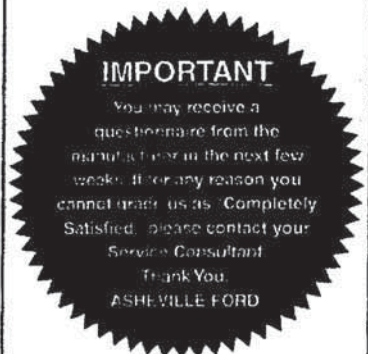
TECH/DLR WRITER COMMENTS

IDS TEST FOUND MISSFIRE DATA IN PCM PERFORM TSB 12 06 04 INSTALL DEFLECTOR CUSTOMER HAS HAD ONGOING ISSUE WITH THIS CONCERN CLAIM IS OVER 1 MONTH OLD FROM TRYING TO FIX THIS CONCERN 3 TIMES

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: 10.04
PARTIAL PARTS INDICATOR=
TOTAL LABOR: 41.91
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 150.00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: .00
TOTAL REPAIR: 201.95
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

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FOWS181578



FOWS181578

CUSTOMER NO. 46781	ADVISOR TRENT	TAG NO. 517	1284	INVOICE DATE 09/18/12	INVOICE NO. FOWS181578
	LABOR RATE	LICENSE NO.	9,632	COLOR BLUE FLAME	STOCK NO. 211921
ASHEVILLE, NC	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE		DELIVERY DATE 01/06/12	DELIVERY MILES 388	
	VEHICLE I.D. NO. 1 F T F W 1 E T X B F		SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	P.O. NO.	R.O. DATE 08/16/12		
BUSINESS PHONE	COMMENTS		MO: 11015		

DCS AUDIT SLIP

DCS DATA FILE: FDLMMF.007

RO NUMBER: 181578 REPAIR NUMBER: 03 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FTFW1ETXBF
REPAIR DATE: 08/16/2012
DISTANCE: 9632 LICENSE STATE: NC
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 6130 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: P66 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 04

APPROVAL CODE 1: DDDTA
APPROVAL CODE 2:

LINE NO.	PART NUMBER	CAUSAL EXCLUDE	CORE AMOUNT	INV NO.
001	RECALEM	.00 X	.00	
EXT. PART AMT WITH MARKUP:		.00		

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	120216A	2431			.4	83.81	33.52

CUSTOMER COMMENTS
CUSTOMER STATES SOMETIMES THE TRUCK ON ACCELERATION FEELS LIKE THE DRIVELINE HESITATES AND THEN SUDDENLY THERE IS HARD SHIFT THAT FEELS LIKE A BANG. CHECK AND A

ITATES AND THEN SUDDENLY THERE IS HARD S
TECH/DLR WRITER COMMENTS
FOUND TSB 12 02 16 REPROGRAM PCM

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR: 33.52
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: .00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: .00
TOTAL REPAIR: 33.52
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

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FOWS183535



FOWS183535

CUSTOMER NO. 46781	ADVISOR BYRON	TAG NO. 544 1125	INVOICE DATE 09/27/12	INVOICE NO. FOWS183535
[REDACTED] ASHEVILLE, NC [REDACTED] [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 11,208	COLOR BLUE FLAME
	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			STOCK NO. 211921
	VEHICLE I.D. NO. 1 F T F W 1 E T X B F [REDACTED]			DELIVERY DATE 01/06/12
RESIDENCE PHONE		BUSINESS PHONE		DELIVERY MILES 388
COMMENTS			SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE 09/24/12	
				MO: 11218

JOB# 1 CHARGES

LABOR
 J# 1 10FOZ DRIVEABILITY HOURS: 0.50 TECH(S):524 **41.91**
 C/S HESITATION/MISS WHILE DRIVING ADVISE PRIOR REPAIRS
 COULD NOT DUPLICATE CONCERN NO MISFIRE DATA IN MODE 6 CAC
 DEFLECTOR IS INSTALLED AND PCM IS AT LATEST CALIBRATION HOT
 LINE ADVISED THAT ENGINEERING IS IN THE PROCESS OF VALIDATING
 A REPAIR FIX FOR CAC CONDENSATION BUT NO RELEASE DATE HAS
 BEEN PROVIDED WILL MONITOR OASIS TO WATCH NOTE, INSTALLED
 DUCT TAPE BEHIND DEFLECTOR ON CAC TO PREVENT AIR FROM GOING
 UNDER DEFLECTOR ADVISED ON THIS REPAIR PER OUR REGIONAL FSE
 RUSS PRYOR FORD ENGINEER

PARTS	QTY	FP	NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
	1		OSP-TAPE		7.99	7.99	10.44
COST TOTAL					7.99		
TOTAL - PARTS							10.44

JOB# 1 TOTALS

LABOR	41.91
PARTS	10.44
JOB# 1 JOURNAL PREFIX FOWS	
JOB# 1 TOTAL	52.35
R/O TAX	0.00
R/O TOTALS	52.35

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
[REDACTED]	131.91
CLAIM TOTALS	131.91

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PAID

Per 143¹⁰
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 IAP
 01-13191
 + 90^w ESP
 + 1119 Loan

+75^d
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Boose
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FOWS183535



FOWS183535

CUSTOMER NO. 46781	ADVISOR BYRON	TAG NO. 544	1125	INVOICE DATE 09/27/12	INVOICE NO. FOWS183535
	LABOR RATE	LICENSE NO.	MILEAGE 11,208	COLOR BLUE FLAME	STOCK NO. 211921
ASHEVILLE, NC	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			DELIVERY DATE 01/06/12	DELIVERY MILES 388
	VEHICLE I.D. NO. I F T F W I E T X B F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 09/24/12	
	BUSINESS PHONE	COMMENTS			
					MO: 11218

DCS AUDIT SLIP-----
 DCS DATA FILE: FDLWWF.225

RO NUMBER: 183535 REPAIR NUMBER: 01 REPAIR TYPE: 1
 CAUSAL PART FOUND FLAG: N
 VIN: 1FTFWIETXBF
 REPAIR DATE: 09/24/2012
 DISTANCE: 11208 LICENSE STATE: NC
 DISTANCE INDICATOR: M DRIVER COMPANY NAME:
 DRIVER NAME/CARD ID#:
 SERVICE WRITER ID: 4892 VEH LICENSE:
 DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
 CUSTOMER CONCERN CODE: D41 DEALER PARTICIPATION: .00
 CONDITION/DEFECT CODE: 42

APPROVAL CODE 1:
 APPROVAL CODE 2:

LINE NO.	PART NUMBER	CAUSAL EXCLUDE	CORE AMOUNT	INV NO.
001	6K775	.00 X	.00	
EXT. PART AMT WITH MARKUP: .00				

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	MT6K775	2431			.5	83.81	41.91

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
01	LOANER	003	.0		90.00

CUSTOMER COMMENTS
 C-S HESITATION-MISS WHILE DRIVING ADVISE PRIOR REPAIRS

TECH/DLR WRITER COMMENTS
 COULD NOT DUPLICATE CONCERN NO MISFIRE DATA IN MODE 6 CAC DEFLECTOR IS INSTALLED AND PCM IS AT LATEST CALIBRATION HOT LINE ADVISED THAT ENGINEERING IS IN THE PROCESS OF VALIDATING A REPAIR FIX FOR CAC CONDENSATION BUT NO RELEASE DATE HAS BEEN PROVIDED WILL MONITOR OASIS TO WATCH NOTE, INSTALLED DUCT TAPE BEHIND DEFLECTOR ON CAC TO PREVENT AIR FROM GOING

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
 PARTIAL PARTS INDICATOR=
 TOTAL LABOR: 41.91
 PARTIAL LABOR INDICATOR=
 TOTAL MISC EXPENSES: 90.00
 CUSTOMER PARTICIPATION: .00
 DEALER PARTICIPATION: .00
 TOTAL REPAIR: 131.91
 PARTIAL REPAIR INDICATOR=

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FOWS183535



FOWS183535

CUSTOMER NO. 46781	ADVISOR BYRON	544	TAB NO. 1125	INVOICE DATE 09/27/12	INVOICE NO. FOWS183535
[REDACTED] ASHEVILLE, NC [REDACTED] [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 11,208	COLOR BLUE FLAME	STOCK NO. 211921
	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			DELIVERY DATE 01/06/12	DELIVERY MILES 388
	VEHICLE I.D. NO. 1 F T F W 1 E T X B F [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		P.O. NO.	R.O. DATE 09/24/12	
R [REDACTED]	BUSINESS PHONE	COMMENTS			MO: 11218

PARTIAL REPAIR MESSAGE=

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FOCS183535



FOCS183535

CUSTOMER NO. 46781	ADVISOR BYRON	TAG NO. 544 1125	INVOICE DATE 09/26/12	INVOICE NO. FOCS183535
	LABOR RATE	LICENSE NO.	MILEAGE 11,208	COLOR BLUE FLAME
	YEAR / MAKE / MODEL 11/FORD TRUCK/F150 PICKUP/STYLESIDE			STOCK NO. 211921
ASHEVILLE, NC	VEHICLE I.D. NO. 1 F T F W 1 E T X B F			DELIVERY DATE 01/06/12
	R.T.E. NO.	P.O. NO.	R.O. DATE 09/24/12	DELIVERY MILES 388
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		
		MO: 11218		

LABOR & PARTS	DRIVEABILITY	TECH(S):524	WARRANTY
J# 1 10FOZ	C/S HESITATION/MISS WHILE DRIVING ADVISE PRIOR REPAIRS		
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-			
JOB # 1 1 OSP-TAPE		JOB # 1 TOTAL PARTS	0.00
		JOB # 1 TOTAL LABOR & PARTS	0.00
TOTALS-----			

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE _____

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In Rental

616775

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Additional Comments

Request Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20096301
Status	Closed
Currently assigned to	RPRYOR2
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	LaShawn Rudolph
Primary contact's phone number	313.845.2881
Primary contact's email address	lrudolp1@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	ASHEVILLE FORD LINCOLN
P&A Code	09837
Facing Region (SDR separate from Contact Regions)	S2 - CHARLOTTE
Geographic Region (SDR combined with Contact Region)	S2 - CHARLOTTE
FCSD Sales Zone	A01
FCSD Technical Zone	T09
VIN	1FTFW1ETXBF [REDACTED]
Vehicle year/model	2011 F-150
Vehicle mileage	11,208

Repair Order (R.O) #	
Customer Name	Joseph Kindley
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE assistance needed for final repair attempt. Customer complaints are engine, trans, and hesitation. Must be completed by 2/22/13. Contact LaShawn Rudolph at 313.845.2881 lrudolp1@ford.com ---Updated By---MCOLFESC--02/15/2013 03:14:29 PM--
GCQIS Comments	
FSE Comments	Offering La Shawn either April 4th a Thurs at 9AM..or...April 10 a Weds at 9AM ---Updated By---JSAPIELA--02/19/2013 10:58:20 AM-- I will be at the dealer for inspection on 2-22-2013 to inspect unit operation. Confirmed with dealer and customer on 2-19-2013. ---Updated By---RPRYOR2--02/21/2013 01:48:47 PM--
Initial Contact Date	2/19/2013
Person Contacted	dealer
Dealership visit planned?	Yes
Visit date, if planned	2/22/2013
Did Visit Occur?	Yes
Concern Summary for Technical Assistance Contact Report	Preformed inspection. ---Updated By---RPRYOR2--02/25/2013 11:43:04 PM--
Inspection Comments for Technical Assistance Contact Report	Preformed inspection. ---Updated By---RPRYOR2--02/25/2013 11:43:04 PM--
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	Preformed inspection. ---Updated By---RPRYOR2--02/25/2013 11:43:04 PM--
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	N/A
Total hours spent on request	8.0
Created by	MCOLFESC
Created date	02/15/2013 03:14:29 PM EST
Last Revised by	RPRYOR2
Last revised date	02/25/2013 11:43:11 PM EST

This e-mail notification has been generated by: RPRYOR2
Thank you..

Server: AWS Prod
 Claims loaded through: 08-NOV-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 09-NOV-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ETXBF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	02-06- AUG-2011	JAN-2012	121663	USA 8	1F01 *		6K775	*	F04	S11	V52	D36	42	
AWS Claim Key:	<u>5024430</u>	Doc #: 18157802	Trx Code: S07	Labor Hrs: 5	Labor Cost: 41.91	Material Cost: 10.04	Total Cost: 201.95																
Dir Cd-Sub Cd:	09837-*	Name: ASHEVILLE FORD LINCOLN	Ph: 828-2532731	St: NC	Ctry Cd: USA	Reg Cd: NA	Repr Date: 16-AUG-2012	DIST(Mile): 9632															
Cust Comments:	CUSTOMER STATES VEHICLE FEELS LIKE IT IS MISSING IN THE CYLINDERS, ESPECIALLY WHEN INCREASING SPEED ON SLIGHT INCLINES OR GRADUATIONS ON THE HIGHWAY AT HIGHWAY SPEEDS. CHECK AND ADVISE																						
Tech Comments:	IDS TEST FOUND MISSFIRE DATA IN PCM PERFORM TSB 12 06 04 INSTALL DEFLECTOR CUSTOMER HAS HAD ONGOING ISSUE WITH THIS CONCERN CLAIM IS OVER 1 MONTH OLD FROM TRYING TO FIX THIS CONCERN 3 TIMES																						
1FTFW1ETXBF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	02-06- AUG-2011	JAN-2012	121663	USA 8	2G05 *		RECALEM *		F04	S11	V48	P66	04	
AWS Claim Key:	<u>5063964</u>	Doc #: 18157803	Trx Code: S07	Labor Hrs: 0	Labor Cost: 0	Material Cost: 0	Total Cost: 0																
Dir Cd-Sub Cd:	09837-*	Name: ASHEVILLE FORD LINCOLN	Ph: 828-2532731	St: NC	Ctry Cd: USA	Reg Cd: NA	Repr Date: 16-AUG-2012	DIST(Mile): 9632															
Cust Comments:	CUSTOMER STATES SOMETIMES THE TRUCK ON ACCELERATION FEELS LIKE THE DRIVELINE HESITATES AND THEN SUDDENLY THERE IS HARD SHIFT THAT FEELS LIKE A BANG. CHECK AND ADVISE																						
Tech Comments:	FOUND TSB 12 02 16 REPROGRAM PCM																						
1FTFW1ETXBF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	02-06- AUG-2011	JAN-2012	121663	USA 9	1F01 *		6K775	*	F04	S11	V52	D41	42	
AWS Claim Key:	<u>5149262</u>	Doc #: 18353501	Trx Code: S07	Labor Hrs: 5	Labor Cost: 41.91	Material Cost: 11.19	Total Cost: 143.1																
Dir Cd-Sub Cd:	09837-*	Name: ASHEVILLE FORD LINCOLN	Ph: 828-2532731	St: NC	Ctry Cd: USA	Reg Cd: NA	Repr Date: 24-SEP-2012	DIST(Mile): 11208															
Cust Comments:	C S HESITATION MISS WHILE DRIVING ADVISE PRIOR REPAIRS																						

PE13-018 000858LC

Tech Comments:

COULD NOT DUPLICATE CONCERN NO MISFIRE DATA IN MODE 6 CAC DEFLECTOR IS INSTALLED AND PCM IS AT LATEST CALIBRATION
HOT LINE ADVISED THAT ENGINEERING IS IN THE PROCESS OF VALIDATING A REPAIR FIX FOR CAC CONDENSATION BUT NO RELEASE
DATE HAS BEEN PROVIDED WILL MONITOR OASIS TO WATCH NOTE, INSTALLED DUCT TAPE BEHIND DEFLECTOR ON CAC TO PREVENT
AIR FROM GOING

Any comments? You can contact



webmaster



IN THE CIRCUIT COURT OF ST. CHARLES COUNTY, MISSOURI
ELEVENTH JUDICIAL CIRCUIT

██████████
St. Peters, MO ██████████

Plaintiff,

vs.

FORD MOTOR COMPANY,
The Corporation Company
120 S. Central Ave.
Clayton, MO 63105

Defendant.

Case No.

Division No.

PETITION

NOW COMES the Plaintiff, ██████████ by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, ██████████ ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Missouri.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Missouri, County of St. Charles, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including LOU FUSZ FORD ("Seller"). Manufacturer does business in all counties of the State of Missouri

including St. Charles County, and maintains offices in the County of St. Charles, State of Missouri.

BACKGROUND

3. On or about July 25, 2011 Plaintiff purchased from Seller a 2011 Ford F-150 ("F-150"), manufactured by Manufacturer, Vehicle Identification No. IFTFW1ET0BF [REDACTED] for valuable consideration (See Plaintiff's purchase contract, attached hereto as Exhibit "A").

4. The price of the F-150, excluding registration charges, document fees and sales tax, and excluding other collateral charges, such as bank and finance charges, totaled approximately \$35,708.78.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the F-150 cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the F-150, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year 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.

7. On or about July 25, 2011, Plaintiff took possession of the F-150 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the F-150.

8. The defects described below violate the Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the F-150 to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the F-150 has been subject to repair on at least four (4) occasions for the same defects, and that the defects remain uncorrected.

11. Plaintiff brought the F-150 to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by illumination of the check engine light, lack of power, poor fuel mileage, hiss noise from turbo during light acceleration and engine misfiring;
- b. Defective brakes as evidenced by stiff brake pedal;
- c. Defective steering/suspension as evidenced by severe vibration in vehicle; and
- d. Any additional complaints made by Plaintiff, whether or not they are contained in your company's records or on any dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the F-150.

13. After a reasonable number of attempts to cure the defects in Plaintiff's F-150, Manufacturer was unable and/or failed to repair the defects, as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the F-150's safety and reliability, and said defects have substantially impaired the value of the F-150 to Plaintiff.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the F-150.

16. As a result of these defects, Plaintiff revoked his acceptance of the F-150 in writing.

17. At the time of revocation, the F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

18. Defendant refused Plaintiff's demand for revocation and refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The F-150 remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

20. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable F-150.

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

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiff is a purchaser of a consumer product who received the F-150 during the duration of a written warranty period applicable to the F-150 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. (“Warranty Act”) is applicable to Plaintiff’s Complaint in that the F-150 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff’s purchase of the F-150 was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the F-150 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the F-150 in the event that the F-150 failed to meet the specifications set forth in Manufacturer’s Warranty.

27. Manufacturer’s warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the F-150 to Plaintiff.

28. Said purchase of Plaintiff’s F-150 was induced by, and Plaintiff relied upon, Manufacturer’s written warranty.

29. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer’s written warranty

30. As a direct and proximate result of Manufacturer’s failure to comply with its written warranty, Plaintiff has 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), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

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

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The F-150 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

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

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

36. Pursuant to 15 U.S.C. §2308, Plaintiff's F-150 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the F-150 was intended.

37. The F-150 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the F-150 contained in the contracts and labels.

38. The above described defects in the F-150 render the F-150 unmerchantable and thereby not fit for the ordinary purpose for which the F-150 was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the F-150.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT III
BREACH OF MISSOURI'S "LEMON LAW", V.A.M.S SEC. 407.560 et seq.
DEFENDANT MANUFACTURER

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

42. Plaintiff is a consumer who purchased a new motor vehicle, i.e. the F-150, along with an express warranty, from Manufacturer.

43. Plaintiff's new motor vehicle did not conform to all applicable express warranties.

44. Plaintiff reported the nonconformities to the manufacturer, or its agent, during the term of the applicable express warranty, or during the period of one year following the original delivery of the new motor vehicle to the Plaintiff.

45. The manufacturer, through its authorized dealer or its agent, could not conform Plaintiff's new motor vehicle to any applicable express warranty after a reasonable number of repair attempts.

46. The nonconformities substantially impair the use, market value, and/or safety of the new motor vehicle.

47. The nonconformities are not the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.

48. Plaintiff's claim was not filed in bad faith.

49. The same nonconformities in Plaintiff's vehicle have been subject to repair and out of service for more than thirty days, and such nonconformities continue to exist.

WHEREFORE, Plaintiffs prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Replacement of Plaintiff's F-150 with a comparable new motor vehicle;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,



By:

A handwritten signature in black ink, appearing to read "Adam C. Maxwell".

Adam C. Maxwell
Missouri Bar No. 62103

KROHN & MOSS, LTD.
Attorneys for Plaintiff
10 N. Dearborn St., 3rd Floor
Chicago, IL 60602
(312) 578-9428

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET0BF [REDACTED] Year: 2011 Model: F-SERIES Case: 586640272
 Name: [REDACTED] Owner Status: Original WSD: 2011-07-25
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
 Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 8716 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
 Action Date: 02/22/2012 Action Time: 16.05.13.923 Action Data: No

Comments NEW CASE: FRD1213224. REPRESENTED BY ADAM C. MAXWELL OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: ENGINE/ELECTRICAL,ENGINE,ELECTRICAL,TRANSMISSION,FUEL SYSTEM,BRAKES,SUSPENSION.

Action: FIELD E-MAIL SENT - DRP
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 02/27/2012 Action Time: 10.01.58.374 Action Data: No

Comments NEW BBB CASE OPEN--INITIAL REPORT REQUESTS SENT TO SM'S AT LOU FUSZ FORD, BOMMARITO FORD AND SUNTET AUTO--CSM WENDY GRISSOM -EISENHAUR--TFOAM OPENED FOR REPORT OF ANY FSE CONTACT WITH CASE

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 02/27/2012 Action Time: 10.22.43.803 Action Data: No

Comments OFFER AS SENT TO BBB:FORD MOTOR COMPANY WOULD LIKE TO OFFER MR. KONARSKI AN INSPECTION OF THE VEHICLE FOR THE CURRENT CONCERNS LISTED ON THE CUSTOMER CLAIM FORM (CCF) BY A FORD FIELD SERVICE ENGINEER (FSE). THIS WOULD BE A FMC EMPLOYEE RATHER THAN A TECHNICIAN FROM THE LOCAL DEALERSHIP. THE FSE IS SPECIALLY TRAINED TO DIAGNOSE DIFFICULT ISSUES AND IS KEPT APPRISED OF THE LATEST REPAIRS, ESPECIALLY ON THOSE ISSUES DIFFICULT TO RESOLVE. THE FSE WILL DETERMINE IF ANY REPAIRS ARE NECESSARY AND THE WARRANTY STATUS OF THE REPAIR. IF WARRANTABLE, THE FSE WILL DIRECT THE APPROPRIATE REPAIR UNDER FORD WARRANTY AND POLICY GUIDELINES.

Action: CUST DECLINED SETTLEMENT OFFER
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72

Action Date: 02/29/2012 Action Time: 09.54.08.406 Action Data: No

Comments CUSTOMER DECLINED SETTLEMENT OFFER

Action: COMPANY REPORT SUBMITTED
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 03/01/2012 Action Time: 10.14.54.640 Action Data: Yes

Comments MANUFACTURER'S RESPONSE FORM (MRF) SENT TO BBB MAIN FAX

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD REGION RESPONDED TO DSB E-MAIL (Y/N)	NO
	NO

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 03/01/2012 Action Time: 13.20.29.609 Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM LOU FUSZ FORD---THANK YOU!

Data Element Name	Data Value
DATE PAPERWORK REC'D	03-01-2012

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 8716 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 03/05/2012 Action Time: 15.41.47.956 Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECIEVED FROM BOMMARITO FORD---THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	02-27-2012

Action: OPEN - CABBB CASE ELIGIBLE
 Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 8716 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3

Action Date: 03/08/2012 Action Time: 21.05.16.250 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: BETTER BUSINESS BUREAU
Odometer: 8716 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 03/13/2012 Action Time: 21.05.12.373 Action Data: No

Comments HEARING SCHEDULED ON 03/14/12 AT 10AM

Action: ARBITRATION DECISION-DENIAL
Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: BETTER BUSINESS BUREAU
Odometer: 8716 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 03/27/2012 Action Time: 21.05.14.048 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION
Dealer: 08136 ENTERPRISERENT A CAR Origin Desc: BETTER BUSINESS BUREAU
Odometer: 8716 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 04/04/2012 Action Time: 11.05.17.067 Action Data: Yes

Comments DATE OF REJECTION 04/03/12 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	04/03/12

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTEW1ET0BF [REDACTED] Year: 2011 Model: F-SERIES Case: 586640272
 Name: [REDACTED] Owner Status: Original WSD: 2011-07-25
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FIN ASSIST - OBC Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 01/30/2012

Action: FIELD - OPEN REGION ISSUE
 Dealer: 08198 SUNSET AUTO CO INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8100 MI Comm Type: PHONE
 Analyst Name: GRISSOM-EISENHAUER,WENDY Analyst: WGRISSO2
 Action Date: 01/30/2012 Action Time: 13.41.44.990 Action Data: No

Comments CSM WENDY EXT 77748. **SEE HISTORICALS** PREVIOUS CASE OPENED IN CORRECTLY. CUST SAYS---4TH TIME OVER A MONTH TO THE DLR-NEW TUBOS CHAGER-CAT COVER-FUEL PUMP-30 DAY IN THE SHOP ONE TIMEAND NOW A WEEK THIS TIME-- DLR--SUNSET AUTO CO INC 11700 GRAVOIS RDST LOUIS, MO 63127 TEL:(314) 472-7109FAX:(314) 467-1266*** HAS BEEN TO 2 OTHER DLR FOR WORK AS WELL***-- CSR ADVISED---'I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS

Action: CREATE FOLLOW UP
 Dealer: 08198 SUNSET AUTO CO INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8100 MI Comm Type: PHONE
 Analyst Name: GRISSOM-EISENHAUER,WENDY Analyst: WGRISSO2
 Action Date: 01/30/2012 Action Time: 15.00.32.265 Action Data: Yes

Comments OBC TO DLR, SPOKE WITH SM JUSTIN. SM ADVISED THAT VEHICLE IS CURRENTLY AT DLRSH, SINCE JAN. 24. DLR UNSURE OF CUSTOMER'S CONCERNS TO CALL CCT; HOWEVER, PREVIOUS CONCERNS INCLUDE ECO BOOST ENGINE-RELATED - MISFIRE CONDITIONS, ETC.

