

HI,

THE 1ST TIME MY TRUCK WENT IN  
THE GARAGE I HAVE NO PAPER WORK BECAUSE  
THEY TOLD ME THERE WAS NOTHING WRONG WITH  
IT

THE 2<sup>ND</sup> TIME @ THIS IS A PROBLEM BUT  
FORD DOES NOT KNOW HOW TO FIX IT.

I E-MAIL BRIAN AT FORD I TOLD HIM  
I WANTED IT FIXED IT WAS A SAFETY  
PROBLEM. (WHEN YOU GO TO PASS SOMEONE  
REALLY FAST, SOMEONE BEHIND YOU & SOMEONE  
COMING AT YOU AND IT WILL NOT GO YOU  
HAVE A MAJOR PROBLEM!) IT HAS DONE  
IT 5 TIME'S IN LESS THEN 5,000 MILES.

I E MAIL FORD 2 MORE TIME'S WHEN  
I TOLD THEY ~~IT~~ WAS GETTING AHOLD OF  
YOU THEY CALLED BE BACK AFTER 3 MONTHS  
THEY SAID THEY HAD SOLUATION THAT WAS  
6-10-12. STILL WAITING FOR RESPONCE

I WORK FOR HENKELS & MCCOY WE HAVE  
2 OTHER'S DOING THE SAME THING.

THANK YOU





# BESHORE & KOLLER, INC.

4370 N. GEORGE ST. EXT.  
 P.O. BOX 398  
 MANCHESTER, PA 17345  
 www.BeshoreKollerFord.com

(717) 266-3651  
 TOLL FREE (877) 266-6945

2ND TIME IN  
 1ST NO PAPER WORK

**QualityCare**  
 at your service

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

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

Adv: 207 RANDY E GASS		License: [REDACTED]		1FTFW1ET4 CE [REDACTED]		Page: 1	Invoice: W16956	
Invoice to				Driver/Owner Information				
[REDACTED]				[REDACTED]				
DOVER, PA [REDACTED]				DOVER, PA [REDACTED]				
Work: [REDACTED] Home: [REDACTED]				Work: [REDACTED] Home: [REDACTED] 33				
Contact: ART 4954565								
For Office Use				Vehicle Information				
Odometer In: 3352		Out: 3385		Dist: 1FT WAR W C Prelim		12 FORD F-150 CREW CAB		
				Stock#: 00A82592				
Begin: 05/07/12		Done: 05/08/12		Invoiced: 05/08/12 15:42 KB		Inservice: 03/09/12		
				Sold: 03/08/12				
Customer Concern								
Concern	51	OWNER STATES AT TIMES DURING FULL THROTTLE ACCELERATION ENGINE LOOSES ALL OMER 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
Correction		RAN ALL EEC AND ENGINE TESTS//ALL PASSED/RAN IDS TESTS/RAN PIDS/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				TOTAL CHARGE FOR CONCERN 0.00		
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
Correction		RAN ALL EEC AND ENGINE/ TRANS TESTS/ CHECKED TRANS OPERATION COMPELTE/ CHECKED OVER COMPELRTE AND RECALLED TECH HOTLINE/ CHECKED INTAKES/THROTTLE BODY//// NPF/// CND///// UNABLE TO DUPLICATE CONCERN////FORD ENGINEERING AWARE AND INVESTIGATING CONCERN////NPF/CND FP- NPF				TOTAL CHARGE FOR CONCERN 0.00		
Line Auth: SCHAFFCR 05/08/12 15:32								
Summary of Charges for Invoice W16956				Payment Distribution for Invoice W16956				
Attention: The following Invoices also exist CUS - CUSTOMERPAY								

**DISCLAIMER OF WARRANTIES**  
 ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELER 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

**BBB AUTO LINE  
Customer Claim Form**

Case number: FRD1221131  
Contact Date: 06/08/12  
Start Date:

**JUN 21 2012**

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: [REDACTED]		
City: Dover	State: PA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: F-150	Year: 2012	Current mileage: <i>4980</i>
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , PA <i>SAME</i>			
Primary Servicing dealer/city/state: BESHORE AND KOLLER INC, MANCHESTER PA			
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: <i>3/9/12</i>		Mileage at purchase/lease:	
First repair attempt date:		First repair attempt mileage: 0	
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)**

*FIX IT OR REPLACE IT TIRED OF PLAY AROUND*

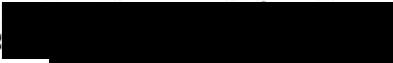
Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER <i>1FTFW1ET4LF</i> [REDACTED]
Lienholder/Leasing Company <i>MEMBERS 1ST FCU</i> Phone Number <i>800 895 2699</i>
Account Number [REDACTED]

**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
TRUCK FALL'S ON IT'S FACE WHEN TRYING TO PASS	BESHORE + KOLLER <del>BEES</del>	2	4/2/12 2,001 2 5/8/12 3,385 2	YES

Total days out of service for all problems: 4

Signature of Titled Owner(s)  Date 6-15-12

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  
 Page 2



## BBB AUTO LINE

June 11, 2012

[REDACTED]  
DOVER PA [REDACTED]

Re: FRD1221131 [REDACTED] vs Ford Motor Corporation

Dear [REDACTED]

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your properly completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below and follow the instructions.

- \* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to help us handle your claim.
- \* *Program Summary* - This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- \* *CCF* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes. Please provide the Vehicle Identification Number (VIN).

If you would like to review the programs rules and policies, please visit <http://www.dr.bbb.org/autoline/alprocess.asp>.

We have notified the manufacturer about your contact with us and they may contact you to discuss your case. Please let us know if you reach a settlement so we can record that information in your file.

Once we receive your signed CCF with the VIN, if eligible, we will officially open your case. Within a few days, we will contact you by phone to discuss your case. Our goal is to help you and the manufacturer in reaching a mutually satisfactory resolution to your dispute.

BBB AUTO LINE staff are here to help you. Please call me at (800)955-5100 if you have any questions or if I can 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  
Customer Claim Form**

Case number: FRD1221131  
Contact Date: 06/08/12  
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: [REDACTED]			
City: Dover	State: PA	Zip code: [REDACTED]	
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]	
Fax: [REDACTED]	E-mail address: [REDACTED]		

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: F-150	Year: 2012	Current mileage: 0
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , PA			
Primary Servicing dealer/city/state: BESHORE AND KOLLER INC, MANCHESTER PA			
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:		Mileage at purchase/lease:	
First repair attempt date:		First repair attempt mileage: 0	
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)**

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

**VEHICLE IDENTIFICATION NUMBER** \_\_\_\_\_

**Lienholder/Leasing Company** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**Account Number** \_\_\_\_\_

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Case Number: FRD122113

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

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**

## Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

**1.** Review and sign the **Customer Claim Form (CCF)**. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

**2.** Make one *clear copy* of the following documents, preferably on 8.5" X 11" standard paper:

- Sales Agreement/Purchase Contract** or **Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
- Current **Vehicle Registration**;
- Work Orders**, including proof of payment if you are seeking reimbursement.
- Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

**3.** Mail or fax all your documentation to the address below:

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

**QUESTIONS? We're here to help.  
Call (800) 955-5100**





## **BBB AUTO LINE PROGRAM SUMMARY**

### ***Ford Motor Company – Pennsylvania***

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 Pennsylvania; 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), 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, and original registration 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.



STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT  
Case Type: Contract – Other



Plaintiff,

vs.

**COMPLAINT**

Ford Motor Company, a Delaware  
Corporation transacting business  
in the State of Minnesota,

Defendant.

---

Plaintiff [REDACTED] as and for his cause of action against Defendant, alleges as follows:

1.

Plaintiff resides at [REDACTED] City of Prior Lake, in the State of Minnesota.

2.

Defendant is a Delaware corporation transacting business in the State of Minnesota.

3.

Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota.

4.

Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.

5.

Defendant does not have an office or place of business in the State of Minnesota, but does maintain a resident agent in Hennepin County. Therefore, pursuant to Minn. Stat. § 542.09, venue is proper in Hennepin County.

6.

On or about September 21, 2011, Plaintiff purchased and took delivery of a new Ford F150 (the “subject vehicle”).

7.

Defendant manufactured the subject vehicle.

8.

The vehicle identification number of the subject vehicle is 1FTFW1ET8BK [REDACTED]

9.

Included with Plaintiff’s purchase of the subject vehicle was an express written vehicle warranty (the “subject warranty”).

10.

The problems, conditions and/or defects experienced by Plaintiff are evidenced by, but not necessarily limited to, vehicle hesitation/shudder , as well as any and all other complaints reported by Plaintiff to Defendant and/or its authorized dealership(s).

11.

Plaintiff presented the above-referenced defects and/or conditions in the subject vehicle to Defendant and/or its authorized dealership(s) for repairs on numerous occasions.



12.

Defendant and/or its authorized dealership(s) attempted an unreasonable number of repairs of the above-referenced defects and/or conditions without success, and acknowledged the problem with the vehicle but said Defendant is presently working on a fix for the known problem.

13.

On or about December 30, 2011, Plaintiff, by letter delivered to Defendant, and through Plaintiff's attorneys, gave Defendant notice that Plaintiff believed Defendant had taken an unreasonable amount of time and/or number or repair attempts to conform the subject vehicle to Defendant's warranty, thereby violating without limitation, the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code and that, as a result, Plaintiff no longer wanted the vehicle.

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

14.

Plaintiff realleges Paragraphs 1 through 13 as though fully set forth herein.

15.

Plaintiff is a "consumer" as the Minnesota Lemon Law defines that term.

16.

Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.

17.

The new vehicle warranty purchased by Plaintiff is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines those terms.

18.

The subject vehicle is a “motor vehicle” as the Minnesota Lemon Law defines that term.

19.

Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers within two years following the date of original delivery of the new motor vehicle to Plaintiff.

20.

Plaintiff reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty.

21.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.

22.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the requirements of the Minnesota Lemon Law.

23.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

24.

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

**COUNT 2**  
**VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.**  
**("MINNESOTA LEMON LAW")**

25.

Plaintiff realleges Paragraphs 1 through 24 as though fully set forth herein.

26.

Defendant's repair attempts were unreasonable in number and/or duration.

27.

Defendant attempted an unreasonable number of repairs to the subject vehicle for the same warranted condition or defect.

28.

Defendant attempted one or more of the above-referenced repairs within two years of the original delivery of the subject vehicle to a consumer without conforming the subject vehicle to its warranty and/or the requirements of the Minnesota Lemon Law.

29.

Defendant attempted one or more of the above-referenced repairs within the term of the applicable express warranty without conforming the subject vehicle to its warranty.

30.

The defects or conditions in the subject vehicle substantially impair(ed) its use to Plaintiff.

31.

The defects or conditions in the subject vehicle substantially impair(ed) its market value to Plaintiff.

32.

Plaintiff gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).

33.

Plaintiff is, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

34.

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

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

35.

Plaintiff realleges Paragraphs 1 through 34 as though fully set forth herein.

36.

The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.

37.

The subject warranty is a “warranty” as the Magnuson-Moss Warranty Act defines that term.

38.

Plaintiff is a “consumer” as the Magnuson-Moss Warranty Act defines that term.

39.

Defendant is a “warrantor” as the Magnuson-Moss Warranty Act defines that term.

40.

Defendant has failed to conform the subject vehicle to its written, express warranty after a reasonable number or repair attempts.

41.

Defendant has failed to conform the subject vehicle to its written, express warranty after a reasonable number of days.

42.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiff to those remedies permitted by Minnesota law, plus receive the reasonable legal fees and litigation costs incurred prosecuting this matter.

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

43.

Plaintiff realleges Paragraphs 1 through 42 as though fully set forth herein.

44.

Plaintiff notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them.

45.

Defendant's express warranty required it to remedy the defects in the subject vehicle.

46.

Defendant failed to remedy the defects in the subject vehicle.

47.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable number of attempts.

48.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable or period of time.

49.

Defendant has, therefore, breached its warranty to Plaintiff.

50.

Defendant's breach of warranty has directly and proximately caused Plaintiff's damages.

51.

Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant as provided by Minnesota law, plus the reasonable legal fees and litigation costs incurred prosecuting this matter.

**COUNT 5**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE  
MAGNUSON-MOSS WARRANTY ACT  
(VIOLATION OF MINN. STAT. § 336.2-314)**

52.

Plaintiff realleges Paragraphs 1 through 51 as though fully set forth herein

53.

Defendant is a merchant with respect to the subject vehicle purchased by Plaintiff.

54.

Included with Plaintiff's purchase of subject vehicle was an implied warranty of merchantability.

55.

The subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.

56.

The subject vehicle was not fit for the ordinary purpose for which such goods are used.

57.

The subject vehicle was not of fair average quality within the contract description.

58.

The subject vehicle did not run, within the variations permitted by the agreement, of even kind, quality and quantity.

59.

The subject vehicle did not conform to the promises or affirmation of fact made on the container or label that accompanied its delivery to Plaintiff.

60.

Defendant did not effectively exclude said warranty of merchantability.

61.

Defendant did not effectively modify said warranty of merchantability

62.

Defendant has therefore breached its implied warranty of merchantability to Plaintiff.

63.

Plaintiff is therefore entitled to recover actual damages, together with all incidental and consequential damages from Defendant as provided by Minnesota law.

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

64.

Plaintiff realleges Paragraphs 1 through 63 as though fully set forth herein.

65.

Plaintiff reported the nonconformities outlined above to Defendant or Defendant's authorized repair dealership, during the term of the applicable warranties.

66.

Plaintiff reported the nonconformities outline above to Defendant or Defendant's authorized repair dealership, within a reasonable time after discovering the same.

67.

The nonconformities outlined above substantially impair the value of the subject vehicle.



68.

Plaintiff was reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance.

69.

Plaintiff was reasonably induced to accept the subject motor vehicle by Defendant's assurances that the subject vehicle conformed to its warranties.

70.

Plaintiff provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle.

71.

Notwithstanding Plaintiff providing Defendant with a reasonable number of opportunities to repair the subject vehicle, Defendant failed to seasonably cure the above-referenced nonconformities.

72.

Plaintiff revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.

73.

Plaintiff is therefore entitled to recover the full purchase price of the subject vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages, and legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).


WHEREFORE, Plaintiff respectfully prays for judgment against Defendant for actual and statutory damages in the amount of \$35,004.97, plus attorney fees and litigation costs in a reasonable amount, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

**ACKNOWLEDGMENT**

Plaintiff asserts these claims in good faith and acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes Section 549.211, subd. 2 (1994).

Date: January 13, 2012

**GADTKE & BRENNAN, P.A.**

By:   
Todd E. Gadtke (#276704)  
Daniel J. Brennan (#284646)  
11284 – 86<sup>th</sup> Avenue North  
Maple Grove, MN 55369  
Telephone: (763) 315-4548

**ATTORNEYS FOR PLAINTIFF**

Server: AWS Prod  
Claims loaded through: 17-JAN-2012

## STANDARD CLAIMS LIST

### AWS Online Report

Run Date: 18-JAN-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
1FTFW1ET8BK	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	29-AUG-2011	21-SEP-2011	158595	USA	1	5A06	*	4026	*	F04	S11	V51	K03	42
<b>AWS Claim Key:</b>	<u>1601700</u>	<b>Doc #:</b>	07957401	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	5.7	<b>Labor Cost:</b>	554.56	<b>Material Cost:</b>	251.08	<b>Total Cost:</b>	805.64										
<b>Dlr Cd-Sub Cd:</b>	09360.*	<b>Name:</b>	WOLF MOTOR CO., INC.	<b>Ph:</b>	952-4922340	<b>St:</b>	MN	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	11-OCT-2011	<b>DIST(Mile):</b>	1302								
<b>Cust Comments:</b>	ROAD TEST, CHECK FOR HESITATION																						
<b>Tech Comments:</b>	VERIFY ROAD TEST CK SLIGHT SHUDDER ON ACCEL. CONTACT HOTLINE. HOTLINE STATED TO PERFORM TSB 11 9 17. STARTED TO PERFORM TSB, BUT VEHICLE BUILDDATE ISN'T COVERED IN TSB. INFORMED HOTLINE. PER HOTLINE DRIVE LIKE VEHICLE. UNABLE TO FIND CONCERNIN LIKE VEHICLE. CUSTOMER VEHICLE IS LOADED. NEED TO RESHIM REAR PINION ANGLE PER HOTLINE. SHIMMED REAR AXLE DOWN, NO CHANGE. SHIMMED UP, NO CHANGE.																						

---

Any comments? You can contact



webmaster

### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

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

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

Report Detail Section : [View Details](#)

[Attachments](#): 0

<b>Report# :</b>	BJKD3003 NHL	<b>Received:</b>	10/11/2011
<b>CCRG/EPRC:</b>		<b>Date:</b>	
<b>Vehicle:</b>	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET8BH	<b>Build Date:</b>	08/29/2011
<b>Odometer :</b>	1,302 M	<b>Engine:</b>	3.5L-GTDI
<b>Transmission:</b>	6R80E	<b>A/C:</b>	YES
<b>Dealer:</b>	USA 09360 Wolf Motor Co., Inc.	<b>Phone#:</b>	(952) 492-3286
<b>City:</b>	Jordan	<b>State:</b>	Minnesota
<b>Originator:</b>	JOSHUA BURTYK	<b>Country :</b>	USA
<b>Symptom:</b>	4 49 2 00 ST/RN/MV,VIBRATION,MOVE/DRIVE,UNKNOWN		
<b>Status:</b>			
<b>VFG:</b>	V89 RIDE & HANDLING		
<b>Additional Symptom:</b>	TAKE OFF SHUDDER FROM STOP.		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

**Hotliner:** MMCKAY2

**Phone:** 000 317-4281

**Regn Cd:** G5 Twin Cities

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:** JOSHUA BURTYK

**Phone:** 952 492-2340

**Title Cde:** T

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR** 10/11/2011 02:56PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN:VEHICLE HAS A SLIGHT SHUDDER ON ACCEL FROM A  
DEAD STOP. MUCH LESS SEVERE WHEN IN 4X4. WILL DO IT GOING  
STRAIGHT. DIAGNOSTICS: NO AFTERMARKET CHANGES PARTS  
REPLACED:NONE TECH QUESTION:CUST JUST STOPPED FOR A RIDE ALONG.  
WANTING TO KNOW IF WEVE FELT ANYTHING LIKE THAT BEFORE. FEELS TO ME  
LIKE A DRIVELINE ANGLE CONCERN. ANY KNOW CONCERNS FOR THIS?

**RECOMM** **10/11/2011 02:56PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE**  
JOSH, IF CONCERN IS ABLE TO BE VERIFIED, RECOMMEND THAT YOU PERFORM  
TSB 11-09-17 FOR CONCERN BEFORE ATTEMPTING DRIVELINE ANGLE  
MEASUREMENTS/SHIMMING. THANK YOU.

**REPAIR** **10/14/2011 10:03AM KEN PENDORF MSS - FCSD - TECH SVC HOTLINE**  
THIS TRUCK HAS ENG. PART # XXXX-5560-A REAR LEAFS IN IT. IT SHUDDERS  
ON MODERATE ACCEL LOADED. TSB 11-9-17 IS FOR BUILD DATE PRIOR TO  
6-21-2011, THIS TRUCK WAS BUILT 8-29-2011. SHOULD I STILL PROCEED WITH  
TSB AS INSTRUCTED IN PREVIOUS CONTACT?

**RECOMM** **10/14/2011 10:03AM KEN PENDORF MSS - FCSD - TECH SVC HOTLINE**  
JOSH, YOU ARE CORRECT THAT THE TSB DOES NOT APPLY TO THIS VEHICLE SO  
IT CANNOT BE USED. SLIGHT SHUDDER ON ACCEL FROM A STOP MAY BE  
INHERENT AND CHARACTERISTIC OF VEHICLES WITH THE 157 WHEEL BASE.  
COMPARE TO OTHER LIKE VEHICLES TO DETERMINE IF A REPAIR IS NECESSARY.  
IF OTHER LIKE VEHICLES EXHIBIT THE SAME FEELING UNDER THE SAME DRIVING  
CONDITIONS, NO REPAIRS ARE RECOMMENDED. IF THIS DOES NOT COMPARE TO  
OTHER LIKE VEHICLES YOU CAN CHANGE THE DRIVELINE ANGLES PER THE  
WORKSHOP MANUAL IN SECTION 205-00.

**REPAIR** **10/26/2011 05:37PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**  
SHUDDER ON ACCEL. DIAGNOSTICS ALREADY COMPLETED: BUILD DATE FOR TSB

11-9-17 IS TOO NEW, DOES NOT PERTAIN. ATTEMPTED TO ADJUST DRIVELINE ANGLE PER PREVIOUS HOTLINE CONTACT. SHIMMED REAR DIFF UP, SHIMMED DOWN, SHIMMED CENTER BEARING DOWN, SHUDDER NEVER REALLY CHANGED. ATTEMPTED TO MEASURE DRIVELINE ANGLES PER SHOP MANUAL 205-00. I DO NOT HAVE AN ANGLEMASTER II, USING AN ANGLE TOOL PART # T68P-4602-AA. BEST I CAN TELL YOU IS THE FRONT HALF OF THE SHAFT IS 1 DEG FROM FRAME AND REAR SHAFT IS 2 DEG FROM FRAME IN SAME DIRECTION. DIFFERENCE FROM REAR YOKE TO REAR SHAFT IS 2.5 DEG. SEEMS TO ME THAT IS IN SPEC. IF SO WHAT ELSE SHOULD I BE LOOKING FOR? VEHICLE IS LOADED. TSB DESCRIBES THE PROBLEM EXACTLY EXCEPT FOR THE BUILD DATE. THE REAR SPRING ARE A SUFFIX AA, TSB SAYS TO REPLACE WITH JC (IF IT WAS WITHIN THE BUILD DATE) DO I NEED TO TRY THE JC SPRINGS ANYWAY? PARTS REPLACED: SHIMS TECH'S QUESTION: SEE ABOVE

**RECOMM 10/26/2011 05:37PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE**

KEITH, NO DO NOT TRY SPRING REPLACEMENTS AT THIS TIME, WITH SHIMMING THE AXLE UP OR DOWN NOT AFFECTING THE SHUDDER AND DRIVELINE ANGLES ARE WITHIN .5 TO 3.0 WORKING DEGREES, REMOVE THE FRONT DRIVESHAFT OUT OF THE VEHICLE, ROADTEST AND CONFIRM THE SHUDDER IS STILL PRESENT AND ISOLATED TO THE REAR OF THE VEHICLE. SOME FRONT HUBS HAVE BEEN FOUND MECHANICALLY LOCKED, AND ON ACCEL, THE FRONT DRIVESHAFT INITIALLY SPINNING UNLOADED WILL SHUDDER THE DRIVELINE. IF REMOVING THE FRONT DRIVESHAFT ISOLATES THE SHUDDER, WITH THE ENGINE RUNNING IN 2WD, TURN THE FRONT WHEELS AND SEE IF THE FRONT HALFSHAFTS ROTATE. NOTE WITH THE VEHICLE LOADED, FOLLOWING THE ONLINE WORKSHOP MANUAL INFORMATION FOR SHIMMING THE DIFFERENTIAL TO POINT DOWN 2 DEGREES FROM ITS ORIGINAL POSITION AND ADJUSTING THE CENTER BEARING TO ACHIEVE A .5 TO 3.0 DEGREE WORKING ANGLE IS THE BEST SET UP FOR THE SHUDDER ACCEL FROM A STOP.

**REPAIR 11/02/2011 09:18AM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE**

REMOVED FRONT DRIVE SHAFT. NO CHANGE. SHIMMED AXLE BOTH WAYS (UP/DOWN), NO CHANGE. SHIMMED/LOWERED CENTER BEARING, NO CHANGE. SHUDDER IS SLIGHT AND ONLY FIRST FEW FEET ON MODERATE ACCEL. DROVE

LIKE VEHICLE AND IT DID NOT SHUDDER, ONLY DIFFERENCE WAS THAT TRUCK WAS NOT LOADED. WHAT DO I TRY NEXT?

**RECOMM 11/02/2011 09:18AM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE**

KEITH,  
AS NOTED AT THE END OF THE TSB, BASED ON THE CUSTOMER USAGE,  
AN ACCEPTABLE LEVEL OF SHUDDER/VIBRATION MAY REMAIN AFTER REPAIR. THIS IS DUE TO THE CHANGE IN OPERATING ANGLES WHEN THE VEHICLE IS SUBJECT TO VARYING LOADED OR UNLOADED CONDITIONS.

IN AN EFFORT TO  
IMPROVE RIDE QUALITY, THE REAR SPRINGS AND SUSPENSION ON THE NEW TRUCKS WAS MODIFIED. THIS CHANGE HAS ALLOWED FOR INCREASED MOVEMENT IN THE REAR PINION WHICH CHANGES THE ANGLE ON ACCEL. HEAVY THROTTLE, TOWING OR LOADING THE BED OF THE TRUCK CAN MAKE THIS SLIGHT VIBRATION/SHUDDER MORE NOTICEABLE.

IF THE SHUDDER IS FELT ONLY  
ON ACCEL OR WHEN APPLYING TORQUE TO THE REAR END, IT IS AT THIS TIME CONSIDERED A CHARACTERISTIC AND NOT AN INDICATION OF FAILURE. INSPECTION OF THE DRIVELINE ANGLES AS YOU HAVE DONE IS AN OPTION THOUGH ADJUSTMENT IS NOT ADVISED UNLESS THE DRIVELINE IS WELL OUT OF SPEC.

ENGINEERING IS AWARE OF THESE ISSUES AND IS CURRENTLY LOOKING INTO A POSSIBLE SOLUTION OR FURTHER ADJUSTMENT THAT WOULD LIMIT THE VIBRATION. NO RELEASE DATE ON A FIX IS AVAILABLE AT THIS TIME.

YOU MAY WISH TO ADVISE THE CUSTOMER THAT THIS VIBRATION IS NOT CAUSING ANY DAMAGE OR ADVANCED WEAR IN THE REAR DRIVELINE, BE SURE TO MONITOR OASIS FOR UPDATES OR DETAILS ON THIS CONCERN. THANK YOU.