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-31-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
 Dealer: 08198 SUNSET AUTO CO INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8100 MI Comm Type: PHONE
 Analyst Name: BAUTEL (BAUTEL),ANDREW Analyst: ABAUTEL
 Action Date: 01/31/2012 Action Time: 16.36.27.469 Action Data: Yes

Comments CSM ANDREW XT 77789 - OBC TO CUSTOMER. ADVISED THAT VEHICLE HAS HAD A LOSS OF POWER, FUEL ECONOMY, AND IT MISFIRES. VEHICLE HAS BEEN DOWN FOR OVER A MONTH. ADVISED THAT HE WAS TOLD BY DEALERSHIP THAT THIS IS A KNOWN ISSUE AND THERE IS NO FIX FOR IT. CUSTOMER STATES THAT

HE WANTS TO TRY AND RESOLVE ISSUE, BUT IF HE NEEDS TO FILL OUT A BBB APPLICATION, THAN HE WILL. WOULD PREFER TO WORK WITH US. REQUESTED VEHICLE PAYMENT DUE TO TIME DOWN. CUSTOMER TO SEND PAYMENT COUPON. ADVSIED THAT CSM WOULD FOLLOW UP 2-2 AFTER SPEAKING WITH DEALERSHIP.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-02-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08198 SUNSET AUTO CO INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 8100 MI

Comm Type: PHONE

Analyst Name: BAUTEL
(ABAUTEL),ANDREW

Analyst: ABAUTEL

Action Date: 02/01/2012

Action Time:
10.31.07.913

Action Data: No

Comments CSM ANDREW XT 77789 - PROVIDING VEHICLE PAYMENT FOR CUSTOMER WHOS VEHICLE HAS BEEN DOWN FOR OVER A MONTH. P&A:08198, RO:111938, LINE #A, AMOUNT:\$765.08, CODE P11 M08UZ

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME

Dealer: 08198 SUNSET AUTO CO INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 8100 MI

Comm Type: PHONE

Analyst Name: BAUTEL
(ABAUTEL),ANDREW

Analyst: ABAUTEL

Action Date: 02/02/2012

Action Time:
13.03.40.530

Action Data: No

Comments CSM ANDREW XT 77789 - OBC TO CUSTOMER. ADVISED THAT HE PICKED VEHICLE UP FROM REPAIRS. ADVISED THAT WHEN HE GOT HOME HE HEARD A LOW END ENGINE KNOCK. ADVISED ISSUE STILL THERE DURING OPERATION SINCE FIRST NOTICING. ADVISED HE PLANS TO BRING IT BACK TO THE DEALERSHIP ONCE HE HAS TIME. ADVISED THAT HE DOES PLAN TO DRIVE IT AROUND IN HOPES ISSUE RESOLVES. ADVISED THAT HE WOULD LIKE A REVIEW FOR BUYBACK IF ISSUE NOT RESOLVED AND VEHICLE HAS TO GO BACK IN.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET0BF [REDACTED] Year: 2011 Model: F-SERIES Case: 586640272
 Name: [REDACTED] Owner Status: Original WSD: 2011-07-25
 Symptom Desc: FUEL SYSTEM LEAKS PUMP/SEAL AREA Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TIER ONE OPEN ISSUE
 Dealer: 08198 SUNSET AUTO CO INC Origin Desc: TIER ONE - MELBOURNE
 Odometer: 8100 MI Comm Type: PHONE
 Analyst Name: WELLS, JANET Analyst: JWELLS87
 Action Date: 01/27/2012 Action Time: 16.17.44.921 Action Data: No

Comments --CUST SAYS----4TH TIME OVER A MONTH TO THE DLR-NEW TUBOS CHAGER-CAT COVER-FUEL PUMP-30 DAY IN THE SHOP ONE TIMEAND NOW A WEEK THIS TIME-- DLR--SUNSET AUTO CO INC 11700 GRAVOIS RDST LOUIS, MO 63127 TEL:(314) 472-7109FAX:(314) 467-1266*** HAS BEEN TO 2 OTHER DLR FOR WORK AS WELL***-- CSR ADVISED---'I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS

Action: DUPLICATE CASE
 Dealer: 08198 SUNSET AUTO CO INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8100 MI Comm Type: PHONE
 Analyst Name: GRISSOM-EISENHAUER,WENDY Analyst: WGRISO2
 Action Date: 01/30/2012 Action Time: 13.42.00.396 Action Data: No

Comments CLOSING AS DUPLICATE OF 04 CASE

Ford Confidential

Server: AWS Prod
 Claims loaded through: 06-APR-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 09-APR-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ET0BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	3	4C03	BL3Z	5E212	E	F04	S11	V29	E29	42
AWS Claim Key:		<u>1175058</u>	Doc #: 41976601	Trx Code: S07		Labor Hrs: 2.3	Labor Cost: 259.7	Material Cost: 524.49	Total Cost: 784.19														
Dir Cd-Sub Cd:		08189-*	Name: BOMMARITO FORD		Ph: 314-8950600	St: MO	Ctry Cd: USA	Reg Cd: NA	Repr Date: 27-SEP-2011	DIST(Mile): 3333													
Cust Comments:		CHECK ENGINE LIGHT IS ON AND ENGINE LACKS POWER																					
Tech Comments:		VERIFY CHECK ENGINE LIGHT IS ON COMPUTER TEST FOUND P0430 PINPOINT TEST, PID MONITOR TEST, ACCESS AND REPLACE BANK 2 EXHUST CONVERTER, CLEAR CODES AND RETST OK																					

1FTFW1ET0BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	3	4C01 *	5A212	*	F05	S11	V49	N12	61
AWS Claim Key:		<u>1175057</u>	Doc #: 41976602	Trx Code: 2		Labor Hrs: .2	Labor Cost: 22.58	Material Cost: 0	Total Cost: 22.58													
Dir Cd-Sub Cd:		08189-*	Name: BOMMARITO FORD		Ph: 314-8950600	St: MO	Ctry Cd: USA	Reg Cd: NA	Repr Date: 27-SEP-2011	DIST(Mile): 3333												
Cust Comments:		CHECK FOR A RATTLYING NOISE HEARD FROM UNDER THE VEHICLE WHEN DRIVING																				
Tech Comments:		VERIFY NOISE INSTALL CHASSIS EARS AND TRACE TO EXHAUST RESEANATOR MUFFLER INLET, REPLACE EXHUST RESEANATOR AND RETEST OK																				

1FTFW1ET0BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	4	2H01	BL3Z	6K682	E	F04	S11	V52	D42	30
AWS Claim Key:		<u>1763515</u>	Doc #: 107825B	Trx Code: S07		Labor Hrs: 3	Labor Cost: 322.89	Material Cost: 819.54	Total Cost: 1142.43														
Dir Cd-Sub Cd:		08198-*	Name: SUNSET AUTO CO INC		Ph: 314-8434431	St: MO	Ctry Cd: USA	Reg Cd: NA	Repr Date: 26-OCT-2011	DIST(Mile): 5176													
Cust Comments:		CUSTOMER STATES VEHICLE LACKS POWER																					
Tech Comments:		REPLACED TURBO AS DIAGNOSED ON LINE A																					

1FTFW1ET0BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	4	6Y20 *	TAP1	*	F09	SXX	V99	A99	82
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AWS Claim Key: 1943479 **Doc #:** 107825E **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 510
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-OCT-2011 **DIST(Mile):**5176
Cust Comments: CUSTOMER STATES RENTAL VEHICLE NEEDED
Tech Comments: SEVENTEEN DAYS TAP VEHICLE PROVIDED FOR CUSTOMER NOTE THERE WAS A LONG PARTS DELAY FOR THIS REPAIR VISIT

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 4 2E06 BL3Z 9H307 C F05 S11 V46 D35 42
AWS Claim Key: 1781259 **Doc #:** 107825A **Trx Code:** S07 **Labor Hrs:** 3.4 **Labor Cost:** 365.94 **Material Cost:** 257.2 **Total Cost:** 923.14
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-OCT-2011 **DIST(Mile):**5176
Cust Comments: CUSTOMER STATES POOR FUEL ECONOMY TECH COMM CONT NOTICED IT MISSES ON ALL 6 CYLINDERS FOR 5 TO 8 SECONDS THEN SMOOTHS OUT REPLACED FUEL PUMP LEFT HAND TURBO NOISY REMOVED INSPECT FOUND EXC
Tech Comments: THE FUEL PUMP ON THE LOW SIDE WAS BLEEDING OFF AND CAUSING MISFIRES ON START UP,THE LOW PRESURE PUMP WILL NEED REPLACEDTHEN RETEST PUMP WAS REPLACED THEN RETESTED OK,TESTED CAC SYSTEM AND FOUND NO LEAKS,THE MISFIRE MONITOR TEST REVEALED #4 HAVING 2 MISFIRE EVENTS DURING THE TEST BUT IT WILL NOT FAIL UNDER DRIVING CONDITIONS HOT OR COLD HOWEVER DURING COLD START

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 6Y20 * TAP1 * F09 SXX V99 A99 82
AWS Claim Key: 2359270 **Doc #:** 26184401 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 30
Dir Cd-Sub Cd: 08136-* **Name:** LOU FUSZ FORD, INC. **Ph:** 636-5329955 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-JAN-2012 **DIST(Mile):**8158
Cust Comments: LOANER CAR FOR CUSTOMER
Tech Comments: LOANER CAR FOR CUSTOMER REPAIRS RO 261844

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 2B03 * 12405 * F04 S11 V52 D41 28
AWS Claim Key: 2346739 **Doc #:** 26184403 **Trx Code:** S07 **Labor Hrs:** 1.2 **Labor Cost:** 130.48 **Material Cost:** 0 **Total Cost:** 130.48
Dir Cd-Sub Cd: 08136-* **Name:** LOU FUSZ FORD, INC. **Ph:** 636-5329955 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-JAN-2012 **DIST(Mile):**8158
Cust Comments: ADVISE ENGINE MISS HIGHWAY SPEEDS,RUNS ROUGH,MILAGE HAS HAS DROPED,WAS GETTING 18,NOW 15 MPG
Tech Comments: 12405 28 EEC TEST NO CODEES.MODE 6 DATA TEST.POWER BALANCE TEST. CHECK OASIS,NO PROBLEM FOUND AT THIS TIME.COULD NOT VERIFY CONCERN

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 5V02 * 2001 * F02 S10 V21 H05 42
AWS Claim Key: 2617906 **Doc #:** 111608E **Trx Code:** 2 **Labor Hrs:** 9 **Labor Cost:** 96.87 **Material Cost:** 0 **Total Cost:** 96.87
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-JAN-2012 **DIST(Mile):**8213
Cust Comments: CUSTOMER STATES HAS HARD BRAKE PEDAL TSB
Tech Comments: VERIFIED THE CONCERN,I RAN OASIS AND FOUND TSB 11 10 24,I PERFORMED IT AND REFLASHED THE ABS AND RETESTED OK. 2001 42

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY- 25-JUL- 153078 USA 7 1F01 BL3Z 9961 A F04 S11 V44 D50 42

2011 2011
AWS Claim Key: 2690482 **Doc #:** 111608A **Trx Code:** 2 **Labor Hrs:** 2.5 **Labor Cost:** 269.08 **Material Cost:** 119.99 **Total Cost:** 389.07
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-JAN-2012 **DIST(Mile):**8213
Cust Comments: CUSTOMER STATES UNDER LIGHT ACCEL VEHICLE HAS HISS FROM TURBO D50
Tech Comments: TEST DROVE WITH CUSTOMER AND VERIFIED THE CONCERN,I TRACKED THE HISS TO THE RT TURBO BYPASS VAVE IT IS STICKING OPEN AT TIMES AND IT WILL NEED REPLACED THEN RETEST. REPLACED THE TURBO BYPASS SOLENOIDSAND RETESTED OK AT THIS TIMEE MAILED SUPPPORTING DOCUMENTS PER REQUEST ON ACES 2 REGISTER ON 2 21 2012 AND RESUBMITTED CLAIM IN ACES SENT E MAIL AGAIN ON 2 24 12 AND RESUBMITTED WARRANTY CLAIM.

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 5K06 * TWC01 * F02 S10 V88 TB3 42
AWS Claim Key: 2648552 **Doc #:** 111608F **Trx Code:** 2 **Labor Hrs:** .4 **Labor Cost:** 43.05 **Material Cost:** 206.25 **Total Cost:** 249.3
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-JAN-2012 **DIST(Mile):**8213
Cust Comments: CUSTOMER STATES VEHICLE HAS VIBRATION BAD.CK AND ADVISE TWC01 D9
Tech Comments: I VERUIFIED THE CONCERN,I ROAD FORCED BALANCED AND I FOU D TH E LEFT FRONT BAD,I CHECKED RUN OUT AND BALANCE OF BARE RIM,IT WAS OK,I REPLACED THE TIRE AND BALANECED OK TREAD DEPTH ON OLD TIRE 14 32,DOT# MDU9 011R 1911,NEW TIRE DOT# 4BU9 011R 3311

1FTFW1ET0BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 6Y20 * VEHPAY * F09 SXX V99 A99 82
AWS Claim Key: 2648553 **Doc #:** 111938A **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 765.08
Dir Cd-Sub Cd: 08198-* **Name:** SUNSET AUTO CO INC **Ph:** 314-8434431 **St:** MO **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-FEB-2012 **DIST(Mile):**8214
Cust Comments: ADMINISTRATIVE REIMBURSE CUSTOMER \$765.08 FOR ONE MONTH PAYMENT, PAID BY FORD
Tech Comments: P11 REFUND ONE MONTH VEHICLE PAYMENT

Any comments? You can contact



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GCQIS Report Analysis

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Report 1 of 1

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Report Detail Section : [View Details](#)

Attachments: 0

Report# :	BJ1A4012 NHL	Received:	10/27/2011
CCRG/EPRC:		Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET0BF [REDACTED]	Build Date:	05/19/2011
Odometer :	5,190 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3800F3.31C
Dealer:	USA 08198 Sunset Auto Company, Inc.	Calibration:	BF613CON
City:	St Louis	A/C:	YES
Originator:	JAMES MCCONNELL	Phone#:	(314) 843-4431
Symptom:	5 54 3 02 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,ALWAYS		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	LOSS OF POWER, POOR MPG		
Fix:	Causal Component :		
Condition Code:			

Hotliner: MMESSIN4

Phone: 313 322-5105

Regn Cd: C4 Kansas City

Engineering:

Phone:

TAR:

Dir Contact: JAMES MCCONNELL

Phone: 000 000-0000

Title Cde: OT

KOEO:

KOEC:

KOER:

Comments:

REPAIR 10/27/2011 04:26PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES TRUCK LACKS POWER AND MPG IS
FALLING DIAGNOSTICS: EEC TEST SYMPTOM PIN POINTS FOR TURBO AND FUEL
SYSTEM PARTS REPLACED:NONE TECH QUESTION:ANY COMPLAINTS THAT
MIGHT SOUND LIKE THIS CONCERN? ANY SUGGESTIONS AT ALL THANKS

RECOMM 10/27/2011 04:26PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
JAMES, PLEASE PERFORM A POWER BALANCE TEST TO VERIFY THAT THERE IS
NOT A SPECIFIC CYLINDER CAUSE THE LACK OF POWER. IF THERE IS A
SPECIFIC CYLINDER THAT IS FALLING LOW ON POWER BALANCE, PLEASE FOCUS
YOUR DIAGNOSIS ON THAT CYLINDER. PLEASE PERFORM A RELATIVE INJECTOR
FLOW TEST. THIS TEST WILL VERIFY THAT THE FUEL INJECTORS ARE FLOWING
AT SIMILAR RATES. IF ANY INJECTORS ARE IN QUESTION, PLEASE REPLACE THE
AFFECTED INJECTOR AND RETEST FOR THE CONCERN. PLEASE INSPECT THE
CAC TUBING FOR ANY LEAKS. A LEAKING CAC TUBE AND BLEED OFF BOOST
PRESSURE, CAUSING A LACK OF POWER. IF NECESSARY, PLEASE SMOKE TEST THE
CAC TUBING AND RETEST FOR THIS CONCERN.

REPAIR 10/27/2011 05:04PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE
I HAVE TALKED TO THE OWNER AND MORE INFO HAS ARROSE,#6 INJECTOR HAD
STUCK AND THE INJECTOR AND THE CAT ON THE LEFT SIDE HAS BEEN
REPLACED,AND ONE OF THE THINGS HE ADDED WAS THE TURBO ON THE LEFT IS
MUCH NOISIER NOW AND HE NOTICES A LOSS OF POWER IN THE LOWER TO MID
RANGE OF THE PEDAL BEING DOWN....PERHAPS THE TURBO ITSELF HAS BEEN
DAMAGED FROM THE STUCK INJECTOR REPAIR?

RECOMM 10/27/2011 05:04PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE
JAMES, WHILE IT IS POSSIBLE THAT THE TURBOCHARGER ITSELF HAS BEEN
DAMAGED IN SOME WAY, MORE DIAGNOSTICS ARE NECESSARY BEFORE CONDEMNING
THE TURBOCHARGER AS DAMAGED. IT IS RECOMMENDED TO VERIFY THE LACK

OF POWER CONCERN. THOROUGHLY TEST DRIVE THE VEHICLE TO VERIFY IF IT IS LACKING POWER, OR IF THERE ARE ANY DRIVING CONCERNS PRESENT. ALSO COMPARE TO A LIKE UNIT TO VERIFY THAT THIS VEHICLE IS ACTUALLY DOWN ON POWER. FOR THE POOR FUEL ECONOMY, IT IS RECOMMENDED TO FIRST PERFORM AN IDS FUEL ECONOMY TEST. SEVERAL THINGS SUCH AS DRIVER HABITS, DRIVING CONDITIONS (HEADWIND, STOP AND GO TRAFFIC, HIGH SPEED DRIVING, HAULING, TOWING, ETC) WILL ALL AFFECT THE FUEL ECONOMY. RECOMMEND YOU VERIFY THE POOR FUEL ECONOMY AND THE LACK OF POWER BEFORE ANY REPAIRS ARE MADE TO THIS VEHICLE. IF THE VEHICLE IS VERIFIED TO BE DOWN ON POWER, RECOMMEND YOU VERIFY IF THERE ARE ANY MISFIRES PRESENT IN MODE 6 OR POWER BALANCE DURING THE EVENT OF THE CONCERN. ALSO PERFORM A WATER TEST TO DETERMINE THE ETHANOL PERCENTAGE OF THE FUEL BY PERFORMING PPT HC6. IF MORE THAN ROUGHLY 10% ETHANOL IS FOUND, COMPLETELY DRAIN THE FUEL SYSTEM AND RETEST. IF YOU VERIFY THE LACK OF POWER AND THE POOR FUEL ECONOMY, AND THE TURBOCHARGER IS ALSO MAKING EXCESSIVE OR ABNORMAL NOISE, IT WILL BE NECESSARY TO REFERENCE THE SYMPTOM CHART IN SECTION 303-04E IN THE ONLINE WSM. REFERENCE THE EXCESSIVE NOISE SECTION FOR THE TURBOCHARGER FOR A LIST OF POSSIBLE CAUSES AND THE RECOMMENDED ACTION TO PERFORM. IF YOU HAVE ANY OTHER QUESTIONS OR CONCERNS, FEEL FREE TO UPDATE THIS FORM WITH THE IDS FUEL ECONOMY AND OTHER RECOMMENDED TEST RESULTS.

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Requester: RHERRO11

Report Summary

Server: FCWS686

Ford Proprietary, Private

9-Apr-2012

Retention: None



BBB AUTO LINE

April 3, 2012

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

Re: FRD1213224 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0BF [REDACTED]

Dear Madam/Sir:

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

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

Sincerely,

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



BBB AUTO LINE

March 15, 2012

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

Re: FRD1213224 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0BF [REDACTED]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

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



ACCEPTANCE OR REJECTION OF DECISION

Date: 03/15/12

Case Number: FRD1213224

Customer: [REDACTED]

State: MO

Business: Ford Motor Company

Mfr-Info: 6700 MO 1FTFW1ET0BF [REDACTED]

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 14 days 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;
- * depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
- * the business will not be obligated to perform any part of the decision; and,
- * this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

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

ARD



Denial Decision

Submitted Date: 03/14/12

FRD1213224

VIN: 1FTFW1ET0BF [REDACTED]

Customer: [REDACTED] - Hearing Date: 03/14/12

Arbitrator: James B. Ross

Question 1

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

CASE: FRD1213224
Arbitrator: James B. Ross

Customer: [REDACTED]
Date: 03/14/12

3/15/2012



Reasons for Decision

Submitted Date: 03/14/12

FRD1213224

VIN: 1FTFW1ET0BF [REDACTED]

Customer: [REDACTED] Hearing Date: 03/14/12

Arbitrator: James B. Ross

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

denial

- b) For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

Both parties agreed to submit their positions in writing for this Arbitration. An inspection/test drive of the vehicle in question was completed at the St. Louis BBB office on March 14, 2012. Prior to the test drive, the customer advised the only problems with the vehicle were Engine/Electrical, fuel system/mileage and suspension. The remaining issues listed on the Agreement to Arbitrate were either repaired or no longer an issue.

The customer, through his attorney, stated there were problems with the performance of the vehicle on long trips and poor gas mileage. The manufacturer stated in their written position that all repairs were made as needed. An offer of an inspection by a Ford Field Service Engineer was made and declined by the customer.

An inspection/test drive of the vehicle was completed. The mileage was noted to be 9,974 miles. The vehicle was judged to be in Excellent condition for both the interior and exterior. No problems with the vehicle were noted during the test drive and the vehicle appeared to operate satisfactorily.

A review of the repair invoices submitted as part of this Arbitration was completed. One (1) repair attempt was made for each of the issues noted on the Agreement to Arbitrate: Engine/Electrical - 9/27/11, fuel system - 10/28/11 and suspension - 1/24/12. The inability to compute the days out of service as explained by the manufacturer appears to be valid. However, the total number of labor hours for these repairs is 6.8 hours.

After a thorough review of all documents submitted as part of this Arbitration as well as the results of the test drive, the customer has failed to meet the requirements of the Ford BBB Auto Line Program for repairs and days out of service. The vehicle appears to operate properly and no issues with use, value and safety were found. Therefore, the customer's request for repurchase/replacement is respectfully denied.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

Because of an issue with poor record keeping, the days out of service cannot be accurately computed. However, the labor hours for repairs totals 11.4

Question 4

3/15/2012

Was final notice given? (Yes / No / Not Applicable)

No

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

9,974 miles

CASE: FRD1213224
Arbitrator: James B. Ross

Customer: [REDACTED]
Date: 03/14/12

3/15/2012



MANUFACTURER RESPONSE FORM
Will participate - In Writing By Phone

Case Number: FRD1213224 / 0586640272

Customer Name: [REDACTED] State: Missouri

VIN: 1FTFW1ET0BF [REDACTED] Warranty Start Date: 7-25-2011

Vehicle year/model: 2011 F150

Current mileage: 8,716 miles

Purchased: New Used (mileage and date of purchase) Leased (Terms)
This claim is: IN BTB Warranty IN Diesel Warranty IN Powertrain Warranty
 Out of All Warranties
Extended Service Plan: NO YES 5 year / 60,000 mile Power Train Care ESP

SETTLEMENT INFORMATION

What, if anything, was offered to the customer to settle this dispute?

On 2-27-2012 an offer was placed with the BBB of an inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

Please indicate the customer's response below:

- The customer rejected the offer on: 02-28-2012
- The customer has not indicated a response to the offer.

The Agreement To Arbitrate (ATA) lists the following concern(s):

- Engine/Electrical
- Engine
- Electrical
- Transmission
- Fuel System
- Brakes
- Suspension

MANUFACTURER'S POSITION:

Ford Motor Company respectfully requests a denial of our customer's request for replacement.

The Missouri BBB Auto Line Program Summary guidelines, under which this program operates, rather than State Lemon Law (LL), state that the arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

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

Ford is seeking a denial based on the fact that the vehicle does not meet these guidelines. It is the manufacturer's opinion that the vehicle has not received a substantial number of repairs for a single non-conformity (Four required with the issue continuing to exist). [REDACTED] own Customer Claim Form lists no more than two repairs to any issue:

Case Number: FRD1213224

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?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Engine/Electrical		1		yes
Engine		2		yes
Electrical		1		yes
Transmission		1		yes
Fuel System		1		yes
Brakes		1		yes
Suspension		1		yes

It is the opinion of the Dealership and Ford Motor Company, that all non-conformities stated on the Agreement to Arbitrate have been properly diagnosed and repaired in compliance with factory guidelines and specifications. Ford offered to have a Ford employed Field Service Engineer (FSE) inspect the vehicle but our customer declined that offer.

In regards to days out of service, Ford would note that the repair order open /close dates only rarely capture the actual days out of service for a vehicle. Because the dealerships that sell Ford vehicles are not owned by the manufacturer, they have the right and ability to make business decisions on their own. This freedom extends to their policies regarding when a repair order is opened, often before work is expected to be performed or the vehicle NEEDS to be there, and when they close the repair orders as well. The "close dates" for any given repair order should not be expected to be totally accurate as to when the vehicle work was completed and/or the consumer was notified. There are several reasons why repair orders remain open. It is common practice among some dealerships to close a repair order after Ford has paid the dealer for their warranty claim, not when the vehicle is completed. Furthermore, dealers often utilize a warranty administrator service to process warranty claims. Not every dealership has an "in house" dedicated warranty clerk. The warranty administrator may collect warranty claims from the dealer and processes these claims at the end of each month. In some cases, the warranty clerk only bills Ford and closes the repair order once or twice a month. Some warranty clerks have other obligations, while some dealerships hire independent clerks to provide that service which is often bi-monthly. Also, some procedures require that several members of the dealership sign off on the actual order, before it can be closed. This can take time while the order makes its way through that process. Besides differing dealership practices, not all consumers make appointments, dropping off the vehicle so that work can be performed "when possible." The repair order may be opened when the vehicle is taken into the dealer, for insurance purposes, when there is no expectation of work being performed. Many customers fail to return in a timely manner after the repair has been completed, with the repair order being kept open, again for insurance purposes. There are a total of 11.4 labor hours for all warrantable work (see attached *Standard Claims List*).

Ford would note a parts delay for Repair Order 107825. Ford feels that [REDACTED] was well compensated for the delay. He was in a rental vehicle for 17 days over the course of repairs and was reimbursed the amount equal to one month's vehicle payment, or \$765.08 (see attached *Standard Claims List*).

Moreover, in Ford's opinion, the issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value or use of the vehicle, and therefore, do not meet the requirements for replacement as listed above. The vehicle accrued 8,716 miles in the 7 month period between purchase, on 7-25-2011 and the filing of the BBB case on 2-23-2012. This figure shows an average monthly usage of 1,245 miles per month. This figure is right in line with the Environmental Protection Agency (EPA) estimates of average use across the United States of America, which is set at 15,000 miles per year, or 1,250 miles per month for light trucks.¹ Ford feels that a difference of five miles per month would not be considered a "substantial" impact to "normal" usage.

There is no safety issue nor any substantial impact to the overall value of the vehicle with the issues resolved.

Ford has offered our Field Service Engineer to inspect the vehicle for any ongoing issues that we are unaware of. Given that Ford feels the vehicle does not meet the criteria for replacement and is operating within specifications at this time, we would further welcome an inspection of the vehicle by a third party technical inspector prior to any consideration of the drastic step of replacing the vehicle.

Ford is seeking a denial of our customer's request for a replacement vehicle and feels that replacing a vehicle that is working well at this time would serve no purpose, other than punitive.

DOCUMENTATION PROVIDED

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: Standard Claims List

List amount of any over allowance /negative equity: \$ 3,500 Rebate

To: Donna Patterson
BBB AUTO LINE
Fax: 703.247.9700

Completed by: Bob Gray Date: 02-29-2012
Fax: 866-433-7972

¹ <http://www.epa.gov/> **Step 3: Determining the number of miles driven**

The number of miles driven per year is assumed to be 12,000 miles for all passenger vehicles. This number is based on several sources. Calculations from EPA's MOBILE6 model show an average annual mileage of roughly 10,500 miles per year for passenger cars and over 12,400 miles per year for light trucks across all vehicles in the fleet. However, these numbers include the oldest vehicles in the fleet (vehicles 25 years of age and older), which are likely not used as primary vehicles and are driven substantially less than newer vehicles. Since this calculation is for a typical vehicle, including the oldest vehicles may not be appropriate. For all vehicles up to 10 years old, MOBILE6 shows an annual average mileage of close to 12,000 miles per year for passenger cars, and over 15,000 miles per year for light trucks.

FHWA's National Highway Statistics contains values of 11,766 miles for passenger cars and 11,140 miles for light trucks across the fleet. However, as with the MOBILE6 fleet-wide estimates, these numbers include the oldest vehicles in the fleet. EPA's Commuter Model uses 1997 data from Oak Ridge Laboratories for the number of cars nationally and number of miles driven which produces a value of just over 12,000 miles per year. Due to the wide range of estimates, 12,000 miles per vehicle is used as a rough estimate for calculating the greenhouse gas emissions from a typical passenger vehicle.)

4 total WARRANTY VISITS

Server: AWS Prod
Claims loaded through: 23-FEB-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 24-FEB-12

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

Date: 3/1/2012 10:10:10 AM
Page: 6/8
From: TA:10.100.0.2:52262,3214351123

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ET0BF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	3	4C01	*	5A212	*	F05	S11	V49	N12	61
AWS Claim Key:		1175057	Doc #:	41976602	Trx Code:	2	Labor Hrs:	2	Labor Cost:	22.58	Material Cost:	0	Total Cost:	22.58									
Dir Cd-Sub Cd:		08189-*	Name:	BOMMARITO FORD	Ph:	314-8950600	St:	MO	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	27-SEP-2011	DIST(Mile):	3333							
Cust Comments:		CHECK FOR A RATTLYING NOISE HEARD FROM UNDER THE VEHICLE WHEN DRIVING																					
Tech Comments:		VERIFY NOISE INSTALL CHASSIS EARS AND TRACE TO EXHAUST RESEATOR MUFFLER INLET, REPLACE EXHUST RESEATOR AND RETEST OK																					

Exhaust Resonator

1FTFW1ET0BF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	3	4C03	BL3Z	5E212	E	F04	S11	V29	E29	42
AWS Claim Key:		1175258	Doc #:	41976601	Trx Code:	S07	Labor Hrs:	23	Labor Cost:	259.7	Material Cost:	524.49	Total Cost:	784.19									
Dir Cd-Sub Cd:		08189-*	Name:	BOMMARITO FORD	Ph:	314-8950600	St:	MO	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	27-SEP-2011	DIST(Mile):	3333							
Cust Comments:		CHECK ENGINE LIGHT IS ON AND ENGINE LACKS POWER																					
Tech Comments:		VERIFY CHECK ENGINE LIGHT IS ON COMPUTER TEST FOUND P0430 PINPOINT TEST, PID MONITOR TEST, ACCESS AND REPLACE BANK 2 EXHUST CONVERTER, CLEAR CODES AND RETST OK																					

engine loss of power Exhaust catalytic

1

1FTFW1ET0BF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	4	2H01	BL3Z	6K682	E	F04	S11	V52	D42	30
AWS Claim Key:		1763515	Doc #:	107825B	Trx Code:	S07	Labor Hrs:	3	Labor Cost:	322.89	Material Cost:	819.54	Total Cost:	1142.43									
Dir Cd-Sub Cd:		08198-*	Name:	SUNSET AUTO CO INC	Ph:	314-8434431	St:	MO	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	26-OCT-2011	DIST(Mile):	5176							
Cust Comments:		CUSTOMER STATES VEHICLE LACKS POWER																					
Tech Comments:		REPLACED TURBO AS DIAGNOSED ON LINE A																					

lack of power turbo

1FTFW1ET0BF	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	19-MAY-2011	25-JUL-2011	153078	USA	4	2E06	BL3Z	9H307	C	F05	S11	V46	D35	42
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Claims List Report

Date: 3/1/2012 10:10:10 AM
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Miss
Fuel pump
Turbo

AWS Claim Key: 1781259 Doc #: 107825A Trx Code: S07 Labor Hrs: 3.4 Labor Cost: 365.94 Material Cost: 257.2 Total Cost: 923.14
 Dir Cd-Sub Cd: 08198-* Name: SUNSET AUTO CO INC Ph: 314-8434431 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:26-OCT-2011 DIST(Mile):5176
 Cust Comments: CUSTOMER STATES POOR FUEL ECONOMY TECH COMM CONT NOTICED IT MISSES ON ALL 6 CYLINDERS FOR 5 TO 8 SECONDS THEN SMOOTHS OUT REPLACED FUEL PUMP LEFT HAND TURBO NOISY REMOVED INSPECT FOUND EXC
 Tech Comments: THE FUEL PUMP ON THE LOW SIDE WAS BLEEDING OFF AND CAUSING MISFIRES ON START UP, THE LOW PRESURE PUMP WILL NEED REPLACED THEN RETEST. PUMP WAS REPLACED THEN RETESTED OK. TESTED CAC SYSTEM AND FOUND NO LEAKS, THE MISFIRE MONITOR TEST REVEALED #4 HAVING 2 MISFIRE EVENTS DURING THE TEST BUT IT WILL NOT FAIL UNDER DRIVING CONDITIONS HOT OR COLD HOWEVER DURING COLD START

1FTFW1ET0BF [redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 4 6Y20 * TAP1 * F09 SXX V99 A99 82

Rental
17 Days

AWS Claim Key: 1943479 Doc #: 107825E Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 510
 Dir Cd-Sub Cd: 08198-* Name: SUNSET AUTO CO INC Ph: 314-8434431 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:26-OCT-2011 DIST(Mile):5176
 Cust Comments: CUSTOMER STATES RENTAL VEHICLE NEEDED
 Tech Comments: SEVENTEEN DAYS TAP VEHICLE PROVIDED FOR CUSTOMER NOTE THERE WAS A LONG PARTS DELAY FOR THIS REPAIR VISIT

2

1FTFW1ET0BF [redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 2B03 * 12405 * F04 S11 V52 D41 28

miss
NPF

AWS Claim Key: 2346739 Doc #: 26184403 Trx Code: S07 Labor Hrs: 1.2 Labor Cost: 130.48 Material Cost: 0 Total Cost: 130.48
 Dir Cd-Sub Cd: 08136-* Name: LOU FUSZ FORD, INC. Ph: 636-5329955 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:23-JAN-2012 DIST(Mile):8158
 Cust Comments: ADVISE ENGINE MISS HIGHWAY SPEEDS, RUNS ROUGH, MILAGE HAS DROPPED, WAS GETTING 18, NOW 15 MPG
 Tech Comments: 12405 28 EEC TEST NO CODEES, MODE 6 DATA TEST. POWER BALANCE TEST CHECK OASIS, NO PROBLEM FOUND AT THIS TIME, COULD NOT VERIFY CONCERN

1FTFW1ET0BF [redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 6Y20 * TAP1 * F09 SXX V99 A99 82

Rental
1 Day

AWS Claim Key: 2359270 Doc #: 26184401 Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 30
 Dir Cd-Sub Cd: 08136-* Name: LOU FUSZ FORD, INC. Ph: 636-5329955 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:23-JAN-2012 DIST(Mile):8158
 Cust Comments: LOANER CAR FOR CUSTOMER
 Tech Comments: LOANER CAR FOR CUSTOMER REPAIRS RO 261844

3

Brakes

1FTFW1ET0BF [redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 5V02 * 2001 * F02 S10 V21 H05 42

AWS Claim Key: 2617906 Doc #: 1116038E Trx Code: 2 Labor Hrs: 9 Labor Cost: 96.87 Material Cost: 0 Total Cost: 96.87
 Dir Cd-Sub Cd: 08198-* Name: SUNSET AUTO CO INC Ph: 314-8434431 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:24-JAN-2012 DIST(Mile):8213
 Cust Comments: CUSTOMER STATES HAS HARD BRAKE PEDAL TSB
 Tech Comments: VERIFIED THE CONCERN, I RAN OASIS AND FOUND TSB 11 10 24, I PERFORMED IT AND REFLASHED THE ABS AND RETESTED OK. 2001 42

1FTFW1ET0BF [redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 5K06 * TWC01 * F02 S10 V88 IB3 42

VIBRATION

TIRE Replaced

AWS Claim Key: 2648552 Doc #: 111608F Trx Code: 2 Labor Hrs: 2011 .4 2011 Labor Cost: 43.05 Material Cost: 206.25 Total Cost: 249.3
 Dir Cd-Sub Cd: 08198-* Name: SUNSET AUTO CO INC Ph: 314-8434431 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:24-JAN-2012 DIST(Mile):8213
 Cust Comments: CUSTOMER STATES VEHICLE HAS VIBRATION BAD,CK AND ADVISE TWC01 D9
 Tech Comments: I VERIFIED THE CONCERN,I ROAD FORCED BALANCED AND I FOU D THE LEFT FRONT BAD,I CHECKED RUN OUT AND BALANCE OF BARE RIM,IT WAS OK,I REPLACED THE TIRE AND BALANECED OK TREAD DEPTH ON OLD TIRE 14 32,DOT# MDU9 011R 191 I,NEW TIRE DOT# 4BU9 011R 3311

Reimbursement to customer

IF F W 1 E T O B F [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 19-MAY-2011 25-JUL-2011 153078 USA 7 6Y20 * VEHPAY * F09 SXX V99 A99 82
 AWS Claim Key: 2648553 Doc #: 111938A Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 765.08
 Dir Cd-Sub Cd: 08198-* Name: SUNSET AUTO CO INC Ph: 314-8434431 St: MO Ctry Cd: USA Reg Cd: NA Repr Date:01-FEB-2012 DIST(Mile):8214
 Cust Comments: ADMINISTRATIVE REIMBURSE CUSTOMER \$765.08 FOR ONE MONTH PAYMENT, PAID BY FORD
 Tech Comments: P11 REFUND ONE MONTH VEHICLE PAYMENT

11.4 total labor hours

Any comments? You can contact



webmaster

Date: 3/1/2012 10:10:11 AM Page: 8/8 From: TA:10.100.0.2:52262,3214351123



BBB AUTO LINE

February 29, 2012

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

Re: FRD1213224 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0BF [REDACTED]

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



BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1213224
Customer Name: [REDACTED]
VIN: 1FTFW1ET0BF [REDACTED]

Start Date: 02/23/12
State: IL
Probable Hearing Location: Saint Louis

This claim is
Has the customer contacted you regarding the claim? IN Warranty OUT of Warranty
Is the VIN listed above correct? YES NO
If you checked NO, please indicate the correct VIN: YES NO
Customer Contact Info: _____

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? YES NO
If you checked YES, please indicate the customer's response below:

- The customer accepted the offer on ___/___/___
- The customer rejected the offer on ___/___/___
- The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$ _____
I will participate By phone In person In writing
Return this form as soon as possible
To: _____ Completed by: _____ Date: ___/___/___
BBB AUTO LINE Future contact: _____
Fax: 703.247.9700 Phone: _____ Fax: _____

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MRF

Inspection Report

FRD1213224



Customer: Ford Motor Company **Case #:** _____

Manufacturer: _____

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _____

Parties Present at Inspection: Technical Adviser Arbitrator Customer Manufacturer

Conditions or Components Inspected:

Was a test drive conducted? Yes No How long was the test drive? _____ Minutes

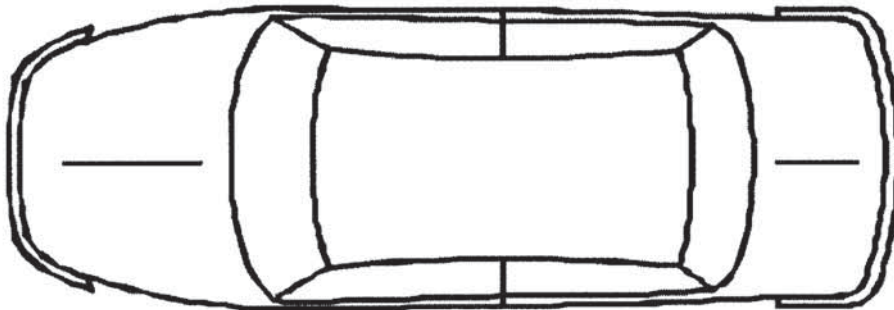
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr. [REDACTED]
Case Number: FRD1213224

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: James Ross

Arbitrator's Occupation:

OFFER EXPERTISE IN BUSINESS AND OFFICE MANAGEMENT TO SELECT CLIENTS IN LEGAL AND MEDICAL FIELDS

Arbitrator's Biography:

Mr. Ross has been arbitrating cases for the BBB since 1990. His background included 30 years in insurance claims deciding what claims to pay and settlements. As such, he conducts all his hearings in a fair and business-like manner. All of his decisions are based upon his arbitrator training, the testimony he hears during the dispute hearing, and his sense of fairness to all parties. His decisions are timely and explained thoroughly.



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1213224

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: James Ross

Arbitrator's Occupation:

OFFER EXPERTISE IN BUSINESS AND OFFICE MANAGEMENT TO SELECT CLIENTS IN LEGAL AND MEDICAL FIELDS

Arbitrator's Biography:

Mr. Ross has been arbitrating cases for the BBB since 1990. His background included 30 years in insurance claims deciding what claims to pay and settlements. As such, he conducts all his hearings in a fair and business-like manner. All of his decisions are based upon his arbitrator training, the testimony he hears during the dispute hearing, and his sense of fairness to all parties. His decisions are timely and explained thoroughly.

Council of Better Business Bureaus, Inc.

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Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

02-27-2012

FRD1213224 / 0586640272
1FTFW1ET0BF [REDACTED]
[REDACTED] c/o Krohn & Moss
BBB Specialist Donna Patterson
Ford DRS Bob Gray

Ford Motor Company would like to offer [REDACTED] an inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

Bob Gray
Dispute Resolution Specialist
Ford Motor Company

"Satisfied Customers are Ford's BEST Asset"



BBB AUTO LINE

February 23, 2012

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

Re: FRD1213224 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0BF [REDACTED]

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.

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · 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 fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant form*.

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

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

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

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

February 23, 2012
Re: W-C2 FRD1213224: [REDACTED] vs Ford Motor Corporation
1FTFW1ET0BFI [REDACTED]

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

Dear Adam C. Maxwell:

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.

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · 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 fourteen days 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 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 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

**BBB AUTO LINE
Customer Claim Form**

Case number: FRD1213224
Contact Date: 02/22/12
Start Date: 02/23/12

Please make any necessary corrections to the information below, **print** 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 INFORMATION

Titled owner: [REDACTED] C/O Adam C. Maxwell			
Mailing address: [REDACTED]			
City: Chicago	State: IL	Zip code: [REDACTED]	
Day phone: [REDACTED]	Evening phone:	Cell phone:	
Fax: [REDACTED]	E-mail address: [REDACTED]		

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: F-150 Truck	Year: 2011	Current mileage: 8716
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Same, , MO			
Primary Servicing dealer/city/state: LOU FUSZ FORD, INC.,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 08/25/11		Mileage at purchase/lease:	
First repair attempt date: 09/27/11		First repair attempt mileage: 3333	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Replacement with equivalent V8 or Vehicle repurchase plus attorney's fees.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER 1FTFW1ET0BF [REDACTED]
Lienholder/Leasing Company _____ Phone Number _____
Account Number _____

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?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Engine/Electrical		1		yes
Engine		2		yes
Electrical		1		yes
Transmission		1		yes
Fuel System		1		yes
Brakes		1		yes
Suspension		1		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 copies 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**



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 02/23/2012

Case Number: FRD1213224

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 MO 1FTFW1ET0BF [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : F-150 Truck

Year : 2011

All parties named above submit to arbitration the following:

- * Engine/Electrical
- * Engine
- * Electrical
- * Transmission
- * Fuel System
- * Brakes
- * Suspension

The parties have come to agreement on the following:

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

Consumer : Repurchase/Replacement

Manufacturer : Denial

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

Council of Better Business Bureaus, Inc.

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

ATA

Location of Better Business Bureau
Metropolitan Square Building
<small>Name of building (if any)</small>
211 N. Broadway, Suite 2060 St. Louis MO 63102
<small>Bureau Address and City</small>
314-645-0608
<small>Bureau Phone Number (Emergencies Only)</small>



DIRECTIONS

Directions to the Better Business Bureau

By Car:

From the West:

Exit Highway 40/I-64 at Exit Number 40B toward Broadway/7th Street; turn right at Gratiot Street. Turn right at S 7th Street. Continue on S 8th Street/Stadium Plaza. Turn right at Olive Street. Turn right at N Broadway. Turn right on Pine Street. Proceed straight ahead (West) on Pine Street another half block to reach the building's parking garage entrance on the right side of Pine Street. Enter the garage and proceed to Suite 2060 using "Garage to Suite 2060" directions provided below.

From the South:

Exit I-44/55 at the Memorial Drive/ Downtown exit. Continue north on Memorial Drive until you reach Pine Street. Turn left onto Pine Street and proceed two blocks west to the intersection of Pine and Broadway, where our building rises up on the Northwest Corner of the intersection. Proceed on Pine Street another half block to reach the parking garage entrance on the right side of Pine Street. Enter the garage and proceed directions provided below.

From the Northwest:

Exit I-70 at the Memorial Drive/ Downtown exit and proceed to Pine Street. Turn right onto Pine Street and proceed two blocks to the corner of Pine and Broadway, where our building rises up on the Northwest Corner of the intersection. proceed straight ahead (West) on Pine Street another half block to reach the building's parking garage entrance on the right side of Pine Street. Enter the garage and proceed to Suite 2060 using "Garage to Suite 2060" directions provided below.

From the East:

Exit I-55/70 from the Poplar Street Bridge at the Memorial Drive exit. Continue north on Memorial Drive until you reach Pine Street. Turn left onto Pine Street and proceed two blocks west to the intersection of Pine and Broadway, where our building rises up on the Northwest Corner of the intersection. Proceed straight ahead (West) on Pine Street another half block to reach the building's parking garage entrance on the right side of Pine Street. Enter the garage and proceed to Suite 2060 using "Garage to Suite 2060" directions provided below.

From the Airport:

30-minute drive from Lambert St. Louis International Airport. Follow the above directions from the

Directions to the Better Business Bureau

By Car:

From the West:

Exit Highway 40/I-64 at Exit Number 40B toward Broadway/7th Street; turn right at Gratiot Street. Turn right at S 7th Street. Continue on S 8th Street/Stadium Plaza. Turn right at Olive Street. Turn right at N Broadway. Turn right on Pine Street. Proceed straight ahead (West) on Pine Street another half block to reach the building's parking garage entrance on the right side of Pine Street. Enter the garage and proceed to Suite 2060 using "Garage to Suite 2060" directions provided below.

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From the Airport:

30-minute drive from Lambert St. Louis International Airport. Follow the above directions from the Northwest.

By Public Transportation:

15-minute walk from Union Station MetroLink Station. Walk east on 14th Street to Market Street. Turn right on Market Street and proceed to 6th Street. Turn left on 6th Street and walk three blocks to the far end of the block, and enter Metropolitan Square, the tall granite building that encompasses the entire block.

3-minute walk from the 8th & Pine MetroLink Station. When exiting the station, go east two blocks on Pine Street to 6th Street, where our building rises up on the Northeast corner of the intersection. Turn left on 6th Street and proceed to the North end of the block, where you can enter Metropolitan Square, the tall granite building that encompasses the entire block.

3-minute walk from the Convention Center MetroLink Station. When exiting the station, go South two blocks to Pine Street. Cross Pine Street to the Southeast corner and enter Metropolitan Square, the tall granite building that encompasses the entire block.

Garage to Suite 2060:

You can park inside our building and never need to go out into the elements. Once inside the garage, you proceed to the garage elevators and push the "L" button for the Lobby. Once the elevator takes you to "L," exit the garage elevators into the hall and turn to the right. After turning right, you will be headed toward the east. Proceed east until you come to three banks of elevators. Use the middle bank to reach us on the 20th floor. Once on the 20th floor, turn toward the double glass doors and see the BBB TORCH. If you need further help, call us at (314) 645-0606, and we'll be happy to give verbal directions.