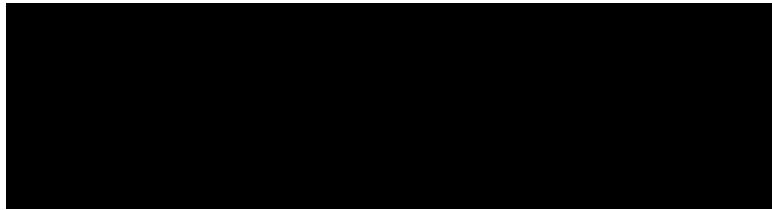
[Download Options](#)

**Folder Number:**

**File Report To This Folder**

**File Report To A Folder**

**Exists in Folder(s)**





# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.  
EXTENSION: 1012  
DIRECT DIAL: 678-781-1012  
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

January 8, 2013

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

RECEIVED  
JAN 15 2013

RE: [REDACTED], Ford Motor Company

**NOTICE OF CONSUMER WARRANTY LAW VIOLATION**

Our Client: [REDACTED]  
Vehicle: 2011 Ford F-150  
VIN: 1FTFW1ET5BF [REDACTED]  
Date of purchase: 04/02/11  
Our File No.: LL13-10106

DGC LIT 2013JAN22 am10:13

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. **CEL on.**

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]



1112 WEST MORRIS BLVD.  
 MORRISTOWN, TENNESSEE 37813  
 Phone: (423) 586-5520 Knoxville: (865) 522-4202  
 Web Site: www.morristownford.com

CUSTOMER NO. 1009484	ADVISOR JOHN RICHARDS	TAG NO. 60333	INVOICE DATE	INVOICE NO. FOCS11193
LABOR RATE	LICENSE NO.	MILEAGE 2,261	COLOR WHT PLAT ME	STOCK NO. 14705
YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 04/02/11		DELIVERY MILES 62	
VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F	SELLING DEALER NO.		PRODUCTION DATE	
F.T.F. NO.	P.C. NO.	R.O. DATE 04/16/11		
COMMENTS				MO: 2261

JOB# 1 CHARGES

LABOR  
 J# 1 10FOZ DRIVEABILITY TECH(S):15 44359 WARRANTY  
 CUSTOMER STATED HE WAS IN COOKVILLE YESTERDAY AND WAS PARKED AND ENGINE RUNNING AND NOTICED STEAM COMING FROM UNDERNEATH THE HOOD - HE HAD IT CHECKED AT A FORD DEALER AND THEY DIDN'T FIND A PROBLEM - HE DROVE TO EXIT 8 AND THE ENGINE BEGAN TO MISS AND WOULD NOT ACCELERATE AND THE VEHICLE WAS TOWED TO THE SHOP - DIAGNOSE AND ADVISE PERFORMED DIAGNOSTIC TESTING WITH THE IDS - DCL, IGNITION, AND PINPOINT TESTS - WIRING IS OK - COIL PROBLEM WITH #5 CYLINDER SWAPPED #5 AND 6 COILS TO VERIFY REPLACED NUMBER 6 COIL AND SPARK PLUG AND RETESTED AND ROAD TESTED = OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BL3Z-12029-C	COIL AS			0.00
	1	CYFS-12-Y3	SPARK P			0.00
TOTAL - PARTS						0.00

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

COMMENTS  
 CALL

TOTALS

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

THANK YOU FOR YOUR BUSINESS!!  
 \*\*\*\*\* PRE - INVOICE \*\*\*\*\*

THANK YOU  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.

**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM THE MANUFACTURER IN THE NEXT FEW WEEKS IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED," PLEASE CONTACT OUR SERVICE MANAGER IMMEDIATELY.

443.55  
 444.58  
 100 F. North  
 Pioneer OH  
 43854

The Reynolds and Reynolds Company, EPAMTIVE, C0700276 G, (01/11)



1112 WEST MORRIS BLVD.  
 MORRISTOWN, TENNESSEE 37813  
 Phone: (423) 586-5520 Knoxville: (865) 522-4202  
 Web Site: www.morristownford.com

CUSTOMER NO. 1009484	ADVISOR JOHN RICHARDS	TAG NO. 60333	303	INVOICE DATE	INVOICE NO. FOCS11543
	LABOR RATE	LICENSE NO.	MILEAGE 5,010	COLOR WHT PLAT ME	STOCK NO. 14705
MORRISTOWN, TN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 04/02/11	DELIVERY MILES 62
	VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 05/03/11	
COMMENTS					MO: 5010

JOB# 1 CHARGES

LABOR  
 J# 1 51FOZ BODY ELECTRICAL TECH(S):60269 WARRANTY  
 SYNC SYSTEM IS INOP - DIAGNOSE AND ADVISE  
 VERIFIED THE CONCERN - SYNC INOP - PERFORMED PINPOINT TEST  
 R1 = NO REFERED TO U, U 1 YES, U2 = YES, U3 = YES U4 = YES  
 U5 = YES  
 INSTALLED SYNC MODULE AND REPROGRAMED AND RETESTED = OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BA5Z-14D212-AA	UNIT -			0.00
TOTAL - PARTS						0.00

JOB# 1 TOTALS

JOB# 2 CHARGES

LABOR  
 J# 2 10FOZ DRIVEABILITY TECH(S):60269 WARRANTY  
 CUSTOMER STATED THE ENGINE STILL SEEMS TO MISS AT TIMES AND  
 HAS STALLED AND DIED WHEN PLACED INTO REVERSE  
 DIAGNOSE AND ADVISE  
 TEST DROVE AND COULD NOT DUPLICATE THE CONCERN  
 UNABLE TO DUPLICATE THE CONCERN

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
TOTAL - PARTS						0.00

JOB# 2 TOTALS

JOB# 3 CHARGES

LABOR  
 J# 3+02FOZFF 1ST FREE OIL CHANGE TECH(S):17935 INTERNAL  
 CUSTOMER REQUESTS FIRST FREE OIL AND FILTER CHANGE  
 COMPLETED OIL CHANGE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	FL-500-S	FILTER			INTERNAL
	6	XO-5W30-QSP	OIL - E			INTERNAL
TOTAL - PARTS						0.00

JOB# 3 TOTALS

JOB# 4 CHARGES

LABOR  
 J# 4+99F0Z099P MULTI POINT INSP TECH(S):17935 INTERNAL  
 PERFORM MULTI-POINT INSPECTION  
 PERFORMED THE MULTIPOINT INSPECTION

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
TOTAL - PARTS						0.00

JOB# 4 TOTALS

THANK YOU  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.

**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER  
 SATISFACTION SURVEY FROM  
 THE MANUFACTURER IN THE NEXT  
 FEW WEEKS IF FOR ANY REASON  
 YOU CANNOT GRADE US  
 "COMPLETELY SATISFIED,"  
 PLEASE CONTACT OUR  
 SERVICE MANAGER  
 IMMEDIATELY.

The Reynolds and Reynolds Company (R&R) 60200990 (01/11)



1112 WEST MORRIS BLVD.  
 MORRISTOWN, TENNESSEE 37813  
 Phone: (423) 586-5520 Knoxville: (865) 522-4202  
 Web Site: www.morristownford.com

CUSTOMER NO 1009484	ADVISOR JOHN RICHARDS	60333	TAG NO. 303	INVOICE DATE	INVOICE NO FOCS11543
[REDACTED]	LABOR RATE	LICENSE NO	MILEAGE 5,010	COLOR WHT PLAT ME	STOCK NO. 14705
MORRISTOWN, TN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 04/02/11	DELIVERY MILES 62
	VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F		[REDACTED]	SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.G. DATE 05/03/11	
COMMENTS					MO: 5010

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

THANK YOU FOR YOUR BUSINESS!!

\*\*\*\*\* PRE-INVOICE \*\*\*\*\*

**THANK YOU**  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.

**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER  
 SATISFACTION SURVEY FROM  
 THE MANUFACTURER IN THE NEXT  
 FEW WEEKS. IF FOR ANY REASON  
 YOU CANNOT GRADE US  
 "COMPLETELY SATISFIED,"  
 PLEASE CONTACT OUR  
 SERVICE MANAGER  
 IMMEDIATELY

The Reynolds and Reynolds Company, ENANT:INVE GC2009R.G. 10/11



1112 WEST MORRIS BLVD.  
 MORRISTOWN, TENNESSEE 37813  
 Phone: (423) 586-5520 Knoxville: (865) 522-4202  
 Web Site: www.morristownford.com

CELL: [REDACTED]

CUSTOMER NO. 1009484	ADVISOR JOHN RICHARDS	TAG NO. 60333	640	INVOICE DATE 08/02/11	INVOICE NO. FOCS13592
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 17,821	COLOR WHT PLAT ME	STOCK NO. 14705
MORRISTOWN, TN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 04/02/11	DELIVERY MILES 62
[REDACTED]	VEHICLE I.D. NO. 1 F T F W 1 E T S B F			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	P.O. DATE 08/02/11		
[REDACTED]	COMMENTS				MO: 17821

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 52FOZ TRIM ELECTRICAL TECH(S):60269 WARRANTY  
 A07 - CUSTOMER STATED THE SYNC SYSTEM IS INOP AT TIMES  
 PERFORMED MASTER RESET PHONE AND RECONNECTED - OK

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

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 30FOZ01 AUTO TRANS CONCERN TECH(S):60269 WARRANTY  
 P68 CUSTOMER STATED THE TRANSMISSION JERKS ON  
 ACCELERATION - DIAGNOSE AND ADVISE  
 PERFORMED DIAGNOSTIC TESTING WITH IDS - NO DTC CODES  
 FOUND - CHECKED AND FOUND A PCM UPDATE  
 REPROGRAMED THE PCM AND PERFORMED ADAPTIVE DRIVE CYCLE - OK

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

JOB# 3 CHARGES-----

LABOR-----  
 J# 3 11FOZ04 FLUID LEAK-ENGINE TECH(S):60269 WARRANTY  
 L65 CUSTOMER STATED THERE IS A LEAK BETWEEN THE ENGINE  
 AND TRANSMISSION - DIAGNOSE AND ADVISE  
 INSPECTED AND FOUND THE EVAP BOX CONDENSOR DRIPPING ONTO  
 THE BELLHOUSING  
 NO PROBLEM FOUND NORMAL - NO OIL LEAKAGE FOUND

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

COMMENTS-----  
 CALL 736-5327

THANK YOU  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.

**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER  
 SATISFACTION SURVEY FROM  
 THE MANUFACTURER IN THE NEXT  
 FEW WEEKS. IF FOR ANY REASON  
 YOU CANNOT GRADE US  
 "COMPLETELY SATISFIED,"  
 PLEASE CONTACT OUR  
 SERVICE MANAGER  
 IMMEDIATELY.

The Reynolds and Reynolds Company, E PAINTWINE C0700076 G 08/11/11



1112 WEST MORRIS BLVD.  
 MORRISTOWN, TENNESSEE 37813  
 Phone: (423) 586-5520 Knoxville: (865) 522-4202  
 Web Site: www.morristownford.com

CELL: [REDACTED]

CUSTOMER NO. 1009484	ADVISOR JOHN RICHARDS	60333	TAG NO. 640	INVOICE DATE 08/02/11	IN FOC513592
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 17,821	COLOR WHT PLAT ME	STOCK NO. 14705
MORRISTOWN, TN [REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 04/02/11	DELIVERY MILES 62
	VEHICLE I.D. NO. 1FTFW1ET5BF [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/02/11		
[REDACTED]	COMMENTS				MO: 17821

TOTALS

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE \_\_\_\_\_

**THANK YOU**  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.

**IMPORTANT**  
 YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM THE MANUFACTURER IN THE NEXT FEW WEEKS IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED," PLEASE CONTACT OUR SERVICE MANAGER IMMEDIATELY.



# FORD LINCOLN OF COOKEVILLE

1600 Interstate Dr.  
 COOKEVILLE, TN 38501  
 Phone: (931) 526-3325



CUSTOMER NO. 47495	APPROX. ADDRESS KAREN CHILDRESS 44453	TAG NO. 464	PIVOT DATE 10/30/12	FOCS# 130858
KNOXVILLE, TN	LABOR RATE	LICENSE NO.	MILEAGE 96,283	COLOR
	YEAR MAKE MODEL 11/FORD TRUCK/F-150/SUPERCREW 4X4 ST			DELIVERY DATE
	VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F	SELLING DEALER NO.		PRODUCTION DATE
RESIDENCE PHONE	CELL PHONE	EMAIL ADDRESS	COMMENTS	MO: 96290

**JOB# 1 CHARGES**

LABOR  
 J# 1 10FOZ DRIVEABILITY TECH(S):46590 189.70  
 CHECK ENGINE LIGHT IS ON AND VEHICLE JERKS ON ACCEL  
 TEST DROVE AND VERIFY CONCERN. PERFORMED ELECTRONIC  
 VEHICLE TEST AND RETRIEVED CODES. MONITORED POWER BALANCE  
 AND OBSERVED CYLINDER 6 AND 4 MISFIRE, REPLACED COILS  
 AND RETESTED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	2	BL3Z-12029-C	COIL AS 567730	86.22	172.44
TOTAL - PARTS					172.44

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	PRICE
	12604		09/27/12	GAS	10.68
	12757		10/30/12	RENTAL	10.68
TOTAL - SUBLET					21.36

MISC	CODE	DESCRIPTION	CONTROL NO.	PRICE
	DED	CUSTOMER DED	47495	211.30
	DEDC	CRD CUSTOMER DED	47495	211.30
TOTAL - MISC				422.60

**JOB# 1 TOTALS**



LABOR	189.70
PARTS	172.44
SUBLET	21.36
MISC	422.60

JOB# 2 CHARGES JOURNAL PREFIX FOCS JOB# 1 TOTAL 584.12

LABOR  
 J# 2-10FOZ01 DRIVEABILITY CONCERN TECH(S):46590 WARRANTY  
 C/S VEHICLE JERKS ON ACCELERATION  
 PERFORMED ELECTRONIC ENGINE DIAGNOSIS AND MONITORED PIDS ON  
 TEST DRIVE. CONSULTED HOTLINE AND REPLACED CAC AS INSTRUCTED  
 TEST DROVE TO CONFIRM REPAIR

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1	CL3Z-19E672-A	DEFLECT 635509		WARRANTY
	2	-W711281-S300	PIN - T 635512		WARRANTY
	1	BL3Z-6K775-B	INTERCO 643378		WARRANTY
TOTAL - PARTS					0.00

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

**JOB# 3 CHARGES**

LABOR  
 J# 3-10FOZZ DRIVEABILITY CONCERN TECH(S):46590 WARRANTY  
 RENTAL  
 RENTAL

The Reynolds and Reynolds Company, SHARPTON, CT 06488-0111

# FORD LINCOLN OF COOKEVILLE

1600 Interstate Dr.  
 COOKEVILLE, TN 38501  
 Phone: (931) 526-3325



CUSTOMER NO. 47495	KAREN CHILDRESS 44453	TAG NO 464	INVOICE DATE 10/30/12	INVOICE NO F0CS130858
LABOR RATE	LICENSE NO	MILEAGE 96,283	COLOR	STOCK NO.
KNOXVILLE, TN		II/FORD TRUCK/F-150/SUPERCREW 4X4 ST		DELIVERY DATE
VEHICLE MAKE/MODEL		VEHICLE ID NO I F T F W I E T S B F		DELIVERY MILES
RESIDENCE PHONE		CELL PHONE		EMAIL ADDRESS
P.T.E. NO.		P.O. NO.		DELIVERY DATE 09/24/12
COMMENTS				MO: 96290

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX	FUCS	JOB# 3 TOTAL	0.00
-----------------------	------	--------------	------

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	GSS	SHOP SUPPLIES/ENVIRONMENTAL		24.94
JOB # A	CHAZ	HAZARDOUS WASTE FEE		1.00
TOTAL - MISC				25.94

TOTALS

TOTAL LABOR	189.70
TOTAL PARTS	172.44
TOTAL SUBLET	10.68
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	237.24
TOTAL MISC DISC	0.00
TOTAL TAX	59.48
<b>TOTAL INVOICE \$</b>	<b>669.54</b>

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



L I N C O L N

*PROVIDED*  
*MC*

# ORD LINCOLN OF COOKEVILLE

1600 Interstate Dr.  
 COOKEVILLE, TN 38501  
 Phone: (931) 526-3325



LINCOLN

*G 104*  
*104*  
*12-10-19*  
*STATE REG# E*  
*112*  
*#2 pins*  
*157*  
*CONNECTION*  
*CONNECTION*

## SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
09/24/12	130858	96283	44453	46590	C	10FOZ	DRIVEABILITY
				46590	W	10FOZ01	DRIVEABILITY CONCERN
				46590	W	10FOZZ	DRIVEABILITY CONCERN
				46590	W	10FOZZ1	DRIVEABILITY CONCERN

## SERVICE

SALESPERSON NO.

VEHICLE ID NO. <b>1FTFW1ET5BF</b>	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150/SUPERCREW 4X4 S</b>	STOCK NO.	LICENSE NO.	R. O. NO. <b>131877</b>
CUSTOMER NO. <b>47495</b>	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO. <b>11/01/12</b>
COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TRG NO. <b>108</b>
TURBO <b>N</b>	A / M / C <b>FOZZ</b>	AIR COND <b>Y</b>	P / B <b>Y</b>	TRANS <b>A</b>
MILEAGE <b>96,599</b>	ADVISOR NO. <b>44453</b>	PRODUCTION DATE	Customer Labor Charges are based upon hours published in a Per Flat Rate Hour Guide, which reflects an average time for performance of a specific repair and may therefore, be more or less than the actual time expended for the repair. *ENVIRONMENTAL FEE: a charge is included for supplies used on your vehicle. These items are EPA approved; aerosols, solvents, cleaning cloths, sealers, silicone treatments, etc., and waste disposal. Please ask service advisor for details.	
DATE / TIME RECEIVED <b>08:17am</b>	LABOR RATE	TERMS	<input type="checkbox"/> I want to inspect my used parts. <input type="checkbox"/> I want my used parts returned to me. <input type="checkbox"/> I do not want to inspect or to have my used parts returned.	
DATE / TIME PROMISED <b>11/01/12 06:00pm</b>	PRIORITY	CASH <input type="checkbox"/>	<input type="checkbox"/> CUSTOMER DETAILS <input type="checkbox"/> CUSTOMER DETAILS <input type="checkbox"/> CUSTOMER DETAILS	
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ADVISOR: <b>KAREN CHILDRESS</b>	LABOR INSTRUCTIONS		

OPERATION	OPERATION DESCRIPTION	NO / MI	TOTAL
37	97500 MILE SERVICE	MI	
IRFUEL	AIR AND FUEL FILTER	MI	

**DISCLAIMER OF WARRANTIES**  
 WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY FACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER INCIDENTAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

**RELEASE**  
 I hereby authorize the repair work hereinafter set forth to be done using with the necessary material and to be not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or beyond your control or for any delays caused by unavailability of parts or delays in parts by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection. An authorized person hereby acknowledged on vehicle to secure the amount of repairs therein. IN THE EVENT OF DEFAULT IN PAYMENT OF MY BILL, I SHALL BE RESPONSIBLE FOR COST OF INCLUDING REASONABLE ATTORNEY FEES PLUS INTEREST. NOT RESPONSIBLE FOR ITEMS LEFT IN VEHICLE WHILE IN OUR POSSESSION, INCLUDING CELL PHONES, C.B., MP3 PLAYERS, OR ANY OTHER NON-FACTORY EQUIPMENT, ETC. THERE WILL BE A CHARGE OF \$35.00 PER DAY FOR ANY VEHICLE LEFT WITH DEALER OVER 10 DAYS. I am not responsible for damage from freezing due to lack of antifreeze. PARTS AND SERVICE WARRANTY IS 1 OR 10,000 MILES WHICHEVER OCCURS FIRST.

1. **C\* 10FOZ DRIVEABILITY**  
 C/S THERE IS A MISS IN THE ENGINE ON ACCELERATION AND CHECK ENGINE LIGHT IS ON

2. **C\* 10FOZ01 DRIVEABILITY CONCERN**  
 RENTAL

*PO300 - Random Miss*  
*PO302 - cyl # 2 miss*  
*PO313 - with Low Fuel*  
*PO310 - First 1000 Rev's*

**Ford**

**LINCOLN**

**PARTS ORDERED**

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT, OR ANY CAUSE BEYOND OUR CONTROL.

PRELIMINARY ESTIMATE \$ \_\_\_\_\_

AUTHORIZED BY K \_\_\_\_\_

REvised ESTIMATE (1) \$	DATE	BY
REvised ESTIMATE (2) \$		

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATE.

X \_\_\_\_\_  
 CUSTOMER SIGNATURE

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

NOV 8, 2012 COUNTER SALES

FORD LINCOLN OF COOK PORT 5359 2525

INVOICE#	CUST #	NAME	PHONE	PAY	CTR#	PL			
PQ	47495			CASH	25349	40			
LN#	PART#	DESCRIPTION	QORD	QSHF	SALE	CORE	EXTENDED	TC	PL
1	BU5Z-14A411-DC	WIRE AS	522	1	9.44		9.44		40
2	BL3Z-9229-B	KIT -	563	1	82.26		82.26		40
3	BL3Z-9F593-B	INJECTO	570	1	50.43		50.43		40
4	-W503280-S437	BOLT	031	3	0.70		2.10		40

AVAI LIST COMP ASSOC  
 BN1 TRADE STS SRC COMPNT  
 BN2 COST GRP ALTER GP%  
 NEW# OLD#

REMARKS (A=ADD) (D=DEL) (E=ENTER) (CR=CONS REACH) (I=INV) (RON=RO#) (TAB)

TOTAL 144.23

12650P35R

3.9

281.35  
 -----  
 425.58

Ford - 50% - 212.79  
 CUST - 50% 212.79  
 -----  
 \$ 425.58

CUSTOMER NAME [REDACTED] SERIAL NO. 1FTFW1ET5BF [REDACTED]

R.O. NO. 133033 RO.DATE 12/12/2012 DEPT (S,B,P) S SERVICE |  
[1 OF 2] [1 OF 1] MILEAGE 96599/96599 ADVISOR NO. 44453 |

OPERATION NO. 11FOZ OP. DESC. ENGINE MINOR |  
SALE TYPE (C/W/I) W TECH.NO(S). 46590 |  
COMPLAINT TAPPS RENTAL FROM RO 130858-REPAIR WAS WELL OVER 30 DAYS AND |  
CLP CLAIM WITH NUMEROUS SUBMISSIONS |  
CAUSE |

CORRECTION TAPPS RENTAL

WARRANTY CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. |  
133033-01 |

CAMPAIGN NO. CAMPAIGN DESC. |  
CAMPAIGN NO. CAMPAIGN DESC. |

(1=COMMENTS)(2=RECOMMENDATIONS)(3=CCC SCREEN)(E=ENTER)(JOB#)(P=PRINT)(TAB)

CUSTOMER NAME [REDACTED] SERIAL NO. 1FTFW1ET5BF [REDACTED]

R.O. NO. 130858 RO.DATE 09/24/2012 DEPT (S,B,P) S SERVICE  
[2 OF 2] [1 OF 4] MILEAGE 96283/96290 ADVISOR NO. 44453

OPERATION NO. 10FOZ OP. DESC. DRIVEABILITY  
SALE TYPE (C/W/I) C TECH.NO(S). 46590  
COMPLAINT CHECK ENGINE LIGHT IS ON AND VEHICLE JERKS ON ACCEL

CAUSE

CORRECTION TEST DROVE AND VERIFY CONCERN, PERFORMED ELECTRONIC  
MORE-> VEHICLE TEST AND RETRIEVED CODES, MONITORED POWER BALANCE

WARRANTY CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.  
130858-01

CAMPAIGN NO. CAMPAIGN DESC.  
CAMPAIGN NO. CAMPAIGN DESC.

(1=COMMENTS)(2=RECOMMENDATIONS)(3=CCC SCREEN)(E=ENTER)(JOB#)(P=PRINT)(TAB)

**zpresley@fordlincolnofcookeville.com**

---

**From:** "Corning, Dan (D.C.)" <dcorning@ford.com>  
**Date:** Monday, January 07, 2013 2:58 PM  
**To:** "Zane Presley" <zpresley@fordlincolnofcookeville.com>  
**Subject:** 2011 F150 VIN - 1FTFW1ET5B[REDACTED] - DRV PERF RUNS ROUGH  
 Zane,

I've called a couple times and missed you. Do you still have this truck with the engine miss concern?

Thanks,  
 Dan Corning  
 Ford Motor Company  
 Field Service Engineer  
 (615) 579-1032

**From:** Corning, Dan (D.C.)  
**Sent:** Wednesday, January 02, 2013 7:13 PM  
**To:** 'Zane Presley'  
**Subject:** RE: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Zane.

Did he ever do the engine running compression check? I'll call you tomorrow and we can talk about where we are and where to go next.

Thanks,  
 Dan Corning  
 Ford Motor Company  
 Field Service Engineer  
 (615) 579-1032

**From:** Zane Presley [<mailto:zpresley@fordlincolnofcookeville.com>]  
**Sent:** Friday, December 28, 2012 2:39 PM  
**To:** Corning, Dan (D.C.)  
**Subject:** Re: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Dan, just wanted to give you a update on customer [REDACTED] ecoboost. We went in and performed the decarbon service and let the vehicle sit overnight. Got here this morning and drove the vehicle with ids and everything seemed to be fine and came to a stop light and all of a sudden engine went to missing again with cylinder number 2 dropping at the traffic light and all of a sudden it clears up and goes to running normal again. Came back recieved codes and misfire number 2 and number 3 was showing.

Zane

----- Original Message -----

**From:** Corning, Dan (D.C.)  
**To:** zpresley@fordlincolnofcookeville.com  
**Sent:** Thursday, December 13, 2012 10:18 AM  
**Subject:** FW: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Zane,

I just spent about an hour on the phone with one of our engineers who was looking over the recordings that Micah made. Overall he thought the idea of looking for a cat problem was a good first step, then he wanted us to look for carbon buildup on the valves and in the cylinder (borescope).

He wanted to be able to see the mode 6 and mode 9 data on the ids session so if Micah or anyone else can add that to the log data file that would be great. After we've covered these items we may want to do another recording with added PIDs but let's try and get these done first.

Thanks,

Dan Corning  
 Ford Motor Company  
 Field Service Engineer  
 (615) 579-1032

**From:** Corning, Dan (D.C.)  
**Sent:** Thursday, December 13, 2012 8:11 AM  
**To:** [zpresley@fordlincolnofcookeville.com](mailto:zpresley@fordlincolnofcookeville.com)  
**Subject:** FW: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Zane,

As you know, I've been working with our EcoBoost engineers for repair ideas. Dominic is the Hotline's GTDI subject matter expert and he called me last night and we talked for about 45 minutes. As a summary of his recommendations, please see his list below. As you can see, some of the items overlap with what we were already discussing. Please have Micah look at each of these.

One important note. We will have to make sure we don't shortcut anything. If we are going to fix this we'll have to perform each test with precision. These guys are the experts and if they want a test performed, even if we don't think that could cause the concern we'll have to do it completely and thoroughly. Let's start with the easy and least expensive stuff and then move to the next item. Please have Micah write down all the results and keep me in the loop as we move forward and call me with any questions!