Parking Options & Costs:

Metropolitan Square garage: \$1.50 per half hour

Street metered parking near Metropolitan Square.

Kiener Plaza garage: \$1 per 20 minutes (Enter from Pine just west of Broadway, south side of street.)

Macy's Parking Garage at 7th & Pine: \$1 per half hour

The BBB does not validate parking.

Umanzor, Maury

From: Hyatt, Chris <chyatt@consumerlawcenter.com>
Sent: Monday, February 20, 2012 4:43 PM
To: ILDept Fax
Cc: Umanzor, Maury; Hartless, Keenan; Herrera, Juan; Loader, Nancy; Patterson, Donna
Subject: 17032479700
Attachments: arb packet - [REDACTED]

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

February 20, 2012

Council of Better Business Bureau, Inc.
Attn.: Maury Umanzor
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

WRTAC
FRD1213224

RE: [REDACTED] 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 Magnuson-Moss Law 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,

PLEASE NOTE OUR ADDRESS CHANGE AS OF AUGUST 15, 2011

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, print 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 INFORMATION

Titled owner: [REDACTED]		
Mailing address: c/o Adam Maxwell, Esq.; Krohn & Moss, Ltd.; [REDACTED]		
City: Chicago	State: [REDACTED]	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: 866-264-3755	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION ** THERE ARE NO MODIFICATIONS TO THE VEHICLE.*

Make: Ford	Model: F-150	Year: 2011	Current mileage: 8716
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Lou Fisz Ford, Chesterfield, MO			
Primary Servicing dealer/city/state: Sunset Ford, St Louis MO and Bonmarito Ford, Hazelwood MO			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: July 25, 2011	Mileage at purchase/lease: 20		
First repair attempt date: September 27, 2011	First repair attempt mileage: 333		
How often is the vehicle used for business purposes (percentage):	Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident that caused body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN: IFTFW1EY0BF [REDACTED] Replace vehicle with equivalent V8/ Vehicle Repurchase plus attorneys fees.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER	
Lienholder/Leasing Company: Ally	Phone Number: 1-888-925-2559
Account Number: [REDACTED]	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Service dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	7/23/06 11,000 miles 5 days 10/07 11,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	YES

Total days out of service for all problems: 41

Signature of Titled Owner(s)  Date 2-15-2012

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 copies 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, 22203-1738
Fax: 703-217-9700

Date of Repair	Mileage	Description of Problem/Repair	Diagnosis
09/27/11	?	Check engine light is on and engine lacks power	Engine/Electrical
10/26/11-11/23/11	5,176	Poor fuel Economy	Engine
		Vehicle lacks power	Electrical
		Oil and filter change	Service
01/24/12-02/01/12	8,213	Under light accel vehicle has hiss from turbo--- D50	Transmission
		Fuel mileage was good when 1st got back but now its back to 15-16 MPH -D35	Fuel System
		Vehicle has random misfire lacks power and runs rough-----D42	Engine
		Has hard brake pedal ---TSB	Brakes
		The vehicle has vibration -bad check	Suspension

A division of the
LOU FUSZ
AUTOMOTIVE NETWORK
 LOU FUSZ FORD, INC.
 #2 CAPRICE DRIVE
 CHESTERFIELD MO 63005-1349
 (636)532-9956

SOLD TO: [REDACTED]
 ADDRESS: [REDACTED]
 CITY, STATE: O FALLON MO [REDACTED]
 PHONE # HOME: [REDACTED] 1
 DATE: 07/25/11

VEHICLE AS EQUIPPED: [REDACTED] PRICE: [REDACTED]
 REBATE 3500.00
 VEHICLE SELLING PRICE: 35708.78
 LESS TRADE: 15000.00
 TOTAL: 20708.78

F&I MGR: JOHN JOSEPH REAM

DEAL #	54869	INVOICE #	F111634
YR MAKE	2011 / FORD TRUCK	CUST. #	98819
NEW USED	NEW	MODEL	F-150 SERIES
BODY KEY	SUPERCREW 4X4 STYL	STOCK #	F111634
VIN	1FTFW1E0BF [REDACTED]	COLOR	/NHY TUXEDO BLK MET
SALES PERSON(S)	KENIN M HARRY 227	MILES	26
VEHICLE:		PRICE	35708.78
EXTD SERVICE MAINT			N/A
INSURANCE GAP			N/A
TAX (LUX, ETC)			2.50
TITLE FEE			7.80
OTHER			N/A
FINANCING			9358.17
TOTAL PRICE			35671.95

DEPOSIT	ACCT	AMOUNT
DEPOSIT		+ N/A
CASH ON DELIVERY		+ 1000.00
REBATE		+ 3500.00
TOTAL TRADE ALLOWANCE		15000.00
FINANCIALLY FINANCIAL		
75 MONTH @ \$ 790.88	MONTH	59916.00
TOTAL SETTLEMENT		79416.00
PAYOFF BALANCE ON TRADE		--

1479.85
*Always Bring Your
 Car Here For
 Factory Authorized
 Service*

/NHY /			
USED VEHICLE TRADE			
YR.	MAKE	MODEL	VIN
2007	FORD TRUCK	F-150	1FTFW1E0BF [REDACTED]

Reynolds and Reynolds CCR7001 © 2008

APPLICATION FOR MISSOURI TITLE AND LICENSE

TITLE AND NOTICE OF LIEN (No complete change of ownership)

<input type="checkbox"/> ORIGINAL (1) <input type="checkbox"/> DUPLICATE (2) <input type="checkbox"/> NON-NEGOT (3) <input type="checkbox"/> PRIOR SALES <input type="checkbox"/> CORRECTED (4) <input type="checkbox"/> REWARD (5) <input type="checkbox"/> SALVAGE (6) <input type="checkbox"/> DURABLE (7)		<input type="checkbox"/> JURY (A) <input type="checkbox"/> TRIP (B) <input type="checkbox"/> TRANSFER ON DEATH (TOD) <input type="checkbox"/> TENANTS IN COMMON	
OWNER'S NAME (LAST, FIRST, MIDDLE, ONLY) (PRINT OR TYPE) (IF TYPING, DISREGARD BLOCK CONSTRAINTS)			
CITY: FALLON		COUNTY:	
STATE: MO		ZIP CODE:	
YEAR: 2007 MAKE: FORD TRUCK		BODY STYLE: SUPERCREW	
COLOR: BLUE BLK 14 G		VIN:	
FUEL:		TITLE NO:	
KIND OF VEHICLE:		STATE:	
# PASSENGER M - MOTORCYCLE T - TRUCK G - TRACTOR D - TRAILER R - REC VEHICLE S - BUS A - ATV		EXP. MO: EXP. YR:	
FIRST LIEN: YES NO		SECOND LIEN: YES NO	
ALLEY FINANCIAL		STAFF	
STREET ADDRESS, R.R. OR P.O. BOX NUMBER:		STREET ADDRESS, R.R. OR P.O. BOX NUMBER:	
CITY: COCKEYSVILLE MO		CITY:	
STATE: MO		STATE:	
ZIP CODE:		ZIP CODE:	
TRADE-IN LICENSE TRANSFER OTHER CREDIT		FIRST LIEN HOLDER AUTHORIZED SIGNING HERE:	
YEAR: 2007 MAKE: FORD		SECOND LIEN BY:	
VEHICLE IDENTIFICATION NUMBER:		H/R TITLE NUMBER:	
SIGNATURE OF ORIGINAL OWNER REQUIRED			
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FACTS HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE.			
MO DEALER NUMBER:		DATE: 7-25-11	
DEALERSHIP NAME:		TELEPHONE NUMBER:	
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FACTS HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE.			
NOTARY PUBLIC INFORMATION APPLIES TO APPLICANT'S SIGNATURE			
NOTARY PUBLIC SIGNATURE:		COUNTY (OR OFFICE OF ST. LOUIS):	
NOTARY PUBLIC NAME (TYPED OR PRINTED):		EXEMPT FROM STATE OR LOCAL TAXES, ENTER EXEMPTION CODE HERE:	
OFFICE VALIDATION:		STATE TAX:	

MADA B, C - call to reorder 1-800-776-6232

TITLE WITHIN THIRTY DAYS TO AVOID PENALTY

11/18/2011

TRANSFER MOTOR VEHICLE REGISTRATION RECEIPT

22



2011047148010DF376800550002

Page 1 of 1

OWNER INFORMATION

[Redacted]
O FALLON, MO [Redacted]

TELEPHONE: (314) 448-0210
COUNTY: ST. CHARLES

VEHICLE INFORMATION

MAKE	YEAR	VEHICLE ID	MODEL	KIND OF VEHICLE	BODY STYLE	FUEL TYPE	ODOMETER	HORSEPOWER
FORD	2011	1FTFW1ET0E	[Redacted]	TRUCK	TRUCK	GASOLINE		
TITLE NUMBER		PURCHASE DATE						
		7/26/2011						

REGISTRATION INFORMATION

CURRENT REGISTRATION TYPE	CURRENT NUMBER	EXPIRATION
PLATE STANDARD TRUCK BEYOND LOCAL 10,000	3HD415	05/2013

ISSUED INVENTORY INFORMATION

INVENTORY TYPE	INVENTORY NUMBER

FEE INFORMATION

DESCRIPTION - CODE	AMOUNT
TRANSFER FEE / LICENSE TRANSFER - 0071	\$2.00
AGENT FEE / AGENT FEE - 0708	\$3.50
TOTAL PAID:	\$5.50

You must present your insurance card (a copy is acceptable) or other acceptable proof of financial responsibility. Any false statement in this receipt is a violation of the law and may be punished by fine or imprisonment or both.

SIGNATURE STATEMENT

I hereby certify that the statement(s) herein are true to the best of my knowledge. I also certify that I have and will maintain, during the period of registration, financial responsibility with respect to each motor vehicle that I own, license or operate on the streets or highways.

SIGNATURE: X

NOTE: The Missouri Department of Revenue may accept cash, money orders, or bank checks returned for insufficient or uncollected funds. Other restrictions may apply.

FOR OFFICE USE ONLY

PREVIOUS NUMBER	EXPIRATION DATE	VERIFICATION
3HD415	05/2013	Emissions Inspection: Exempt Financial Responsibility: Verified

Your Opinion Matters! Please tell us if our service met your expectations at www.dor.mo.gov.

HARVESTER
Office: 148010
Operator - Time: DF3788 - 8/24/2011 9:20:55 AM
Workstation: 8
Shipment: 047

Missouri Department of Revenue
PO Box 900
Jefferson City, MO 65105-0100
(573) 528-2669
www.dor.mo.gov/mvd



2011047148010DF37680005



Bommarito
 FORD, INC.
 676 DUNN ROAD (314) 896-0000
 HAZELWOOD, MO 63042

INVOICE NO. 155	NAME PAUL NANNEY	DATE 09/27/11	INVOICE NO. FD05419766
ADDRESS ST PETERS, MO	PHONE NO. 633	WARRANTY LACK/	SALES REP SCOURVILLE
VEHICLE MAKE FORD	VEHICLE MODEL TRUCK/F-150 SERIES/SUPERCREW	VEHICLE YEAR 11	VEHICLE VIN 1ETFW1E10BE
DATE OF SERVICE 09/27/11	SALES REP MO: 3333	DISCLAIMER OF WARRANTY BOMMARITO, INC. MAKES NO WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY PARTS OR SERVICES PROVIDED BY BOMMARITO, INC. OR ITS EMPLOYEES, AGENTS OR CONTRACTORS. BOMMARITO, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY OR FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE.	

LABOR & PARTS
 JOB # 1 10FOZ06 CHECK ENGINE LIGHT IS ON ENGINE LACKS POWER
 VERIFY CHECK ENGINE LIGHT IS ON COMPUTER TEST FOUND P0450
 PINPOINT TEST, PID MONITOR TEST, ACCESS AND REPLACE
 BANK 2 EXHAUST CONVERTER, CLEAR CODES AND RETST OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	BL3Z-5A212-D	EXTENSIVE CONVERT			1.00
JOB # 1	1	BL3Z-5E212-E				1.00
JOB # 1 TOTAL PARTS						2.00
JOB # 1 TOTAL LABOR & PARTS						2.00

JOB # 2 46FOZ11 SUSPENSION ASSEMBLY NOISE HEARD FROM UNDER THE VEHICLE
 CHECK FOR A RATTLY NOISE WHEN DRIVING
 VERIFY NOISE INSTALL CHASSIS EARS AND TRACE TO EXHAUST
 RESONATOR / MUFFLER AND REPLACE EXHAUST RESONATOR
 AND RETEST OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

TOTALS
 * NEXT RECOMMENDED SERVICE:
 * 12/27/2011 / 6333 MI 09FOZ001 CHG OIL + FILTER *
 * * * * *
 * [] CASH [] CHECK CK NO.] *
 * [] VISA [] MASTERCARD] DISCOVER *
 * [] AMER XPRESS [] OTHER [] CHARGE *
 * * * * *
 TOTAL LABOR 0.00
 TOTAL PARTS 0.00
 TOTAL SUBLET 0.00
 TOTAL G.O.G. 0.00
 TOTAL MISC CH. 0.00
 TOTAL MISC D. 0.00
 TOTAL TAX... 0.00
TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE _____ DATE _____
 ***** DATE INVOICE *****

PAGE 1 OF 1 CUSTOMER COPY (END OF INVOICE) 09-27-11

SHOP SALES
 CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 1000 MILES FROM DATE OF WORK
 PARTS SALES
 NO RETURNS ON ELECTRICAL COMPONENTS
 NO RETURNS AFTER 90 DAYS
 NO RETURNS ON SPECIAL ORDERS
 20% HANDLING CHARGE ON ALL RETURNS
NO CLAIMS WITHOUT THIS INVOICE

Bommarito
 Buick-GMC-Cadillac-Oldsmobile-Isuzu
 15236 Manchester Road
 Ellisville, Missouri 63011
 (636) 593-7300
ELLISVILLE

Bommarito
 Cadillac-Oldsmobile-Holden
 4701 N. Hwy Springs
 4190 North Service Road
 St. Peters, Missouri 63176
 (636) 928-2100
ST. PETERS

Bommarito
 Chevrolet-Mazda-South
 6127 So. Lindbergh Blvd
 St. Louis, Missouri 63123
 (314) 487-9600
SOUTH COUNTY

Bommarito
 Nissan, Inc.
 661 Dunn Road • (314) 731-2228
 Hazelwood, Missouri 63042

Bommarito
 Honda-Oldsmobile
 330 Bricker Dr. • (314) 731-9777
 Hazelwood, Missouri 63042

Bommarito
 Ford
 675 Dunn Road • (314) 893-0000
 Hazelwood, Missouri 63042
HAZELWOOD
 www.bommaritoford.com



3100 GRAVOIS ROAD
ST. LOUIS, MISSOURI 63127
Tel: (314) 983-4431 Fax: (314) 467-1270
WWW.SUNSET-FORD.COM



Order: 107025
Cashier: C3446-1
Date Ofc: 11/23/2011

OPEN
IN: 18662643755

Customer: 1139

VIN: 1FTFN1E0BE
2011 FORD F150
Miles-In: 1176 Ours: \$17

ST. PETERS MO

Home:
Cellular:
E-mail:

Work:

Comment: APT REM CLL DS 10/15
Advisor: 000412-Scott A. Kunselman

Hat: 4729

Date In: 10/28/2011

OP Acct Tech Hours Complaint/Cause/Correction Per Unit Extended Price

[WARRANTY]

A SRVWNT Multi W 13211
 CUSTOMER STATES POOR FUEL ECONOMY
 THE FUEL PUMP ON THE LOW SIDE WAS BLEEDING OFF AND CAUSING
 MISFIRES ON START UP, THE LOW PRESURE PUMP WILL NEED
 REPLACED THEN RETEST. PUMP WAS REPLACED THEN RETESTED OK.
 TESTED CAC SYSTEM AND FOUND NO LEAKS, THE MISFIRE MONITOR
 TEST REVEALED #4 HAVING 2 MISFIRE EVENTS DURING THE TEST BUT
 IT WILL NOT FAIL UNDER DRIVING CONDITIONS HOT OR COLD
 HOWEVER DURING COLD START UP I NOTICED IT MISSES ON ALL 6
 CYLINDERS FOR APROX 5 TO 8 SECONDS THEN SMOOTHS OUT AND WILL
 NOT DO IT AGAIN UNTIL COMPLETELY COLD. THE ETHANOL IS LESS
 THAN 10% AS PER PPT HE BUT I AM UNABLE TO TEST THE LOW FUEL
 PRESSURE AT THIS TIME. AS I LACK THE ADAPTER,
 AL- REPLACED FUEL PUMP AND PUT NEW GAS IN, ROAD TEST, FELT
 LIKE IT DROVE THE SAME AS BEFORE. ALSO NOTICED OIL LEFT AND
 TURBO IS MUCH NOISIER THAN THE RIGHT. USED STETHESCOPE TO
 LISTEN TO TURBOS, LEFT TURBO IS MUCH NOISIER THAN THE RIGHT,
 THE RIGHT HAND TURBO IS QUIET. REMOVED TURBO AND INSPECTED,
 FOUND EXCESS ENDPLAY AND AXIAL PLAY. ORDERED TURBO,
 REPLACED TURBO AND GASKETS. FILLED COOLING SYSTEM, ROAD
 TEST, VEHICLE IS NOW GETTING 21 MPG WITH NORMAL DRIVING AND
 NOISE IS GONE.

Parts: 1 4L3Z9265A GASKET
1 SO BL3Z9H107C SENDER AND PUMP ASY

29

>>>> CONTINUED ON NEXT PAGE <<<<

The undersigned hereinafter called "insured" for the duration of repairs made to the above vehicle does hereby grant to SUNSET FORD INC. of St. Louis the Power of Attorney to sign or endorse any check or draft made payable to insured for repairs to damages on this insured automobile.

DISCLAIMER OF WARRANTY: All warranties on this product are the manufacturer's. The dealer SUNSET FORD INC. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and SUNSET FORD INC. neither assumes nor authorizes any other person to assume any liability in connection with the sale of this product.

WARRANTY DISCLAIMER: I certify that the information on this invoice is accurate and, unless shown, the services were performed at no charge to the customer. To my knowledge, this repair conforms to the manufacturer's specifications and is completed in accordance with Ford Vehicle Repair & Paint.

Signature: _____

Signature (for on file)

Signature (General Manager or Authorized Person) Date



11108 GRAVONS ROAD
ST. LOUIS, MISSOURI 63127
Phone: (314) 243-4431 Fax: (314) 467-1270
www.sunsetford.com

Phone: 107828
Cashier: 5946-1
Date Out: 11/22/2011

OPEN IN 11060 T:0944

Customer: 1118

VIN: 1FTFW1E0B051176
2011 FORD F150
Miles-In: 1176 Out: 117

Home: [REDACTED]
Cellular: [REDACTED]
E-mail: [REDACTED]
Comment: APT REM CLL OS 10/23
Advisor: 000412-Scott A. [REDACTED]

Work [REDACTED]
Hat: 4829
Date In: 10/22/2011

OF Acct Tech Hours Complaint/Cause/Correction Per Unit Extended Price

[WARRANTY]

B SRVWNT 000484W 12.70
CUSTOMER STATES VEHICLE LACKS POWER
CONCERN RELATED TO LING
Parts: 4 SO W7149033900 STUD
1 SO BL329433A GASKET
1 SO BL326N0327 GASKET
1 SO BL329433C GASKET - EXHAUST MANIFOLD
1 SO BL326K0327 TURBOCHARGER ASY
1 VC3B ANTI-FREEZE

[CUSTOMER PAY]

C SRV 000484 01.261 Labor Total: 10.54
CUSTOMER STATES OIL & FILTER CHANGE
COMPLETED LOBS, OIL FILTER CHANGE
Parts: 1 AA526711A FILTER ASY - OIL 7.16 7.16
60 5W30 5W30 BULK OIL 0.23 13.80
Total Parts: 20.96
Operation Total: 31.50

[CUSTOMER PAY]

*O SRV 555555 Labor Total: 0.00
FUEL CHARGES Gasoline 15.60
Operation Total: 15.60

[WARRANTY]

*B SRVWNT 555555W 61.7207
CUSTOMER STATES RENTAL VEHICLE / TAP / CNA / ESP / RECALL

>>>> CONTINUED ON NEXT PAGE <<<<

The undersigned hereinafter called "insured" hereby grants to Sunset Ford of St. Louis the Power of Attorney to sign or endorse any check or invoice made payable to insured for repairs to damage on the above described automobile.

DISCLAIMER OF WARRANTY: All warranties on this product are the manufacturer's. The dealer SUNSET FORD CO. INC. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and SUNSET FORD CO. INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product.

WARRANTY/Disclaimer: I certify that the information on this form is accurate and, unless shown, the repairs were performed at no charge to the owner. To my knowledge, this repair does not vary with any accident, negligence, or abuse and is complete with Ford Work Order # [REDACTED]

Signature: _____ Signature (if on file)

Signed By: Not, General Manager or Authorized Person Date



11708 Gravel Road Saint Louis, Missouri 63127
Phone: (314) 863-4481 Fax: (314) 467-1200
WWW.SUNSETFORD.COM

RO: 111608
Cashier: 13:37-1
Date Out: 02/01/2012

OPEN
IN:1528OUT:1336

Customer: 1139

VIN: 1F17W1ET0BF
2011 FORD F150
Miles In: 8213 Out: 8213
Delivered: 10/26/2011

Home: [REDACTED]
Cellular: [REDACTED]
E-mail: [REDACTED]
Advisor: 000412-Scott A. Kunselman

Work: [REDACTED]
Hat: 3606

Date In: 01/24/2012

OP	Acct	Tech	Hour	Complaint/Cause/Correction	Per Unit	Extended Price
A	SRVWNT 000660W		12702	[WARRANTY] CUSTOMER STATES UNDER LIGHT ACCEL VEHICLE HAS HISS FROM TURBO-----D50 TEST DROVE WITH CUSTOMER AND VERIFIED THE CONCERN, I TRACKED THE HISS TO THE RT THIRD BYPASS VALVE IT IS STICKING OPEN AT TIMES AND IT WILL NEED BE REPLACED THEN RETEST. I REPLACED THE TURBO BYPASS SOLENOIDS AND RETESTED OK AT THIS TIME. Parts: 1 80 BL389463A VALVE ASY - RUBBER		
B	SRVWNT 000660W		12702	[WARRANTY] CUSTOMER STATES FUEL MILEAGE WAS GOOD WHEN 1ER GOT BACK, BUT NOW ITS BACK TO 15-16 MPG-----D35 SEE LINE 1		
C	SRVWNT 000660W		12702	[WARRANTY] CUSTOMER STATES VEHICLE HAS RANDOM MISFIRE/LACKS POWER AND RUNS ROUGH-----D42 SEE SSM 22192 ENGINEERING IS WORKING ON CONCERN		
D	SRV 555555		607207	[CUSTOMER PAY] CUSTOMER STATES RENTAL VEHICLE---TAP	Labor Total:	0.00

>>>> CONTINUED ON NEXT PAGE <<<<



11780 Gravois Road, St. Louis, Missouri 63127
Phone: (314) 863-4431 Fax: (314) 447-1277
WWW.SUNSET-FORD.COM

RO: 111608
Cashier: 13:37-1
Date Out: 02/01/2012

OPEN
IN-1528OUT:1336

>>>> CONTINUED FROM PREVIOUS PAGE <<<<
Customer: 1139

WIN: 1RTW1T0BF
2011 FORD F150
Miles In: 8213 Out: 8213
Delivered: 10/26/2011

Home: [REDACTED] Work: [REDACTED]
Cellular: [REDACTED]
E-mail: [REDACTED]
Advisor: 000412-Scott A. Kunselman Hat: 3606

Date In: 01/24/2012

OP	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
				[WARRANTY]		
*E	SRVWNT 000660W		0.50	CUSTOMER STATES HAS HARD BRAKE PEDAL---TSE VERIFIED THE CONCERN I RAN COASTS AND FOUND TSE 11-10-2011 PERFORMED IT AND REPAIRED THE ABS AND RETESTED OK. 2001 (42)		
				[WARRANTY]		
*F	SRVWNT 000660W		1.50	CUSTOMER STATES VEHICLE HAS VIBRATION-BAD.CK AND ADVISE TWC01 (D9) I VERIFIED THE CONCERN I ROAD FORCED BALANCED AND I FOUND TH E LEFT FRONT HAD I CHECKED RUN OUT AND BALANCE OF HARB RIM, IT WAS OK, I REPLACED THE TIRE AND BALANCED OK. TREAD DEPTH ON OLD TIRE 14/32, DOT# MDU9-011R-1911, NEW TIRE DOT# 4BU9-011R-3311		
	Parts: 1		9001123518-18	P275/65R18		

The undersigned hereinafter call (as agent) for consideration of repairs made to the above vehicle. I hereby grant to Sunset Ford of St. Louis this Power of Attorney to sign or endorse any checks and/or drafts made payable to insured for repairs to damages on the above described automobile.