Thanks,  
 Dan Corning  
 Ford Motor Company  
 Field Service Engineer  
 (615) 579-1032

**From:** Ridolfi, Dominic (D.R.)  
**Sent:** Wednesday, December 12, 2012 5:41 PM  
**To:** Corning, Dan (D.C.)  
**Subject:** RE: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Dan,

As we discussed, the following may help:

- Exhaust backpressure
- Carbon build up -- relation to spark advance dropping out (high odometer reading)
- Fuel quality, source, etc.
- Knock sensor disconnect
- Possible PCM -- we've seen 2&6 miss and just recently 3&5 miss fixed with this

Let me know what you find!

**Dominic Ridolfi**  
 3.0/3.5/3.7/GTDI Subject Matter Expert  
 Ford Technical Hotline  
 Diagnostic Service Center 1  
 1700 Fairlane Dr. Allen Park, MI 48101  
 (313) 248-8241

**From:** Corning, Dan (D.C.)  
**Sent:** Wednesday, December 12, 2012 12:21 PM  
**To:** Ridolfi, Dominic (D.R.)  
**Subject:** FW: ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001



Dominic,

I have this high mileage 2011 F150 that's been down for 2 months. I'm making no progress with it. At first, it seemed to have an intermittent miss on cylinder #2 and yesterday, I recorded this (attached) that shows a miss on multiple cylinders (mostly cyl. #2) We've swapped PCM, coils, spark plugs, and wiggled harnesses. We installed new injectors and injector harness last week. Manual compression is 130 psi (even).

Running against a brick wall. Any ideas? (I just sent the report to the engineers listed below)

Thanks,  
Dan Corning  
Ford Motor Company  
Field Service Engineer  
(615) 579-1032

**From:** Corning, Dan (D.C.)  
**Sent:** Wednesday, December 12, 2012 11:11 AM  
**To:** Hughes, Scott (S.R.); Whitehead, Joseph (J.P.); Oyafuso, Kevin (K.G.); Dixon, Mark (M.R.); McDonagh, Scot (S.M.)  
**Subject:** ISM 12-10-018 - 2011 F150 With P0300, P0302, P0303 - CQIS Report# CIZHL001

Hello,

As per ISM 12-10-018 I am sending this GCQIS report. I have attached 2 IDS recordings to the GCQIS report (one I recorded yesterday is attached to this email). The unit has an aggressive random miss on acceleration, however, cylinder 2 is by far the worst. Please contact me with ANY recommendations, this unit has been down at the dealership two months.

Thanks,  
Dan Corning  
Ford Motor Company  
Field Service Engineer  
(615) 579-1032

**From:** Corning, Dan (D.C.)  
**Sent:** Wednesday, December 12, 2012 10:58 AM  
**To:** Corning, Dan (D.C.)  
**Subject:** Report Summary for the CQIS Report#CIZHL001

**Attachments : 2**

<b>Report# :</b>	CIZHL001 NHL	<b>Received:</b>	09/26/2012
<b>CCRG/EPRC:</b>		<b>Date:</b>	
<b>Vehicle:</b>	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET5BF [REDACTED]	<b>Build Date:</b>	02/04/2011
<b>Odometer :</b>	96,283 M	<b>Engine:</b>	3.5L-GTDI
<b>Transmission:</b>	6R80E	<b>Axle:</b>	3.73 LOCK
<b>Dealer:</b>	USA 06979 Ford Lincoln of Cookeville	<b>Calibration:</b>	BF613C0A
<b>City:</b>	Cookeville	<b>A/C:</b>	YES
<b>Originator:</b>	ZANE PRESLEY	<b>Phone#:</b>	(931) 526-3325
		<b>Country :</b>	USA

**Symptom:** 5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT  
**Status:**  
**VFG:** V52 DRIVEABILITY  
**Additional Symptom:** CHECK ENGINE LIGHT  
**Fix:** Causal Component :  
**Condition Code:**

**Hotliner:** BFENNINI                      **Phone:** 313 317-7071                      **Regn Cd:** C3 Memphis

**Engineering:**                              **Phone:**                              **TAR:** 30-60

**Dir Contact:** ZANE PRESLEY                      **Phone:** 000 000-0000                      **Title Cde:** SM

**DTCs:**

**KOEO:**

**KOEC:**P0300 P0304

**KOER:**

**Comments :**

REPAIR 09/26/2012 05:39PM BRETT FENNING MSS - FCSD - TECH SVC HOTLINE  
 WEB FORM DATA - CONCERN:CUSTOMER STATES CHECK ENGINE LIGHT IS  
 ON AND  
 VEHICLE JERKS ON ACCELERATION. DIAGNOSTICS: PERFORM IDS  
 DIAGNOSTICS  
 KOEO CONTINOUS DTCS P0304 P0306 P0300. PERFORM POWER BALANCE  
 TEST  
 FOUND NUMBER 4 AND NUMBER 6 DROPPING OUT. INTERMITENT MISS ON  
 ALL  
 CYLINDERS. SWAPPED COILS TO A DIFFERENT CYLINDER MISS FOLLOWED  
 CYLINDERS. PARTS REPLACED:REPLACED NUMBER 4 AND NUMBER 6  
 COILS.  
 FLASH AND REPROGRAM PCM TO LATEST CALIBRATION PER TSB  
 NUMBER12-6-4  
 TECH QUESTION:TEST DROVE AFTER REPAIR NO MISS AT IDLE BUT HAVE A  
 INTERMITENT MISS AT HIGHWAY SPEEDS AND UNDER NORMAL  
 OPERATION. ON THE  
 POWER BALANCE SCREEN IT WILL SHOW RANDOM MISFIRES ACROSS ALL  
 CYLINDERS. HAVE YOU HAD THIS SITUATION OR ANY CONCERNS LIKE  
 THIS. OR  
 HAVE ANY INPUT ON THIS CONCERN ON WHAT MAY BE THE NEXT STEP OF  
 DIAGNOSTICS.

**RECOMM 09/26/2012 05:39PM BRETT FENNING MSS - FCSD - TECH SVC HOTLINE**

ZANE, IT IS NOT RECOMMENDED TO UPDATE THE PCM UNLESS THE COLD AIR

COOLER DEFLECTOR IS IN PLACE. RECOMMEND INSTALLING THE CHARGE AIR

COOLER (CAC) DEFLECTOR IF THE VEHICLE DOES NOT ALREADY HAVE ONE AND

RETEST(TSB 12-6-4). IF THE VEHICLE IS ALREADY EQUIPPED WITH A CAC DEFLECTOR THEN IT IS POSSIBLE THAT A CHARGE AIR COOLER CONDENSATION

MISFIRE MAY BE OCCURRING EVEN WITH CAC DEFLECTOR INSTALL. NOT ALL

F-150 GTDI MISFIRES ARE RELATED TO MOISTURE BUILD-UP IN THE CHARGE AIR

COOLER. IT WILL FIRST BE NECESSARY TO DETERMINE IF THE MISFIRE IS RELATED TO ACTUAL CONDENSATION OR RELATED TO ANOTHER COMPONENT/SYSTEM.

IF THE CONCERN CAN BE DUPLICATED DURING A ROAD TEST ON A REGULAR

BASIS, THEN IT IS MOST LIKELY NOT A CONDENSATION CONCERN. IF THE CONCERN CAN ONLY BE DUPLICATED UNDER EXTENDED DRIVING, EXTREMELY HUMID

OR RAINING CONDITIONS AFTER A HARD ACCELERATION EVENT, THEN IT IS MOST

LIKELY DUE TO CAC CONDENSATION. RECOMMEND INSPECTING THE THROTTLE

PLATE AND CAC INTAKE TUBE FOR SIGNS OF WATER OR WATER STAINS. IF THIS

IS FOUND THE CONCERN IS LIKELY DUE TO CAC CONDENSATION. ENGINEERING IS

IN THE PROCESS OF VALIDATING A REPAIR FIX FOR CAC CONDENSATION, BUT NO

RELEASE DATE HAS BEEN PROVIDED. PLEASE CONTINUE TO MONITOR OASIS FOR

UPDATES.

**REPAIR 09/27/2012 11:41AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**

CONCRN IS DRIVING UNDER NORMAL CONDITIONS NOT DURING RAINING OR HUMID

CONDITIONS. THE NUMBER 4 COIL AND THE NUMBER 6 COIL HAVE BEEN VERIFIED

AS A PROBLEM AND REPLACED. TEST DROVE THIS MORNING UNDER HARD ACCELERATION VEHICLE STARTS A RANDOM MISFIRE ACROSS POWER BALANCE

DISPLAY AND THE CHECK ENGINE LIGHT STARTS FLASHING AND STORING

CODE

PO300 RANDOM MISFIRE. VEHICLE IDLES FINE AND NORMAL DRIVING IS OK JUST

UNDER ACCELERATION IT STARTS BUCKING AND JERKING AND LIGHT STARTS

FLASHING. IS THEIR ANY PROCEDURES THAT WE SHOULD TRY OR LOOK AT.

**RECOMM 09/27/2012 11:41AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**

ZANE, THANK YOU FOR THE UPDATED INFORMATION. THE MOST COMMON CONCERN THAT CAUSES RANDOM MISFIRES IS FUEL QUALITY OR FUEL PRESSURE. RECOMMEND TO PERFORM A HIGH PRESSURE FUEL TEST AND REPLACE FUEL INJECTORS, OR THE HIGH PRESSURE PUMP AS NEEDED. IF AN

INJECTOR CONCERN IS NOT FOUND, RECOMMEND TO REMOVE AND INSPECT THE

SPARK PLUGS FOR SIGNS OF FUEL CONTAMINATION OR MISFIRES, CONTAMINATION

DUE TO FUEL QUALITY WILL LEAVE A REDDISH COLOR ON THE SPARK PLUGS.

IF FUEL CONTAMINATION IS SUSPECTED, RECOMMEND TO TAKE A FUEL SAMPLE AND CHECK FOR DEBRIS OR CLOUDINESS. IF VERIFIED, COMPLETELY

EMPTY THE FUEL TANK AND REFILL WITH FRESH FUEL THEN RE-EVALUATE THE

CONCERN.

**REPAIR 10/03/2012 05:24PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**

AS PER HOTLINE RECOMMENDATION PERFORMED HIGH PRESSURE FUEL TEST AN

INJECTOR TEST BOTH PASS. REMOVE SPARK PLUGS TO REVIEW FOR REDDISH TENT

FROM FUEL QUALITY, TOOK FUEL SAMPLE GAS APPEARED TO BE OK BUT DRAINED

FUEL AND INSTALLED NEW FUEL TO TEST WITH. CONDITIONS ARE STILL THE

SAME UNDER HARD ACCELERATION VEHICLE WILL INTERMITTENTLY START RANDOM

MISFIRING AND WILL TRIGGER MIL LAMP AND SET CODE PO300. IS THEIR ANY

OTHER THINGS THAT WE MAY BE OVERLOOKING. COULD CATALYTIC CONVERTERS

CAUSE THIS CONCERN.

**RECOMM 10/03/2012 05:24PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**

ZANE, IT IS POSSIBLE THERE IS AN EXHAUST RESTRICTION. RECOMMEND PERFORMING AN EXHAUST BACK PRESSURE TEST. REMOVE THE

UPSTREAM OXYGEN

SENSOR AND INSTALL THE BACK PRESSURE GAUGE IN THE OXYGEN SENSOR PORT.

THERE SHOULD BE LESS THAN 1 PSI AT IDLE AND NO MORE THAN 3 PSI DURING

2 TO 3 WOT SNAPS IN NEUTRAL OR LESS THAN 8 PSI WHILE DRIVING UNDER LOAD. IF THERE IS NOT ANY EXHAUST BACK PRESSURE, RECOMMEND PERFORMING A RELATIVE COMPRESSION TEST. IF ANY OF THE CYLINDERS ARE

LOW PERFORM A MANUAL COMPRESSION TEST.

**REPAIR 10/08/2012 11:49AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**

PERFORM EXHAUST BACKPRESSURE TEST UNABLE TO VERIFY ANY CONCERNS WITH

ANY CONVERTER ISSUES. I UNDERSTAND THAT THEIR WILL BE A TSB RELEASED

LATER THIS MONTH FOR A ISSUE SIMILAR TO THIS. THE CUSTOMER HAS BEEN

PURCHASING HIS RENTAL FOR OVER A WEEK. IS IT OK FOR HIM TO DRIVE UNTIL

THIS MESSEGE IS RELEASED.

**RECOMM 10/08/2012 11:49AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**

ZANE, IF WATER MARKS OR OTHER EVIDENCE OF WATER HAVE BEEN LOCATED

ON THE THROTTLE PLATE, OR THROTTLE BODY HOUSING, AS STATED, THIS CONCERN IS CURRENTLY UNDER ENGINEERING INVESTIGATION. PLEASE RELEASE

THE VEHICLE AND CONTINUE TO MONITOR PTS AND OASIS FOR UPDATES ON THIS

VEHICLES CONDITION.

**REPAIR 11/01/2012 05:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**

WEB FORM DATA - CONCERN:VEHICLE WAS BROUGHT IN A COUPLE OF DAYS AGO

WITH THE CONCERN (THERE IS A ENGINE MISS ON ACCELERATION AND MIL IS

ON). I HAD A RANDOM MISFIRE CODE AND WAS ABLE TO DUPLICATE THE CONCERN

ON SEVERAL OCCASIONS. ENGINE WOULD INTERMITTENTLY START MISSING ON

ACCELERATION AND WOULD HAVE A LOSS OF POWER. DIAGNOSTICS: PERFORMED TSB 12-10-19 AND DROVE 40 MILES AFTER THE REPAIR WITH NO

CONCERN PRESENT. A DAY LATER VEHLCE WAS BROUGHT BACK WITH THE EXACT

SAME SYMPTOMS AND THE SAME DTC.

PARTS REPLACED:CAC, CAC  
 DEFLECTOR, AND REPROGRAMED PCM TECH QUESTION:HAVE YOU SEEN  
 THIS  
 BEFORE. WHAT PIDS SHOULD I MONITOR DURING THE CONCERN. WHAT  
 STEPS  
 SHOULD I TAKE NEXT

**RECOMM 11/01/2012 05:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**

ADAM, RECOMMEND TO MONITOR THE FOLLOWING PIDS DURING THE  
 CONCERN:

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,  
 TQ\_CNTRL, TR, VPWR, VREF, VSS. RECOMMEND TO ALSO MONITOR MODE 6  
 AND

POWER BALANCE DATA DURING THE CONCERN. IF THE MISFIRE CAN BE  
 ISOLATED

TO A PARTICULAR CYLINDER, RECOMMEND TO SWAP THE IGNITION  
 COMPONENTS

FROM THE SUSPECT CYLINDER WITH A KNOWN GOOD CYLINDER AND RE-  
 EVALUATE

THE CONCERN. IF THE MISFIRE FOLLOWS THE COMPONENT SWAP,  
 REPLACE THE

FAULTY IGNITION COMPONENTS AND RE-EVALUATE THE CONCERN. IF THE  
 CONCERN DOES NOT FOLLOW THE COMPONENT SWAP, RECOMMEND TO  
 PERFORM A

HIGH AND LOW PRESSURE FUEL SYSTEM TEST. IF THE FUEL SYSTEM TESTS  
 PASS,

PLEASE VERIFY COMPRESSION ON ALL CYLINDERS. IF COMPRESSION IS  
 LOW ON

ANY CYLINDER, PLEASE PERFORM A CYLINDER LEAK DOWN TEST TO  
 DETERMINE

WHERE THE LOSS OF COMPRESSION IS OCCURRING.

**ADD-ON 11/01/2012 05:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**

CONSULTED DOMINIC RIDOLFI

**AUDIT 11/01/2012 05:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**

DEALER 06979, , , USA CHANGED TO 00229, , , USA BY SMASSE16

**REPAIR 11/02/2012 09:03AM NICHOLAS MASON MSS - FCSD - TECH SVC HOTLINE**

WEB FORM DATA - CONCERN:VEHICLE HAS A ENGINE MISS ON ALL  
 CYLINDERS ON

ACCEL AND LOSS OF POWER. CONCERN IS VERY INTERMITTEN AND AT  
 TIMES

SEEMS LIKE TWO DIFFERENT CONCERNS DIAGNOSTICS: PERFORMED TSB

12-10-19 WITH NO CHANGE PARTS REPLACED:CAC, AND DEFLECTOR, ALSO REPROGRAMED PCM AND CLEARED KAM TECH QUESTION:HAVE YOU SEEN THIS

BEFORE? WHAT OTHER DIAGNOSTIC STEPS SHOULD I PERFORM?

**RECOMM 11/02/2012 09:03AM NICHOLAS MASON MSS - FCSD - TECH SVC HOTLINE**

MICAH, DUE TO THE LENGTH OF TIME THIS CONCERN HAS BEEN OCCURRING,

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 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 WITH YOU, 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 11/02/2012 09:03AM NICHOLAS MASON MSS - FCSD - TECH SVC HOTLINE**

CONSULTED: WILLIE HOUSTON, VEHICLE HAS BEEN IN AND OUT OF THE DEALERSHIP SINCE 9-26-2012. CONCERN WAS ORIGINALLY ASSUMED TO BE RELATED TO THE CONDENSATION IN THE CAC AND NOW WITH THE NEW CAC

INSTALLED THE ISSUE IS STILL PRESENT.

**AUDIT 11/02/2012 09:03AM NICHOLAS MASON MSS - FCSD - TECH SVC HOTLINE**

DEALER 00229, , USA CHANGED TO 06979, , USA BY NMASON29

**REPAIR 11/02/2012 12:38PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

AN OBC WAS MADE TO THE DEALER TO DISCUSS THIS CONCERN WITH ZANE PRESLEY

AND MICAH OWENS. MICAH STATES THAT HE HAS BEEN ABLE TO DUPLICATE THE CONCERN WITH RELATIVE EASE UNDER NEARLY ANY WOT CONDITION. DURING A PREVIOUS REPAIR ATTEMPT HE NOTED A FOAMY OILY SUBSTANCE IN THE CAC TUBES HOWEVER HE WAS UNAWARE OF THE CAC CLEANING PROCEDURE SHOWN IN THE ONLINE WSM.

**RECOMM 11/02/2012 12:38PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**  
 MICAH, PLEASE MAKE RECORDINGS OF THE CONCERN USING A MINIMUM OF THE FOLLOWING PID DATA: APP%, BARO, CAC\_T, CHT, CYL\_(1-6)\_ACCL, DTCNT, EQ\_RAT11, EQ\_RAT21, ETC\_ACT, ETC\_DSD, FRP, FRP\_DSD, F\_VCV#, GEAR, IAT, IAT2, GEAR, KNK\_CNTR\_CYL (1-6), KNK\_RATE\_LRND, KNOCK\_1, KNOCK\_2, LOAD, LONGFT1, LONGFT2, MAP (VOLTAGE AND PRESSURE), O2S11\_CUR, O2S21\_CUR, NUM\_MISFIRE, OCTADJ\_R\_LRND, RPM, RUNTM, SHRTFT1, SHRTFT2, SPARKADV, TCC, TFT, TIP\_PRES\_V, TIP\_PRS\_BOOST, TIP\_PRS\_DSD, TP1, TP2, TR, TR1, TR2, TR3, TR4, TURBO\_UNDER, TURBO\_WGATE, TQ\_CNTRL, & VSS. AFTER THE RECORDINGS ARE MADE LOCATE THE 'SET DEALER INFORMATION' IN THE IDS SYSTEM UTILITIES MENU AND VERIFY THAT THE P&A CODE IS CORRECT. IF OKAY, HOLD AND SAVE THE SESSION THAT CONTAINS THE RECORDINGS AND UPLOAD TO THE HOTLINE SERVER. FROM THE PREVIOUS SESSIONS MENU SELECT TO HIGHLIGHT THE SESSION. LOCATE AND SELECT THE THREE COMPUTERS ICON ON THE RIGHT SIDE OF THE SCREEN TO COMPLETE THE UPLOAD. AFTER THE IDS PROMPTS THAT THE SESSION HAS BEEN UPLOADED TO THE HOTLINE SERVER, UPDATE THIS ONLINE FORM TO LET US KNOW. AFTER REVIEW OF THE RECORDED DATA A MEMBER OF THE ESCALATED HANDLING TEAM WILL CONTACT YOU WITH FURTHER REPAIR DIRECTION.

**REPAIR 11/06/2012 09:04AM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**  
 I HAVE UPLOADED THE FREEZE FRAME DATA TO THE HOTLINE SERVER.



THE  
 RECORDINGS SHOULD HAVE MOST OF THE PIDS ABOVE. IF YOU NEED  
 ANOTHER  
 RECORDING LET ME KNOW I WILL BE GLAD TO DO SO. I ALSO MONITORED  
 THE  
 CYLINDER ACCEL PIDS AND THE TIP PIDS DURING THE LAST TEST DRIVE.  
 TIP  
 DOES NOT DROP OUT AS YOU MENTIONED BEFORE BUT CYLINDER 2 ACCEL  
 DOES

**RECOMM 11/06/2012 09:04AM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**

THANK YOU FOR THIS UPDATED INFORMATION. WE WILL FORWARD THIS  
 INFORMATION BACK TO THE ESCALATION TEAM AND THEY WILL RE-  
 CONTACT YOU  
 WITH FURTHER DIAGNOSTIC DIRECTION.

**REPAIR 11/06/2012 03:13PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**

IF YOU COULD GET BACK WITH ME AS SOON AS POSSIBLE. THIS VEHICLE  
 HAS  
 BEEN OUT OF SERVICE FOR APPROX 30 DAYS AND IS IN A BUY BACK  
 STATUS.

THANK YOU FOR YOUR HELP

**RECOMM 11/06/2012 03:13PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**

THANK YOU FOR THIS UPDATED INFORMATION. WE WILL FORWARD THIS  
 INFORMATION BACK TO THE ESCALATION TEAM AND THEY WILL RE-  
 CONTACT YOU  
 WITH FURTHER DIAGNOSTIC DIRECTION.

**REPAIR 11/07/2012 08:42AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

AN OBC WAS MADE TO THE DEALER TO FOLLOW UP WITH MICAH.

**RECOMM 11/07/2012 08:42AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

MICAH, THE SESSION THAT WAS UPLOADED DOES NOT CONTAIN ANY  
 RECORDINGS

OF THE VEHICLE CONCERN. PLEASE LOCATE THE SESSION THAT THE  
 RECORDINGS

WERE SAVED TO AND UPLOAD IT TO THE HOTLINE SERVER AGAIN.

**REPAIR 11/07/2012 10:46AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**

I HAVE UPLOADED THE SERVER WITH NEW RECORDINGS

**RECOMM 11/07/2012 10:46AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**

MICAH, THANK YOU FOR THE UPDATED INFORMATION. THIS REPORT WILL  
 BE

PASSED ON TO THE ESCALATION TEAM AND SOMEONE WILL BE  
 CONTACTING YOU IN

REGARDS TO THE RECORDINGS SENT.

**REPAIR 11/07/2012 11:19AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

AN OBC WAS MADE TO THE DEALER TO FOLLOW UP WITH ZANE AND

MICAH

REGARDING THIS CONCERN.

**RECOMM** 11/07/2012 11:19AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE  
 ZANE, THE RECORDINGS SHOW THAT CYLINDER 2 IS DROPPING COMPLETELY BY ITSELF. THE DTC COUNT INDICATES THAT THERE ARE 4 CODES SET. THE MISFIRE EVENT SHOWN IN THE RECORDING IS NOT CONSISTENT WITH A CAC MISFIRE. THERE ARE SEVERAL PAST REPORTS IN WHICH A PCM FAILURE HAS BEEN DETERMINED TO BE ROOT CAUSE OF A SIMULTANEOUS CYLINDER 2 & 6 MISFIRE, HOWEVER THIS VEHICLE CONCERN IS CLEARLY A SINGLE CYLINDER NUMBER 2 MISFIRE. WHEN SINGLE CYLINDER MISFIRES OCCUR THE CORRECT DIAGNOSTIC PATH TO FOLLOW IS TO SWAP COILS AND SPARK PLUGS WITH KNOWN GOOD CYLINDERS. CLOSELY INSPECT FOR HARNESS CHAFING OF THE INJECTOR HARNESS WHICH HAS BEEN DETERMINED TO BE ROOT CAUSE OF IGNITION COIL FAILURE. IF NO CONCERNS ARE FOUND, REPLACE THE CYLINDER NUMBER 2 FUEL INJECTOR. IF THE CONCERN IS STILL PRESENT, ISOLATE AND LOAD TEST/VOLTAGE DROP THE INJECTOR AND COIL CIRCUITS. IF NO CONCERNS ARE FOUND, REPLACE THE PCM AND RETEST. WE'VE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

**TAR** 11/07/2012 11:19AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE  
 NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE ON THIS VEHICLE DUE TO EXCESSIVE DOWNTIME. THE VEHICLE CAME TO THE DEALER

BECAUSE OF  
 AN INTERMITTENT MISFIRE CONDITION. THE DEALER PERFORMED TSB 12-10-19  
 WITH NO CHANGE TO THE CONCERN. THE TECHNICIAN HAS UPLOADED RECORDINGS  
 TO THE HOTLINE SERVER WHICH SHOW CYLINDER 2 TO BE COMPLETELY DROPPING  
 OUT IN THE CYLINDER\_2\_ACCEL PID DATA. THE TECHNICIAN STATED THAT HE  
 HAS SWAPPED THE CYLINDER NUMBER 2 COIL AND PLUG WITH THOSE FROM A  
 KNOWN GOOD CYLINDER. THE TECHNICAL HOTLINE RECOMMENDED THAT THE  
 INJECTOR AND COIL WIRE HARNESSSES ARE INSPECTED FOR CHAFING AND A KNOWN  
 GOOD INJECTOR BE INSTALLED INTO CYLINDER TWO. IF THE CONCERN IS STILL  
 PRESENT THERE ARE PAST REPORTS INDICATING PCM FAILURE AS A ROOT CAUSE  
 OF SIMULTANEOUS CYLINDER 2 & 6 MISFIRES. THE VEHICLE IS AT THE DEALER.  
 ESTIMATED NUMBER OF REPAIR ATTEMPTS: 2 ESTIMATED NUMBER OF DAYS OUT OF  
 SERVICE: 30

- ADD-ON 11/08/2012 01:46PM DAN CORNING(FSE) MSS - FCSD - REG - MEMPHIS**  
 CALLED THE DEALERSHIP TO REVIEW THE CONCERN. RECOMMENDED COMPLETING  
 THE HOTLINE'S LAST RECOMMENDATION AND CALL ME WITH RESULTS.
- ADD-ON 11/16/2012 05:27PM DAN CORNING(FSE) MSS - FCSD - REG - MEMPHIS**  
 CALLED DEALER, THEY ARE IN THE PROCESS OF REPLACING INJECTORS AND  
 HERNESS.
- ADD-ON 11/28/2012 01:34PM DAN CORNING(FSE) MSS - FCSD - REG - MEMPHIS**  
 DEALER DID NOT HAVE ALL THE SPECIAL TOOLS TO COMPLETE THE JOB. I MADE  
 ARRANGEMENTS WITH THE NASHVILLE TRAINING CENTER TO TEMPORARILY LOAN  
 THE TOOLS TO THE DEALER. REPAIR IN PROCESS.
- ADD-ON 12/11/2012 12:12PM DAN CORNING(FSE) MSS - FCSD - REG - MEMPHIS**  
 HARNESS AND INJECTORS REPLACED WITH NO CHANGE IN SYMPTOM. SCHEDULING  
 DEALER VISIT.
- ADD-ON 12/11/2012 06:01PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**  
 FSE DAN CORNING CALLED AND STATED THAT THE MISFIRE IN THIS

VEHICLE IS  
VERY STRONG. THE PCM, FUEL INJECTOR, COILS AND PLUGS HAVE BEEN  
SWAPPED  
WITH NO CHANGE TO THE CONCERN. HE HAS CHECKED COMPRESSION AND  
RUNNING  
COMPRESSION WITH NO FAULTS FOUND. DURING THE PHONE CALL WE  
REVIEWED  
THE RECORDINGS AGAIN AND CONFIRMED A CYLINDER 2 DROPOUT WITH  
NO EFFECT  
ON CYLINDER 6. DAN IS PLANNING TO MONITOR THE CKP WAVEFORM  
USING THE  
OSCILLOSCOPE.

**RECOMM 12/11/2012 06:02PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

DAN, THE RECORDINGS CLEARLY SHOW CYLINDER 2 AS THE FIRST  
CYLINDER  
THAT DROPS OUT WHEN THE CONCERN OCCURS. THE MOST LIKELY ROOT  
CAUSES  
ARE A DAMAGED CKP TONE WHEEL OR OTHER BASE ENGINE ISSUE SUCH  
AS A  
STICKING OPEN VALVE.

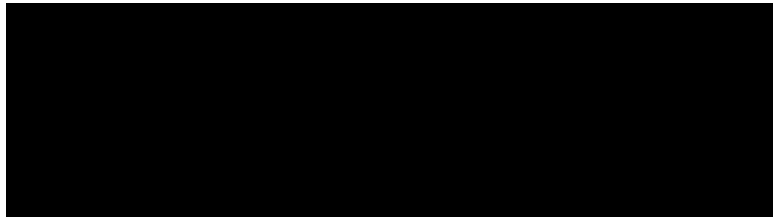
**ADD-ON 12/12/2012 10:11AM DAN CORNING(FSE) MSS - FCSD - REG - MEMPHIS**

TEST DROVE THE TRUCK YESTERDAY. VERIFIED AN AGGRESSIVE RANDOM  
ENGINE  
MISS ON ACCELERATION AFTER ENGINE WARMED. DATALOGGER  
IDENTIFIED #2  
CYLINDER HAS THE WORST MISS. SEE IDS RECORDINGS ADDED TO THIS  
REPORT.

Please click on the link below to view the attachments associated with this report

[https://www.gecis.dealerconnection.com/gecis.asp/DIViewAttachment\\_Main.asp?  
ReportNumber=CJZHI001](https://www.gecis.dealerconnection.com/gecis.asp/DIViewAttachment_Main.asp?ReportNumber=CJZHI001)





IN THE CIRCUIT COURT OF RANDOLPH COUNTY, WEST VIRGINIA

FILED  
2012 NOV -2 PM 12:17

RANDOLPH COUNTY, WEST VIRGINIA

BY \_\_\_\_\_  
Civil Action No. 12-C-172

[REDACTED]  
)  
)  
)  
Plaintiff,  
)  
vs.  
)  
)  
FORD MOTOR COMPANY.  
)  
)  
)  
Defendant.  
)

**COMPLAINT**

NOW COMES the Plaintiff, [REDACTED] by and through his attorney, Michael S. Bailey, Esquire, of the law firm BAILEY & HOWARD, PLLC, and for his Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of West Virginia.
  
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of West Virginia, Randolph County, and is engaged in the manufacture, sale, and/or 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 Elkins Fordland, ("Seller"). Manufacturer does business in all counties of the State of West Virginia including Randolph County, and maintains offices in Randolph County, West Virginia.

## BACKGROUND

3. On or about May 2, 2012, Plaintiff purchased from Seller a 2012 Ford Truck F-150 ("F-150"), manufactured by Manufacturer, Vehicle Identification No. 1FTFW1ET0CF [REDACTED] for valuable consideration (See copy of Motor Vehicle Purchase Agreement, attached hereto as Exhibit "A").

4. The price of F-150 totaled \$38,479.81.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the F-150 was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the F-150, Manufacturer issued and supplied to Plaintiff its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (Plaintiff is trying to locate his copy of warranty booklet, however, said document is equally available to Manufacturer).

7. On or about May 2, 2012, Plaintiff took possession of the F-150 and shortly thereafter experienced the defects/non-conformities listed below.

8. The defects/non-conformities described below violate 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 multiple occasions for the same defects/non-conformities and that the defects/non-conformities remain uncorrected.



11. Plaintiff brought the F-150 to Seller and/or an authorized service dealer of Manufacturer for the following defects/non-conformities, which include but are not limited to:

- a. Defective engine as evidenced by illumination of the check engine light, loss of power and misfire condition;
- b. Defective body and trim as evidenced by inoperative or malfunctioning door locks; and
- c. Any additional complaints made by Plaintiff, whether or not contained on any authorized 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 and/or reasonable amount of time to cure the defects/non-conformities in Plaintiff's F-150, Manufacturer was unable and/or failed to repair the defects/non-conformities as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the F-150's safety and reliability.

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

16. As a result of the defects/non-conformities, Plaintiff provided written notice to Manufacturer.

17. The F-150 remains in a defective and un-merchantable condition and continues to exhibit the above mentioned defects/non-conformities.

18. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable F-150.

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

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

20. 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.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

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

24. Plaintiff's purchase of the F-150 was accompanied by a written warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the F-150 to repair 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 written warranty.

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

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

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

28. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, 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.

29. Plaintiff avers that upon successfully prevailing on 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. The diminution in value of the vehicle, and 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**

30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

31. 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 Manufacturer to Plaintiff.

32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

33. 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.

34. Pursuant to 15 U.S.C. §2308, Plaintiff's F-150 was impliedly warranted to be fit for the ordinary purpose for which the F-150 was intended.

35. 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.

36. 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.

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

38. 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. The diminution in value of the vehicle, and 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 WEST VIRGINIA'S "LEMON LAW",**  
**W.Va. Code §46A-6A-1 et seq.**  
**DEFENDANT MANUFACTURER**

39. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-38 of this Complaint.

40. Plaintiff is a consumer who purchased the F-150, along with a written warranty, from Manufacturer.

41. Plaintiff's F-150 did not conform to Manufacturer's written warranty.

42. Plaintiff reported the nonconformities to Manufacturer, through its authorized dealerships, during the term of the applicable express warranty, or during the period of one year following the original delivery of the F-150 to Plaintiff.

43. Manufacturer, through its authorized dealerships, could not conform Plaintiff's F-150 to any applicable express warranty after a reasonable number of repair attempts.

44. The nonconformities substantially impair the use, market value, and/or safety of the F-150.

45. The nonconformities are not the result of abuse, neglect, or unauthorized modifications or alterations of the F-150.

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

47. The same nonconformities in Plaintiff's F-150 have been subject to repair for a cumulative total of three or more times and/or thirty or more calendar days during the one-year period, and such nonconformities continue to exist.

WHEREFORE, Plaintiff 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: Michael S. Bailey  
Of Counsel

Michael S. Bailey, Esquire (WV Bar #8507)  
BAILEY & HOWARD, PLLC  
642 Main Street, Suite 201  
P.O. Box 347  
Barboursville, WV 25504  
(304) 736-0801

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET0CF [REDACTED] Year: 2012 Model: F-SERIES Case: 1579212202  
Name: [REDACTED] Owner Status: Original WSD: 2012-05-02  
Symptom Desc: MISSES ACCELERATION ALL ENGINE TEMP 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: 07539 ELKINS FORDLAND Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 7200 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 08/07/2012 Action Time: 16.05.21.390 Action Data: No

Comments NEW CASE: FRD1225482. REPRESENTED BY GREG MOSS OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: BODY AND TRIM,TRANSMISSION,ENGINE,ENGINE/ELECTRICAL,BRAKES,ELECTRICAL.

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 07539 ELKINS FORDLAND Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 7200 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 08/07/2012 Action Time: 21.05.22.415 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 08/09/2012 Action Time: 15.16.16.647 Action Data: No

Comments DEALER REPORT REQUESTED AND TFOAMS STARTED FOR CONCERN OF HESITATION UPON ACCELERATION

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 08/09/2012 Action Time: 15.19.22.366 Action Data: No

Comments OFFERED FSE INSPECTION AND UPON SATISFACTION, 5/75 PREM ESP WITH \$100 DED

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON,

MICHEL Analyst: MWATSO90  
Action Date: 08/21/2012 Action Time: 09.18.46.137 Action Data: Yes

Comments RECEIVED DEALER REPORT COMPLETED FROM ELKINS FORD

Data Element Name	Data Value
DATE PAPERWORK REC'D	08-21-2012

---

Action: CUST DECLINED SETTLEMENT OFFER  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 08/28/2012 Action Time: 09.22.23.865 Action Data: No

Comments OFFER OF A FSE INSPECTION/REPAIR AND AN EXTENDED SERVICE CONTRACT HAS BEEN REJECTED BY MR. MALLOW

---

Action: COMPANY REPORT SUBMITTED  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 08/28/2012 Action Time: 13.58.10.463 Action Data: Yes

Comments MRF FAXED TO BBB ATTN EDITH

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

---

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 07539 ELKINS FORDLAND Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 7200 MI Comm Type: MAIL  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 08/28/2012 Action Time: 16.05.15.702 Action Data: No

Comments HEARING SCHEDULED ON 08/31/12 AT 10:00AM

---

Action: ARBITRATION-AWA DRS SPENDING  
Dealer: 07539 ELKINS FORDLAND Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM  
Odometer: 7200 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 10/09/2012 Action Time: 10.30.52.416 Action Data: Yes



Comments REPURCHASE DECISION

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	TAYLOR, HARRY
DENIAL DECISION (Y=YES, N=NO)	N
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	Y
RAV TYPE	REFUND
FURTHER REPAIR (Y=YES, N=NO)	

Action: ARBITRATION DECISION-VEHICLE REPURCHASE  
Dealer: 07539 ELKINS FORDLAND  
Odometer: 7200 MI  
Analyst Name: COSTELLO, MATT  
Action Date: 10/09/2012  
Comm Type: MAIL  
Analyst: M-COSTE3  
Action Time: 11.05.12.274  
Origin Desc: BETTER BUSINESS BUREAU  
Action Data: Yes

Comments DATE OF ARBITRATION HEARING 08/31/12 ARBITRATED RESULTING IN A REPURCHASE

Data Element Name	Data Value
DATE OF ARBITRATION HEARING	08/31/12
DATE OF DECISION LETTER	N
ARBITRATOR'S NAME (FIRST AND LAST)	
	Y
	REFUND

Action: ARBITRATION DECISION-VEHICLE REPURCHASE  
Dealer: 07539 ELKINS FORDLAND  
Odometer: 7200 MI  
Analyst Name: COSTELLO, MATT  
Action Date: 10/09/2012  
Comm Type: MAIL  
Analyst: M-COSTE3  
Action Time: 11.05.12.573  
Origin Desc: BETTER BUSINESS BUREAU  
Action Data: Yes

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A REPURCHASE

Data Element Name	Data Value
DATE OF DECISION LETTER	
DATE OF DECISION LETTER	N
ARBITRATOR'S NAME (FIRST AND LAST)	
	Y
	REFUND

Action: ASSUMED REJECTION OF DECISION  
Dealer: 07539 ELKINS FORDLAND  
Odometer: 7200 MI  
Analyst Name: COSTELLO, MATT  
Action Date: 10/23/2012  
Comm Type: MAIL  
Analyst: M-COSTE3  
Action Time: 21.05.10.576  
Origin Desc: BETTER BUSINESS BUREAU  
Action Data: Yes

Comments DATE OF REJECTION 10/23/12 ARBITRATED RESULTING IN A REPURCHASE

Data Element Name	Data Value
-------------------	------------

DATE OF REJECTION

10/23/12

N

Y

REFUND

---

Ford Confidential

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 08-NOV-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
1FTFW1ET6C1	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	1	2G04	*	DIAG	*	F04	S11	V52	D21	42
<b>AWS Claim Key:</b>	<u>1625349</u>	<b>Doc #:</b>	08410101	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	2	<b>Labor Cost:</b>	13.35	<b>Material Cost:</b>	0	<b>Total Cost:</b>	13.35											
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	14-MAY-2012	<b>DIST(Mile):</b>	1001									
<b>Cust Comments:</b>	ENGINE MISS AND WHEN PASSING SOMEONE IT IS SHUTTING OFF.																							
<b>Tech Comments:</b>	CHECKED EEC SYS SEE HOTLINE REPORT 105406895 P0300 P0304 P03 05 P0306 CKD TSB 12 2 10 AT LATEST CALIBRATION CKD PFR SSM 22225 P0430 NOT PRESENT WAS TOLD NOT TO DO ANYTHING AT THIS																							

1FTFW1ET6C1	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	2	6J08	9L3Z	1522008	A	F08	S06	V07	L07	41
<b>AWS Claim Key:</b>	<u>1661548</u>	<b>Doc #:</b>	08485003	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	9	<b>Labor Cost:</b>	62.02	<b>Material Cost:</b>	22.19	<b>Total Cost:</b>	84.21											
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	13-JUN-2012	<b>DIST(Mile):</b>	4909									
<b>Cust Comments:</b>	CHECK RIGHT REAR DOOR LOCK STICKS WONT UNLOCK																							
<b>Tech Comments:</b>	CHECKED AND REPLACED LATCH AND STRIKER PER TSB 12 02 13 ROD NOT BENT																							

1FTFW1ET6C1	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	2	1F01	*	6K775	*	F04	S11	V52	D41	42
<b>AWS Claim Key:</b>	<u>1624474</u>	<b>Doc #:</b>	08485001	<b>Trx Code:</b>	S07	<b>Labor Hrs:</b>	5	<b>Labor Cost:</b>	34.46	<b>Material Cost:</b>	10.74	<b>Total Cost:</b>	45.2											
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	13-JUN-2012	<b>DIST(Mile):</b>	4909									
<b>Cust Comments:</b>	CHECK BAD ENGINE MISS WHEN WET OUT																							
<b>Tech Comments:</b>	DO TSB REPROGRAM PCM AND INSTALL SHIELD TO CORRECT																							

1FTFW1ET6C1	F6		T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	3	1C03	*	6505	*	F04	S11	V52	D36	42
<b>AWS Claim Key:</b>	<u>2005552</u>	<b>Doc #:</b>	08557601	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	8.4	<b>Labor Cost:</b>	578.84	<b>Material Cost:</b>	0	<b>Total Cost:</b>	427.24											
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	13-JUL-2012	<b>DIST(Mile):</b>	6125									
<b>Cust Comments:</b>	CHECK ENGINE WHEN RAINING THE ENGINE MISSES AND HAS NO POWER																							
<b>Tech Comments:</b>	R+R INTAKE AND CLEAN EXHUST VALVE REMOVED INTAKE AND CLEANED EXHAUST VALVES TEST DROVE SEEMS TO BE OK FSE WAS COMING IN TO DRIVE TRK BUT CUSTOMER LEFT WI TH TRUCK BEFOR FSE GOT TO DRIVE																							

Any comments? You can contact





## BBB AUTO LINE

October 23, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear Madam/Sir:

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

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

Sincerely,

Edith Newton at Extension 512

***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

October 9, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [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



**BBB AUTO LINE**

**ACCEPTANCE OR REJECTION OF DECISION**

Date: 10/09/12  
Customer: [REDACTED]

Case Number: FRD1225482

Business: Ford Motor Company  
Mfr-Info: 6700 WV 1FTFW1ET0CF [REDACTED]

**If this form is not received in our office within 14 days from the date of the cover letter, the decision will be considered rejected. You may return it to our office via fax at 1.703.247.9700.**

Please check one of the following:

\_\_\_\_\_ I ACCEPT THE ARBITRATION DECISION. I understand this means:

- \* the business will be legally bound to abide by this decision; and,
- \* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

**You must do the following if you have been awarded a repurchase/replacement award and accept it:**

1) Contact your financial company to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction.  
Indicate the date you have done this: \_\_\_\_\_

2) Please provide the full name of your financing company \_\_\_\_\_  
 Account Number \_\_\_\_\_  
 Mailing address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_ I REJECT THE ARBITRATION DECISION. I understand this means:

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

Signature(s) of Titled Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_

**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

October 9, 2012

[REDACTED] C/O GREG MOSS  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear [REDACTED] C/O Greg Moss:

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

We have also enclosed an *Acceptance/Rejection Form* that must be used to accept or reject the decision. Please complete the form and return it to BBB AUTO LINE so that we receive it in our office **within 14 days** from the date of this letter. We recommend that you call to confirm receipt of this form a few days after you send it to us.

Please note, that according to the terms of the Decision, the manufacturer will provide you with a statement of amounts that will be paid, if you accept the Decision. **Upon receipt of the manufacturer's statement of amounts, you should review and compare it to the manufacturer's Program Summary and/or lemon law remedies, if applicable. If you dispute any of the amounts outlined on the manufacturer's statement, you must submit a written request to our office within 10 days after your receipt of the statement. Your request will be forwarded to the manufacturer for comment and then both positions will be sent to the arbitrator for resolution.** If you believe you are entitled to reimbursement for any amounts (including any attorney fees, if your manufacturer's program summary allows for them) that you have not already submitted to the manufacturer as part of this case, please include documentation for those expenses when you return the enclosed *Acceptance/Rejection* form.

**Should you accept the decision, please be aware that a current vehicle registration (valid until the date of the transaction) is required.**

**Please do not make any changes or additions to the *Acceptance/Rejection Form* as we will consider that a rejection of the decision.**

If you have any questions about the decision or the amounts, please feel free to call me at 800.955.5100. You may also fax the signed form to me at 703.247.9700.

Sincerely,

Edith Newton at Extension 512

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



## Reasons for Decision

Submitted Date: 10/07/12

FRD1225482

VIN: 1FTFW1ET0CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 08/31/12

Arbitrator: Harry C. Taylor

### Question 1

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

Repurchase

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

This decision is fair because of a continuing defect in the echo-boost system which is part of the engine. The vehicle was taken in for service on at least 4 different occasions for repair. After each repair attempt, the defect was still present. The vehicle was out of service on the 4 times which the vehicles was in for repair. This meets acceptable requirements for replacement. Repair attempts did not fix the problem. Mileage of 8,532 indicates that this impairment was caused by problems in building the original engine thus replacement is the only reasonable solution.

### 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.

This decision is based on the vibration and shaking caused by the echo-boost system in the engine. This vehicle was put in for service at the dealer on at least 4 different occasions. The result being that the problem was never resolved.

### Question 3

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

At least 4

### Question 4

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

yes

### Question 5

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

8,532

CASE: FRD1225482  
Arbitrator: Harry C. Taylor

Customer: [REDACTED]  
Date: 10/07/12

10/07/2012





## REPURCHASE DECISION

Submitted Date: 10/07/12

FRD1225482

VIN: 1FTFW1ET0CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 08/31/12

Arbitrator: Harry C. Taylor

### Question 1

Vehicle (Year, Make, Model):

F Ford Fusion 2012

### Question 2

The manufacturer shall repurchase the above named ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer *Program Summary* that set out the remedies to be included in a repurchase award.

The following shall be deducted from the amounts paid by the manufacturer:

- a If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

$8532-100/100,000 \times \text{Purchase Price}$   $8,532-100/100,000 \times 38,479.81$

The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. .

At the time of repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership.

The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: FRD1225482  
Arbitrator: Harry C. Taylor

Customer: [REDACTED]  
Date: 10/07/12

10/07/2012



## Single Reasons for Decision

Submitted Date: 10/07/12

FRD1225482

VIN: 1FTFW1ET0CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 08/31/12

Arbitrator: Harry C. Taylor

### Question 1

**NOTE TO ARBITRATORS: Please put the reasons for your decision on this form.**

Arbitrator inspected vehicle and read all agreements of sales contract, repair orders, and vehicle warranty. Arbitrator also drove vehicle and observed the problem of constant shaking and vibration even after three or more repair attempts by Ford Motor company. All parties agree that reproaches is the only solution to this issue.

CASE: FRD1225482

Arbitrator: Harry C. Taylor

Customer: [REDACTED]

Date: 10/07/12

10/0/2012



### BBB AUTO LINE

Date: 08/28/12 Case Number: FRD1225482  
 Customer: [REDACTED]  
 Business: Ford Motor Company  
 Mfr-Info: 6700 WV 1FTFW1ET0CF [REDACTED]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, Harry C. Taylor #, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

Signature of Arbitrator Harry C. Taylor #

### Inspection Report

Ronald Mallow

FRD1225482

Ford Motor Company

Customer:

Case #: ERD1225482

Manufacturer:

Arbitrator's Name: Harry C. Taylor #

Date of Inspection: 8/31/2012

Location of Inspection: Charleston, W.Va. \*

Vehicle Information: Make: Ford Model: F-150

Year: 2012 Mileage: 8532 VIN: 1E1EWLE10CF [REDACTED]

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

Exterior and interior of <sup>Blue</sup> Ford, F-150

Was a test drive conducted? [ ] Yes [X] No How long was the test drive? — Minutes

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

- Bug def - front of vehicle - Bedliner  
- Decals - Cover

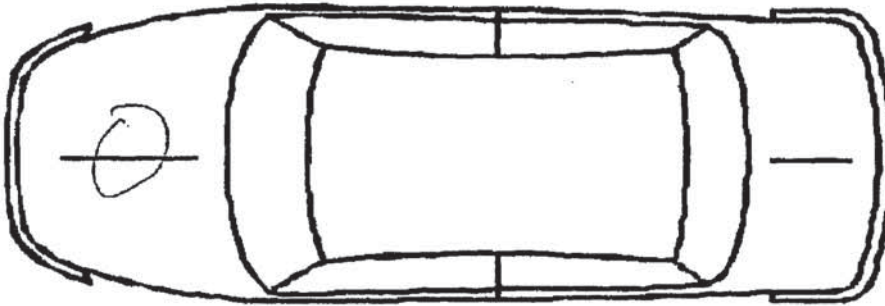
#### Exterior

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

What damage is beyond normal wear and tear?

24-Boost

Please indicate damage below:



#### Interior

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

What damage is beyond normal wear and tear?



## BBB AUTO LINE

August 29, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear Madam/Sir:

Please review the enclosed revised document.

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

Sincerely,

Edith Newton at Extension 512



## BBB AUTO LINE

### AGREEMENT TO ARBITRATE

Date: 08/29/2012

Case Number: FRD1225482

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 WV 1FTFW1ET0CF [REDACTED]

**\*\* REVISED \*\***

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

Model : F-150 Truck

Year : 2012

All parties named above submit to arbitration the following:

- \* Body and Trim
- \* Transmission
- \* Engine
- \* Engine/Electrical
- \* Brakes
- \* Electrical

The parties have come to agreement on the following:

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

Consumer : Repurchase

Manufacturer : Denial

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

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

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

ATA



**BBB AUTO LINE**

August 29, 2012

[REDACTED] C/O GREG MOSS  
CHICAGO IL [REDACTED]

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear [REDACTED] C/O Greg Moss:

Please review the enclosed revised document.

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

Sincerely,

Edith Newton at Extension 512



## BBB AUTO LINE

August 29, 2012

BBB OF GREATER WEST VIRGINIA  
1018 KANAWHA BLVD E #301  
CHARLESTON WV 253010000

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Please review the enclosed revised document.

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

Sincerely,

Edith Newton at Extension 512





## BBB AUTO LINE

August 29, 2012

MR. HARRY TAYLOR  
1304 HUNTERS RIDGE ROAD  
CHARLESTON WV 25314

Re: revlt 29576 FRD1225482 [REDACTED] vs Ford Motor Corporation  
1FTFW1ET0C [REDACTED]

Dear Mr. Taylor:

Please review the enclosed revised document.

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

Sincerely,

Edith Newton at Extension 512



**BBB AUTO LINE**

August 28, 2012

[REDACTED] C/O GREG MOSS  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear [REDACTED] C/O Greg Moss:

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

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

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

Sincerely,

Edith Newton at Extension 512



**MANUFACTURER RESPONSE FORM**  
Will participate - In Writing  By Phone

Case Number: FRD1225482

Customer Name: [REDACTED]

State: WV

VIN: 1FTFW1ET0CF [REDACTED]

Warranty Start Date: 5/2/2012

Vehicle year/model: 2012 F-150

Current mileage: 7200

Purchased:  New  Used (mileage and date of purchase)  Leased (terms of lease)  
This claim is:  IN BTB Warranty  IN Diesel Warranty  In Powertrain Warranty  OUT of all Warranties  
Extended Service Plan:  NO  YES \_0\_\_\_\_\_

**SETTLEMENT INFORMATION**

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

Ford offered a Field Service Engineer (FSE) inspection and upon satisfaction, our 5 year / 75,000 mile Premium Care Extended Service Plan with \$100 deductible.

Please indicate the customer's response below:

- The customer rejected the offer on 08/24/2012.
- The customer has not indicated a response to the offer.

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

- Body and trim
- Transmission
- Engine
- Engine/Electrical
- Brakes
- Electrical

**MANUFACTURER'S POSITION:**

It is Ford's position that this vehicle should not be repurchased or replaced. We feel this vehicle is not exemplary of the satisfied presumption under the West Virginia BBB Auto Line Program Summary Requirement. It is our contention that this vehicle is in operation per Ford Motor Company's design intent. In addition, Ford has not noted any repair completion for many of the body and trim

concerns noted, and feels that many of the concerns listed as part of the Customer Claim Form as repairs were, in fact, accessory installations and maintenance.

In continuation of our examination in comparison with that of the Program Guidelines, Mr. [REDACTED] is alleging three repair attempts, of the four or more required repair attempts for any same concern. Initially, it would appear that by the dates provided, that this vehicle was out for an extended period of time during the 06/13/2012 repair. However, after simple examination of the mileage of this vehicle throughout the ownership of our customer the vehicle averages 600-675 miles per week. This mileage between the June and July examination, when compared, substantiates that the customer was not without transportation for any extended period of time.