WARRANTY DISCLAIMER: I certify that the information on this claim is accurate and unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence, or abuse and is compliant with Ford Warranty Policy.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. The seller, SUNSET AUTO CO INC, hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose of SUNSET AUTO CO INC. Neither seller nor technician any other person to assume for it any liability in connection with the sale of the product.

Signature, Dealer, Manager or AUTHORIZED PERSON DATE

Signature: _____

Thank you for allowing us to serve you!

12650DX1	EXTRA TIME TO REPEAT FINAL QUICK TEST
12650D45	PIN POINT TEST DIAGNOSIS
12650D81	NGS RECORDER / MONITOR ROAD TEST DIAGNOSIS

Parts Details

Casual Flag	Prof	Base	Suff	Part Description	CPSC	Part Quantity
N	BL3Z	6A212	D	PIPE ASY MUFFLER INL	090101	1
Y	BL3Z	5E212	E	CONVERTER CATALYTIC	090201	1



11700 Gravois Road Saint Louis, Missouri 63127
 Phone: (314) 843-4431 Fax: (314) 467-1270
 WWW.SUNSET-FORD.COM

RO: 111608
 Cashier: 13:37-1
 Date Out: 02/01/2012

OPEN
 IN: 1528OUT: 1336

>>>> CONTINUED FROM PREVIOUS PAGE <<<<
 Customer: 1139

VIN: 1FTFW1ET0BF [REDACTED]
 2011 FORD F150
 Miles-In: 8213 Out: 8213
 Delivered: 10/26/2011

Home: [REDACTED] Work: [REDACTED]
 Cellular: [REDACTED]
 E-mail: [REDACTED]
 Advisor: 000412-Scott A. Kunselman Hat: 3606

Date In: 01/24/2012

OP	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
----	------	------	-------	----------------------------	----------	----------------

*E	SRVWNT 000660W	08FOZ		[WARRANTY] CUSTOMER STATES HAS HARD BRAKE PEDAL---TSB VERIFIED THE CONCERN, I RAN OASIS AND FOUND TSB 11-10-24, I PERFORMED IT AND REFLASHED THE ABS AND RETESTED OK. 2001 {42}		
----	----------------	-------	--	---	--	--

*F	SRVWNT 000660W	15FOZ		[WARRANTY] CUSTOMER STATES VEHICLE HAS VIBRATION-BAD.CK AND ADVISE TWC01 {D9} I VERUIFIED THE CONCERN, I ROAD FORCED BALANCED AND I FOUO TH E LEFT FRONT BAD, I CHECKED RUN OUT AND BALANCE OF BARE RIM, IT WAS OK, I REPLACED THE TIRE AND BALANECED OK. TREAD DEPTH ON OLD TIRE 14/32, DOT# MDU9-011R-1911, NEW TIRE DOT# 4BU9-011R-3311		
----	----------------	-------	--	---	--	--

Parts: 1 9001183538418 P275/65R18

The undersigned hereinafter call "Insured" for consideration of repairs made to the above vehicle does hereby grant to Sunset Ford of St. Louis this Power of Attorney to sign or endorse any checks and/or drafts made payable to insured for repairs to damages on the above described automobile.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. The seller SUNSET AUTO CO INC. hereby expressly disclaiming all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and SUNSET AUTO CO INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the product.

WARRANTY DISCLAIMER: I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence, or abuse and is compliant with Ford Warranty & Policy.

Signed Dealer, General Manager or Authorized Person Date

Signature: _____

Thank you for allowing us to serve you!



11700 Gravois Road Saint Louis, Missouri 63127
 Phone: (314) 843-4431 Fax: (314) 467-1270
 WWW.SUNSET-FORD.COM

RO: 111608
 Cashier: 13:37-1
 Date Out: 02/01/2012

OPEN
 IN: 1528 OUT: 1336

Customer: 1139

VIN: 1FTFW1ET0B1
 2011 FORD F150
 Miles-In: 8213 Out: 8213
 Delivered: 10/26/2011

ST. PETERS MO

Home: [REDACTED] Work: [REDACTED]
 Cellular: [REDACTED]
 E-mail: [REDACTED]
 Advisor: 000412-Scott A. Kunselman Hat: 3606 Date In: 01/24/2012

OP	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
[WARRANTY]						
A	SRVWNT 000660W		12FOZ	CUSTOMER STATES UNDER LIGHT ACCEL VEHICLE HAS HISS FROM TURBO-----D50 TEST DROVE WITH CUSTOMER AND VERIFIED THE CONCERN, I TRACKED THE HISS TO THE RT TURBO BYPASS VAVE IT IS STICKING OPEN AT TIMES AND IT WILL NEED REPLACED THEN RETEST. I REPLACED THE TURBO BYPASS SOLENOIDS AND RETESTED OK AT THIS TIME. Parts: 1 SO BL3Z9961A VALVE ASY - RUBBER		
[WARRANTY]						
B	SRVWNT 000660W		12FOZ	CUSTOMER STATES FUEL MILEAGE WAS GOOD WHEN LSR GOT BACK, BUT NOW ITS BACK TO 15-16 MPH-----D35 SEE LINE 1		
[WARRANTY]						
C	SRVWNT 000660W		12FOZ	CUSTOMER STATES VEHICLE HAS RANDOM MISFIRE/LACKS POWER AND RUNS ROUGH-----D42 SEE SSM 22192 ENGINEERING IS WORKING ON CONCERN		
[CUSTOMER PAY]						
D	SRV 555555		60FZ07	CUSTOMER STATES RENTAL VEHICLE---TAP	Labor Total:	0.00

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11700 GRAVOIS ROAD
ST. LOUIS, MISSOURI 63127
Phone: (314) 843-4431 Fax: (314) 467-1270
WWW.SUNSETFORD.COM

RO: 107825
Cashier: 09:46-1
Date Out: 11/23/2011

OPEN
IN:1606OUT:0944

VIN:1FTFW1ET0BF
2011 FORD F150
Miles-In: 5176 Out: 5176

Customer: 1139
ST. PETERS MO

Home: [REDACTED] Work: [REDACTED]
Cellular: [REDACTED]
E-mail: [REDACTED]
Comment: APT REM CLL DS 10/25
Advisor: 000412-Scott A. Kunselman

Hat: 4329 Date In: 10/26/2011

OP	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
[WARRANTY]						
B	SRVWNT 000484W		12FOZ	CUSTOMER STATES VEHICLE LACKS POWER CONCERN RELATED TO LINE A		
	Parts:	4	SO W714905S900	STUD		
		1	SO BL3Z9450A	GASKET		
		1	SO BL3Z6N652A	GASKET		
		1	SO BL3Z9450C	GASKET - EXHAUST MANIFOLD		
		1	SO BL3Z6K682E	TURBOCHARGER ASY		
		1	VC3B	ANTI-FREEZE		
[CUSTOMER PAY]						
C	SRV 000484		01F201	CUSTOMER STATES OIL & FILTER CHANGE COMPLETED LUBE, OIL FILTER CHANGE	Labor Total:	10.54
	Parts:	1	AA5Z6714A	FILTER ASY - OIL	7.16	7.16
		60	5W30	5W30 BULK OIL	0.23	13.80
					Total Parts:	20.96
					Operation Total:	31.50
[CUSTOMER PAY]						
*D	SRV 555555			FUEL CHARGES Gasoline	Labor Total:	0.00
					Operation Total:	15.60
[WARRANTY]						
*E	SRVWNT 555555W		60F207	CUSTOMER STATES RENTAL VEHICLE / TAP / CNA / ESP / RECALL		

>>>> CONTINUED ON NEXT PAGE <<<<

The undersigned hereinafter called "insured" for consideration of repairs made to the above vehicle does hereby grant to Sunset Ford of St. Louis the Power of Attorney to sign or endorse any checks and/or drafts made payable to insured for repairs to damages on the above described automobile.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. The seller SUNSET AUTO CO INC. hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and SUNSET AUTO CO INC neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the product.

WARRANTY DISCLAIMER: I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence, or abuse and is compliant with Ford Warranty & Policy.

Signature: _____ Signature not on file
Signed Dealer, General Manager or Authorized Person Date _____



11700 GRAVOIS ROAD
 ST. LOUIS, MISSOURI 63127
 Phone: (314) 843-4491 Fax: (314) 467-1270
 WWW.SUNSET-FORD.COM

RO: 107825
 Cashier: C9:46-1
 Date Out: 11/23/2011

Customer: 1139

OPEN
 IN: 1606OUT:0944
 VIN: 1FTFW1ET0B1
 2011 FORD F150
 Miles-In: 5176 Out: 5176

Home: [REDACTED]
 Cellular: [REDACTED]
 E-mail: [REDACTED]
 Comment: APT REM CLL DS 10/25
 Advisor: 000412-Scott A. Kunselman

Work: [REDACTED]
 Hat: 4329 Date In: 10/26/2011

OP Acct Tech Hours Complaint/Cause/Correction Per Unit Extended Price

[WARRANTY]
 A SRVWNT Multi W 12FZ11
 CUSTOMER STATES POOR FUEL ECONOMY
 THE FUEL PUMP ON THE LOW SIDE WAS BLEEDING OFF AND CAUSING
 MISFIRES ON START UP, THE LOW PRESURE PUMP WILL NEED
 REPLACED THEN RETEST. PUMP WAS REPLACED THEN RETESTED OK.
 TESTED CAC SYSTEM AND FOUND NO LEAKS, THE MISFIRE MONITOR
 TEST REVEALED #4 HAVING 2 MISFIRE EVENTS DURING THE TEST BUT
 IT WILL NOT FAIL UNDER DRIVING CONDITIONS HOT OR COLD
 HOWEVER DURING COLD START UP I NOTICED IT MISSES ON ALL 6
 CYLINDERS FOR APROX 5 TO 8 SECONDS THEN SMOOTHS OUT AND WILL
 NOT DO IT AGAIN UNTIL COMPLETELY COLD. THE ETHANOL IS LESS
 THAN 10% AS PER PPT HC BUT I AM UNABLE TO TEST THE LOW FUEL
 PRESSURE AT THIS TIME AS I LACK THE ADAPTER,
 AL- REPLACED FUEL PUMP, AND PUT NEW GAS IN, ROAD TEST, FELT
 LIKE IT DROVE THE SAME AS BEFORE. ALSO NOTICED THT LEFT HAND
 TURBO IS MUCH NOISIER THAN THE RIGHT. USED STETHESCOPE TO
 LISTEN TO TURBOS, LEFT TURBO IS MUCH NOISIER THAN THE RIGHT,
 THE RIGHT HAND TURBO IS QUIET. REMOVED TURBO AND INSPECTED,
 FOUND EXCESS ENDPLAY AND AXIAL PLAY. ORDERED TURBO.
 REPLACED TURBO AND GASKETS, FILLED COOLING SYSTEM, ROAD
 TEST, VEHICLE IS NOW GETTING 21 MPG WITH NORMAL DRIVING AND
 NOISE IS GONE.
 Parts: 1 4L3Z9276AA GASKET
 1 SO BL3Z9H307C SENDER AND PUMP ASY

>>>> CONTINUED ON NEXT PAGE <<<<

The undersigned hereinafter called "insured" for consideration of repairs made to the above vehicle does hereby grant to Sunset Ford of St. Louis this Power of Attorney to sign or endorse any checks and/or drafts made payable to insured for repairs to damages on the above described automobile.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. The seller SUNSET AUTO CO INC. hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and SUNSET AUTO CO INC neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the product.

WARRANTY DISCLAIMER: I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence, or abuse and is compliant with Ford Warranty & Policy.

Signature: _____ Signature not on file
 Signed Dealer, General Manager or Authorized Person Date _____

Detailed Vehicle Specification

VIN	1FTFW1ET0BF [REDACTED]		
Vehicle Line	T/F6	Market Derived Code	F
Body Cab	T/BC	Ver. Series	T/AM
Drive Type	T/E		
PLT CD	AF	TRS CD	T/C3 ENG CD T/KW
Production Date	19-MAY-11	Warranty Start Date	25-JUL-11
Selling Dealer	163078	Selling Country	USA

Vehicle Information

Model Year 2011
Market Derived F - FORD
Body/Cab Type T/BC-DOUBLE CAB (CREW CAB)
Version/Series T/AM-150 SERIES
Drive Type T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line T/F6-F150/LINCOLN MARK LT [04-12]
Warranty Start Date 25-JUL-2011
Production Date 19-MAY-2011
Vin 1FTFW1ET0BF [REDACTED]

Dealer Information

Dealer Name BOMMARITO FORD
Dealer Code 08189-
Address 675 DUNN ROAD
City HAZELWOOD
State MO
Zip Code 63042
Country USA
RegionCode NA
Phone

Comments

Customer Concern Code E29-CHECK ENGINE LIGHT TROUBLE
Condition Code 42-DOES NOT OPERATE PROPERLY
Technician Comment VERIFY CHECK ENGINE LIGHT IS ON COMPUTER TEST FOUND P0430 PINPOINT TEST, PID MONITOR TEST, ACCESS AND REPLACE BANK 2 EXHUST CONVERTER, CLEAR CODES AND RETST OK
Customer Comment CHECK ENGINE LIGHT IS ON AND ENGINE LACKS POWER

Claim Information

Document Number 41978601
Repair Date 27-SEP-2011
Distance 3333
Time In Service 3

Labor Details

Labor Op Code	Labor Op Description
9350B	FUEL PUMP PRESSURE TEST ON VEHICLE DIAGNOSIS
5212BL	CATALYTIC CONVERTER REPLACE
12850D	EEC - (QUICK TEST) DIAGNOSIS

<http://www.fordtechservice.dealerconnection.com/vdirsnet/applicationservices/warranty?y...> 1/19/2012

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, Ohio, Texas, Wisconsin)

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Number

(312) 678-9428 Ext. 281

Writer's Direct Facsimile

(866) 309-9458

Writer's Direct E-Mail

amactrell@consumerlawcenter.com

www.krohnandmoss.com

Writer Licensed to Practice

Only in:

Missouri

Kansas

Illinois

February 9, 2012

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

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2011 Ford F150

VIN: 1FTFW1ET0BF [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine as evidenced by illumination of the check engine light, lack of power, poor fuel mileage, hiss noise from turbo during light acceleration and engine misfiring;
2. Defective brakes as evidenced by stiff brake pedal;
3. Defective steering/suspension as evidenced by severe vibration in vehicle; and

February 9, 2012

4. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, and you are hereby notified of the need for repair. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my 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 client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my 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 car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be

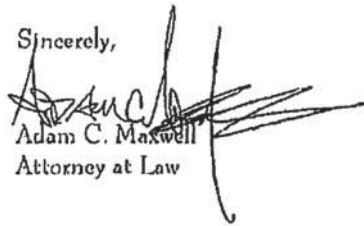
February 9, 2012

liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,



Adam C. Maxwell
Attorney at Law

ACM/tm

cc: 



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Missouri

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 for Ford, Lincoln, and Mercury cars and light trucks that are:

- ♦ 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 Missouri; and
- ◆ Purchased or leased in the United States and normally operated in the United States.

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 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
- ◆ 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, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- ♦ **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Ford will also refund sales tax, original license fees, original registration fees, and original title fees.

- ♦ **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease).

If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

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

Deductions/Exclusions from a Repurchase or Replacement Award

- ◆ If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- ◆ If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- ◆ 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.



The Riffe Law Firm

A Texas Professional Limited Liability Company

2591 Dallas Parkway • Suite 300 • Frisco, Texas 75034
Telephone: 214-281-8909 Facsimile: 888-370-3148 Email: briffe@riffelawfirm.com

January 15, 2013

VIA CERTIFIED MAIL

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

13 JUN 18 3:04
CONSUMER AFFAIRS
SECTION

Re: Settlement Demand
Our Client: [REDACTED]
Vehicle: 2012 Ford F-150
Purch/Lease Date: August 20, 2012
VIN: 1FTFW1ET5CF [REDACTED]
Current Mileage: 7500

Dear Sir or Madam:

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle which was obtained from Murray Motor Co. [REDACTED] Texas [REDACTED]. Since that time, my client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, my client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Check engine light and loss of power; and
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Texas Lemon Law, the Magnuson-Moss Warranty Act and the Texas Uniform Commercial Code.

Therefore, you (and the authorized dealer) are hereby notified that my client is revoking acceptance of the vehicle effective immediately. My client has directed this office to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including

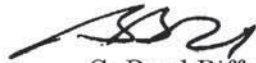
attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT MY CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.¹

Further, I am putting you on notice under the Texas DTPA, Section 17.50 you may be liable for up to three (3) times economic damages, plus attorney's fees and costs. Those damages are as follows:

1. The Total Purchase/Lease Price (including finance charges) of approximately \$43,800.00;
2. Any out of pocket expenses (to be furnished later);
3. Attorneys Fees and Costs of \$2,500.00.

Please contact this office as soon as possible to discuss resolving this matter. Should you require copies of the purchase documents, repair orders in my client's possession, and any other documents pertinent to this claim, please do not hesitate to contact the undersigned. I would like to be able to reach an amicable agreement within the sixty (60) days required by the Texas DTPA. However, if this is not possible, I have been directed by my client to commence formal legal proceedings at that time.

Sincerely,



G. Brad Riffe
Attorney for [REDACTED]

cc: [REDACTED]

¹Until this matter is resolved, my client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumers' choice, especially while the vehicle remains under warranty.

CAUSE NO. 2013-174

FILED

2013 MAR 25 AM 9:01
JENICA TURNER, CLERK
DISTRICT COURT
WOOD COUNTY, TEXAS

[REDACTED]

Plaintiff

VS.

FORD MOTOR COMPANY,

Defendant

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

402 JUDICIAL DISTRICT

WOOD COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW [REDACTED] Plaintiff in the above entitled and numbered cause, and files this, his Original Petition, complaining of Ford Motor Company ("Defendant"), and for cause would show unto the Court as follows:

I.

DISCOVERY CONTROL PLAN

- 1. Discovery is intended to be conducted under Level 2 of Texas Rule of Civil Procedure 190.

II.

PARTIES

- 2. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of Texas, residing at [REDACTED] Quitman, TX [REDACTED]
- 3. Defendant, Ford Motor Company is a business corporation qualified to do and regularly conducting business in the State of Texas, with its principal place of

business located in Michigan and can be served at its local residence c/o CT Corporation System, 350 N. St. Paul Street, Dallas, TX 75201.

III.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the Defendant as it either conducts business in or personally resides in the State of Texas.
5. The amount in controversy is within the jurisdictional levels of this Court.
6. Venue is permissible in WOOD County as Defendant (can be served here) or because Plaintiffs are residents of this County or because the vehicle was purchased and/or repaired in said County.

IV.

INTRODUCTION

7. On or about August 20, 2012, Plaintiff purchased a 2012 Ford F-150, manufactured and warranted by Defendant, bearing Vehicle Identification Number 1FTFW1ET5CF [REDACTED] hereinafter "the vehicle").
8. The vehicle was purchased in the State of Texas and registered in Texas.
9. The price of the vehicle and/or the total of payments is approximately \$43,800.00.
10. The vehicle's nonconformities were reported to the Defendant and/or its authorized dealer(s) on the following dates: (i) October 1, 2012; and (ii) December 5, 2012.
11. The primary vehicle non-conformities include, but are not necessarily limited to, the following: Check engine light and loss of power.

12. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s)/agent(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
13. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items which are in the possession of the Defendant, who created them and is fully aware of their terms.
14. Plaintiff notified the Defendant and/or its authorized dealer(s)/agent(s) on one or more occasions, and/or formally notified the Defendant by letter of Defendant's failure to timely repair the vehicle and requested the return of all funds paid toward the vehicle.

V.

TEXAS DECEPTIVE TRADE PRACTICES ACT

15. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
16. Texas Business & Commerce Code §17.41 et seq. is commonly known as, and will hereinafter be referred to as, the "Texas Deceptive Trade Practices Act" or "TDTPA."
17. Plaintiff is a "Consumer" within the meaning of §17.45(4).
18. Defendant is a "Person" within the meaning of §17.45(3).
19. Defendant provided "Services" to the Plaintiff within the meaning of §17.45(2).

20. Defendant engaged in a "Trade" or "Commerce" within the meaning of §17.45(6).
21. The Defendant has engaged in the following false, misleading or deceptive acts or practices in connection with its goods and/or services, including but not limited to:
 - (a) The Defendant has represented that goods or services have certain quantities, characteristics, ingredients, uses or benefits that they do not have.
 - (b) The Defendant has represented that goods or services are of a particular standard, quality or grade, style or model, and they are of another.
 - (c) The Defendant has represented that repairs, alterations, modifications, or services have been performed or parts installed when Defendant has failed to do so.
 - (d) The Defendant has represented that a guarantee or warranty confers or involves rights or remedies which it does not.
 - (e) Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.
 - (f) Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
 - (g) Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

- (h) Defendant may have failed to provide Plaintiff with repair orders at the time of service.
 - (i) Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligation to the Plaintiffs.
 - (j) Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work.
 - (k) Defendant breached its express warranty pursuant to §17.50(a).
 - (l) Defendant breached one or more implied warranties such as the implied warranty of merchantability and/or fitness for a particular purpose pursuant to §17.50(a).
22. Plaintiff relied on the Defendant's representations to his detriment pursuant to §17.50(a)(1).

VI.

MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

23. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
24. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).
25. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).
26. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6) and/or a "Service Contract" as defined by 15 U.S.C. §2301(8).

27. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
28. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310(e).
29. Section 15 U.S.C. §2310(d)(1) provides:

Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief...
30. As a direct and proximate result of Defendant's failure to comply with the express written and implied warranties and/or service contract, Plaintiff has and continues to have damages.
31. Pursuant to 15. U.S.C. §2310(d)(2), Plaintiff seeks all Costs, including attorney's fees and expert witness fees.

VII.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiff asks that the Defendant be cited to appear and answer and, that upon final judgment and/or trial, the Plaintiff has judgment against the Defendant for the following:

- a. An amount equal to Plaintiff's actual damages up to and including the "full purchase price" of the vehicle, including collateral charges, finance charges, incidental and consequential damages;
- b. Costs, including expert witness fees and reasonable attorney's fees; and
- c. For such other relief as this court deems just and proper.

REQUEST FOR RULE 194 DISCLOSURES

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within fifty (50) days of service of this request, the information or material as set forth in Rule 194.2. A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

THE RIFFE LAW FIRM, P.L.L.C.



G. BRAD RIFFE
State Bar # 24062265
Attorney for Plaintiff

Dated: 3/22/13

The Riffe Law Firm, P.L.L.C.
G. Brad Riffe (State Bar # 24062265)
2591 Dallas Parkway, Suite 300
Frisco, TX 75034
Ph.: (214) 281-8909
Fax: (888) 370-3148

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2012-08-20
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PARTS ORDER STATUS - ORDER UPGRADED TO "EMERGENCY"
Dealer: 02626 MURREY MOTOR CO., INC. Origin Desc: DEALER
Odometer: 7222 MI Comm Type: VISIT
Analyst Name: GARY SIMONEK Analyst: G-SIMONE
Action Date: 12/21/2012 Action Time: 09.49.30.529 Action Data: No

Comments WE HAVE PART BL3Z6K775B ON EMERGENCY ORDER L49140. CUSTOMERS TRUCK HAS BEEN HERE SINCE 12-05-2012. CUSTOMER IS HAVING CONCERN AND WILL NOT DRIVE IN DALLAS TRAFFIC.

Ford Confidential

Server: **AWS QA**
 Claims loaded through: **10-APR-2013**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 11-APR-13

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
I1FTFW1ETSCF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-JUN-2012	20-AUG-2012	152451	USA	4	1F01	BL3Z	6K775	B	F04	S11	V52	D42	12
AWS Claim Key:	<u>3349032</u>	Doc #:	05441501	Trx Code:	S07			Labor Hrs:	1.2	Labor Cost:	89.02	Material Cost:	499.59	Total Cost:	588.61								
Dir Cd-Sub Cd:	02626-*	Name:	MURREY MOTOR CO., INC.		Ph:	903-8732511		St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-DEC-2012		DIST(Mile):	7222					
Cust Comments:	RUNNING BAD, NO POWER WHEN RUNNING ON DAMP DAYS																						
Tech Comments:	VERIFIED CONCERN RAN DIAGS. FOUND CODES, RAN OASIS FOUND TSB 12-10-19 RAN TEST FROM TSB, REPLACED CAC ASSY AND CAT CONVERTER ON DRIVERS SIDE RETEST ROAD TEST OK																						
I1FTFW1ETSCF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-JUN-2012	20-AUG-2012	152451	USA	4	6Y20 *	RENTAL *	F04	S11	V52	D42	12		
AWS Claim Key:	<u>3360204</u>	Doc #:	05441502	Trx Code:	P11			Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	420								
Dir Cd-Sub Cd:	02626-*	Name:	MURREY MOTOR CO., INC.		Ph:	903-8732511		St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-DEC-2012		DIST(Mile):	7222					
Cust Comments:	RENTAL FROM CAC FOR 15 DAYS																						
Tech Comments:	CUDL 360 CASE #CAS-1990075-P2B5V0, EMERG ORDE STILL HAVE NOT RECEIVED, GOT FROM ANOTHER DEALER																						

Any comments? You can contact



webmaster

(41)



MURREY MOTOR CO.