It is our position that based upon the customer's allegations alone, that this vehicle does not satisfy the presumption for repurchase or replacement for any current, ongoing concern. At last attempt in July, the Elkins Ford advised [REDACTED] that a FSE would be present at the dealership for an unrelated concern and would examine his vehicle. Our customer refused the examination, and did not want to wait the two days for the FSE. While this is within any customer's right to refuse repair or examination, we feel that our additional offer for inspection and the rejection of our offer substantiates that this vehicle does not have a substantial nonconformity in need of repair. Ford believes this vehicle should not be repurchased or replaced.

**Vehicle Warranty Repair History:**

**Invoice #84101** at **1,001** miles

**05/16/2012**

**Issue Presented:**

- Engine misses and when passing someone it is shutting off. Checked Engine Electronic Control (EEC) system. See hotline report and TSB # 12-2-10. Vehicle at latest calibration, checked per SSM 22225. P0430 not present was told to not perform any repair at this time.

**Service Repair Completed:**

- Checked Engine Electronic Control (EEC) system. See hotline report and TSB # 12-2-10. Vehicle at latest calibration, checked per SSM 22225. P0430 not present was told to not perform any repair at this time.

**Invoice #84850** at **4,909** miles

**06/13/2012**

**Issue Presented:**

- Check bad engine miss when wet out.

**Service Repair Completed:**

- Do TSB # and reprogram Powertrain Control Module (PCM) and install shield to correct

**Invoice #85576** at **6,125** miles

**07/13/2012**

**Issue Presented:**

- Check engine when raining. The engine misses and has no power.

**Service Repair Completed:**

- Removed intake and cleaned valves. Test drove.

**DOCUMENTATION PROVIDED**

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: AWS Warranty Repairs

List amount of any over allowance /negative equity: \$ \_\_\_\_\_

To: BBB AUTO LINE

Completed by: Michel Watson Date: 08/28/2012

Attn: Edith Newton

Phone: 866-567-6518 x77467

Fax: 703.247.9700

Fax: 866-611-4278

08/28/2012 10:00:00 AM

Server: AWS Prod  
Claims loaded through: 27-AUG-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-AUG-12

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

Date: 8/28/2012 2:02:07 PM

Page: 5/5

From: TA:10.100.0.2:20575.3214351123

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
1FTFW1ET0CFE [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	1	2G04	*	DIAG	*	F04	S11	V52	D21	42
<b>AWS Claim Key:</b>	<u>1025340</u>	<b>Doc #:</b>	08410101	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	.2	<b>Labor Cost:</b>	13.35	<b>Material Cost:</b>	0	<b>Total Cost:</b>	13.35										
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	14-MAY-2012	<b>DIST(Mile):</b>	1001								
<b>Cust Comments:</b>	ENGINE MISS AND WHEN PASSING SOMEONE IT IS SHUTTING OFF.																						
<b>Tech Comments:</b>	CHECKED EEC SYS SEE HOTLINE REPORT 105406895 P0300 P0304 P0305 P0306 CKD TSB 12 2 10 AT LATEST CALIBRATION CKD PER SSM 22225 P0430 NOT PRESENT WAS TOLD NOT TO DO ANYTHING AT THIS																						

1FTFW1ET0CFE [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	2	1F01	*	6K775	*	F04	S11	V52	D41	42
<b>AWS Claim Key:</b>	<u>1624174</u>	<b>Doc #:</b>	08485001	<b>Trx Code:</b>	S07	<b>Labor Hrs:</b>	5	<b>Labor Cost:</b>	34.46	<b>Material Cost:</b>	10.74	<b>Total Cost:</b>	45.2										
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	13-JUN-2012	<b>DIST(Mile):</b>	4909								
<b>Cust Comments:</b>	CHECK BAD ENGINE MISS WHEN WET OUT																						
<b>Tech Comments:</b>	DO TSB REPROGRAM PCM AND INSTALL SHIELD TO CORRECT																						

1FTFW1EFOCFE [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	27-MAR-2012	02-MAY-2012	144534	USA	2	6J08	9L3Z	1522008	A	F08	S06	V07	L07	41
<b>AWS Claim Key:</b>	<u>1661548</u>	<b>Doc #:</b>	08485003	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	.9	<b>Labor Cost:</b>	62.02	<b>Material Cost:</b>	115.05	<b>Total Cost:</b>	177.07										
<b>Dir Cd-Sub Cd:</b>	07539	<b>Name:</b>	ELKINS FORDLAND	<b>Ph:</b>	304-6362222	<b>St:</b>	WV	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	13-JUN-2012	<b>DIST(Mile):</b>	4909								
<b>Cust Comments:</b>	CHECK RIGHT REAR DOOR LOCK STICKS WONT UNLOCK																						
<b>Tech Comments:</b>	CHECKED AND REPLACED LATCH AND STRIKER PER TSB 12 02 15 ROD NOT BENT																						

7/13

Any comments? You can contact



## BBB AUTO LINE

August 28, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [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,

Edith Newton at Extension 512



## BBB AUTO LINE

August 28, 2012

[REDACTED] C/O GREG MOSS  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear [REDACTED] C/O Greg Moss:

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 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512





**BBB AUTO LINE**

**Record of Arbitration Hearing  
(To Be Completed by Arbitrator)**

Below please list any/all evidence you received from the parties during the hearing and after the initial packet that accompanied the *Notice of Hearing* and summarize the testimony of the parties and their witnesses.

Case No: FRD1225482 Date of Hearing: 08/31/12  
Consumer and Attorney (if any): [REDACTED] c/o Greg Moss  
Company and Representative Name: Ford Motor Company  
Arbitrator(s): \_\_\_\_\_  
Hearing Location/Address: \_\_\_\_\_  
\_\_\_\_\_

1. Type of Hearing

Consumer:  In Person    Company:  In Person  
 Written     Written  
 Telephone     Telephone

2. Consumer and Witnesses

*Summary of Relevant and Material Testimony  
of the consumer and any witnesses*

\_\_\_\_\_  
  
  
  
  
  
  
  
  
  
\_\_\_\_\_

\_\_\_\_\_  
  
  
  
  
  
  
  
  
  
\_\_\_\_\_

3. Witnesses for Company

*Name of Witness*

*Summary of Relevant and Material Testimony*

---

---

---

---

---

---

---

---

4. Impartial technical expert or other witnesses

*Name of Witness*

*Summary of Relevant and Material Testimony*

---

---

---

---

---

---

---

---

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)



## BBB AUTO LINE

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

Date: 08/28/12

Case Number: FRD1225482

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 WV 1FTFW1ET0CF [REDACTED]

Arbitrators: Mr. Harry C. Taylor

Inspection Date, Time, Place: 08/31/12 10:00am EST  
BBB of Greater West Virginia  
1018 Kanawha Blvd E #301  
Charleston, WV253010000

Hearing Site Phone: (304) 345-7502

AUTOLINE Director Phone: (304) 345-7502 Fax : (330) 456-8957

### INSTRUCTIONS

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

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

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

NOI

PE13-018 001103LC

**Inspection Report**

FRD1225482

**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):

\_\_\_\_\_  
\_\_\_\_\_

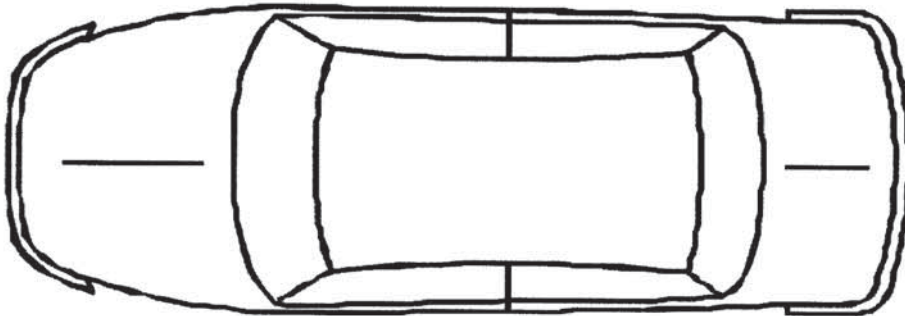
**Exterior**

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?

\_\_\_\_\_  
\_\_\_\_\_

*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

### ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1225482

---

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:** Harry Taylor

**Arbitrator's Occupation:**  
handling Social Security hearings

#### **Arbitrator's Biography:**

Harry C. Taylor has been a federal judge since 1988 and a BBB arbitrator since 2005. He has also served as an arbitrator for the American Arbitration Association and the National Association of Security Dealers. He received his J.D. in 1976 and has extensive experience in litigation, arbitration and administrative hearings. He has appeared before various federal and state courts, as well as numerous federal and state administrative boards. Mr. Taylor was a successful practicing attorney for 12 years and is currently a United States Administrative Law Judge for the Office of Disability Adjudication and Review of the Social Security Administration.



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1225482

---

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:** Harry Taylor

**Arbitrator's Occupation:**  
handling Social Security hearings

**Arbitrator's Biography:**

Harry C. Taylor has been a federal judge since 1988 and a BBB arbitrator since 2005. He has also served as an arbitrator for the American Arbitration Association and the National Association of Security Dealers. He received his J.D. in 1976 and has extensive experience in litigation, arbitration and administrative hearings. He has appeared before various federal and state courts, as well as numerous federal and state administrative boards. Mr. Taylor was a successful practicing attorney for 12 years and is currently a United States Administrative Law Judge for the Office of Disability Adjudication and Review of the Social Security Administration.

*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

August 22, 2012

[REDACTED] C/O GREG MOSS  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [REDACTED]

Dear [REDACTED] C/O Greg Moss:

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at 800.955.5100.

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

Edith Newton at Extension 512

**Location of Better Business Bureau**

BBB of Greater West Virginia

Name of building (if any)

1018 Kanawha Blvd, Ste 301 Charleston WVA 25301

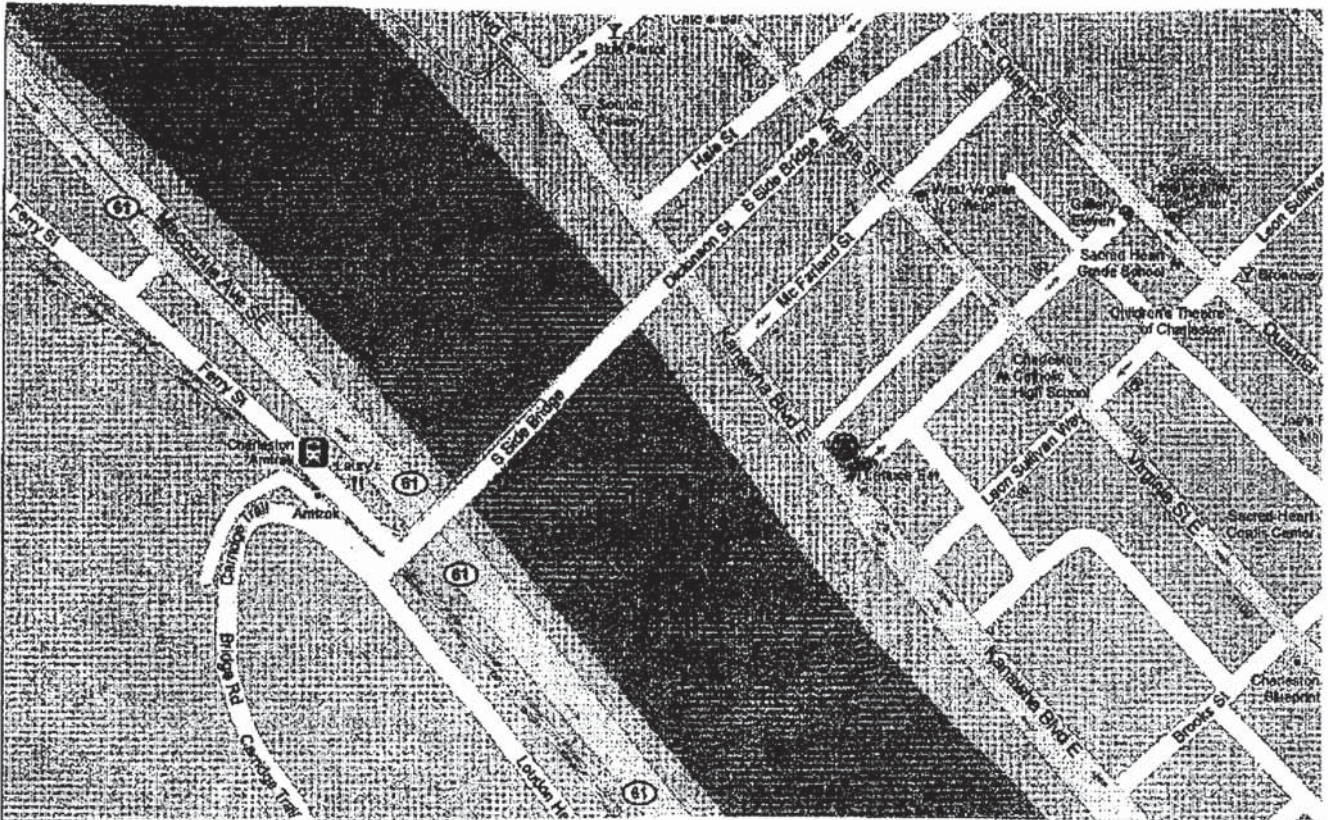
Bureau Address and City

330-455-8202

Bureau Phone Number (Emergencies Only)



**DIRECTIONS**







Manufacturer Settlement Offer

**CUSTOMER NAME:** [REDACTED]  
**CASE NUMBER:** FRD1225482  
**VEHICLE:** 2012 F-150  
**TODAY'S DATE:** 08/09/2012

---

Ford is prepared to offer [REDACTED] an inspection by a Ford Motor Company Field Service Engineer (FSE) to address the concern of the body/ listed on the Customer Claim Form. We believe this is the best option for the customer as an FSE is well-versed in the components of Ford products and has the latest technical updates available for. Upon completion of this repair to the customer's satisfaction, as a goodwill gesture, Ford will provide the customer with a 5 year / 75,000 miles Premium Care ESP with a \$100 deductible. This is the most comprehensive service plan that Ford offers; covering over 500 components within the engine, transmission, front and rear-wheel drive, steering, brakes, suspension, electrical, air conditioning, technology applications, safety implements, audio components, and emissions.

Please advise of the customer's position.

Michel Watson  
Dispute Resolution Specialist | Ford Customer Relationship Center



## BBB AUTO LINE

August 7, 2012

LOU COSTA  
FORD MOTOR COMPANY  
1320 S BABCOCK ST  
MELBOURNE FL 32901

Re: FRD1225482 [REDACTED] vs Ford Motor Corporation 1FTFW1ET0CF [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.*

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

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

**BBB AUTO LINE must receive your written position and supporting documents no later than close of business 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,

Edith Newton at Extension 512



## BBB AUTO LINE

August 7, 2012

Re: W-C2 FRD1225482: [REDACTED] vs Ford Motor Corporation  
1FTFW1ET0CF [REDACTED]

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

Dear Greg Moss:

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

Enclosed please find the following information:

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

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

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

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

*Council of Better Business Bureaus, Inc.*

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

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

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

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

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

**BBB AUTO LINE must receive your written position and supporting documents no later than close of business 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 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

**BBB AUTO LINE  
Customer Claim Form**

Case number: FRD1225482  
Contact Date: 08/07/12  
Start Date: 08/07/12

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 Greg Moss	
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: 2012	Current mileage: 7200
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Same, Elkins, WV			
Primary Servicing dealer/city/state: ELKINS FORDLAND,			
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: 05/02/12		Mileage at purchase/lease:	
First repair attempt date: 05/14/12		First repair attempt mileage: 1001	
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)**

Repurchase plus attorney fees

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

<b>VEHICLE IDENTIFICATION NUMBER</b> 1FTFW1ET0CF [REDACTED]
<b>Lienholder/Leasing Company</b> _____ <b>Phone Number</b> _____
<b>Account Number</b> _____

**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?
<b>Example:</b>				
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
Body and Trim		5		
Transmission		1		
Engine		2		
Engine/Electrical		2		
Brakes		1		
Electrical		1		

**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: 08/07/2012

Case Number: FRD1225482

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 WV 1FTFW1ET0CF [REDACTED]

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

Model : F-150 Truck Year : 2012

All parties named above submit to arbitration the following:

- \* Body and Trim
- \* Transmission
- \* Engine
- \* Engine/Electrical
- \* Brakes
- \* Electrical

The parties have come to agreement on the following:

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

Consumer : Repurchase Manufacturer :

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



**Bridges, Michael**

---

**From:** Hyatt, Chris <chyatt@consumerlawcenter.com>  
**Sent:** Monday, August 06, 2012 5:46 PM  
**To:** ILDept Fax  
**Cc:** Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna  
**Subject:** 17032479700  
**Attachments:** arb packet - [REDACTED].pdf

AUG 07  
~~06~~ 2012

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

August 6, 2012

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

FRD1225482  
WRTGC

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. He requests a  
refund or replacement under the WV Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

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

Thank you,

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

**BBB AUTO LINE  
Customer Claim Form**

Case number:  
Contact Date:  
Start Date:

Please make any necessary corrections to the information below, 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 Greg Moss, Esq.; Krohn & Moss, Ltd. [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone:
Fax: [REDACTED]	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: F-150	Year: 2012	Current mileage: 7200
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Elkins Fordland, Elkins WV			
Primary Servicing dealer/city/state: same			
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: May 2, 2012		Mileage at purchase/lease: 258	
First repair attempt date: May 14, 2012		First repair attempt mileage: 1,001	
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/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)**

VIN: 1FTFW1ET0CF [REDACTED] / Vehicle Repurchase plus attorneys fees.

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

<b>VEHICLE IDENTIFICATION NUMBER</b>
Lienholder/Leasing Company <u>N/A</u> 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?
PLEASE	SEE		ENCLOSED	

**Total days out of service for all problems:** \_\_\_\_\_

Signature of Titled Owner(s) \_\_\_\_\_ Date 8-2-12  
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, 22203-1838  
Fax: 703-247-9700**

Date of Repair	Mileage	Description of Problem/Repair	Defects
04/10/12	2	Check PDI	Body and Trim
05/03/12	4	Mud flaps	Body and Trim
		Bed liner	Body and Trim
		Bug shield/nose	Transmission
		Accessories	Body and Trim
05/14/12-05/16/12	1,001	Check Engine miss and when passing someone it is shutting off	Engine
		Check engine light is on	Engine/Electrical
06/13/12-06/29/12	4,909	Check bad engine miss when not out	Engine
		Oil change, rotate tires and multi point inspection	Service
		Check right rear door lock	Body and Trim
		Check tires	Tires
		Check brakes	Brakes
		Check battery	Electrical
07/13/12-07/14/2012	6,125	Check engine when raining the engine misses and has no power	Engine/Electrical



**ELKINS FORDLAND, Inc.**  
 696 Beverly Pike, P.O. Box 1548  
 ELKINS, W. VA. 26241  
 (304) 636-2222

**MOTOR VEHICLE  
 PURCHASE AGREEMENT  
 No 23740**

PURCHASER'S NAME		DATE 05 / 02 / 2012	
ADDRESS		CITY BELINGTON	ZIP CODE WV
RESIDENCE PHONE	BUSINESS PHONE	SALES REPRESENTATIVE SHANE B MA	
Please enter my order for one	NEW <input checked="" type="checkbox"/> USED	YEAR 2012	MAKE FORD TRUCK MODEL F-150 SERIES
COLOR BLUE FLAME	TOP	TRIM GRAY CLO	STOCK NO. 22445
VIN 1FTFW1ETOCF	MILEAGE 258	TO BE DELIVERED ON OR ABOUT 05 / 02 / 2012	
Base price of vehicle			\$ 38479.81
Additional equipment (options):			N/A
<b>SELLING PRICE INCLUDING OPTIONS.</b>			<b>38479.81</b>
Dealer installed options:			
REBATES: 5000.00			
TOTALS: 5000.00			
Description of trade-in: Year 2010 Make FORD TRUCK	Documentary Fee		95.00
Model F-150 VIN 1FTFW1E83AF	Title cash price (1 thru 14)		38534.81
Title No. Mileage 45452	Less trade-in		\$ 22000.00
Balance owed to: BB&T	Difference (15 minus 16)		16534.81
Address P.O. BOX 1290 WHITEVILLE NC 28472	Title service charge		N/A
Account No. Good till 05 / 15 / 12	Total taxable amount (17 plus 18)		16534.81
If the Purchaser owes any balance on the trade-in, the Purchaser agrees that the Purchaser is solely responsible for paying off that balance.	Plus balance owed		\$ 26007.75
Purchaser verifies that the official odometer mileage statement has been completed on trade-in.	Sales tax		\$ 823.99
Purchaser's signature	Title fee		10.00
Purchaser agrees that this Order on the face and reverse side hereof and any separate disclosure shall include all of the terms and conditions, that this Order cancels and supersedes any prior agreement and as of this date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.	Lien fee		5.00
	Transfer fee		29.50
	Additional weight fee		N/A
	License fee		N/A
	Inspection fee		N/A
	Temporary plate fee		N/A
	Other		N/A
	Total taxes & fees (22 thru 30)		858.49
	THIS AMT - INCL. TAX ON DOC		5.10
	Mechanical service contract		N/A
Other			
Total (20 plus 31 thru 34)		43416.15	
Deposit (cash down payment)		5000.00	
Balance due on delivery (35 minus 36)		\$ 38416.15	

FORM VVAT-1 (0/0)  
 THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

- Sheet # 4 w/cover

MOTORBOAT/VEHICLE REGISTRATION  
STATE OF WEST VIRGINIA

EXPIRATION DATE		YEAR	CLASS
MONTH	DAY	YEAR	
03	01	13	A2

TRANSFEE

3CB559

The accompanying boat or plate number assigned to the address above is to be used for the boat/vehicle described on this card.

VEHICLE/BOAT IDENTIFICATION NUMBER: IF1FW1E10CF

YEAR: [REDACTED]

MODEL: FORD 2012

LENGTH: 8000

WEIGHT: 8000

REGISTRATION NUMBER: DG18894

EXPIRATION DATE: 05/14/12

OWNER: BARB [REDACTED]

ADDRESS: [REDACTED]

CITY: BELINGTON

STATE: WV

SIGN ON THE BACK

Note: The vehicle has been in no accidents:  
 I have added the following aftermarket items:  
 Ford Mud flaps - Behind a tailgate liner - A bug-deflector on the hood - And a ford Bed cover (Trifecta 3-Fold Bed cover, by Extang)  
 Also I installed ford floor mats (4ea)

# ELKINS FORDLAND, INC.

**CONSISTENTLY EXCEEDS CUSTOMER SATISFACTION**  
 696 Beverly Pike Elkins, WV 26241  
 (304) 636-2222  
 IN WV (800) 296-2486  
 www.elkinsfordland.com



CUSTOMER NO. <b>46491</b>	ADVISOR <b>SANDRA BUTCHER</b>	TAG NO. <b>283</b>	INVOICE DATE <b>07/14/12</b>	INVOICE NO. <b>FOCS85576</b>
	LABOR RATE	LICENSE NO. <b>E</b>	MILEAGE <b>6,125</b>	COLOR <b>BLUE FLAME/</b>
	YEAR/MAKE/MODEL <b>12/FORD TRUCK/E-150 SERIES/F150 S/CR</b>	DELIVERY DATE <b>05/02/12</b>	STOCK NO. <b>72445</b>	DELIVERY MILES <b>258</b>
BELINGTON, WV	VEHICLE I.D. NO. <b>1 F T E W 1 E T O C E</b>	SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	P.O. NO.	R.O. DATE <b>07/13/12</b>	
COMMENTS				

MO: 6129

JOB# 1 CHARGES  
 LABOR  
 CHECK ENGINE WHEN RAINING THE ENGINE MISSES AND HAS NO POWER  
 REMOVED INTAKE AND CLEANED VALVES. TEST DROVE  
 SEEM TO BE OK

JOB# 1 TOTALS  
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0:00

JOB# 2 CHARGES  
 LABOR  
 LOANER

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

TOTALS

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 07/13/2012 / 6129 MI 01FOZ006 6000 MILE SERVICE \*  
 \*\*\*\*\*

YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER IN THE NEAR FUTURE. IT IS VERY IMPORTANT TO US THAT YOU ARE ABLE TO SAY THAT YOU WERE "COMPLETELY SATISFIED" WITH THE SERVICE YOU RECEIVED. IF, FOR ANY REASON, YOU ARE NOT COMPLETELY SATISFIED PLEASE CONTACT ME IMMEDIATELY.	TOTAL LABOR....	0.00
THANK YOU	TOTAL PARTS....	0.00
KENT WINN	TOTAL SUBLET....	0.00
SEVICE MANAGER	TOTAL G.O.G....	0.00
PHONE#304 636 2222	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE

Buy, Sell and Recycle. ELKINS FORDLAND, INC. 696 BEVERLY PIKE, ELKINS, WV 26241 TEL: 304-636-2222 FAX: 304-823-3138

# ELKINS FORDLAND, INC.

CONSISTENTLY EXCEEDS CUSTOMER SATISFACTION

696 Beverly Pike

Elkins, WV 26241

(304) 636-2222

IN WV (800) 298-2486

www.elkinsfordland.com



CUSTOMER NO. <b>46491</b>	ADVISOR <b>SANDRA BUTCHER</b>	TAG NO. <b>283</b>	INVOICE DATE <b>06/29/12</b>	INVOICE NO. <b>FOCS84850</b>
	LABOR RATE	LICENSE NO. <b>E</b>	MILEAGE <b>4,909</b>	ORDER NO. <b>22415</b>
	YEAR/MAKE/MODEL <b>12/FORD TRUCK/F-150 SERIES/E150 S/CR</b>		DELIVERY DATE <b>05/02/12</b>	DELIVERY MILES <b>258</b>
BELINGTON, WV	VEHICLE I.D. NO. <b>1FTFW1ETOCF</b>		BELONG DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	R.E. DATE <b>06/13/12</b>	
COMMENTS				

MO: 4909

**JOB# 1 CHARGES**

LABOR

CHECK BAD ENGINE MISS WHEN MET OUT  
DO TSB - REPROGRAM PCM AND INSTALL SHIELD  
TO CORRECT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	CL3219E672A	DEFLECTOR PLAT		
	2	W711281S300	PUSH PIN		
TOTAL - PARTS					0.00

**JOB# 1 TOTALS**

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

**JOB# 2 CHARGES**

LABOR

OIL CHANGE, ROTATE TIRES AND MULTI-POINT INSPECTION  
THE WORKS  
CHANGED OIL, OIL FILTER, TIRE ROTATION AND MULTI-POINT INSPECTION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	AA5Z-6714-A	FILTER ASY - 0	6.50	6.50
	6	5W30	QT(S) OIL	3.00	18.00
TOTAL - PARTS				24.50	

**JOB# 2 TOTALS**

LABOR 20.45  
PARTS 24.50

**JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 44.95**

**JOB# 3 CHARGES**

LABOR

CHECK RIGHT REAR DOOR LOCK  
CHECKED AND REPLACED LATCH AND STRIKER PER TSB 12-02-13

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	9L3Z-5426412-A	LATCH		
	1	9L3Z-1522008-A	STRIKER - DOOR		
TOTAL - PARTS					0.00

**JOB# 3 TOTALS**

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

**JOB# 4 CHARGES**

LABOR

Beverly and Bermuda 800-298-2486



# ELKINS FORDLAND, INC.

CONSISTENTLY EXCEEDS CUSTOMER SATISFACTION

896 Beverly Pike

Elkins, WV 28241

(304) 636-2222

IN WV (800) 296-2486

www.elkinsfordland.com



CUSTOMER NO. 46491	ADVISOR SANDRA BUTCHER	TAG NO. 283	INVOICE DATE 06/29/12	INVOICE NO. FOC584850
	LABOR RATE	LICENSE NO. E	MILEAGE 4,909	COLOR BLUE FLAME/
	YEAR/MAKE/MODEL 12/FORD TRUCK/F-150 SERIES/F150 S/CR	DELIVERY DATE 05/02/12	DELIVERED MILES 258	STOCK NO. 22445
BELINGTON, WV	VEHICLE ID NO. 1FTFW1ETOCF	SELLING DEALER NO.	PRODUCTION DATE	
	P.O. NO.	P.O. NO.	R.O. DATE 06/13/12	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		MO: 4909

LABOR

TIRES CHECKED OK AT THIS TIME

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

Brakes Checked and are all good at this time

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR

BATTERY TESTED GOOD AT THIS TIME

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX FOC5 JOB# 6 TOTAL 0.00

MISC CODE DESCRIPTION CONTROL NO

JOB # A AS SHOP SUPPLIES 4.50

TOTAL - MISC 4.50

TOTALS

\*\*\*\*\*

\* NEXT RECOMMENDED SERVICE: \*

\* 06/13/2012 / 4909 MI 01FQZ003 3000 MILE SERVICE \*

\*\*\*\*\*

YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER IN THE NEAR FUTURE. IT IS VERY IMPORTANT TO US THAT YOU ARE ABLE TO SAY THAT YOU WERE "COMPLETELY SATISFIED" WITH THE SERVICE YOU RECEIVED. IF, FOR ANY REASON, YOU ARE NOT COMPLETELY SATISFIED PLEASE CONTACT ME IMMEDIATELY.

THANK YOU  
KENT WINN  
SERVICE MANAGER  
PHONE#304 636 2222

TOTAL LABOR.... 20.45  
TOTAL PARTS.... 24.50  
TOTAL SUBLET... 0.00  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 4.50  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 2.97

**TOTAL INVOICE \$ 52.42**

CUSTOMER SIGNATURE \_\_\_\_\_

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

[ END OF INVOICE ] 02:12pm

# ELKINS FORDLAND, INC.

CONSISTENTLY EXCEEDS CUSTOMER SATISFACTION

696 Beverly Pike

Elkins, WV 26241

(304) 636-2222

IN WV (800) 298-2486

www.elkinsfordland.com



CUSTOMER NO. <b>46491</b>	ADVISOR <b>MELISSA</b>	TAG NO. <b>625</b>	INVOICE DATE <b>05/16/12</b>	INVOICE NO. <b>FOCS84101</b>
	LABOR RATE	LICENSE NO. <b>E</b>	MILEAGE <b>1,001</b>	COLOR <b>BLUE FLAME/</b>
	YEAR / MAKE / MODEL <b>12/FORD TRUCK/F-150 SERIES/F150 S/CR</b>	VEHICLE I.D. NO. <b>1FTFW1ETOCF</b>	DELIVERY DATE <b>05/02/12</b>	STOCK NO. <b>22415</b>
<b>BELINGTON, WV</b>			SELLING DEALER NO.	DELIVERY MILES <b>758</b>
	P.T.E. NO.	P.O. NO.	P.O. DATE <b>05/14/12</b>	PRODUCTION DATE
RE	COMMENTS			MO: 1005

**JOB# 1 CHARGES**

**LABOR**

ENGINE MISS AND WHEN PASSING SOMEONE IT IS SHUTTING OFF.  
 CHECKED EEC SYS SEE HOTLINE REPORT 105406895 P0300 P0304 P03  
 05 P0306 CKD TSB 12-2-10 AT LATEST CALIBRATION CKD PER SSH  
 22225 P0430 NOT PRESENT WAS TOLD NOT TO DO ANYTHING AT THIS

**JOB# 1 TOTALS**

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

**COMMENTS**

DELETED OPERATION(S)  
 10F0FCEL ENGINE LIGHT DIAG

**TOTALS**

YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER IN THE NEAR  
 FUTURE. IT IS VERY IMPORTANT TO US THAT YOU ARE ABLE TO SAY  
 THAT YOU WERE "COMPLETELY SATISFIED" WITH THE SERVICE YOU  
 RECEIVED. IF, FOR ANY REASON, YOU ARE NOT COMPLETELY  
 SATISFIED PLEASE CONTACT ME IMMEDIATELY.

THANK YOU!  
 KENT WINN  
 SERVICE MANAGER  
 PHONE#304 636 2222

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

CUSTOMER SIGNATURE

DUPLICATE INVOICE

\*\*\*\*\*

Ref: 6/16/12 09:44 AM FAX: 304-823-3138

**ELKINS FORDLAND, INC.**  
 CONSISTENTLY EXCEEDS CUSTOMER SATISFACTION  
 608 Beverly Pike Elkins, WV 26241  
 (504) 636-2222  
 (WV) (800) 900-4444  
 www.elkinsfordland.com

84101



84101

RECOMMENDED SERVICES

RECOMMENDATION	DESCRIPTION	DATE	STATUS	AMOUNT	TOTAL	SALES	SALES	SALES	SALES	TOTAL
1000 MILE SERVICE	NO	03/02/12								
STATE INSPECT 1 YEAR	NO									

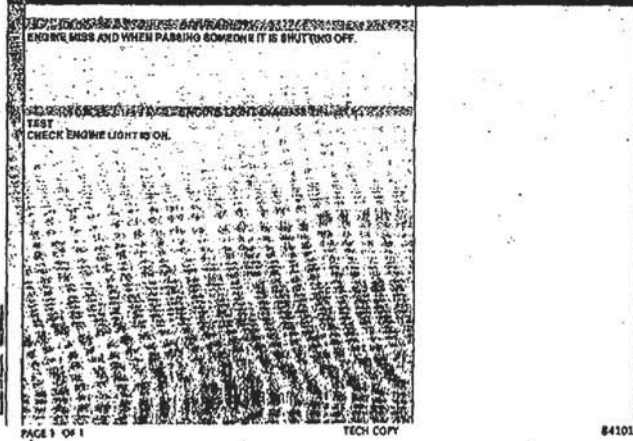
SERVICE HISTORY

DATE	TIME	DESCRIPTION	AMOUNT	TOTAL	SALES	SALES	SALES	SALES	TOTAL
05/01/12	8:33 AM	243	800						

SALESPERSON NO. 409 - SHANE B MAXWELL SERVICE

12/FORD TRUCK/F-150 SEATER/ELI 5/C  
 46491  
 BLUE FLAME/GRAY C  
 6022  
 700 / 0 625 MELISSA

02:28 pm 05/14/12 06:00 pm



PAGE 1 OF 1

TECH COPY

84101

Hotline Assistance Request

Page 1 of 2

Hotline Assistance Request

VIN: 1FTFW1ET0CH  
 Vehicles: 2012 F-SERIES LD  
 RFD Number: 84101  
 Contact ID: 105405695  
 Request Date: 05-14-2012  
 Technician: george yoxheimer

Request Form Details:

Description of vehicle concern:  
 customer saying on occasion during hard acceleration the engine began cutting out or shutting down with engine light flashing

Diagnostics performed:  
 misfire rtdc found all on bank 2 p0300,p0304,305,and p0306, freeze frame didnt show any abnormal fuel trims,o2x12 22 1.377k deg f, kcar pass. noted tab12-2-10- pcm already at latest cal. hls 78.0k, weather very humid and raining for about 2 weeks. and smm 22225 also noted however dtc p0430 was not present

Parts replaced:  
 none

Tech's question:  
 considering all cylinders on bank 2 was affected, should bank 2 cat be suspected even though p0430 was not present. symptom was only 1 time occurrence.

Additional Diag/Comments

Comment from: Ford Comment Date: 5/14/2012 3:52:37 PM  
 George,

At this time, no repair attempts should be made to address this vehicles condition. If no P0430 DTC is present, the catalyst should not be replaced.

Please continue to monitor PTS and OASIS for updates on this vehicles condition. Engineering is currently investigating this concern. Refer to [SSM 22225](#) for more information on this investigation, even though the DTC p0430 is not present.

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Empty text box for additional comments or diagnostic info.

05/14/2012 14:29:63 FORD OASIS VIN INQUIRY

Page 1 of 1

VIN 1FTFW1ETOC1 ODOMETER 0  
YR/MDL 12 F-150 SERIES

CUSTOMER

-----OASIS RESULT:-----

\*114 295 379\* TECH HOTLINE CONTACT ID EXPIRES IN 5 DAYS FOR 1FTFW1ETOC11198

-----Vehicle Information-----

VEHICLE DESCRIPTION	BODY STYLE	ENGINE
2012 F-SERIES LD	F-150 SUPERCREW 4X4	3.5L DOHC 4V V6 GTD
TRANSMISSION	AXLE CODE	ENGINE CALIBRATION
6R60 6 SPD AUTO	L6	CP611COA
PAINT COLOR	RADIO	GROSS VEHICLE WEIGHT
BLUE FLAME	ELETR PREM AM/FM STRO/DISC	7200 LB. GVW
AXLE RATIO	WHEEL SIZE	FRONT TIRE
3.73 FINAL DRIVE RATIO	18X7.5 CHROME CLAD WHEEL	P275/65R18 A/T OWL

WHEEL BASE

SYNC VERSION V4  
VHR ACTIVATED Y

-----NO WARNING MESSAGES FOUND FOR THIS VIN-----

-----ACCURATE REPAIR NOTIFICATIONS-----

NO ARN MESSAGES FOUND

-----GENERAL WARRANTY INFORMATION-----

WARRANTY START DATE	BUILD DATE	SALE MILEAGE
05/02/2012	03/27/2012	

-----OUTSTANDING FIELD SERVICE ACTIONS-----

NO CAMPAIGN MESSAGE(S) FOUND

-----EXTENDED COVERAGES-----

NO ESP INFORMATION AVAILABLE

-----SYMPTOM CODE INFORMATION-----

805000 NO CONCERN PRESENT - MAINTENANCE VISIT

-----SPECIAL SERVICE MESSAGES-----

THERE ARE NO SSMS FOR SYMPTOM ENTERED

-----TECHNICAL SERVICE BULLETINS-----

THERE ARE NO TSBS FOR SYMPTOM ENTERED

05/14/2012 14:29:53

FORD OASIS VIN INQUIRY

Page 2 of 1

VIN 1FTFW1ETOC[REDACTED] ODOMETER 0  
YR/MDL 12 F-150 SERIES

CUSTOMER [REDACTED]

END OF OASIS REPORT FOR 1FTFW1ETOCFB41198

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

120210B    2011-2012 F-150 3.5L    1.0 Hr.  
GTDi; Check DTCs,  
Reprogram The PCM, And  
Replace The Left Catalytic  
Converter (Do Not Use  
With Any Other Labor  
Operations)

**DEALER CODING**

BASIC PART NO.  
RECALEM

CONDITION  
CODE  
04

1FTFW1ET0CF1

[View Print Report](#)

[View Report Problems](#)

OASIS RESULT: 1FTFW1ET0CF1

USA: EN-US

14-MAY-2012 / 16:12:33 EST/ APP1  
Local Time: 14-MAY-2012 / 3:14:07 PM

• VEHICLE INFORMATION

VEHICLE DESCRIPTION: 2012 F-SERIES LD  
TRANSMISSION: 6R80 6 SPD AUTO  
PAINT COLOR: BLUE FLAME  
AXLE RATIO: 3.73 FINAL DRIVE RATIO  
SYNC VERSION: V4

BODY STYLE: F-150 SUPERCREW 4X4  
AXLE CODE: L6  
PAINT CODE: 8Z  
WHEEL SIZE: 18X7.5" CHROME CLAD WHEEL  
VHR ACTNATED: Y

ENGINE: 3.5L DOHC 4V V6 GTDI  
ENGINE CALIBRATION: CF819CA  
RADIO: ELETR PREM AM/FM STEREO/ISO  
FRONT TIRE: P275/65R18 AJT OWL  
GROSS VEHICLE WEIGHT: 7200 LB. GVW

• NO WARNING MESSAGES FOUND FOR THIS VIN

• ACCURATE REPAIR NOTIFICATIONS  
NO ARN MESSAGES FOUND

• GENERAL WARRANTY INFORMATION  
WARRANTY START DATE: 02-MAY-2012

BUILD DATE: 27-MARCH-2012

[New Vehicle Base Warranty](#)  
SALE MILEAGE

• OUTSTANDING FIELD SERVICE ACTIONS  
NO CAMPAIGN MESSAGE(S) FOUND

• EXTENDED COVERAGES  
NO ESP INFORMATION AVAILABLE

• WARRANTY REPAIR HISTORY  
NO RECENT REPAIR HISTORY ON VEHICLE

[Click Here for Full Warranty History](#)

• SYMPTOM CODE INFORMATION

P0304 -  
DTC

SPECIAL SERVICE MESSAGES

22279 2011-2012 F150 3.5L GTDI AND 2012 FOCUS 2.0L GDI - IMPORTANT IGNITION COIL SERVICE TIP  
2011-2012 F150 3.5L GTDI AND 2012 FOCUS 2.0L GDI DO NOT DISCONNECT ANY OF THE IGNITION COIL 12V CONNECTORS WHILE THE ENGINE IS RUNNING.  
THIS CAN DAMAGE THE POWERTRAIN CONTROL MODULE AND THE IGNITION COIL. IF A COIL NEEDS TO BE UNPLUGGED WHILE PERFORMING DIAGNOSTICS  
YOU MUST FIRST TURN OFF THE ENGINE.  
EFFECTIVE DATE: 21-MARCH-2012

22225 2011-2012 F-150 3.5L GTDI INTERMITTENT SYMPTOMS - CYLINDER MISFIRE, STUMBLE ON HARD ACCELERATION AFTER EXTENDED HIGHWAY CRUISE,  
MIL, P0430 AND/OR MISFIRE DTCS.  
SOME 2011-2012 F150 EQUIPPED WITH A 3.5L GTDI ENGINE MAY EXHIBIT AN INTERMITTENT STUMBLE AND/OR MISFIRE ON HARD ACCELERATION AFTER AN  
EXTENDED DRIVE AT HIGHWAY SPEEDS. THESE VEHICLES MAY OR MAY NOT EXHIBIT A STEADY OR FLASHING MIL LIGHT WITH MISFIRE DTCS AND/OR P0430  
STORED IN THE PCM. THESE SYMPTOMS MAY BE MORE NOTICEABLE DURING HIGH HUMID OR DAMP CONDITIONS. THIS CONCERN MAY BE CAUSED BY  
EXCESSIVE CONDENSATION COLLECTING IN THE CHARGE AIR COOLER. REPLACING SECONDARY IGNITION COMPONENTS WILL NOT RESOLVE THIS  
CONCERN. REFER TO TSB 12-2-10. ENGINEERING IS INVESTIGATING. CONTINUE TO MONITOR OASIS FOR FURTHER UPDATES.  
EFFECTIVE DATE: 21-FEBRUARY-2012

THERE ARE NO TSBS FOR SYMPTOM ENTERED

Request Toll-free Assistance | Prior Approval | Cost Cap | SuperDuty/Econ CLP | Report a Vehicle Concern | On-line 1878

END OF OASIS REPORT FOR 1FTFW1ET0CF1

© Copyright 2002-2012 Ford Motor Company. All rights reserved.

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, Ohio, Texas, Wisconsin)

Main Office

10 N. Dearborn St., 3<sup>rd</sup> Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Number  
(312) 678-9428 Ext. 216

Writer's Direct Facsimile  
(866) 309-9548

Writer's Direct E-Mail

gmoss@omni.com celswoastext.com

www.krohnandmoss.com

Writer licensed to practice only in:

Illinois

Wisconsin

July 25, 2012

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

RE: [REDACTED] v. Ford Motor Company  
Vehicle: 2012 Ford Truck F-150  
VIN: 1FTFW1ETOCF [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. This letter is written on behalf of Attorney Michael S. Bailey, licensed to practice in West Virginia. 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, loss of power and misfire condition;
2. Defective body and trim as evidenced by inoperative or malfunctioning door locks; and



3. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

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

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

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

July 25, 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 the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory H. Moss". To the right of the signature is a small circular stamp containing the initials "JH".

Gregory H. Moss

GHM/et

CC: [REDACTED]



## **BBB AUTO LINE PROGRAM SUMMARY**

### ***Ford Motor Company – West Virginia***

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 West Virginia; 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 reasonable towing and rental costs directly incurred because of the claimed defect.

- ♦ **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.

### 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# :** CENCM018 NHL

**Received:** 05/14/2012

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:**

2012,F150 4X4 ,F150 ,SUP  
CRW,STYSD ,1FTFW1ET0CF [REDACTED]

**Build Date:** 03/27/2012

**Odometer :**

1,001 M

**Engine:**

3.5L-GTDI

**Calibration:** CF613C0A

**Transmission:**

6R80E

**Axle:**

3.73  
LOCK

**A/C:** YES

**Dealer:**

USA 07539 Elkins Fordland

**Phone#:** (304) 636-2222

**City:**

Elkins

**State:**

West  
Virgini

**Country :** USA

**Originator:**

GEORGE YOXTHEIMER

**Symptom:**

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

**Status:**

**VFG:**

V52 DRIVEABILITY

**Additional Symptom:**

BANK 2 MISFIRE HUMID RAINING

**Fix: Y**

**Causal Component :**

COOLER ASSY -- RPL

**Condition Code:**

**Hotliner:** MMESSIN4

**Phone:** 313 322-5105

**Regn Cd:** G4 Pittsburgh

**Engineering:**

**Phone:**

**TAR:** CLD



**Dlr Contact:** GEORGE YOXTHEIMER

**Phone:** 304 636-2222

**Title Cde:** T

**KOEO:**

**KOEC:** P0300 P0304 P0305 P0306

**KOER:**

**Comments:**

**REPAIR** 05/14/2012 03:52PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN: CUSTOMER SAYING ONE OCCASION DURING HARD  
EXCELLERATION THE ENGINE BEGAN CUTTING OUT OR SHUTTING DOWN WITH  
ENGINE LIGHT FLASHING DIAGNOSTICS: MISFIRE DTCS FOUND ALL ON BANK 2  
P0300,P0304,305,ANDE P0306, FREEZE FRAME DIDNT SHOW ANY ABNORMAL FUEL  
TRIMS,O2S12 22 1.377K DEG F, KOER PASS. NOTED TSB12-2-10- PCM ALREADY  
AT LATEST CAL. IDS 78.04. WEATHER VERRY HUMID AND RAINING FOR ABOUT 2  
WEEKS. AND SSM 22225 ALSO NOTED HOWEVER DTC P0430 WAS NOT  
PRESENT PARTS REPLACED:NONE TECH QUESTION:CONSIDERING ALL  
CYLINDERS ON BANK 2 WAS AFFECTED, SHOULD BANK 2 CAT BE SUSPECTED EVEN  
THOUGH P0430 WAS NOT PRESENT. SYMTOM WAS ONLY 1 TIME OCCURENCE,

**RECOMM 05/14/2012 03:52PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**

GEORGE, AT THIS TIME, NO REPAIR ATTEMPTS SHOULD BE MADE TO ADDRESS  
THIS VEHICLES CONDITION. IF NO P0430 DTC IS PRESENT, THE CATALYST  
SHOULD NOT BE REPLACED. PLEASE CONTINUE TO MONITOR PTS AND OASIS  
FOR UPDATES ON THIS VEHICLES CONDITION. ENGINEERING IS CURRENTLY  
INVESTIGATING THIS CONCERN. REFER TO  
HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS  
M.ASP?SSM=22225 TARGET='\_BLANK'>SSM 22225 FOR MORE INFORMATION ON  
THIS INVESTIGATION, EVEN THOUGH THE DTC P0430 IS NOT PRESENT.

**REPAIR 05/14/2012 05:13PM MWEBER72**

THE CUSTOMER WAS CONCERNED THE VEHICLE WOULD STALL OR QUIT RUNNING, I  
RECOMMOMENED ONE WIDE OPEN THROTTLE EVENT PER DAY TO PURGE  
ACCUMILLATING WATER IN CHARGE AIR COOLER MAY REDUCE NUMBER OF  
REEOCCURENCES FOR NOW. NOT SURE WHAT ELSE TO AVISE

**RECOMM 05/14/2012 05:13PM MWEBER72**

GEORGE, THANK YOU FOR THE UPDATED INFORMATION. PLEASE CONTINUE TO MONITOR OASIS FOR UPDATES CONCERNING THIS CONDITION. IF NO OTHER TECHNICAL ASSISTANCE IS REQUIRED, PLEASE TAKE A MOMENT AT YOUR CONVENIENCE TO FILL OUT THE SURVEY WITH THIS INFORMATION. SURVEY INFORMATION (ESPECIALLY WHEN RELATED TO ONGOING CONCERNS) IS TRACKED BY ENGINEERING FOR DESIGN CONSIDERATION.

**ADD-ON 05/14/2012 05:13PM MWEBER72**

CONSULTANT: JORDAN DODDS

**ADD-ON 09/12/2012 08:28AM MARK HAYDUK(FSE) MSS - FCSD - REG - PITTSBURGH**

OPEN TAR TO SUPPORT FINAL REPAIR ATTEMPT.

**AUDIT 09/12/2012 08:28AM MARK HAYDUK(FSE) MSS - FCSD - REG - PITTSBURGH**

TECH ASSIST REFERRAL HAS BEEN OPENED

**ADD-ON 11/07/2012 07:48PM MARK HAYDUK(FSE) MSS - FCSD - REG - PITTSBURGH**

CLOSE TAR. DEALER RECEIVED AND INSTALLED NEW DESIGNED CAC.

**AUDIT 11/07/2012 07:48PM MARK HAYDUK(FSE) MSS - FCSD - REG - PITTSBURGH**

TECH ASSIST REFERRAL HAS BEEN CLOSED

Download Options

Folder Number: \_\_\_\_\_

**File Report To This Folder**

**File Report To A Folder**

**Exists in Folder(s)**

**Add Comments**

**Previous**

**Next**

**Save**

**Mail Report**

**Requester:** DALBANIC

Report Summary

**Server:** FCWS686

**Ford Proprietary, Private**

8-Nov-2012

**Retention:** None



# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.  
EXTENSION: 1012  
DIRECT DIAL: 678-781-1012  
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

August 15, 2012

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

RECEIVED

AUG 22 2012

RE: [REDACTED], Ford Motor Company

**NOTICE OF CONSUMER WARRANTY LAW VIOLATION**

Our Client: [REDACTED]  
Vehicle: 2011 Ford F-150  
VIN: 1FTFX1ET7E [REDACTED]  
Date of purchase: 08/11  
Our File No.: LL12-10178

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. **Power loss;**
4. **Electrical;**
5. **Turbo;**
6. **Check engine light;**
7. **Hard shift.**

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.

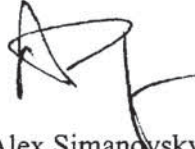
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR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

Alex Simanovsky  
Attorney at Law

AS/ld

CC:





THE GRUBB LAW GROUP

ATTORNEYS AT LAW  
1114 KANAWHA BOULEVARD, EAST  
CHARLESTON, WEST VIRGINIA 25301

10/13  
✓

DAVID L. GRUBB  
CAMERON S. MCKINNEY  
KRISTINA THOMAS WHITEAKER  
APRIL ROMACA WHITE, PARALEGAL  
KIMBERLY L. HARPER, PARALEGAL  
AMANDA MCMILLIEN, LEGAL ASSISTANT

TELEPHONE (304)345-3356  
FACSIMILE (304)345-3355

KWhiteaker@grubblawgroup.com

Ford Motor Company  
One American Road  
WHQ Room 612  
Dearborn, MU 48126

M & M Allietta, Inc.  
1625 Commerce Street  
Wellsburg, WV 26070

OGC LIT 2013JAN18 PM 3:42

Ford Motor Credit Company LLC  
One American Road  
WHQ Room 612  
Dearborn, MU 48126

January 14, 2013  
**VIA CERTIFIED MAIL**

Re: [REDACTED]  
2012 Ford F150  
VIN: 1FTFW1ET5CF [REDACTED]

To Whom It May Concern:

Please be advised that this law firm represents [REDACTED] regarding the above-referenced vehicle he purchased from M & M Allietta on March 15, 2012, and a likely violation of his rights under West Virginia consumer law – including, but not limited to, the “lemon law.”

I am writing to notify you that my client: (1) revokes acceptance of the vehicle; (2) requests that you replace or repurchase the vehicle pursuant to *W. Va. Code* §46A-6A-3; and (3) seeks recovery of monetary damages (including his reasonable attorney’s fees and litigation costs). In order to protect his security interest in the vehicle, [REDACTED] will hold the vehicle with due care until such time as he has recovered from you all monies paid and his additional damages.

My client alleges, *inter alia*, that serious defects have not been repaired after several attempts. Specifically, the vehicle has been returned to Ford authorized dealers for repeated engine problems including sudden losses of power while driving and engine misfires and hesitation. However, these dangerous problems persist, making the vehicle unsafe to drive.

PRINTED ON RECYCLED PAPER



Re: [REDACTED]  
January 14, 2013  
Page 2

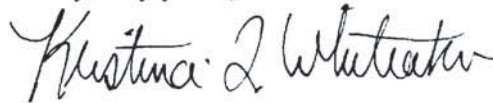
Accordingly, [REDACTED] believes he was treated in an unfair and deceptive manner in violation of article six of the West Virginia Consumer Credit and Protection Act ("WVCCPA").

I am preparing a civil complaint to be filed in the local circuit court seeking a refund of all amounts paid and additional damages recoverable under West Virginia law. Pursuant to the provisions of the West Virginia Consumer Credit and Protection Act and the common law of our state, [REDACTED] will also seek recovery of all attorney's fees and costs reasonably expended in this matter. However, prior to taking any direct legal action, I am writing to ask that you furnish me with complete information, in writing, concerning your side of the story, as well as any defenses you may have to my client's allegations. In addition, please provide me with any and all supporting documents that tend to confirm your position including, but not limited to, the complete repair history for [REDACTED] vehicle.

I would appreciate hearing from each of you as soon as possible. However, if I have not heard from you or your attorney within twenty (20) days of your receipt of this letter, I will assume that you are not interested in discussing a pre-complaint resolution of this matter. I will then take appropriate steps to prosecute any and all of my client's legal claims.