P.O. Box 517
Wills Point 903-873-2511 — Dallas 972-226-0999
WILLS POINT, TEXAS 75169

WARRANTY COPY

[REDACTED]

CUST# 10088 (DUPLICATE) RON W54415 PG 1
START 12/05/12 09:11
WARR VEN FRD BILLED 1/23/13 10:06
POW
WRITER GLS
APPROVAL GLS /CDR

QUITMAN TX [REDACTED]

PHONE: HOME [REDACTED]

OWNER 10088 UNIT# [REDACTED] 2012 FORD F150 CURR MI 7,222.0
DELIVERED: 8/20/12
VIN: 1FTFW1ETSCF [REDACTED]

LIST UNIT PRC EXT PRICE
(W) 1. COMPLAINT: RUNNING BAD-NO POWER-WHEN RUN ON DAMP DAYS
VERIFIED CONCERN RUN DIAG KOEC P0300 P0305 P0306 P0430
KOEO KOER P1111 RUN GASTS FOUND TSB 12-10-19 RUN TEST FROM
TSB

CORRECTION: REPLACE CAC ASSY AND CAT CONVERTER ON DRIVERS SIDE
RETEST ROAD TEST OK

LABOR: 121019B	1.20 HRS AT \$74.18 PER HR	89.02
PARTS:		
1.00 BL3Z5E212E	CONVERTER 298.97	209.28
2.00 W5205149440	NUT - ADJU 5.46	2.73
1.00 CL3Z19E678A	11.95	7.17
1.00 BL3Z6K775B	INTERCOOLE 223.23	133.94
2.00 W711201S300	1.00	.50
.40 PARTS MARK-UP	356.85	142.74
	SUBTOTAL LABOR	89.02
	SUBTOTAL PARTS	499.59

(W) 2. COMPLAINT: RENTAL FROM CAC
15 DAYS
CORRECTION: APPROVAL M057H

LABOR:		
MISC: LOANER	DAYS: 15	420.00
	SUBTOTAL MISC	420.00
	TOTAL LABOR	89.02

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto." PAYABLE WILLS POINT, VAN ZANDT COUNTY, TEXAS

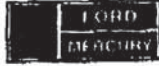
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

DATE SIGNED _____

X _____
(CUSTOMER'S SIGNATURE)

DATE _____

TIME _____



MURREY MOTOR CO.
P.O. Box 517
Wills Point 903-873-2511 — Dallas 972-226-0999
WILLS POINT, TEXAS 75169

WARRANTY COPY

ROBERT G KRAUSE

CUST# 18888 (DUPLICATE) RO# W54415

PG 2

TOTAL PARTS	499.59
TOTAL ALLOW	.00
TOTAL MISC EXPENSES	420.00
REPAIR ORDER TOTAL	1,008.61
FORD RECV-W&P CLAIMS	1,008.61

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the van herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. PAYABLE WILLS POINT, VAN ZANDT COUNTY, TEXAS

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

DATE SIGNED _____

X

(CUSTOMER'S SIGNATURE)

DATE _____

TIME _____

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 Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20095234
Status	Assigned
Currently assigned to	BJAY1
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Kellie Long
Primary contact's phone number	313.248.5970
Primary contact's email address	klong36@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	MURREY MOTOR CO., INC.
P&A Code	02626
Facing Region (SDR separate from Contact Regions)	A1 - SELECT DEALER

Geographic Region (SDR combined with Contact Region)	C1 - DALLAS
FCSD Sales Zone	C03
FCSD Technical Zone	T01
VIN	1FTFW1ET5CF [REDACTED]
Vehicle year/model	2012 F-150
Vehicle mileage	7,222
Repair Order (R.O) #	[REDACTED]
Customer Name	[REDACTED]
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	High

Request description

OGC request FSE assistnace needed for final repair attempt. Customer complaints are CHECK ENGINE LIGHT, LOSS OF POWER. Must be completed by 2/8/13. Contact Kellie Long at 313.248.5970 klong36@ford.com ---Updated By---MCOLEFESC--01/25/2013 01:08:54 PM--

GCQIS Comments	
FSE Comments	
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
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)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MCOLEFESC
Created date	01/25/2013 01:08:54 PM EST
Last Revised by	JCARPE10
Last revised date	01/25/2013 01:51:55 PM EST

This e-mail notification has been generated by: JCARPE10
Thank you..



IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Court Administrator
Office of Court Administration
50 North Duke Street
P.O. Box 83480
Lancaster, PA 17680-3480
Telephone: (717) 295-3584**

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about March 08, 2012, Plaintiff purchased a new 2012Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFW1ET4CF [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$63,373.50. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the warranty period, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective transmission and engine. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Beshore Koller, Manchester, PA is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about March 08, 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

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

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

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

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

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

39. 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.

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (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;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.


53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: 

 Esquire
Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001



BESHORE & KOLLER, INC.

4370 N. GEORGE ST. EXT.D.
 P.O. BOX 398
 MANCHESTER, PA 17345
 www.BeshoreKollerFord.com
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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPLICANT OR THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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

Adv: 708 CRAIG A MARTIN		License: [REDACTED]	1FTFW1ET4 CF [REDACTED]	Page: 1	Invoice: W15889
Invoice to			Driver/Owner Information		
[REDACTED] DOVER, PA [REDACTED] Work: [REDACTED] Home: [REDACTED]			[REDACTED] DOVER, PA [REDACTED] Work: [REDACTED] Home: [REDACTED] Contact: CHRIS DULL		
For Office Use			Vehicle Information		
Odometer in: 1836	Out: 1854	Dist: 1FT WAR W C	Quote	12 FORD F-150 CREW CAB	
			Stock#:	00A82592	
Begin: 03/26/12	Done: 03/28/12	Invoiced: 08/03/12 14:16 KB	Inservice: 03/09/12	Sold: 03/08/12	
Quote after Final Bill				Reprinted 1 times	
Concern 51	DRIVER STATES THAT WHEN GOIN TO ACCEL THAT THE ENGINE FALLS FLAT WITH NO POWER		Operation	Tech Units	Amount
Cause	ALL FOUND NORMMAL WITH ENGINE/TRANS OPERATIPON///// NPF// CND/////		NPF	119	6.9
Correction	RAN ALL EEC AND ENGINE TESTS/RAN ALL TRANS TESTS/ ALL PASSED// CHECKED FOR OASIS AND TSB AND PCM UPDATES/ ALL OK/// NO CODES/ ROADTESATED 25 MILES// ROADTESTED WITH SER MGR// ALL NORMAL OPERATION//// NPF// CND///// ALL FOUND NORMAL OPERATIPON/////				
Type: W	EP- NPF		Subtotal		
			LAB-MECHANICAL	58.90	
			TOTAL CHARGE FOR CONCERN	58.90	
Summary of Charges for Invoice W15889			Payment Distribution for Invoice W15889		
LAB-MECHANICAL		58.90	TOTAL CHARGE	58.90	
TOTAL CHARGE		58.90	WARRANTY	A97.60	
If you have any questions - please see CRAIG A MARTIN					
Last Page					

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X



CUSTOMER

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 at your service

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

Adv: 207 RANDY E GASS		License: [REDACTED]		1FTFW1ET4 CF [REDACTED]		Page: 1	Invoice: W16956
Invoice to				Driver/Owner Information			
[REDACTED] DOVER, PA [REDACTED] Work: [REDACTED] Home: [REDACTED]				[REDACTED] DOVER, PA [REDACTED] Work: [REDACTED] Home: [REDACTED] Contact: ART [REDACTED]			
For Office Use				Vehicle Information			
Odometer in: 3352		Out: 3385		Dist: 1FT WAR W C		Quote	
				12 FORD F-150 CREW CAB			
				Stock#: 00A82592			
Begin: 05/07/12		Done: 05/08/12		Invoiced: 08/03/12 14:19 KB		Inservice: 03/09/12	
				Sold: 03/08/12			
Quote after Final Bill				Reprinted 1 times			
Concern 51	OWNER STATES AT TIMES DURING FULL THROTTLE ACCLERATION ENGINE LOOSES ALL OWER AND A VIBRATION IS FELT RELEASING AND REAPPLING THROTTLE DOES NOT CORRECT			Operation	Tech Units	Amount	
Cause	CHECKED ENGINE/ TRANS OPERATION///			NPF	124	1.5	N/C
Correction	RAN ALL EEC AND ENGINE TESTS//ALL PASSED/RAN IDS TESTS/RAN F/DS/CKED OASIS/CKED/SSM#22225//CKED FOR LATEST PCM UPDATES/CALLED HOTLINE/CHECKED INTAKE/THROTTLE BODY//ALL FOUND OK/// NPF// CND//// FORD CONT# 105389664/ FP- NPF			Subtotal			
Type: W				LAB-MECHANICAL		58.16	
				TOTAL CHARGE FOR CONCERN		58.16	
Concern +52	CUST SAYS AT TIMES THROTTLE RESPONSE ERRATIC// TRANS OR ENGINE////			Operation	Tech Units	Amount	
Cause	TRANS AND ENGINE WORKING OK///// NPF// CND///// ALL OK////			NPF	124	0.9	N/C
Correction	RAN ALL EEC AND ENGINE/ TRANS TESTS/ CHECKED TRANS OPERATION COMPELTE/ CHECKED OVER COMPELRT E AND RECALLED TECH HOTLINE/ CHECKED INTAKES/THROTTLE BODY//// NPF/// CND///// UNABLE TO DUPLICATE CONCERN////FORD ENGINEERING AWARE AND INVESTIGATING CONCERN////NPF/CND			Subtotal			
Type: W	Line Auth: SCHAFFCR 05/08/12 15:32			LAB-MECHANICAL		58.16	
				TOTAL CHARGE FOR CONCERN		58.16	

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

Adv: 708 CRAIG A MARTIN	License: [REDACTED]	1FTFW1ET4 CF [REDACTED]	Page: 1	Invoice: W17832
Invoice to		Driver/Owner Information		
[REDACTED] DOVER, PA Work: [REDACTED] Home: [REDACTED]		[REDACTED] DOVER, PA Work: [REDACTED] Home: [REDACTED]		
For Office Use		Vehicle Information		
Odometer in: 5010	Out: 5010	Dist: 1FT WAR W	Quote	12 FORD F-150 CREW CAB
		Stock#: 00A82592		
Begin: 06/11/12	Done: 06/26/12	Invoiced: 08/03/12 14:19 KB	Inservice: 03/09/12	Sold: 03/09/12

Quote after Final Bill

Reprinted 2 times

Concern	51	DRIVER STATES THAT WHILE DRIVING THE ENGINE LOOSES POWER//// SEE HISTORY/// MAKE ALL REPAIRS AS PER NEW FORD TSB 12/06/04 AND HOTLINE/CRC INSTRUCTIONS//LOANER PROVIDED FROM 6/23/12 TILL REPAIRED/UPDATED PCM/ UPDATE PCM AND INSTALLED DEFLECTOR PLATE OVER PCM AS PER FORD TSB 12/06/04A///	Operation	Tech	Units	Amount
Cause		RAN ALL EEC AND ENGINE TESTS/ NO CODES//ROADTESTED NPF//CND/ CALLED FORD HOTLINE/105389664//CUDL#315141302/TSB UPDATE AVAILABLE, ORDERED ON 6/11/2012// INSTALLED DEFLECTOR KIT OAT PCM AND UPDATED PCM AS PER FORD TSB 12/06/04//RECHECKED/PASSED/NPF/CND/	120604A		124 0.5	ptc
Correction		Part Number PO# Note Description	Qty		Sell	
Parts		FMC W520514 S440 NUT - ADJ	2		3.82	7.64
		FMC CL3219E672A INSF *****	1 C		10.04	10.04
		FMC W711281S300 INSF *****	2 C		14.00	28.00
		Parts: Count: 5.00 Allowance: 13.05				
		FP- 6K775				
		Powertrain Codes: KOEO - PASS KOEC - PASS KOER - PASS				
Type: W			Subtotal			
			PARTS			
			LAB-MECHANICAL			
			TOTAL CHARGE FOR CONCERN			83.50
Concern	+52	LOANER CAR PROVIDED TILL REPAIRED/////	Operation	Tech	Units	Amount
Cause		LOANER CSAR PROVIDED	NC		100 0.0	0.00
Correction		LOANER CAR PROVIDED TILL UPDATE COMPLETED ON 6/25/2012/////				

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

Adv: 708 CRAIG A MARTIN	License: [REDACTED]	1FTFW1ET4 CF [REDACTED]	Page: 1	Invoice: W19288
Invoice to		Driver/Owner Information		
[REDACTED] DOVER, PA [REDACTED] Work [REDACTED] Home: [REDACTED]		[REDACTED] DOVER, PA [REDACTED] Work [REDACTED] Home: [REDACTED]		
For Office Use		Vehicle Information		
Odometer in: 7486	Out: 7488	Dist: 1FT WAR W	Prelim	12 FORD F-150 CREW CAB
		Stock#: 00A82592		
Begin: 08/02/12	Done: 08/03/12	Invoiced: 08/03/12 14:55 KB	Inservice: 03/09/12	Sold: 03/08/12

Customer Concern

Concern	51	Operation	Tech Units	Amount
Cause	DRIVER STATES THAT WHILE DRIVING THE ENGINE HAS A MOMENT WHERE ALL POWER IS LOST///// DEALER NOT ABLE TO DUPLICATE OWNERS REPORTED CONCERN!! CALLED FORD HOTLINE FOR INSTRUCTIONS// RAN ALL EEC AND ENGINE TESTS/ ALL PASSED///// NO CODES// NPF// CND//UNABLE TO DUPLICATE//	12650D	124	0.2
Correction	EEC SYSTEM DIAGNOSIS - (QUICK TEST)// ALL PASSED/CALLED OASIS/ CALLED TECH HOTLINE/CASE#105594421/CHECKED CAC FOR MOISTTURE AS PER FORD HOTLINE//VERY LITTLE MOISTURE/// NO CODES/ ALL PASSED/ NPF//CND// FORD HOTLINE SAYS MAY BE A VEHICLE CHARACTERISTIC//UNABLE TO DUPLICATE OWNERS CONCERN/////NPF//CND			
51-1	EXTRA TIME TO REPEAT FINAL QUICK TEST// ALL PASSED/	12650DX1	124	0.1
51-2	EEC SYSTEM - DIAGNOSTIC PIN POINT TEST// ALL PASSED/	12650D45	124	0.3
51-3	IGNITION SYSTEM - DIAGNOSIS// ALL PASSED/	12650D55	124	0.3
51-4	ADDITIONAL TIME SPENNT CHECKED THE CAC FOR MOISTURE AND CLEANING CAC IF ANY MOISTURE FOUND AS PER FORD HOTLINE INSTRUCTIPONS/ RECHECKED ALL DIAG SUGGESTIONS AS PER TECH HOTLINE///// NPF// CND// FP- DIAG FP- DIAG FP- DIAG FP- DIAG FP- 6K775	MT6K775	124	0.4
Part Auth: SCHAFFCR 08/03/12 14:52				
Powertrain Codes: KOEO - PASS KOEC - PASS KOER - PASS				

DISCLAIMER OF WARRANTIES
 ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

All Action Details for Issue

[Print](#)

VIN: 1FTEW1ET4CE [REDACTED] Year: 2012 Model: Case: 315141302
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-08
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 07/23/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
 Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: DEALER
 Odometer: 6000 MI Comm Type: VISIT
 Analyst Name: CRAIG SCHAFFNER Analyst: C-SCHAFF
 Action Date: 07/23/2012 Action Time: 11.04.07.880 Action Data: No

Comments CUST CALLED DEALER AND SAID HIS VEHICLE CUST OUT AGAIN AND LOST POWER OVER THE WEEKEND!! 3 OR 4TH TIME CONCERN HAPPENED// DEALER COMPLETED TSB 12/06/04A ON 6/25/2012, AND WE AND FORD FELT CONCERN WAS CORRECTED!! THIS WAS 1ST TIME THAT VEHICLE ACTED UP SINCE TSB WAS COMPLETED!! CUSTOMER HAD PREVIOUSLY PURSUED THE LEMON LAW WITH THE BBB A MONTH OR SO AGO!! DEALER NOT SURE IF OWNER WAS STILL PURSUING THIS OR NOT!!

Action: CREATE FOLLOW UP
 Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 6000 MI Comm Type: PHONE
 Analyst Name: TETTERTON, BRIAN Analyst: BTETTERT
 Action Date: 07/24/2012 Action Time: 16.17.36.673 Action Data: Yes

Comments OBC TO DEALERSHIP - SPOKE TO PSD CRAIG. ADVISED PSD THAT WE WOULD NEED MORE INFORMATION ON WHEN THE CONCERN EXISTS. ADVISED TO FIND OUT IF ITS OCCURRING UNDER LOAD/UP A HILL OR IS IT HAPPENING ON WIDE OPEN THROTTLE

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-27-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
 Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 6000 MI Comm Type: OUTBOUND EMAIL- OTHER
 Analyst Name: TETTERTON, BRIAN Analyst: BTETTERT
 Action Date: 07/27/2012 Action Time: 14.09.29.813 Action Data: Yes

Comments CONTACTED DEALERSHIP SM ATTEMPTING TO GET UPDATED INFORMATION

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-30-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
 Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 6000 MI Comm Type: OTHER
 Analyst Name: TETTERTON, BRIAN Analyst: BTETTERT
 Action Date: 07/30/2012 Action Time: 10.56.08.565 Action Data: Yes

Comments TS

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	07-31-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 00167 BESHORE AND KOLLER INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 6000 MI **Comm Type:** INBOUND EMAIL- OTHER
Analyst Name: TETTERTON, BRIAN **Analyst:** BTETTERT
Action Date: 08/01/2012 **Action Time:** 14.49.59.670 **Action Data:** Yes

Comments CUSTOMER HAS DESCRIBED SYSTEMS AS OCCURRING AT CONSTANT SPEED ON HIGH WAY AND THEN ATTEMPTING TO ACCELERATE. VEHICLE WILL THEN "CHUG OR CHOCKE" AND NOT ACCELERATE AS EXPECTED. CONCERNS ARE CONSISTENT WITH HOTLINE NOTES. AT THIS TIME THERE ARE NO FURTHER REPAIRS THAT CAN BE DONE. PER THE HOTLINE NOTES ARE SUPPORTED BY THIS. DEALERSHIP WILL BRIEF CUSTOMER ON DESIGN OF SYSTEM. CUSTOMER WOULD NEED TO OPEN THE THROTTLE ABOVE 3000 RPM EVERY NOW AND THEN AND THIS WILL DISCONTINUE THE CONCERN. ADVISED DEALERSHIP SM OF ALL OF THIS.

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	08-06-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED
Dealer: 00167 BESHORE AND KOLLER INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 6000 MI **Comm Type:** INBOUND EMAIL- OTHER
Analyst Name: TETTERTON, BRIAN **Analyst:** BTETTERT
Action Date: 08/02/2012 **Action Time:** 08.12.40.589 **Action Data:** Yes

Comments PER TECH HOTLINE CONDITION OCCURS WHEN CUSTOMER BUILDS MOISTURE IN CAC. CUSTOMER WOULD NEED TO FROM TIME TO TIME PUT THE RPM OVER 3000 AND CONDITION WILL NOT OCCUR. DEALERSHIP WILL ADVISE CUSTOMER ON DESIGN AND CHARACTERISTICS OF VEHICLE. CLOSING CASE.

Data Element Name	Data Value
-----	-----
CUSTOMER'S LTV SCORE	97
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	

--DEALER'S SHARE OF REPAIR COST-P18 (\$)
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)
--FORDS'S SHARE OF REPAIR COST-P11 (\$)
CLP FINANCIAL ASSIST DENIED? (Y/N) N
NONE OF THE ABOVE (Y/N) Y

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00167 BESHORE AND KOLLER INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 6000 MI **Comm Type:** PHONE
Analyst Name: TETTERTON, BRIAN **Analyst:** BTETTERT
Action Date: 08/23/2012 **Action Time:** 11.58.46.410 **Action Data:** No

Comments OBC TO CUSTOMER - ADVISED CUSTOMER THAT FSE WAS ABLE TO DETERMINE CAUSE OF PROBLEM AND WAS ORDERING PARTS. ADVISED CUSTOMER IT WOULD BE 4-6 WEEKS BEFORE PARTS ARRIVED.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00167 BESHORE AND KOLLER INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 6000 MI **Comm Type:** OTHER
Analyst Name: TETTERTON, BRIAN **Analyst:** BTETTERT
Action Date: 08/23/2012 **Action Time:** 12.07.14.759 **Action Data:** No

Comments 5/75 OFFERED TO CUSTOMER AND ACCEPTED. ESP UPLOADED.

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All Action Details for Issue

[Print](#)

VIN: 1FTEW1ET4CE [REDACTED] Year: 2012 Model: Case: 315141302
Name: [REDACTED] Owner Status: Original WSD: 2012-03-08
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: DRP-REPAIR REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: BETTER BUSINESS BUREAU
Odometer: 4980 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/21/2012 Action Time: 11.05.22.289 Action Data: No

Comments NEW CASE: FRD1221131. PROBLEMS: TRUCK FALL'S ON ITS FACE WHEN TRYING TO PASS.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: BETTER BUSINESS BUREAU
Odometer: 4980 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/22/2012 Action Time: 11.05.10.482 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 4980 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 06/25/2012 Action Time: 15.44.28.677 Action Data: No

Comments OFFER SENT 6-22-2012 --INSPECTION BY AN FSE FOR THE CONCERN OF LOSS OF POWER ON ACCELERATION

Action: FIELD E-MAIL SENT - DRP
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 4980 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 06/25/2012 Action Time: 15.46.05.849 Action Data: No

Comments NEW BBB CASE OPEN--INITIAL REPORT REQUEST SENT TO BESHORE AND KOLLER SM KEVIN GORGEL--TFOAM OPENED FOR REPORT OF AN FSE CONTACT

Action: MEDIATION-REPAIR
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: BETTER BUSINESS BUREAU
Odometer: 4980 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 06/25/2012 Action Time: 21.05.12.954 Action Data: Yes

Comments DATE OF SETTLEMENT 06/25/12 MEDIATED RESULTING IN A FULL REPAIRS

Data Element Name	Data Value
DATE OF SETTLEMENT	06/25/12

Action: SETTLEMENT-AWA DRS SPENDING

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI Comm Type: OTHER

Analyst Name: GRAY, ROBERT Analyst: RGRAY72

Action Date: 06/26/2012 Action Time: 10.56.12.362 Action Data: Yes

Comments SETTLEMENT TO BBB CASE: AN AGREEMENT HAS BEEN REACHED BETWEEN FORD MOTOR COMPANY AND [REDACTED] REGARDING HIS 2012 F-ISO. AN INSPECTION WILL BE ARRANGED AT AN AUTHORIZED FORD DEALERSHIP FOR THE PURPOSE OF ADDRESSING THE TRUCK FALL'S ON ITS FACE WHEN TRYING TO PASS CONCERN LISTED IN ARTHUR KROFT'S BBB AUTO LINE CLAIM. A FORD FIELD SERVICE ENGINEER WILL BE DIRECTLY INVOLVED IN THE INSPECTION PROCESS TO DETERMINE ANY APPROPRIATE WARRANTABLE REPAIRS. INSPECTION AND OR REPAIRS SHOULD BE COMPLETED WITHIN 30 DAYS FROM THE DATE OF THIS LETTER.

Data Element Name	Data Value
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	N
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	N
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	Y

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI Comm Type: OTHER

Analyst Name: GRAY, ROBERT Analyst: RGRAY72

Action Date: 06/27/2012 Action Time: 09.54.36.617 Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED--THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	06-25-2012

Action: FIELD E-MAIL SENT - DRP

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI Comm Type: OTHER

Analyst Name: WHITFIELD, ROS Analyst: R-WHITF4

Action Date: 06/27/2012 Action Time: Action Data: No

16.50.28.550

Comments FIELD EMAIL SENT***REPAIR ATTEMPT***ASSIGNED CASE HANDLER ROSALYN WHITFIELD. CUSTOMER CONTACT# [REDACTED] INFORMED CUSTOMER CASE HANDLER HAS RECEIVED CASE FROM BBB AND WILL BE CONTACTING FSE/DEALER REGARDING REPAIR ATTEMPT. EXPLAINED CASE HANDLER WILL CONTACT CUSTOMER AFTER SPEAKING WITH FSE/DEALER. REFERRED CUSTOMER TO CASE HANDLER FOR QUESTIONS/ASSISTANCE (800# AND EXT).

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI

Comm Type: OTHER

Analyst Name: WHITFIELD, ROS

Analyst: R-WHITF4

Action Date: 06/29/2012

Action Time: 08.18.39.575

Action Data: No

Comments E TRACKER SENT REQUESTING FSE INVOLVEMENT.

Action: INBOUND CALL FROM CUSTOMER

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI

Comm Type: OTHER

Analyst Name: WHITFIELD, ROS

Analyst: R-WHITF4

Action Date: 07/09/2012

Action Time: 14.12.31.515

Action Data: No

Comments RECEIVED CUSTOMER CONTACT- CUSTOMER STATES HE HAS DECIDED NOT TO GO THROUGH WITH THE BBB FSE INSPECTION PROCESS. CUSTOMER STATES HE HAS NOT EXPERIENCED THE CONCERN SINCE THE LAST REPAIR. CASE HANDLER DIRECTED CUSTOMER TO HIS BBB REPRESENTATIVE. CUSTOMER INDICATED HE WOULD CONTACT THE BBB LATER TODAY.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI

Comm Type: OTHER

Analyst Name: WHITFIELD, ROS

Analyst: R-WHITF4

Action Date: 07/12/2012

Action Time: 12.47.37.150

Action Data: No

Comments UNABLE TO IMPLEMENT LETTER SENT TO THE BBB AND 40 DAY TEAM - ON JUNE 25, 2012, THE CUSTOMER SETTLED FOR AN INSPECTION/REPAIR WITH THE INVOLVEMENT OF THE FORD FIELD SERVICE ENGINEER (FSE). I RECEIVED A CALL FROM THE CUSTOMER STATING HE HAS NOT EXPERIENCED ANY PROBLEMS WITH THE VEHICLE SINCE THE LAST REPAIR WAS PERFORMED BY THE DEALERSHIP. THE CUSTOMER STATES HE HAS DECIDED NOT TO GO THROUGH WITH THE BBB MEDIATED SETTLEMENT. AT THIS TIME, WE ASK THAT THE BBB CONTACT THE CUSTOMER AND CONFIRM OUR FINDINGS, AND IF IN AGREEMENT, CLOSE THIS CLAIM OUT, AS CUSTOMER WILL NOT ALLOW PERFORMANCE. THANK YOU FOR YOUR ASSISTANCE.

Action: CUST REJECTS PREVIOUSLY ACCEPTED BBB AWARD- DOESN'T WANT REPAIR

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 4980 MI

Comm Type: OTHER

Analyst Name: WHITFIELD,

Analyst: R-WHITF4

ROS

Action Date: 07/12/2012

Action Time:
12.58.23.160

Action Data: Yes

Comments CUSTOMER HAS DECIDED NOT TO GO THROUGH WITH THE BBB MEDIATED SETTLEMENT. CUSTOMER STATES HE HAS NOT EXPERIENCED A PROBLEM SINCE THE DEALERSHIP PERFORMED THE LAST REPAIR.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF REJECTION	07-12-2012

Action: ASSUME MFR COMPLIED - CUSTOMER SATISFIED

Dealer: 00167 BESHORE AND KOLLER INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 4980 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 07/24/2012

Action Time: 11.05.11.174

Action Data: Yes

Comments DATE AWARD PERFORMANCE COMPLETED 07/24/12 MEDIATED RESULTING IN A FULL REPAIRS

<u>Data Element Name</u>	<u>Data Value</u>
DATE AWARD PERFORMANCE COMPLETED	07/24/12

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All Action Details for Issue

[Print](#)

VIN: 1FTEW1ET4CF[REDACTED] Year: 2012 Model: Case: 315141302
Name: [REDACTED] Owner Status: Original WSD: 2012-03-08
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 05/12/2012

Action: TIER ONE OPEN ISSUE
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: TIER ONE - MELBOURNE
Odometer: 3300 MI Comm Type: PHONE
Analyst Name: FIGUEROA, ARELYS Analyst: AFIGUE27
Action Date: 05/09/2012 Action Time: 08.45.13.712 Action Data: No

Comments -VEH LOSS OF POWER-STALLS-SHAKE AND SHIMMY -VEH HAS BEEN TO DLR 2 TIMES-CUST WOULD LIKE IT FIXED OR ANOTHER VEH**BESHORE AND KOLLER INC. SCHEDULE SERVICE 4370 N GEORGE STREET EXTMANCHESTER PA 17345(717) 266-3651 ****I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.**NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"-ADVISED -BEST NUMBER [REDACTED] -BEST TIME ANYTIME-VEH WITH CUST

Action: TIER ONE OPEN ISSUE
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: TIER ONE - MELBOURNE
Odometer: 3300 MI Comm Type: PHONE
Analyst Name: FIGUEROA, ARELYS Analyst: AFIGUE27
Action Date: 05/09/2012 Action Time: 08.46.49.767 Action Data: No

Comments -ADVISED CUST OF FLMOOWNER.COM-PROVIDED CUST CASE NUMBER

Action: ESCALATED HANDLING REQUIRED - OTHER (EXPLAIN IN COMMENTS)
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: DEALER
Odometer: 3300 MI Comm Type: VISIT
Analyst Name: CRAIG SCHAFFNER Analyst: C-SCHAFF
Action Date: 05/09/2012 Action Time: 14.02.29.102 Action Data: No

Comments VEHICLE AT DEALER /// UNABLE TO DUPLICATE CUST CONCERN/// CALLED FORD HOTLINE// HOTLINE SAYS REVIEW SSM# 22225/// FORD HOTLINE CASE# [REDACTED] /// CHECKED ALL AS PER HOTLINE SUGGESTIONS AND ALL FOUND OK///// CUST SAID CONCERN HAPPENED 2OR 3 TIMES IN 3300 MILES! ///// NPF// CND///// HOTLINE SAYS THEY ARE AWARE OF THIS REPORTED CONCERN, AND ARE WORKING ON A RESOLUTION FOR THE FUTURE, BUT THERE IS NO REPAIR AVAILABLE AT THIS TIME!!

Action: CREATE FOLLOW UP
Dealer: 00167 BESHORE AND KOLLER INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI Comm Type: PHONE
Analyst Name: TETTERTON, BRIAN Analyst: BTETTERT
Action Date: 05/10/2012 Action Time: 11.35.44.886 Action Data: Yes

Comments OBC TO CUSTOMER @ [REDACTED] - LVM FOR CUSTOMER ADVISED WHO I WAS AND WHY I WAS CALLING. LEFT CASE/CONTACT INFO. WILL TRY AGAIN TMR.+++++++IBC FROM CUSTOMER - ADVISED CUSTOMER WHO I WAS AND WHY I WAS CALLING. ADVISED CUSTOMER WE HAD A REPAIR DUE OUT 5-15-2012. ADVISED CUSTOMER I WOULD F/U WITH HIM ON 5-16

CUSTOMER'S LTV SCORE	99
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET4CF [REDACTED]	Year: 2012	Model:	Case: 315141302
Name: [REDACTED]	Owner Status: Original	WSD: 2012-03-08	
Symptom Desc:		Primary Phone: [REDACTED]	
Reason Desc: CORRESPONDENCE - CORRESPONDENCE		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE
CSR

Odometer: 4300 MI

Comm Type: SURVEY

Analyst Name: RICHARDSON
(KRICHA41),KATHY

Analyst: KRICHA41

Action Date: 06/04/2012

Action Time:
10.46.50.525

Action Data: No

Comments CUSTOMER SAID: **ONLINE WTY SURVEY DATED 5/30/12, PREDATES HANDLING. ATTACHING INFO TO FILE.DEALER SAID: BESHORE AND KOLLER INC, 4370 N GEORGE ST EXT, MANCHESTER PA 17345CRC ADVISED: ADD ATTACHMENT TO ISSUE

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All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET4CF [REDACTED] Year: 2012 Model: Case: 315141302
Name: [REDACTED] Owner Status: Original WSD: 2012-03-08
Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 3300 MI Comm Type: INBOUND CUSTOMER EMAIL
Analyst Name: ALJI PALINGCOD Analyst: APALINGC
Action Date: 05/09/2012 Action Time: 11.59.52.870 Action Data: No

Comments CUSTOMER SAID: 1-69UY0J2012 FORD F-150-HAVE PROBLEM WITH THE VEH-WHEN STEPPING IN THROTTLE, IT FALLS FLAT ON IT-DONE IT 4 TIMES WITH 3,000 MILES-THIS IS SAFETY PROBLEM-FMC TOLD THE DLRSHIP THAT DO NOT KNOW HOW TO FIX IT-SEEKING ASSISTANCE*****BESHORE AND KOLLER INC.4370 N GEORGE STREET EXTMANCHESTER PA 17345(717) 266-3651CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-PLEASE CHECK CUDL DOCUMENTATION--SUPPORT DECISION MADE ON 05/09/2012 --CASE WAS ESCALATED TO CCST

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 4200 MI Comm Type: INBOUND CUSTOMER EMAIL
Analyst Name: JOSE, GLAIZA Analyst: GJOSE15
Action Date: 06/03/2012 Action Time: 18.51.37.826 Action Data: No

Comments CUSTOMER SAID: THREAD ID: 1-6AJ948(PLEASE SEE HISTORICALS)-CUST WOULD LIKE TO KNOW WHEN HIS VEH IS GOING TO BE RELEASED-GETTING TIRED OF GETTING NOTHING DONE-1ST TIME WAS TOLD NOTHING IS WRONG-2ND TIME THEY SAID THERE WAS A PROB-IT WAS TO BE FIXED ON 3 WEEKS AGO-HAVE NOT HEARD OF ANYTHING ABOUT THE SOLUTION-WANT VEH TO BE REPLACED OR REPAIRED-TALKED TO BRIAN IN CUST SERV-HE SAID HE IS GOING TO CALL CUT BACK AND NEVER DID -CONTACTED FORD AND THEN NOTHING FIX CUST TRUCK OR GIVE ANOTHER VEH-CUST'S PHONE IS [REDACTED]***BESHORE AND KOLLER INC.4370 N GEORGE STREET EXTMANCHESTER PA 17345(717) 266-3651CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-SUPPORTED DOCUMENTATIONS MADE BY BTETTERT 6/1/12-ADV CUST OF PHRASEOLOGY-ATTACHED CUST EMAIL-UPDATED PROFILE

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All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET4CF [REDACTED]	Year: 2012	Model:	Case: 315141302
Name: [REDACTED]	Owner Status: Original	WSD: 2012-03-08	
Symptom Desc:		Primary Phone: [REDACTED]	
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS		Secondary Phone: [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER		
Dealer:		Origin Desc: MANUAL - PHONE CSR
Odometer: 4200 MI	Comm Type: PHONE	
Analyst Name: JOSE, GLAIZA	Analyst: GJOSE15	
Action Date: 06/03/2012	Action Time: 18.47.53.924	Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 3

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[Attachments](#): 0

Report# :	CC1ET001 NHL	Reviewed Status:	Received:	03/27/2012	
CCRG/EPRC:			Date:		
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET4CP		Build Date:	02/08/2012	
Odometer :	1,854 M	Engine:	3.5L-GTDI	Calibration:	CF613K0A
Transmission:	6R80E	Axle:	3.73 LOCK	A/C:	YES
Dealer:	USA 00167 Beshore and Koller, Inc.		Phone#:	(717) 266-5683	
City:	Manchester	State:	Pennsylvania	Country :	USA
Originator:	DUANE FORSYTHE				
Symptom:	5 54 3 39 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,INTERMITTENT				
Status:					
VFG:	V52 DRIVEABILITY				
Additional Symptom:	INT LACK OF THROTTLE RESPONSE				
Fix:	Causal Component :				
Condition Code:					

Hotliner: AHEBERT8

Phone: 313 317-9379

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR:

Dir Contact: DUANE FORSYTHE

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 03/27/2012 01:44PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES THAT WHEN GOING TO ACCELERATE
THERE WAS NO THROTTLE RESPONSE AND HAD TO PULL OVER AND RESTART AND
THEN NORMAL OPERATION RETURNED DIAGNOSTICS: TEST DROVE CHECKED FOR
CODES AND CHECKED OASIS AND VERIFIED PCM AT LATEST LEVEL PARTS
REPLACED: NONE TECH QUESTION: ANY KNOWN OR ANY OTHER SUGGESTIONS

RECOMM **03/27/2012 01:44PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE**
DUANE, PLEASE VERIFY WITH THE CUSTOMER WHETHER THE WRENCH LIGHT WAS
PRESENT DURING THE LACK OF THROTTLE RESPONSE. IF THE WRENCH LIGHT WAS
PRESENT, THIS WOULD INDICATE THAT THE PCM HAD PUT THE VEHICLE INTO A
FAILSAFE STRATEGY. THE MOST COMMON CAUSE OF THIS IS AN ETB FAULT.
IF THE CONCERN CAN BE DUPLICATED, RECOMMEND TO MONITOR ETC_ACT AND
ETC_DSD. IDEALLY THESE VALUES SHOULD MIRROR EACH OTHER, HOWEVER A
MOMENTARY FLUCTUATION OF 3 DEGREES IS ALLOWED. IF AN ETB CONCERN IS
IDENTIFIED, PLEASE APPLY A SUITABLE LOAD WHILE VOLTAGE DROPPING THE
ETB CIRCUITS. NO MORE THAN .2V SHOULD BE DROPPED ON ANY ONE CIRCUIT.
IF NO CIRCUIT CONCERNS ARE IDENTIFIED, PLEASE REPLACE THE ETB AND
RETEST. IF ETB OPERATION CHECKS OUT OK AND THE WRENCH LIGHT IS NOT
PRESENT, PLEASE REFER TO
HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS
M.ASP?SSM=2225 TARGET='_BLANK'>SSM 2225 FOR INFORMATION REGARDING
THIS CONCERN. ENGINEERING IS CURRENTLY INVESTIGATING THIS CONCERN.
PLEASE MONITOR OASIS FOR UPDATES. SSM 22225 SOME 2011-2012 F150
EQUIPPED WITH A 3.5L GTDI ENGINE MAY EXHIBIT AN INTERMITTENT
STUMBLE/MISFIRE

REPAIR **05/08/2012 12:08PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE**
DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES AT ABOUT 50- 60MPH ON

A HILL THAT ENGINE LOSES ALL POWER AND PRESSING AND RELEASING THE THROTTLE DOES NOT CHANGE ANYTHING. DIAGNOSTICS ALREADY COMPLETED: TESTED EEC, NO CODES, CHECKED OASIS, SSM 22225 STATES ISSUE AND POSSIBLE DTC REPAIR, SINCE THIS HAS NO DTCS ATTEMPTED REPROGRAM OF PCM, ALREADY UP TO DATE, ASSURED IDS VERSION WAS UP TO DATE AND IT IS, DROVE VEHICLE IN MULTIPLE SITUATIONS UP AND DOWN HILLS WITH LOAD AND WITHOUT, STILL NO DUPLICATION OF CUSTOMERS CONCERN PARTS REPLACED: NONE TECH'S QUESTION: THIS VEHICLE HAS BEEN IN 2 TIMES BEFORE FOR THIS SAME CONCERN. I SEE THE SSM 22225 STATES THAT ENGINEERING IS CHECKING IT OUT RIGHT NOW AND TO MONITOR OASIS FOR UPDATE BUT I WAS CURIOUS IF YOU HAVE ANY INPUT ON THIS SUBJECT? IS THERE ANY EASY WAY TO INDUCE THIS ISSUE OF POWER LOSS OR ENGINE STUMBLE? PLEASE ADVISE

RECOMM 05/08/2012 12:08PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE

JONATHAN, THERE ARE MULTIPLE POSSIBILITIES FOR THE CAUSE OF THIS TYPE OF CONCERN. TO IDENTIFY THE ROOT CAUSE FOR THIS CONCERN, IT WILL BE NECESSARY TO DUPLICATE THE CONCERN IF POSSIBLE. IF THERE IS A SURGE TYPE CONDITION ON VERY LIGHT TIP IN WHILE CRUISING AT HIGHWAY SPEEDS, MONITOR THE TURBO_WGATE, TP1/2, LOAD AND TURBO_BPASS/2 DURING THE TIME OF THE CONDITION. IF THE DUTY CYCLE FOR THE TURBO CHARGER WASTE GATE IS FLUCTUATING RAPIDLY IN PERCENTAGE (THUS BEING PORTRAYED AS SPIKES ON THE IDS GRAPH) AND THE BYPASS VALVES CHANGE STATE FROM "ON" TO "OFF" CONSISTENTLY WITH THE WASTE GATE SPIKES, THIS INDICATES A CONCERN. IF FOUND, THOROUGHLY INSPECT ALL OF THE WASTEGATE PRESSURE/VACUUM LINES TO MAKE SURE THAT NONE ARE OBSTRUCTED OR RESTRICTED. ALSO INSTALL A KNOWN GOOD WASTEGATE REGULATING SOLENOID FOR TESTING PURPOSES. IF NO CONCERNS ARE FOUND, PERFORM PPT HN IN THE PC/ED TO VERIFY PROPER OPERATION OF THE WASTEGATE/BYPASS SOLENOIDS. IF NO PROBLEMS ARE FOUND IN THE PPT, THIS CONCERN IS CURRENTLY UNDER INVESTIGATION BY ENGINEERING. IF THE CUSTOMER CONCERN OCCURS UPON HARD ACCELERATION, THIS CONCERN MAY BE CAUSED BY EXCESSIVE CONDENSATION IN THE CAC (CHARGE AIR COOLER) AS OUTLINED IN

href=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=22225 TARGET='_BLANK'>SSM 22225. THIS CONCERN MAY ONLY BE PRESENT AFTER EXTENDED HIGHWAY DRIVING IN HUMID OR DAMP CONDITIONS. THIS CONCERN MAY ALSO BE IDENTIFIED BY WATER SPOTS OR EVIDENCE OF MOISTURE IN THE CAC/ETB CONNECTION AREA AFTER YOU ARE ABLE TO [Download Options](#) DUPLICATE THE CONCERN. IF FOUND, THIS CONCERN IS CURRENTLY UNDER ENGINEERING INVESTIGATION. CONTINUE TO MONITOR OASIS FOR UPDATES.

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Requester: DWASHI49

Report Summary

Server: FCWS686

Ford Proprietary, Private

11-Sep-2012

Retention: None

GCQIS Report Analysis

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Report# :	CGWA1016 NHL	Received:	07/23/2012
CCRG/EPRC:		Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET4CF [REDACTED]	Build Date:	02/08/2012
Odometer :	6,800 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3.73 LOCK
Dealer:	USA 00167 Beshore and Koller, Inc.	Phone#:	(717) 266-5683
City:	Manchester	State:	Pennsylvania
Originator:	CRAIG SCHAFFNER	Country :	USA
Symptom:	5 54 3 39 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	LOSS OF POWER		
Fix:	Causal Component :		
Condition Code:			

Hotliner: KLEPARSK

Phone: 000 000-0000

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR:

Dir Contact: CRAIG SCHAFFNER

Phone: 717 266-3651

Title Cde: SD

KOEO:

KOEC:

KOER:

Comments:

REPAIR 07/23/2012 11:13AM KEVIN LEPARSKI MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:ENGINE LOSES POWER// CUTS OUT DIAGNOSTICS:
COMPLETED TSB 12/06/04A ON 6/25/2012///// TODAY WAS THE 1ST TIME SINCE
THE TSB WAS COMPLETED THAT THE VEHICLE ACTED UP AGAIN!! PARTS
REPLACED:PCM UPDATES AS PER FORD TSB 12/06/04A///// TECH
QUESTION:PLEASE SEE HISTORY!! CUSTOMER HAD SAME CONCERN 3-4 TIMES IN
PAST! COMPLETED TSB ON 6/25/2012, AND IT WAS OK TILL THIS WEEKEND,
WHEN CUST SAID IT DID THE SAME THING!! //// WOULD IT BE POSSIBLE TO
HAVE A DSE HERE SINCE THIS IS AN ON GOING CONCERN, AND WE ARE
CONCERNED ABOUT CUSTOMER TRYING TO GO LEMON LAW!!

RECOMM 07/23/2012 11:13AM KEVIN LEPARSKI MSS - FCSD - TECH SVC HOTLINE
CRAIG, THIS CONCERN WILL NEED TO BE DUPLICATED FOR PROPER
DIAGNOSTICS. IF YOU CANNOT DUPLICATE THE CONCERN, RECOMMEND TO INSTALL
A VDR OR VCM2 IF AVAILABLE. THE RECORDING FROM THESE DEVICES OR THE
IDS WILL ASSIST IN DETERMINING THE ROOT CAUSE OF THIS CONCERN.
PLEASE INSPECT THE CAC AND INTAKE PIPING FOR ANY SIGNS OF WATER
SPOTS OR EXCESSIVE CONDENSATION. IF THIS CONCERN IS ONLY PRESENT
UNDER WOT AND IS INTERMITTENT, DUE TO THE EFFICIENCY OF THE CHARGE AIR
COOLER, THERE MAY BE SOME CONDITIONS WHERE SOME CONDENSATION BUILDS IN
THE CAC, EVEN WITH THE CAC SHIELD IN PLACE. VERY WET OR EXTREMELY
HUMID CONDITIONS MAY ENHANCE THIS CONCERN. THE SHIELD WAS DESIGNED TO
HELP WITH LESS CONDENSATION BUILD UP, BUT DUE TO HUMID AIR BEING
COMPRESSED BY THE TURBOCHARGERS AND THEN COOLED BY THE CAC, THIS WILL
NOT TOTALLY ELIMINATE THE CONDENSATION FROM FORMING UNDER THESE
CONDITIONS. WHEN THE HUMID/COMPRESSED AIR IS COOLED BY THE CAC, IT
CAUSES THE WATER GRAINS TO SEPARATE FROM THE AIR AND COLLECT ON THE
CAC FINS. AT THIS TIME, IF WATER HAS BEEN VERIFIED IN THE CAC, AIS AND

AROUND THE THROTTLE PLATE, CLEAN THE WATER AS BEST AS POSSIBLE AND
INFORM THE CUSTOMER OF THE DESIGN OF THE SYSTEM AND THE POSSIBLY OF
CONDENSATION BUILD-UP UNDER THESE CONDITIONS.

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Requester: DWASHI49

Report Summary

Server: ECCWS686

Ford Proprietary, Private

11-Sep-2012

Retention: None

GCQIS Report Analysis

Report Summary

Report 3 of 3

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Report Detail Section : [View Details](#)

Attachments: 0

Report# : CHCCB007 NHL

Received: 08/03/2012

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2012,F150 4X4 ,F150 ,SUP
CRW,STYSD ,1FTFW1ET4CF [REDACTED]

Build Date: 02/08/2012

Odometer : 7,488 M

Engine: 3.5L-GTDI

Calibration: CF613K0A

Transmission: 6R80E

Axle: 3.73 LOCK

A/C: YES

Dealer: USA 00167 Beshore and Koller, Inc.

Phone#: (717) 266-5683

City: Manchester

State: Pennsylvania

Country : USA

Originator: JONATHAN SNYDER

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

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: LOSS OF POWER

Fix: **Causal Component :**

Condition Code:

Hotliner: SMASSE16

Phone: 313 317-4491

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR: 30-60

Dir Contact: JONATHAN SNYDER

Phone: 717 871-8091

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 08/03/2012 02:54PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:OWNER STATES THAT WHILE DRIVING THE ENGINE
HAS A MOMENT WHERE ALL POWER IS LOST. DIAGNOSTICS: CHECKED FOR
CODES, NONE, CHECKED OASIS, TSB 12-6-4 HAS ALREADY BEEN COMPLETED.
CHECKED THROTTLE BODY FOR WATER MARKS ANYWAY. NEW WATER MARKS ARE
PRESENT. I NEVER CLEANED THE TROTTLE BODY BUT THE INTAKE TUBE LEADING
TO IT I HAD CLEANED BEFORE TO VERIFY THE SAME CONCERN IF IT CAME BACK
AGAIN, WHICH IT HAS. SO THE PROBLEM SEEMS TO STILL BE THIS WATER IN
THE CAC TUBE, YET THE SHIELD FROM THE TSB IS ON AND THE PCM IS AT ITS
LATEST CALIBRATION. PARTS REPLACED:NONE TECH QUESTION:THIS
VEHICLE HAS BEEN IN FOR THIS CONCERN MAYBE 4 TIMES NOW. THE FIRST 2
TIMES WE COULDNT FIND AN ISSUE BUT ON THE 3RD IS WHEN THE TSB CAME OUT
AND WE INSTALLED THE SHIELD AND REPROGRAMMED ACCORDINGLY. WHEN I DID
THAT TSB I CLEANED THE INTAKE TUBE OF WATER MARKS BUT NOT THE THROTTLE
BODY DUE TO THEIR SPECIAL COATING YOU CANT DISTURB. NOW THAT ITS BACK
AGAIN I RECHECKED AND CAN CLEARLY SEE NEW WATERMARKS ON THE INSIDE
WALL OF THE TUBE. IS THERE ANY FURTHER CONCERNS PRESENT EVEN AFTER
THESE TSBS HAVE BEEN PERFORMED? IF NOT PLEASE ADVISE. I HAVE NOT BEEN
ABLE TO DUPLICATE THIS CONCERN AT ALL THROUGHOUT THESE MULTIPLE
VISITS. I WILL TRY TO ASK SERVICE TO GET MORE FROM THE CUSTOMER ABOUT
HOW AND WHEN IT HAPPENS IF THERE IS ANY COMMON DRIVING TECHNIQUE
NEEDED. PLEASE ADVISE!!!