If you have any questions or need additional information please contact me. Thank you.

Very truly yours,



Kristina Thomas Whiteaker

KTW/arw

c: Keith A. Jones, Esquire  
[REDACTED]

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED  
COR  
AM 11:32

[REDACTED]

Plaintiff,

v.

Civil Action No.

13C 430  
Webster

CATHY S. GATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

FORD MOTOR COMPANY, a foreign corporation, and M & M ALLIETTA, INC., a West Virginia corporation,

Defendants.

COMPLAINT

AND NOW comes Plaintiff herein, by counsel, and respectfully represents unto the Court as follows:

PRELIMINARY STATEMENT

1. This is an action for money damages, declaratory and injunctive relief filed pursuant to the West Virginia Consumer Credit and Protection Act, the Uniform Commercial Code, the Magnuson-Moss Warranty Act and applicable state common law theories of liability, and arising out of the sale of a motor vehicle by Defendants, Ford Motor Company, hereinafter "Manufacturer," and M & M Allietta, Inc., hereinafter "Dealer."

2. Plaintiff alleges that Defendants sold him a new motor vehicle that did not conform to the Manufacturer's express warranties. Moreover, Plaintiff alleges that Defendants did not make the repairs necessary to conform the vehicle to said express warranties after a reasonable number of attempts and otherwise committed willful and/or negligent acts to Plaintiff's detriment.

3. As a direct result of Defendants' unlawful, unfair, unconscionable, deceptive, reckless, willful and negligent actions, Plaintiff suffered monetary loss, consequential and incidental damages, compensatory damages, emotional and mental distress, aggravation, anxiety, loss of use, annoyance and inconvenience.

#### **PARTIES**

4. Plaintiff [REDACTED] is a natural person residing in Hancock County, West Virginia, and is a "consumer" pursuant to the West Virginia Consumer Credit and Protection Act and a "buyer" pursuant to the Uniform Commercial Code.

5. Defendant Manufacturer is a foreign corporation authorized to do business and doing business in Kanawha County, West Virginia. Defendant Manufacturer is the "warrantor" of the motor vehicle that is the subject of this civil action.

6. Defendant Dealer is a corporation organized and existing pursuant to the laws of West Virginia. Defendant Dealer is a "seller" and "merchant" pursuant to the Uniform Commercial Code, and a "person" and "authorized dealer" pursuant to the West Virginia Consumer Credit and Protection Act.

7. Upon information and belief, each Defendant was the principal, agent or employee of each other Defendant, and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth, by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

## FACTUAL BACKGROUND

8. On or about March 15, 2012, Plaintiff entered into a motor vehicle purchase contract with Dealer for the purchase of a 2012 Ford F150, Vehicle Identification Number 1FTFW1ET5CF [REDACTED], hereinafter "vehicle" or "subject vehicle."

9. Plaintiff purchased the subject vehicle primarily for personal use.

10. Plaintiff's purchase of the subject vehicle was accompanied by a "manufacturer's express warranty" and "warranty," as defined pursuant to the West Virginia Consumer Credit and Protection Act.

11. The aforementioned warranty formed part of the basis of the bargain of Plaintiff's contract for purchase of the subject vehicle.

12. The aforementioned warranty is set forth in documents provided to Plaintiff by Defendant Dealer.

13. The aforementioned warranty covered any repairs or replacements needed during the warranty period due to defects in factory materials or workmanship. Any required adjustments would also be made during the basic coverage period. All warranty repairs and adjustments, including parts and labor, were to be made at no charge. Additional warranties were set forth in the warranty booklet and the subject vehicle's owner's manual.

14. After purchasing the subject vehicle, Plaintiff discovered and experienced repeated nonconformities that substantially impaired the use, value and/or safety of the vehicle.

15. As a result, Plaintiff returned the subject vehicle to Defendant Dealer for repair. In fact, the subject vehicle has been to authorized dealers for repair attempts at least 8 times.

16. Despite Plaintiff's efforts to allow Defendants an opportunity to repair the subject vehicle, Defendants Dealer and Manufacturer failed to repair the vehicle so as to bring it into conformity with the warranties set forth herein.

17. Plaintiff notified Defendants Dealer and Manufacturer of the defective conditions of the subject vehicle.

18. Defendant Manufacturer failed and refused to provide a comparable replacement vehicle and to reimburse Plaintiff pursuant to Plaintiff's rights under West Virginia law.

19. Defendants' actions were willful, wanton and/or carried out with reckless disregard for the rights of Plaintiff.

20. As a result of Defendants' actions, Plaintiff suffered monetary loss, incidental, consequential, actual and compensatory damages, emotional and mental distress, loss of use, aggravation, anxiety, annoyance and inconvenience.

## **CLAIMS FOR RELIEF**

### **First Claim**

#### **[Violation of Lemon Law]**

21. The preceding paragraphs are hereby realleged and incorporated herein.

22. The subject vehicle is a "motor vehicle" pursuant to *W. Va. Code §46A-6A-2(4)*.

23. Defendant Manufacturer is a "manufacturer" pursuant to *W. Va. Code §46A-6A-2(2)*.

24. The express warranties described herein are each a "manufacturer's express warranty" and "warranty" pursuant to *W. Va. Code §46A-6A-2(3)*.

25. The subject vehicle's defects substantially impaired the use or market value of the vehicle.

26. Defendants were adequately notified of these defects and given a reasonable number of opportunities to remedy same.

27. The acts of Defendants and each of them in refusing or failing to repair Plaintiff's vehicle, so as to bring it into conformity with the express and implied warranties, deprived Plaintiff of his rights pursuant to the express and implied warranties offered by Defendants, and of his rights pursuant to the provisions of *W. Va. Code §46A-6A-1, et seq.*

28. Defendants failed to repair Plaintiff's defective vehicle within a reasonable time period and did not conform said vehicle to all warranties offered by Defendants.

29. Moreover, Defendants refused Plaintiff's request for a comparable replacement vehicle.

30. Plaintiff has performed each and every duty required of him under the terms of the warranty agreement, and under the provisions of *W. Va. Code §46A-6A-1, et seq.*, except as may have been excused or prevented by the conduct of Defendants, as herein alleged.

31. Defendants' conduct constitutes a violation of the provisions of *W. Va. Code §46A-6A-1, et seq.*

### **Second Claim**

#### **[Breach of Express Warranties]**

32. The preceding paragraphs are hereby realleged and incorporated herein.

33. Defendants Dealer and Manufacturer expressly warranted that: (a) the subject vehicle was free from defects, defective parts and workmanship; (b) the subject

vehicle was so engineered and designed as to function without requiring unreasonable maintenance and repairs; (c) in the event the subject vehicle was not free from defects, defective parts, or workmanship, Defendants would repair or replace same without cost; and/or (d) any such defects or non-conformities would be cured within a reasonable time period.

34. Defendants further expressly warranted that all repairs were performed in a good and workmanlike manner, and that the vehicle was fully repaired.

35. Defendants breached the aforementioned express warranties.

### **Third Claim**

#### **[Breach of Implied Warranty of Merchantability]**

36. The preceding paragraphs are hereby realleged and incorporated herein.

37. At all times relevant to this matter, Defendants Manufacturer and Dealer were "merchants" with respect to motor vehicles, as that term is defined in the Uniform Commercial Code.

38. A warranty that the subject vehicle was in merchantable condition was implied by law in the instant transaction, pursuant to the Uniform Commercial Code and the West Virginia Consumer Credit and Protection Act. *See W. Va. Code §46-2-314 and W. Va. Code §46A-6-107.*

39. The subject vehicle was not in merchantable condition when sold to Plaintiff, or at any time thereafter, and was not fit for the ordinary purpose for which a car is used.

40. Defendants Manufacturer and Dealer breached the warranty of merchantability implied by law in the instant transaction.

**Fourth Claim**

**[Breach of Implied Warranty of Fitness]**

41. The preceding paragraphs are hereby realleged and incorporated herein.

42. A warranty that the subject vehicle was fit for the particular purpose for which it was intended was implied by law in the instant transaction pursuant to the Uniform Commercial Code and the West Virginia Consumer Credit and Protection Act. *See W. Va. Code §46-2-315 and W. Va. Code §46A-6-107.*

43. The subject vehicle was not fit for the particular purpose for which it was intended.

44. Defendants Manufacturer and Dealer breached the implied warranty that the motor vehicle was fit for the particular purpose implied by law in the instant transaction.

**Fifth Claim**

**[Cancellation of Contract by Rejection]**

45. The preceding paragraphs are hereby realleged and incorporated herein.

46. As a result of the subject vehicle's defects and non-conformities, Plaintiff rightfully and effectively rejected acceptance, and/or hereby rejects acceptance, of the subject vehicle pursuant to the Uniform Commercial Code.

47. At all times relevant hereto, Defendants failed to comply with Plaintiff's revocation of the subject vehicle, and Defendants refused to return all moneys paid by Plaintiff.

**Sixth Claim**

**[Cancellation of Contract by Revocation of Acceptance]**

48. The preceding paragraphs are hereby realleged and incorporated herein.



49. In the alternative to his Fifth Claim, *supra*, Plaintiff rightfully and effectively revoked acceptance, and/or hereby revokes acceptance, of the subject vehicle pursuant to the Uniform Commercial Code.

50. Plaintiff accepted the subject vehicle without discovery of all of the nonconformities and defects resulting from Defendants' unlawful conduct and/or breaches of warranty.

51. Plaintiff's acceptance of the vehicle was reasonably induced by both the difficulty of discovery prior to acceptance and by Defendants' assurances.

52. Plaintiff accepted the vehicle on the reasonable assumption that all of the nonconformities and defects resulting from Defendants' unlawful conduct and/or breaches of warranty would be cured within a reasonable time period.

53. The nonconformities and defects resulting from Defendants' unlawful conduct and/or breaches of warranty were not, or could not be, seasonably cured.

54. At all times relevant hereto, Defendants have failed to comply with Plaintiff's revocation of acceptance of the vehicle, and have refused to return all moneys paid by Plaintiff.

#### **Seventh Claim**

#### **[Magnuson-Moss Warranty Act]**

55. The preceding paragraphs are hereby realleged and incorporated herein.

56. The subject vehicle is a "consumer product" as that phrase is defined in §2301(1) of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*, since it is normally used for personal purposes and it was, in fact, purchased primarily for personal use.

57. Defendants are “warrantors” as that term is defined in §2301(5) of Magnuson-Moss, and the subject vehicle was manufactured after July 4, 1975.

58. Plaintiff is a “consumer” as that term is defined in §2301(3) of Magnuson-Moss.

59. Defendants Manufacturer and Dealer are “suppliers” and “warrantors” as those terms are defined in the §2310(4) and (5) of Magnuson-Moss.

60. The subject vehicle’s express warranties constitute a “written warranty” as that phrase is defined in §2301(6) of Magnuson-Moss.

61. The actions of Defendants and each of them in failing to tender the subject vehicle to Plaintiff free of defects, and refusing to repair or replace the defective subject vehicle tendered to Plaintiff, constitute a breach of the express and implied warranties covering the new motor vehicle and hence also constitute a violation of the Magnuson-Moss Warranty Act.

62. Plaintiff gave Defendants a reasonable opportunity to cure their failure to comply with said warranties and Defendants did not cure. Plaintiff otherwise performed all things agreed to and required of him under the purchase agreement and warranty, except as may have been excused or prevented by the conduct of Defendants as herein alleged.

#### **Eighth Claim**

#### **[Unfair and Deceptive Acts or Practices]**

63. The preceding paragraphs are hereby realleged and incorporated herein.

64. Defendants Manufacturer and Dealer committed *per se* and general unfair or deceptive acts or practices in the sale and repair of said new motor vehicle – including, /but not limited to, the following:

- (a) representing that the vehicle has certain characteristics when it does not have such characteristics in violation of *W. Va. Code* §46A-6-102(7)(E);
- (b) representing that the vehicle was of a particular quality when it was not of said quality in violation of *W. Va. Code* §§46A-6-104 and 46A-6-102(7)(G);
- (c) engaging in conduct which creates a likelihood of confusion or misunderstanding in violation of *W. Va. Code* §§46A-6-104 and 46A-6-102(7)(L);
- (d) the act, use or employment of a deception, fraud, misrepresentation, or the concealment, suppression, or omission of any material fact in violation of *W. Va. Code* §§46A-6-104 and 46A-6-102(7)(M);
- (e) selling a vehicle as being free of specific defects when, in fact, it was not free of specific defects;
- (f) failing to provide material financial disclosures in a form that Plaintiff could keep prior to sale;
- (g) breaching the subject vehicle's express and/or implied warranties;
- (h) failing to provide promised benefits – including, but not limited to, warranty repairs;
- (i) attempting to disclaim or limit the implied warranty of merchantability and fitness for use;
- (j) representing that repairs could be performed properly, within a reasonable period of time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case;

- (k) failing to offer a comparable replacement vehicle as required by law, or failing to refund of the purchase price of the subject vehicle;
- (l) failing to promptly refund all moneys paid upon the rightful revocation (or rejection) of the subject vehicle and cancellation of the subject transaction; and
- (m) failing to adequately and properly inform Plaintiff about his rights and remedies with respect to the subject transaction and/or misrepresenting such rights and remedies.

**Ninth Claim**

**[Common Law Fraud and Misrepresentation]**

65. The preceding paragraphs are hereby realleged and incorporated herein.

66. At all time relevant hereto, Defendants had a duty to perform all repairs or cause repairs to be performed in a careful, good and workmanlike manner within a reasonable period of time.

67. Defendants had a further duty to disclose any defects or nonconformities that could not be cured within a reasonable period of time.

68. Defendants breached the aforesaid duty of disclosure by representing, either affirmatively or by omission, that the defects or nonconformities could be seasonably cured, when they knew, or in the exercise of reasonable care, should have known the same to be untrue.

69. Defendants further breached the aforesaid duty to disclose by representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when, in fact, the vehicle had not been adequately or properly repaired.

70. Defendants made the aforesaid representations, knowing the same to be false or with reckless disregard as to whether they were true or false or, alternatively, innocently but with the intent that Plaintiff rely on same.

71. The information conveyed to Plaintiff concerning the quality of the vehicle, as outlined specifically hereinbefore, was false.

72. Plaintiff reasonably and justifiably relied upon Defendants' representations to his detriment.

73. Defendants benefited from such reliance.

74. As a result of Defendants' fraud and misrepresentations, Plaintiff suffered damages – including, but not limited to, monetary loss, consequential and incidental damages, compensatory damages, emotional and mental distress, loss of use, aggravation, anxiety, annoyance and inconvenience.

75. Defendants' conduct constitutes actual fraud, constructive fraud, innocent misrepresentation, and/or negligent misrepresentation.

#### **Tenth Claim**

##### **[Common Law Negligence – Negligent Repair]**

76. The preceding paragraphs are hereby realleged and incorporated herein.

77. Plaintiff delivered the subject vehicle to Defendants for repair of the defective condition(s) covered under the express and implied warranties.

78. On each occasion that Plaintiff returned the subject vehicle for repair, Plaintiff is informed and believes, and thereupon alleges, that Defendants attempted to repair the new motor vehicle pursuant to its obligations under the express and implied warranties and under *W. Va. Code §46A-6A-1, et seq.*

79. Defendants owed a duty of care to Plaintiff to perform repairs on the subject vehicle in a good and workmanlike manner within a reasonable time period.

80. Defendants breached this duty.

81. Defendants repair efforts were performed negligently, carelessly, and recklessly.

82. Nonetheless, when Plaintiff picked up his vehicle after Defendants repair attempts, Defendants represented to Plaintiff that the repairs were complete, or that no repairs were necessary.

83. A reasonable merchant in the same or similar circumstances would have performed the repairs in a proper, good and workmanlike fashion.

#### **Eleventh Claim**

#### **[Breach of Duty of Good Faith]**

84. The preceding paragraphs are hereby realleged and incorporated herein.

85. Defendants Manufacturer and Dealer breached the duty of good faith implied in the transaction, pursuant to the Uniform Commercial Code, *W.Va. Code* §46-1-203, by, *inter alia*:

- (a) breaching the express and implied warranties hereinbefore described;
- (b) refusing to provide Plaintiff a comparable replacement vehicle pursuant to state law;
- (c) misrepresenting the condition of the subject vehicle; and
- (d) failing to remedy the problems brought about by Defendants' unlawful conduct in a timely fashion.

**Twelfth Claim**

**[Unconscionability]**

86. The preceding paragraphs are hereby realleged and incorporated herein.

87. Given the condition of the subject vehicle at the time of sale, the purchase price charged, and paid, for the vehicle was unconscionable as a matter of law.

88. Given the conduct of Defendants, the subject transaction was unconscionable, or was induced by unconscionable conduct.

**PRAYER**

**WHEREFORE**, Plaintiff respectfully prays for the following relief:

1. That the contract involved herein be declared canceled by rejection, rescission, or revocation of acceptance;

2. That the Court enter a declaratory judgment, pursuant to *W. Va. Code* §55-13-1, *et seq.*, declaring the acts of Defendants to be in violation of the West Virginia Consumer Credit and Protection Act, the Uniform Commercial Code, and/or the Magnuson-Moss Warranty Act;

3. That the Court enter a permanent injunction against Defendants ordering them to cease and desist from engaging in the unlawful acts described hereinabove;

4. That the Court enter a permanent injunction against Defendants ordering them to establish an ongoing training program for its employees on the subject of consumer rights in West Virginia;

5. That Plaintiff be awarded damages against Defendants, in an amount to be determined at trial, that fairly and reasonably compensates him for moneys lost as a result of Defendants' unlawful acts;

6. That Plaintiff be awarded additional damages against Defendants, in an amount to be determined at trial, that fairly and reasonably compensates him for emotional and mental distress, loss of use, aggravation, anxiety, annoyance and inconvenience suffered as a result of Defendants' unlawful acts;

7. That Plaintiff be awarded consequential and incidental damages against Defendants, in an amount to be determined at trial;

8. That Plaintiff be awarded actual damages or two hundred dollars, whichever is greater, pursuant to *W. Va. Code* §46A-6-106 of the West Virginia Consumer Credit and Protection Act;

9. That Plaintiff, in addition to any actual damages, be awarded statutory penalties pursuant to *W. Va. Code* §46A-5-101, as adjusted for inflation pursuant to *W. Va. Code* §46A-5-106, for each violation of the West Virginia Consumer Credit and Protection Act;

10. That Plaintiff be awarded punitive damages against Defendants, in an amount to be determined at trial, for the willful, wanton and/or reckless disregard for his legal rights;

11. That Plaintiff be awarded his costs – including a reasonable attorney fee – pursuant to *W. Va. Code* §46A-5-104, *W. Va. Code* §46A-6A-4, the Magnuson-Moss Act, the common law, and the general authority of this Court;

12. That Plaintiff be awarded any and all additional damages against Defendants, in an amount to be determined at trial;

13. That Plaintiff be awarded prejudgment and postjudgment interest on all of the aforementioned damages, as allowed by law; and



14. That Plaintiff be awarded such further and general relief as this Court may deem appropriate.

**PLAINTIFF DEMANDS A JURY TRIAL OF ALL ISSUES SO TRIABLE.**

**JOHN MCINTOSH**

Plaintiff

By Counsel



Kristina Thomas Whiteaker (State Bar No. 9434)

D. Christopher Hedges (State Bar No. 7894)

David L. Grubb (State Bar No. 1498)

**THE GRUBB LAW GROUP**

1114 Kanawha Boulevard, East

Charleston, WV 25301

304-345-3356 (telephone)

304-345-3355 (facsimile)

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-15  
 Symptom Desc: MISSES ACCELERATION HOT ENGINE Primary Phone: [REDACTED]  
 Reason Desc: CI - ATTORNEY GENERAL Secondary Phone: [REDACTED]  
 Issue Type: 05 PRIORITY Issue Status: CLOSED

Action: OPEN PRIORITY CONTACT Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: INBOUND CUSTOMER MAIL  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/26/2012 Action Time: 16.09.03.593 Action Data: Yes

Comments CUSTOMER STATES: THAT THE VEH EXHIBITS A MISFIRE AND HAS A LOSS OF POWER. THE VEHICLE HAS BEEN TO NUMEROUS DEALERSHIPS AND NOW THE CHECK ENG LIGHT IS ON. CUSTOMER MET WITH AN FSE WHO REPLACED THE CAT BUT WITHIN ONE HR OF DRIVING THE VEH, THE MISFIRE OCCURRED AGAIN. CUSTOMER SEEKS: FULL REIMBURSEMENT OF ALL EXPENSE OF PURCHASE, OR ZERO BALANCE WITH FORD CREDIT AND \$5,000 CASH.

Data Element Name	Data Value
3RD PARTY AGENCY	AGWV
REGION NUMBER	44
DATE OF LETTER (MM-DD-YYYY)	09-20-2012
DATE RECEIVED (MM-DD-YYYY)	09-24-2012
TIME RECEIVED (HH:MM)	14:00

Action: UPDATE CONTACT STATUS Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: OTHER  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/27/2012 Action Time: 14.22.03.723 Action Data: No

Comments OBC'S TO ALLIETTA, I-77, BEDFORD & WILSON DLRSPS REQUESTING RO'S AND ANY LOANER/RENTAL INVOICES PERTAINING TO THE SUBJECT VEH; BEDFORD RO'S RCV'D; WILSON DLRSHIP ONLY SERVICED A MULTI-POINT INSPECTION; AWAITING ONLY ALIETTA & I-77 RO'S AT THIS TIME; CALA SENDING OUT ACKNOWLEDGEMENT LTR TO AGENCY ADVISING THAT FMC WILL PROVIDE A CLOSING REPORT WITHIN 20 DAYS WHICH WOULD ALLOW US TIME TO PROPERLY REVIEW/RESPOND TO THE CONCERN.

Action: FOLLOW UP - OPEN Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: OTHER  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/27/2012 Action Time: 14.30.15.436 Action Data: Yes

Comments AWAITING RO'S FROM ALLIETTA & I-77

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-02-2012
TIME OF FOLLOW UP (HH:MM):	17:00

---

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/02/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.31.21.938

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** CALL DLRSHPS; CALA NEEDING RO'S

---

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/02/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.31.43.542

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** CALL DRLSHP; NEED STATUS ON RO'S

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-03-2012
TIME OF FOLLOW UP (HH:MM):	17:00

---

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/03/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.32.17.318

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** OBC TO DLRSHP: SPOKE WITH SM JOE; CALA REQUESTING RO'S; SM ADVISED I WILL HAVE THEM BY 10/4.

---

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/03/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.32.29.902

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** AWAITING RO'S

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/05/2012

**Action Time:** 11.14.41.595

**Action Data:** No

**Comments** RCV'D RO'S FROM ALIETTA FORD; THANK YOU

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/05/2012

**Action Time:** 11.14.59.327

**Action Data:** Yes

**Comments** REVIEW RO'S

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-09-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/09/2012

**Action Time:** 16.19.47.275

**Action Data:** No

**Comments** REVIEW RO'S

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/09/2012

**Action Time:** 16.20.03.568

**Action Data:** Yes

**Comments** REVIEW RO'S

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-12-2012
TIME OF FOLLOW UP (HH:MM):	17:00

---

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/12/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.31.15.337

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** REVIEW FILE

---

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/12/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.31.26.532

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** REVIEW FILE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-16-2012
TIME OF FOLLOW UP (HH:MM):	17:00

---

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/16/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.16.48.004

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** CONTINUE REVIEWING RO'S

---

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/16/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.16.57.752

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** FINISH RO REVIEW

<u>Data Element Name</u>	<u>Data Value</u>
--------------------------	-------------------

DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

10-17-2012  
17:00

Action: UPDATE CONTACT STATUS

Dealer: 07072 ALLIETTA FORD

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 20000 MI

Comm Type: OTHER

Analyst Name: HOCHARD,  
JULIE

Analyst: JHOCHAR2

Action Date: 10/17/2012

Action Time:  
16.18.34.129

Action Data: No

Comments REVIEW RO'S

Action: FOLLOW UP - OPEN

Dealer: 07072 ALLIETTA FORD

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 20000 MI

Comm Type: OTHER

Analyst Name: HOCHARD,  
JULIE

Analyst: JHOCHAR2

Action Date: 10/17/2012

Action Time:  
16.18.59.819

Action Data: Yes

Comments REVIEW RO'S

Data Element Name

Data Value

DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

10-18-2012  
17:00

Action: UPDATE CONTACT STATUS

Dealer: 07072 ALLIETTA FORD

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 20000 MI

Comm Type: OTHER

Analyst Name: HOCHARD,  
JULIE

Analyst: JHOCHAR2

Action Date: 10/18/2012

Action Time:  
16.33.03.339

Action Data: No

Comments REVIEW RO'S FRO DLRSH

Action: FOLLOW UP - OPEN

Dealer: 07072 ALLIETTA FORD

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 20000 MI

Comm Type: OTHER

Analyst Name: HOCHARD,  
JULIE

Analyst: JHOCHAR2

Action Date: 10/18/2012

Action Time:  
16.33.14.675

Action Data: Yes

Comments REVIEW RO'S

Data Element Name

Data Value

DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

10-19-2012  
17:00

---

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/19/2012

**Action Time:**  
16.18.51.490

**Action Data:** No

**Comments** REVIEW RO'S

---

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/19/2012

**Action Time:**  
16.19.03.332

**Action Data:** Yes

**Comments** REVIEW RO'S

<u>Data Element Name</u>	<u>Data Value</u>
--------------------------	-------------------

DATE OF FOLLOW UP: TIME OF FOLLOW UP (HH:MM):	10-22-2012 17:00
--	---------------------

---

**Action:** CLOSE PRIORITY CONTACT

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/22/2012

**Action Time:**  
14.05.37.472

**Action Data:** No

**Comments** CALA SENDING OUT RESPONSE LTR TO AGENCY ADVISING THAT THE SUBJECT VEH HAS BEEN REPAIRED AS OF 8/23/12 & RETURNED TO MR MCINTOSH; NO FURTHER ACTION PROPOSED;\*\*CASE CLOSED.

---

**Action:** FOLLOW UP - CLOSE

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/22/2012

**Action Time:**  
14.05.38.021

**Action Data:** No

**Comments** CALA SENDING OUT RESPONSE LTR TO AGENCY ADVISING THAT THE SUBJECT VEH HAS BEEN REPAIRED AS OF 8/23/12 & RETURNED TO MR MCINTOSH; NO FURTHER ACTION PROPOSED;\*\*CASE CLOSED.