RECOMM 08/03/2012 02:54PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
DUE TO THE EFFICIENCY OF THE CHARGE AIR COOLER, THERE MAY BE SOME
CONDITIONS WHERE SOME CONDENSATION BUILDS IN THE CAC, EVEN WITH THE
CAC SHIELD IN PLACE. VERY WET OR EXTREMELY HUMID CONDITIONS MAY
ENHANCE THIS CONCERN. THE SHIELD WAS DESIGNED TO HELP WITH LESS

CONDENSATION BUILD UP, BUT DUE TO HUMID AIR BEING COMPRESSED BY THE TURBOCHARGERS AND THEN COOLED BY THE CAC, THIS WILL NOT TOTALLY ELIMINATE THE CONDENSATION FROM FORMING UNDER THESE CONDITIONS. WHEN THE HUMID/COMPRESSED AIR IS COOLED BY THE CAC, IT CAUSES THE WATER GRAINS TO SEPARATE FROM THE AIR AND COLLECT ON THE CAC FINS. AT THIS TIME ENGINEERING IS INVESTIGATING THIS CONCERN AND DEVELOPING FIX INFORMATION. A RELEASE DATE IS NOT AVAILABLE AT THIS TIME. WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. A REPRESENTATIVE SHOULD CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY WITH ADDITIONAL INFORMATION OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

ESCLHD 08/03/2012 02:54PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE

CONSULTED DAVID CHATFIELD NOTE TO EH MEMBER: THIS CONTACT IS BEING ESCALATED BECAUSE OF THE NUMBER OF TIMES IN FOR THE SAME CONCERN.

RECOMM 08/03/2012 04:15PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

JONATHAN, THIS CONTACT IS CURRENTLY BEING REVIEWED. YOU WILL BE CONTACTED WITHIN ONE (1) BUSINESS DAY TO FURTHER DISCUSS THE CONCERN.

REPAIR 08/06/2012 10:50AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

AN OUT BOUND CALL WAS MADE TO THE DEALER; SPOKE TO THE SERVICE DIRECTOR CRAIG SCHAFFNER. VEHICLE IS PRESENTLY NOT AT THE DEALER.

RECOMM 08/06/2012 10:50AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

CRAIG, TECHNICAL ASSISTANCE FOR THIS VEHICLE HAS BEEN REQUESTED BY THE HOTLINE. THE FSE IN YOUR AREA SHOULD CONTACT THE DEALER MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN 1 BUSINESS DAY TO DISCUSS AND ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

TAR 08/06/2012 10:50AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: THIS TAR IS BEING OPENED BY REQUEST OF THE HOTLINE. THE VEHICLE HAS AN INTERMITTENT HESITATION ON ACCELERATION. TSB 12-6-4 WAS PERFORMED, NO HESITATION FOR APPROX. 1500 MILES. THE TECH HAD CLEANED OUT THE CAC TUBES, SIGNS OF WATER (STREAKS) IN THE CAC TUBES AGAIN. CUDL CLOSED FOR BUY BACK ON THIS VEHICLE AFTER REPAIR VISIT #3. PLEASE ASSIST THE TECHNICIAN IN RESOLVING THE VEHICLE CONCERN. ESTIMATED

NUMBER OF REPAIR ATTEMPTS: 4 ESTIMATED NUMBER OF DAYS OUT OF SERVICE:
8

REPAIR 09/06/2012 09:20AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES CEL IS ON AND VEHICLE LOST
POWER DIAGNOSTICS: TESTED, P0300, P0305, AND P0306, INSPECTED SPARK
PLUGS, ALL OK, CHECKED COILS, OK, PERFORMED COP STRESS TEST, ALL OK,
CHECKED OASIS, UPDATE FOR CAC SHIELD ALREADY DONE, SHIELD INSTALLED,
CHECKED PCM LEVEL, ALREADY AT HIGHEST LEVEL TO DATE, CHECKED FOR WATER
IN CAC-TB TUBE, WATER IS VISUALLY EVIDENT IN ITS LIQUID FORM, ALSO
ALOT OF WATER MARKS ACROSS INTERIOR WALL OF TUBE. WATER CONCERN STILL
EXISTS EVEN WITH THE SHEILD AND PCM UPDATE. TEST DROVE AND COULD NOT
DUPLICATE THIS CONCERN AT ALL, BUT THIS TRUCK HAS BEEN HERE MANY TIMES
FOR THIS CONCERN. CUSTOMER IS VERY UPSET. I MEAN VERY UPSET!!
PARTS REPLACED: NONE TECH QUESTION: IS THERE ANY FURTHER UPDATING
TO THIS ISSUE. ANOTHER TECH SAID THERE MAY BE A REDESIGNED CAC COMING
OUT? EITHER WAY IS THERE ANYTHING WE CAN DO TO THIS? REMOVE THE CAC
AND DRAIN ANY EXISTING WATER BUILDUP? PLEASE ADVISE.

RECOMM 09/06/2012 09:20AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE
JONATHAN, ENGINEERING IS IN THE PROCESS OF VALIDATED A REPAIR FIX
FOR CAC CONDENSATION AND INFORMATION REGARDING REPAIR DIRECTION IS
ANTICIPATED SOON. OASIS WILL REFLECT REPAIR DIRECTION AS SOON AS IT
BECOMES AVAILABLE. PLEASE CONTINUE TO MONITOR OASIS FOR THE LATEST
INFORMATION REGARDING THIS CONCERN. UNTIL FIX INFORMATION IS
RELEASED, THE CAC MAY BE REMOVED AND DRAIN TO HELP PREVENT FURTHER
MOISTURE COLLECTION (TEMPORARILY) AND HELP REDUCE THE CHANCE OF A
CONDENSATION INDUCES MISFIRE FROM OCCURRING.

ESCLHD 09/06/2012 09:20AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE
NOTE TO EH: CONTACT WAS ESCALATED AND A TAR WAS OPEN ON 8/6/2012 WITH
NO UPDATE FROM THE FSE. DEALER HAS OPENED A NEW REQUEST DUE TO SAME
CONCERN AND CUSTOMER BEING VERY UPSET.

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BBB AUTO LINE

July 12, 2012

[REDACTED]

DOVER PA [REDACTED]

THANK YOU FOR YOUR HELP

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear [REDACTED]

Our records show that you and the manufacturer agreed to a negotiated settlement of the claim you filed with BBB AUTO LINE. To make sure our records are accurate, please answer the following questions:

- Was the settlement performed? (Please circle) Yes No
- On what date was the settlement performed? 7-2-12
- Was the performance satisfactory? Yes No SO FAR
- If the performance was NOT satisfactory, do you want to pursue your claim further through the BBB AUTO LINE program? Yes No
- If you want to pursue your claim further, what is the current mileage on your vehicle's odometer? _____

If your settlement involved a repurchase or replacement of your vehicle, please answer the following questions:

On what date did the manufacturer or its dealer advise you the transaction could take place? _____

On what date did you complete the transaction? _____

I will continue to help you by reopening your case or starting a new case depending on how much time has elapsed and the specific situation in your case. Please complete the above questions and return this letter to our office. If I have not heard from you **within eight days** from the date of this letter, I will assume that performance was satisfactory and will close your case.

This form can be faxed to us at 703.247.9700. Please feel free to contact me at 800.955.5100 if you have any questions. Thank you for letting us be of help.

Sincerely,

William Clopton at Extension 502

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



BBB AUTO LINE

July 24, 2012

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

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear Madam/Sir:

The actual performance date was received.

Sincerely,

William Clopton at Extension 502



BBB AUTO LINE

July 12, 2012

[REDACTED]
DOVER PA [REDACTED]

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear [REDACTED]

Our records show that you and the manufacturer agreed to a negotiated settlement of the claim you filed with BBB AUTO LINE. To make sure our records are accurate, please answer the following questions:

- Was the settlement performed? (Please circle) Yes No
- On what date was the settlement performed? _____
- Was the performance satisfactory? Yes No
- If the performance was NOT satisfactory, do you Yes No
want to pursue your claim further through the
BBB AUTO LINE program?
- If you want to pursue your claim further, what is _____
the current mileage on your vehicle's odometer?

If your settlement involved a repurchase or replacement of your vehicle, please answer the following questions:

On what date did the manufacturer or its dealer advise you the transaction could take place? _____

On what date did you complete the transaction? _____

I will continue to help you by reopening your case or starting a new case depending on how much time has elapsed and the specific situation in your case. Please complete the above questions and return this letter to our office. If I have not heard from you **within eight days** from the date of this letter, I will assume that performance was satisfactory and will close your case.

This form can be faxed to us at 703.247.9700. Please feel free to contact me at 800.955.5100 if you have any questions. Thank you for letting us be of help.

Sincerely,

William Clopton at Extension 502

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



BBB AUTO LINE

June 25, 2012

[REDACTED]
DOVER PA [REDACTED]

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear [REDACTED]

Per our recent telephone conversation, I am writing to confirm the terms of the settlement verbally agreed to by you and the manufacturer in resolving your BBB AUTO LINE claim. The terms of the settlement are as follows:

An agreement has been reached between Ford Motor Company and [REDACTED] regarding his 2012 F-150. An inspection will be arranged at an authorized Ford dealership for the purpose of addressing the truck fall's on its face when trying to pass concern listed in [REDACTED]'s BBB AUTO LINE claim. A Ford Field Service Engineer will be directly involved in the inspection process to determine any appropriate warrantable repairs. Inspection and or repairs should be completed within 30 days from the date of this letter.

If your understanding of the verbal settlement differs from the written statement outlined above, please contact me immediately at 800.955.5100. If I do not hear from you it will be assumed the terms of your settlement are accurately stated above.

I will follow up with you after the date for performance of the settlement to confirm all required actions have been satisfactorily completed.

Please let me know immediately if you believe the manufacturer has not satisfactorily performed the settlement. If that happens and you contact me within 60 days from the date of this letter, I will reopen your case based on the age and mileage of the vehicle at the time you filed this claim. If you contact me after the 60-day period, I will open a new case for you and I will have to make a new eligibility determination based on the age and mileage of your vehicle at that time.

Sincerely,

William Clopton (Ext. 502)

Council of Better Business Bureaus, Inc.

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

SET



BBB AUTO LINE

June 25, 2012

DOVER PA [REDACTED]

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear [REDACTED]

Per our recent telephone conversation, I am writing to confirm the terms of the settlement verbally agreed to by you and the manufacturer in resolving your BBB AUTO LINE claim. The terms of the settlement are as follows:

An agreement has been reached between Ford Motor Company and [REDACTED] regarding his 2012 F-150. An inspection will be arranged at an authorized Ford dealership for the purpose of addressing the truck fall's on its face when trying to pass concern listed in [REDACTED] BBB AUTO LINE claim. A Ford Field Service Engineer will be directly involved in the inspection process to determine any appropriate warrantable repairs. Inspection and or repairs should be completed within 30 days from the date of this letter.

If your understanding of the verbal settlement differs from the written statement outlined above, please contact me immediately at 800.955.5100. If I do not hear from you it will be assumed the terms of your settlement are accurately stated above.

I will follow up with you after the date for performance of the settlement to confirm all required actions have been satisfactorily completed.

Please let me know immediately if you believe the manufacturer has not satisfactorily performed the settlement. If that happens and you contact me within 60 days from the date of this letter, I will reopen your case based on the age and mileage of the vehicle at the time you filed this claim. If you contact me after the 60-day period, I will open a new case for you and I will have to make a new eligibility determination based on the age and mileage of your vehicle at that time.

Sincerely,

William Clopton (Ext. 502)

Council of Better Business Bureaus, Inc.

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

SET

**PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT,**

Dated MARCH 2012

FRD1221131

SIMPLE INTEREST

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>0</u> .
3.74 %	\$ 6,939.65	\$ 56,433.85	\$ 63,373.50	\$ 63,373.50

Our Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
75	\$ 844.98	Monthly, beginning <u>APR 7TH 2012</u>
	\$ <u>N/A</u>	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Other Fees: \$ N/A

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment funds and penalties. e means estimate

This Contract

is made by **BESHORE & KOLLER INC.**
SELLER. 4370 N GEORGE ST EXTENSIO MANCHESTER PA 17345
 Name Address Zip Code

County YORK

are **BUYER(S).** [REDACTED]
 Name(s) Address(es) DOVER PA [REDACTED]
 County YORK

There is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

DE-IN:

have traded in following vehicle:

Year and Make Description
2011 FORD F-150 1FTFX1EF9BK [REDACTED]

Balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. Your warrant and represent to us that trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ <u>N/A</u>	By signing, you select guaranteed auto protection Signature of Buyer

WARRANTY CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named hereon, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate charge.

LIFE INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT LIFE INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance provided will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select N/A Single Credit Life Insurance, What is your age? N/A Years
 Health Insurance, which costs \$ N/A What is your age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance
 Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select N/A Joint Credit Life Insurance, which costs \$ N/A What are your ages? N/A Percentage to be insured N/A %

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price (including optional service contract and/or warranties in the amount of \$ <u>N/A</u>), paid to	
& sales tax of \$ <u>802.44</u>	
Cash Price	\$ <u>46,872.44</u>
Cash Downpayment	\$ <u>6,250.00</u>
Trade-In Value of Trade-In	\$ <u>29,446.02</u>
Lien Payoff to: <u>MEMBERS 1ST FC</u>	\$ <u>45,137.43</u>
Unpaid Cash Price Balance	\$ <u>56,313.85</u>
Optional Debt Cancellation (GAP)	\$ <u>N/A</u>
Document Preparation Fee	\$ <u>81.50</u>
Paid to Others on Your Behalf	
To Public Officials for:	
License, Tags and Registration	\$ <u>38.50</u>
Lien Fee	\$ <u>N/A</u>
Taxes Not Included in Cash Price	\$ <u>N/A</u>
To	\$ <u>N/A</u>
For Messenger Service	\$ <u>N/A</u>
To	\$ <u>N/A</u>
For	\$ <u>N/A</u>
To Credit Insurance Company	\$ <u>N/A</u>

natures of both Buyers to be insured for Joint Credit Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Vehicle:

Vehicle: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
N	2012 FORD	F-150	CREW CAB	6		1F7TW1E14CF [REDACTED]
Equipped	<input checked="" type="checkbox"/> A.T.	<input type="checkbox"/> P.S.	<input type="checkbox"/> AM-FM Stereo	<input type="checkbox"/> 5 Spd.	Other	
Options	<input type="checkbox"/> A.C.	<input type="checkbox"/> P.W.	<input type="checkbox"/> AM-FM Tape	<input type="checkbox"/> Vinyl Top		

SIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns this Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when it if Seller makes an assignment.

**MEMBERS 1ST FEDERAL CREDIT UNION
P.O. BOX 40, MECHANICSBURG, PA 17055**

-SIGNER: Any person signing the Co-Signer's Agreement below, promises separately and together, with all Co-Signer(s) and Buyer(s), to pay sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and either with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "omise to Pay" section.

RMS: The terms shown in the boxes above are part of this Contract.

TERMS TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract; and making the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to the address which the Assignee most recently specifies in the written notice to you.

**Annual Percentage Rate may be negotiable with the Seller.
Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:

Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.

This Contract continues on the reverse side.

Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER: BRISKIRE & KOLLER INC.

03/08/2012
Date

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER: [REDACTED] 03/08/2012
Date

BUYER: _____
Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all obligations in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature

Address

Date

Co-Signer's Signature

Address

Date

-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, hereby give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "omise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Owner's Signature

Address

Date

BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.

SELLER: [Signature]

BUYER: _____

CO-SIGNER: _____

CO-SIGNER OR CO-OWNER: _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.



BBB AUTO LINE

June 22, 2012

[REDACTED]

DOVER PA [REDACTED]

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear [REDACTED]

We have received your documents and your claim has been opened. Please review the enclosed brochure *How BBB AUTO LINE Works*. This booklet explains the BBB AUTO LINE program and contains the rules that will be followed in arbitration.

It will help us to resolve your dispute if we have all of the available information about your case. Please send us a copy of the following with your case number referenced at the top:

- No further documentation is required at this time
- Your signed *Customer Claim Form*

PLEASE NOTE: Your case will not be arbitrated unless we receive a *Customer Claim Form* signed by the customer or signed by the attorney and accompanied by proof of the customer's authorization of representation. If we have not received this form within 10 days from the date of this letter, this case will be closed.

- Repair orders relating to your complaint
- Your current registration
- Your bill of sale (purchase contract)
- Your lease agreement
- Other: SEE NEXT PAGE

I NEED A COPY OF YOUR FINANCE AGREEMENT. IF YOUR VEHICLE WAS NOT
FINANCE,
PLEASE DISREGARD THIS NOTICE.

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

Sincerely,

William Clopton (Ext. 502)



BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1221131
Customer Name: [REDACTED]
VIN: 1FTFW1ET4CF [REDACTED]

Start Date: 06/22/12
State: PA
Probable Hearing Location: Harrisburg

This claim is IN Warranty OUT of Warranty
Has the customer contacted you regarding the claim? YES NO
Is the VIN listed above correct? YES NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info: _____

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? YES NO

If you checked YES, please indicate the customer's response below:

- The customer accepted the offer on ___/___/___
- The customer rejected the offer on ___/___/___
- The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$ _____

I will participate By phone In person In writing

Return this form as soon as possible

To: _____ Completed by: _____ Date: ___/___/___

BBB AUTO LINE Future contact: _____

Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

June 22, 2012

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

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation 1FTFW1ET4CF [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

William Clopton at Extension 502

Council of Better Business Bureaus, Inc.

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

No. 9282855

MV-1 (4-10)				I. TAX/FEE'S	
A. VEHICLE DESCRIPTION	MAKE OF VEHICLE FORD	VEHICLE IDENTIFICATION NUMBER (VIN), IF TRACING REQUIRED, TAPE SECURELY TO REVERSE SIDE OF THIS COPY 1FTEN1ETACE	BODY TYPE (SDN, TK, BUS, ETC.) XCAB	MODEL YEAR 2012	PURCHASE PRICE (See Note on Reverse) 42820.00
	GROSS VEHICLE WT. RATING	FUEL TYPE: <input type="checkbox"/> GASOLINE <input type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> HYBRID <input type="checkbox"/> PROPANE <input type="checkbox"/> OTHER	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)		LESS TRADE-IN 29446.02
CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A <input type="checkbox"/> TAXI OR A <input type="checkbox"/> POLICE VEHICLE (IF APPLICABLE)				I certify that I have verified that a legible reading cannot be secured and that the above VIN and vehicle weight information listed here and in Section F are correct.	TAXABLE AMOUNT 13373.98
B. APPLICANT INFORMATION	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE NAME	PA ID/PHOTO ID# OR	DATE OF BIRTH
	CO-PURCHASER LAST NAME	FIRST NAME	MIDDLE NAME	PA ID/PHOTO ID#	DATE OF BIRTH
	STREET			DATE ACQUIRED/PURCHASED 03/08/2012	COUNTY CODE 67
	CITY DOVER	STATE PA	ZIP CODE	DEALER ID NUMBER (IF APPLICABLE) 85-2101	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY.
NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.)					SALES TAX X 6% (.06), X 7% (.07) OR X 8% (.08) * (See Note on Reverse) 802.44
NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.					LESS TAX CREDIT N/A
C. MILEAGE INFORMATION	<input type="checkbox"/> REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS		<input type="checkbox"/> IS NOT THE ACTUAL MILEAGE		ODOMETER READING
	WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.				TENTHS 100
D. LIEN INFORMATION	IF NO LIEN, CHECK <input type="checkbox"/> IS THIS AN ELT? (IF YES, FIN REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO		IF NO 2ND LIEN, CHECK <input type="checkbox"/> IS THIS AN ELT? (IF YES, FIN REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO		
	1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER		2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER		
	1ST LIENHOLDER NAME MEMBERS 1ST FCU		2ND LIENHOLDER NAME		
	STREET PO BOX 40		STREET		
CITY MECHANICSBURG		STATE PA		ZIP CODE 17055	1. SALES TAX DUE 802.44
E. VEHICLE TRADED	MAKE OF VEHICLE FORD	VEHICLE IDENTIFICATION NUMBER (VIN) 1FTFYRDE	MODEL YEAR 2011	1A. EXEMPTION REASON CODE (Must be a number from 1 to 28 or 0)	
	BODY TYPE (SDN, BUS, TK, ETC.) XCAB	CONDITION <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		1B. EXEMPTION NO.	
	PASSENGER TAXI/BUS	<input type="checkbox"/> PASSENGER <input type="checkbox"/> TAXI <input type="checkbox"/> LIMOUSINE <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> MASS TRANSIT <input type="checkbox"/> OTHER BUS	SEATING CAPACITY	1C. PTA NO.	
	MOTORCYCLE MOTOR DRIVEN CYCLE MOPED	CYLINDER CAPACITY 800CC OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO	OPERABLE PEDALS <input type="checkbox"/> YES <input type="checkbox"/> NO	2. TITLE FEE 22.50	
	MOTORHOME	AUTOMATIC TRANSMISSION <input type="checkbox"/> YES <input type="checkbox"/> NO	DESIGNED/ALTERED FOR ROAD USE <input type="checkbox"/> YES <input type="checkbox"/> NO	3. LIEN FEE 5.00	
	TRAILER & VEHICLES BELOW	CHASSIS MFR.	BODY MAKE:	4. REGISTRATION OR PROCESSING FEE N/A	
	TRUCK TRACTOR	NUMBER OF AXLES:	REQ. REGISTERED GROSS WT. (INCLUDING LOAD)	5. DUPLICATE REG. FEE NO. OF CARDS N/A	
		SUM OF GAWRS:	UNLADEN WT. (EMPTY)	6. TRANSFER FEE 6.00	
		REC. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING	7. INCREASE FEE N/A	
8. REPLACEMENT FEE N/A			9. TOTAL PAID (ADD 1 THRU 8) Send One Check in This Amount 835.94		
G. APPLICATION FOR REGISTRATION	ORIGINAL PLATE - CHECK ONE <input type="checkbox"/> PLATE TO BE ISSUED BY DEPARTMENT (PROOF OF INSURANCE MUST BE ATTACHED.)		<input checked="" type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE		
	<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY DEPARTMENT		<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE		
	<input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT (Note: This plate will expire 90 days from date of issuance.)		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER		
	TEMP. PLATE NO.		PLATE NO. 1FTFX1EF9BK	REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DEFACTED <input type="checkbox"/> STOLEN <input type="checkbox"/> NEVER RECEIVED (Lost in Mail) NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.	
INSURANCE COMPANY NAME STATE FARM MUTUAL AUTO INS		NAIC NO	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE 03/08/2012	POLICY EXPIRATION DATE 11/11/2012
ISSUING AGENT INFORMATION	I CERTIFY THAT ON MONTH MAR DAY 8TH YEAR 2012 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT WESHORE & KOLLER INC.	AGENT NO. 85-2101	TELEPHONE NO. 717 266 3651
NOTARIZATION	SUBSCRIBED AND SWORN TO BEFORE ME: MONTH MAR DAY 8TH YEAR 2012		I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS APPLICATION AFTER ITS COMPLETION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN SECTION A. IF ANY EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION.		
	SIGNATURE OF PERSON ADMINISTERING OATH		SIGNATURE OF CO-PURCHASER/TITLE OF AUTHORIZED SIGNOR		
	SIGN IN PRESENCE OF NOTARY		Telephone No. 717 266 3651 MESSENGER NO. 4133		

1. APPLICANT'S COPY/TEMPORARY REGISTRATION VALID FOR 90 DAYS