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-15  
 Symptom Desc: MISSES ACCELERATION HOT ENGINE Primary Phone: [REDACTED]  
 Reason Desc: CI - ATTORNEY GENERAL Secondary Phone: [REDACTED]  
 Issue Type: 05 PRIORITY Issue Status: CLOSED

Action: OPEN PRIORITY CONTACT Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: INBOUND CUSTOMER MAIL  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/26/2012 Action Time: 16.09.03.593 Action Data: Yes

Comments CUSTOMER STATES: THAT THE VEH EXHIBITS A MISFIRE AND HAS A LOSS OF POWER. THE VEHICLE HAS BEEN TO NUMEROUS DEALERSHIPS AND NOW THE CHECK ENG LIGHT IS ON. CUSTOMER MET WITH AN FSE WHO REPLACED THE CAT BUT WITHIN ONE HR OF DRIVING THE VEH, THE MISFIRE OCCURRED AGAIN. CUSTOMER SEEKS: FULL REIMBURSEMENT OF ALL EXPENSE OF PURCHASE, OR ZERO BALANCE WITH FORD CREDIT AND \$5,000 CASH.

Data Element Name	Data Value
3RD PARTY AGENCY	AGWV
REGION NUMBER	44
DATE OF LETTER (MM-DD-YYYY)	09-20-2012
DATE RECEIVED (MM-DD-YYYY)	09-24-2012
TIME RECEIVED (HH:MM)	14:00

Action: UPDATE CONTACT STATUS Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: OTHER  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/27/2012 Action Time: 14.22.03.723 Action Data: No

Comments OBC'S TO ALLIETTA, I-77, BEDFORD & WILSON DLRSPS REQUESTING RO'S AND ANY LOANER/RENTAL INVOICES PERTAINING TO THE SUBJECT VEH; BEDFORD RO'S RCVD; WILSON DLRSHIP ONLY SERVICED A MULTI-POINT INSPECTION; AWAITING ONLY ALIETTA & I-77 RO'S AT THIS TIME; CALA SENDING OUT ACKNOWLEDGEMENT LTR TO AGENCY ADVISING THAT FMC WILL PROVIDE A CLOSING REPORT WITHIN 20 DAYS WHICH WOULD ALLOW US TIME TO PROPERLY REVIEW/RESPOND TO THE CONCERN.

Action: FOLLOW UP - OPEN Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION  
 Dealer: 07072 ALLIETTA FORD  
 Odometer: 20000 MI Comm Type: OTHER  
 Analyst Name: HOCHARD, JULIE Analyst: JHOCHAR2  
 Action Date: 09/27/2012 Action Time: 14.30.15.436 Action Data: Yes

Comments AWAITING RO'S FROM ALLIETTA & I-77



<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-02-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/02/2012

**Action Time:** 16.31.21.938

**Action Data:** No

**Comments** CALL DLRSHPS; CALA NEEDING RO'S

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/02/2012

**Action Time:** 16.31.43.542

**Action Data:** Yes

**Comments** CALL DRLSHP; NEED STATUS ON RO'S

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-03-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/03/2012

**Action Time:** 16.32.17.318

**Action Data:** No

**Comments** OBC TO DLRSHP; SPOKE WITH SM JOE; CALA REQUESTING RO'S; SM ADVISED I WILL HAVE THEM BY 10/4.

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/03/2012

**Action Time:** 16.32.29.902

**Action Data:** Yes

**Comments** AWAITING RO'S

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/05/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 11.14.41.595

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** RCV'D RO'S FROM ALIETTA FORD; THANK YOU

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/05/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 11.14.59.327

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** REVIEW RO'S

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-09-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/09/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.19.47.275

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** No

**Comments** REVIEW RO'S

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI  
**Analyst Name:** HOCHARD, JULIE  
**Action Date:** 10/09/2012

**Comm Type:** OTHER  
**Analyst:** JHOCHAR2  
**Action Time:** 16.20.03.568

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Action Data:** Yes

**Comments** REVIEW RO'S

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	10-12-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI      **Comm Type:** OTHER  
**Analyst Name:** HOCHARD, JULIE      **Analyst:** JHOCHAR2  
**Action Date:** 10/12/2012      **Action Time:** 16.31.15.337      **Action Data:** No  
**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Comments** REVIEW FILE

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI      **Comm Type:** OTHER  
**Analyst Name:** HOCHARD, JULIE      **Analyst:** JHOCHAR2  
**Action Date:** 10/12/2012      **Action Time:** 16.31.26.532      **Action Data:** Yes  
**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Comments** REVIEW FILE

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	10-16-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI      **Comm Type:** OTHER  
**Analyst Name:** HOCHARD, JULIE      **Analyst:** JHOCHAR2  
**Action Date:** 10/16/2012      **Action Time:** 16.16.48.004      **Action Data:** No  
**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Comments** CONTINUE REVIEWING RO'S

**Action:** FOLLOW UP - OPEN  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 20000 MI      **Comm Type:** OTHER  
**Analyst Name:** HOCHARD, JULIE      **Analyst:** JHOCHAR2  
**Action Date:** 10/16/2012      **Action Time:** 16.16.57.752      **Action Data:** Yes  
**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Comments** FINISH RO REVIEW

Data Element Name	Data Value
-------------------	------------

-----  
DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

-----  
10-17-2012  
17:00

---

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/17/2012

**Action Time:**  
16.18.34.129

**Action Data:** No

**Comments** REVIEW RO'S

---

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/17/2012

**Action Time:**  
16.18.59.819

**Action Data:** Yes

**Comments** REVIEW RO'S

**Data Element Name**

**Data Value**

-----  
DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

-----  
10-18-2012  
17:00

---

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/18/2012

**Action Time:**  
16.33.03.339

**Action Data:** No

**Comments** REVIEW RO'S FRO DLRSHP

---

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD,  
JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/18/2012

**Action Time:**  
16.33.14.675

**Action Data:** Yes

**Comments** REVIEW RO'S

**Data Element Name**

**Data Value**

DATE OF FOLLOW UP: 10-19-2012  
TIME OF FOLLOW UP (HH:MM): 17:00

---

**Action:** UPDATE CONTACT STATUS

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/19/2012

**Action Time:** 16.18.51.490

**Action Data:** No

**Comments** REVIEW RO'S

---

**Action:** FOLLOW UP - OPEN

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/19/2012

**Action Time:** 16.19.03.332

**Action Data:** Yes

**Comments** REVIEW RO'S

**Data Element Name**

**Data Value**

-----  
DATE OF FOLLOW UP:  
TIME OF FOLLOW UP (HH:MM):

-----  
10-22-2012  
17:00

---

**Action:** CLOSE PRIORITY CONTACT

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/22/2012

**Action Time:** 14.05.37.472

**Action Data:** No

**Comments** CALA SENDING OUT RESPONSE LTR TO AGENCY ADVISING THAT THE SUBJECT VEH HAS BEEN REPAIRED AS OF 8/23/12 & RETURNED TO MR MCINTOSH; NO FURTHER ACTION PROPOSED;\*\*CASE CLOSED.

---

**Action:** FOLLOW UP - CLOSE

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 20000 MI

**Comm Type:** OTHER

**Analyst Name:** HOCHARD, JULIE

**Analyst:** JHOCHAR2

**Action Date:** 10/22/2012

**Action Time:** 14.05.38.021

**Action Data:** No

**Comments** CALA SENDING OUT RESPONSE LTR TO AGENCY ADVISING THAT THE SUBJECT VEH HAS BEEN REPAIRED AS OF 8/23/12 & RETURNED TO MR MCINTOSH; NO FURTHER ACTION PROPOSED;\*\*CASE CLOSED.

All Action Details for Issue

[Print](#)

---

VIN: 1FTFW1ET5CF [REDACTED]	Year: 2012	Model: F-SERIES	Case: [REDACTED]
Name: [REDACTED]	Owner Status: Original	WSD: 2012-03-15	
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: 20000 MI

Comm Type: SURVEY

Analyst Name: WILLIS, CHRISTOPHER Analyst: CWILL647

Action Date: 10/16/2012

Action Time: 14.18.29.424 Action Data: No

Comments CUSTOMER SAID: WARR SVC SURVEY; \*\*PREDATES ACTIVITY IN PROGRESS VIA C/I\*\*-VERY DISSATISF W/ VEH QUALITY AND SERVICE,NOTING THAT THE VEH HAS AN UNRESOLVED VEH MISFIRE/ SVC ENGINE LIGHT ON ISSUE.DEALER SAID: ALLIETTA FORDCRC ADVISED: ADD ATTACHMENT TO ISSUE ONLY, AS 10-12-2012 HISTORICS SHOW C/I ACTIVITY IS IN PROGRESS.

---

Ford Confidential

All Action Details for Issue

[Print](#)

---

VIN: 1FTFW1ET5CF[REDACTED]      Year: 2012      Model: F-SERIES      Case: [REDACTED]  
Name: [REDACTED]      Owner Status: Original      WSD: 2012-03-15  
Symptom Desc:      Primary Phone: [REDACTED]  
Reason Desc: DEALER GENERATED INFORMATION ISSUE      Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION      Issue Status: CLOSED

---

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)  
Dealer: 07072 ALLIETTA FORD      Origin Desc: DEALER  
Odometer: 20000 MI      Comm Type: PHONE  
Analyst Name: VANSICKLE, JOSEPH      Analyst: J-VANSI1  
Action Date: 09/04/2012      Action Time: 16.06.07.053      Action Data: No

Comments CUSTOMER STATES STILL HAVING SAME PROBLEMS.

---

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)  
Dealer: 07072 ALLIETTA FORD      Origin Desc: DEALER  
Odometer: 20000 MI      Comm Type: PHONE  
Analyst Name: VANSICKLE, JOSEPH      Analyst: J-VANSI1  
Action Date: 09/04/2012      Action Time: 16.06.27.918      Action Data: No

Comments CUSTOMER STATES STILL HAVING SAME PROBLEMS.

---

Action: CLOSING PENDING 02 ISSUES  
Dealer: 07072 ALLIETTA FORD      Origin Desc: SYSTEMS TEAM  
Odometer:      Comm Type: OTHER  
Analyst Name:      Analyst: SYSTEM  
Action Date: 09/04/2012      Action Time: 23.02.01.784      Action Data: No

Comments CLOSED BY SYSTEM

---

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-15  
 Symptom Desc: HES/STUMBLE ACCELERATION HOT ENGINE Primary Phone: [REDACTED]  
 Reason Desc: CLP - CRC SUPPORTS DEALERSHIP'S DECISION Secondary Phone: [REDACTED]  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 07/24/2012

Action: FIELD - OPEN CONCERN ISSUE  
 Dealer: 07318 BEDFORD FORD LINCOLN-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 10000 MI Comm Type: PHONE  
 Analyst Name: DEW (TDEW1),TARA Analyst: TDEW1  
 Action Date: 07/20/2012 Action Time: 16.34.10.360 Action Data: No

Comments CSM TARA X77733; IBC FROM DP MATT (ALLIETTA FORD) - DP STS CUST VEH ACTED UP YET AGAIN - VEH IS @ BEDFORD FORD IN PA - STS CUST IS IN RENTAL AND BEDFORD NEEDS CSM TO CONTACT RE VEH - CEL CAME ON AND HIS VEH IS CURRENTLY DOWN @ DLRSHIP - DP STS YOU MAY NEED TO CONTACT BEDFORD

Action: CREATE FOLLOW UP  
 Dealer: 07318 BEDFORD FORD LINCOLN-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 10000 MI Comm Type: PHONE  
 Analyst Name: DEW (TDEW1),TARA Analyst: TDEW1  
 Action Date: 07/20/2012 Action Time: 16.40.34.662 Action Data: Yes

Comments CSM TARA X77733; OBC TO SM PAUL - SM STS VEH CAME IN AND HAS CODE FOR MISFIRE IN #6 CYLINDER - CONTACTED THL AND THEY ARE ADV TO CHECK FOR PIDS WHEN WE ARE ABLE TO DUPLICATE CONCERN - PROBLEM IS WE HAVEN'T BEEN ABLE TO DUPLICATE IT - GOING TO CONTINUE TO ROAD TEST IT BUT DON'T HAVE ANY INFO @ THIS TIME - CUST WAS GOING TO PASS SOMEONE ON THE ROAD AND THEN THE CHECK ENGINE LIGHT CAME ON AND VEH HESITATED - CSM INQUIRED ABOUT LOANER VEH - SM STS CUST IS IN LOANER PER FMC - CSM ADV FMC HAS NOT YET AUTH LOANER - REC'D CALL FROM DP @ CUST HOME DLR INFORMING TO CONTACT CINDY B/C OF VEH DOWN - ADV WILL COVER COST OF LOANER @ STANDARD RATE - SM TO CONTACT CSM W/ UPDATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-25-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP  
 Dealer: 07318 BEDFORD FORD LINCOLN-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 10000 MI Comm Type: PHONE  
 Analyst Name: DEW (TDEW1),TARA Analyst: TDEW1  
 Action Date: 07/26/2012 Action Time: 17.04.18.934 Action Data: Yes

Comments CSM TARA X77733- SM STACEY @ ALLIETTA STS SHE REC'D RENTAL FOR [REDACTED] CSM REQUESTED SM FAX IT OVER - CSM REC'D FAX AND FAXED THE RENTAL BILL TO SM PAUL WEISS @ BEDFORD FORD - OBC TO SM PAUL - SM STS HE REC'D THE FAX AND WILL GET AN R.O. WRITTEN ON CUST TOMORROW - STS HE WILL CONTACT CSM FIRST THING TO HANDLE - F/U W/ DLR 7/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-27-2012
TIME OF FOLLOW UP (HH:MM):	18:00



**Action:** CONCERN ADDRESSED  
**Dealer:** 07318 BEDFORD FORD LINCOLN-MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 10000 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 07/27/2012 **Action Time:** 14.39.12.565 **Action Data:** Yes

**Comments** CSM TARA X77733; IBC FROM SM PAUL - SM HAS R.O. FROM RENTAL AND FROM REJECTED CLAIM - R.O. 62957 LN A \$137.60 M024S P11 FOR RENTAL REIMB - R.O. 62743 LN A \$131.78 M023J T023J P11 FOR REJECTED CLAIM===PRIOR TO SM CONTACT TODAY, SM INFORMED CSM THAT THE CLAIM FOR THE COIL THAT WAS REPLACED WAS REJECTED SINCE DLR DIDN'T GET PRIOR APPROVAL - SPOKE W/ ACOM JESUS WHO INFORMED THAT IT WAS OK TO PROVIDE COVERAGE AS THE ONE TIME EXCEPTION SINCE CLAIM WAS SO LOW AND TO OFFER T CODE WHEN SM CONTACTED CSM BACK FOR APPROVAL CODE - CASE CLOSED

<u>Data Element Name</u>	<u>Data Value</u>
CUSTOMER'S LTV SCORE	91
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)	Y
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	131.78
-CUSTOMER'S SHARE OF REPAIR COST (\$)	0
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	0
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	0
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	131.78
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-15  
 Symptom Desc: LOSS OF POWER ACCELERATION Primary Phone: [REDACTED]  
 Reason Desc: PROD/COMP DUR/PERF - VEHICLE CHARACTERISTIC Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 05/18/2012

Action: DEALER CAN'T RESOLVE CONCERN IF THEY CAN'T DUPLICATE CONCERN  
 Dealer: 07072 ALLIETTA FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 8164 MI Comm Type: PHONE  
 Analyst Name: EBY KEVIN Analyst: KEYB  
 Action Date: 05/17/2012 Action Time: 12.34.05.811 Action Data: Yes

Comments CUSTOMER SAID: - UPON HARD ACCELERATION LOSE POWER AND VEH SHAKES- THIS HAPPENED MONDAY- TOOK VEH TO MIDWAY DLR MONDAY- DLR TEST DROVE 40 MILES- MISFIRE IN CYLINDER 6- DLR DOESN'T HAVE A CLUE AS TO WHAT WAS WRONG- TOOK VEH TO BUYING DLR ALLIETTA- SPOKE WITH RALPH HEAD MECHANIC AND MATT ALLIETTA- FOUND A SSM ABOUT THIS ISSUE FROM A FRIEND- DLR SAID FORD WILL HAVE A FIX AT THE END OF THE MONTH ABOUT 5/28/2012- CUST HAS VEH NOW- SEEKING ISSUE TO BE FIXED DEALER SAID: MIDWAY FORD INCORPORATED 201 ORCHARD PARK RD. HURRICANE, WV 25526 TEL: (800) 292-6511 ALLIETTA FORD 1625 COMMERCE ST, ROUTE 2 WELLSBURG, WV 26070 TEL: (304) 737-0211 CRC ADVISED: IN ORDER FOR TO ASSIST YOU FURTHER, LET ME ESCALATE THIS TO OUR CUSTOMER CARE TEAM. THEY WILL WORK WITH YOUR DEALERSHIP TO UTILIZE ALL AVAILABLE RESOURCES TO RESOLVE YOUR CONCERN AND DETERMINE IF THIS IS IN FACT A NORMAL OPERATING CHARACTERISTIC. OUR FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS. --- [REDACTED] BEST CONTACT CAN BE CALLED ANYTIME

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CREATE FOLLOW UP  
 Dealer: 07072 ALLIETTA FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 8164 MI Comm Type: PHONE  
 Analyst Name: DEW (TDEW1), TARA Analyst: TDEW1  
 Action Date: 05/18/2012 Action Time: 16.46.34.865 Action Data: Yes

Comments CSM TARA X77733; OBC TO DP MATT - DP STS HE HAS THE CUST VEH AND CUST IS LIVID - DP STS HE IS GOING TO DRIVE THE VEH THIS WEEKEND TO SEE IF IT WILL ACT UP FOR HIM - SA STACEY STS THEY HAVE FOLLOWED THE TSB AND THE SSM PERTAINING TO THE CONCERN BUT CUST IS DETERMINED HE WILL NOT TAKE POSSESSION OF HIS VEH BACK UNTIL IT IS REPAIRED - OBC TO [REDACTED] - LVM ADV CALLING TO TOUCH BASE ON YOUR CONCERN - F/U 5/22

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-22-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP  
 Dealer: 07072 ALLIETTA FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 8164 MI Comm Type: OUTBOUND CUSTOMER EMAIL  
 Analyst Name: DEW (TDEW1), TARA Analyst: TDEW1

Action Date: 05/22/2012

Action Time: 17.05.06.084

Action Data: Yes

**Comments** CSM TARA X77733; OB EMAIL TO MR. MCINTOSH - MR. MCINTOSH, I AM THE REGIONAL CUSTOMER SERVICE MANAGER FOR YOUR AREA AND HAVE RECEIVED THE CASE YOU OPENED REGARDING YOUR 2012 F-150. I UNDERSTAND YOU ARE HAVING HESITATION WHEN THE VEHICLE COMES TO A STOP AFTER DRIVING AT HIGHWAY SPEEDS. MATT ALLIETTA HAS CONTACTED ME AND WE ARE CURRENTLY WORKING TOGETHER TO ATTEMPT TO RESOLVE YOUR CONCERN. I AM AWARE THAT YOU HAVE BEEN ADVISED ABOUT THE FIX THAT IS FORTHCOMING. I AM ATTEMPTING TO REACH YOU TO DISCUSS THIS FURTHER. PLEASE ADVISE ON THE BEST TIME TO CONTACT YOU.

**Data Element Name**

**Data Value**

-----  
DATE OF FOLLOW UP:

-----  
05-24-2012

TIME OF FOLLOW UP (HH:MM):

18:00

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 8164 MI

**Comm Type:** INBOUND CUSTOMER EMAIL

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

**Analyst:** TDEW1

**Action Date:** 05/23/2012

**Action Time:** 13.41.11.748

**Action Data:** No

**Comments** CSM TARA REC'D THE FOLLOWING EMAIL: TARA, I WAS VERY DISAPPOINTED IN THE INABILITY TO CALL YOU BACK TO DISCUSS MY TRUCK, YOU LEFT NO NUMBER OR EXTENSION FOR ME TO RETURN YOUR CALL. APPARENTLY, YOU HAVE NOT BEEN TOLD THE WHOLE STORY OR EVEN CLOSE TO IT,,THE HESITATION YOU ARE BEING TOLD ABOUT IS COMPLETE LOSS OF POWER FOR A SHORT TIME. THE FIRST TIME IT HAPPENED WAS DRIVING ON INTERSTATE 79 IN WV, IT WAS RAINING AND I WAS PASSING TRACTOR TRAILERS, WHILE TRAVELING AT 70 MPH I ACCELERATED TO PASS A LITTLE QUICKER DUE TO THE RAIN AND MIST COMING OFF THE RIGS, IMMEDIATELY UPON ACCELERATION, IT FELT LIKE MY TRUCK WAS RUNNING OVER 6 INCH HIGH RUMBLE STRIPS, SHAKING ME AND THE TRUCK SEVERELY, I EASED OFF THE PEDAL (SPEED DROPPED TO 60 OR SO, AND IT SEEMED TO CLEAR, BUT SINCE I WAS IN THE PASSING LANE ( IN HEAVY TRAFFIC) I HAD TO ACCELERATE BACK TO 70 MPH,,IT CONTINUED THIS MASSIVE SHAKING AND LOSS OF POWER ALL THE WAY UP THE HILL, PS I WAS NOT TOWING A THING! I IMMEDIATELY CALLED MATT AND HE SAID TO BRING IT IN ( I WAS 3 HOURS AWAY), HE SAID TO GO TO A FORD DEALER,,SO I CALLED MIDWAY FORD IN HURRICANE,WV.DROPPED TRUCK OFF AT 11:00 AM AND A SERVICE MAN TEST DROVE IT ABOUT 40 MILES UNTIL HE WAS ABLE TO GET A CODE TO SHOW THE MISFIRE ON CYLINDER SIX, HE SAID HE HAD NO CLUE WHAT COULD BE WRONG, BUT SOMETHING IS DEFINITELY WRONG AND I SHOULD BE CAREFUL OF A SERVICE ENGINE LIGHT COMING ON FOR I COULD SEVERLY DAMAGE MOTOR. SO I PICKED UP A TRAILER TO HAUL TO JANE LEW ,WV FOR WORK, IN WHICH IT HAPPENED AGAIN , THIS TIME AT ABOUT 60 MPH WITH TRAILER, NO RAIN, AND I ACTUALLY HAD TO GET OFF THE INTERSTATE BECAUSE THE FULL LOSS OF POWER HAD TAKEN MY SPEED TO 30 MPH, WHEN I REGAINED POWER, A CO- WORKER WAS FOLLOWING ME SAID A MAJOR PUFF OF BLACK SMOKE CAME OUT EXHAUST AND THE SMELL WAS HORRIBLE. I WAS TALKING TO MATT ON MY PHONE WHEN THIS INCIDENT HAPPENED, DRIVING ON INTERSTATE 79 (HEADING NORTH).

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 8164 MI

**Comm Type:** INBOUND CUSTOMER EMAIL

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

**Analyst:** TDEW1

**Action Date:** 05/23/2012

**Action Time:** 13.41.39.806

**Action Data:** No

**Comments** CSM TARA REC'D THE FOLLOWING EMAIL PART 2: MATT SAID HE WANTED THE TRUCK ASAP, SO I HAD TO LEAVE WORK AND DRIVE TO WELLSBURG SO SERVIC AT ALLIETTA COULD SEE AND FIX, (THEY SAID IT SOUNDED LIKE MOISTURE BUT DIDN'T KNOW. BEFORE I GOT TO ALLIETTA I CALLED A FRIEND WHO IS IN THE

FORD F150 FORUM AND HE LOOKED UP WHAT WAS GOING ON AND GAVE ME CODES AND TSB FROM OASIS. I GAVE THIS INFORMATION TO ALLIETTA FORD, THEY HAD NO CLUE EITHER! WELL NO FIX THAT TRIP JUST WORDS OF ENCOURAGEMENT THAT FORD IS AWARE AND WORKING ON PROBLEM, I AM SUPPOSE TO LIVE WITH THE FACT THAT I AM NOW A CRASH DUMMY FOR FORD, NO RHYME OR REASON FOR LOSS OF POWER, BUT PUT MYSELF IN HARMS WAY ON BUSY INTERSTATE DRIVING AND HOPE THE GOOD LORD IS WATCHING OVER ME. NOW LETS GO TO MY NEXT DAY. I DROVE ALL THE WAY TO THE BOTTOM OF OUR STATE WV TO WORK IN MCDOWELL COUNTY (PS, NO HAULING A TRAILER), AS I WAS COMING OFF A MOUNTAIN NEAR WAR, WV A COAL TRUCK WAS FAST APPROACHING ME, I WAS DRIVING ABOUT 40 MPH, WINDING MOUNTAIN STATE PAVED ROAD, I IMMEDIATELY ACCELERATED TO GET THE HECK OUT OF HIS PATH, SO HE DID NOT CRASH INTO ME, WHAT DO YOU KNOW, THE ENGINE TOOK A LOSS OF POWER AGAIN, AND ALL I SAW WAS THE COAL TRUCK LAYING RUBBER AND COMING UP BESIDE ME IN A NO PASSING ZONE JUST TO AVOID THIS WORTHLESS ENGINE, I ACTUALLY THOUGHT I MAY DIE IN THIS ONE! BUT THAT'S OK WITH FORD, BECAUSE THEY ARE WORKING ON A SOLUTION (ARE YOU KIDDING ME), I CALLED ALLIETTA AFTER I RECEIVED A COMPLIMENTARY CALL TO SEE HOW WONDERFUL MY NEW 2012 40 SOME THOUSAND DOLLAR TRUCK HAS BEEN RUNNING! MATT WAS NOT IN (AT AN AUCTION) CALL HIM IN AM, WENT TO THE HOTEL THAT NIGHT, DIDN'T SLEEP AT ALL. CALLED ALLIETTA AT 9:00AM MATT IN MEETING LEFT MESSAGE HE WILL CALL BACK, I CALLED AT 10:00AM "MATT IS A VERY BUSY PERSON AND HE HAS YOUR MESSAGE TO CALL!!! 12:30PM I MAKE TO ALLIETTA FORD (NOT IN A GOOD MOOD) I OFFER MATT MY KEYS TO MY TRUCK TO TAKE HIS FAMILY ON VACATION WITH,,NO CHARGE,, AND WELL HE DECLINED. I AM NOW TRUCKLESS, IN A RENT A CAR FROM ENTERPRISE (EDGE), BY THE WAY I CANT PERFORM ALL MY DUTIES FOR WORK IN A CAR, BUT HERE I AM. I CALLED ALLIETTA FORD AND SPOKE WITH A MECHANIC WHO TOOK MY TRUCK YESTERDAY AND PUTZED AROUND TOWN AND IT IS RUNNING GREAT. THIS IS NOT A JOKE TO ME, I SPENT A LOT OF MONEY ON THIS TRUCK AND EXPECT IT TO OPERATE IN A SAFE MANNER, I DO NOT TRUST THE V6 TWIN TURBO WHICH I LET ALLIETTA STEER ME INTO BECAUSE OF ALL THE PROS ON IT, I WISH THEY WOULD HAVE TOLD ME IT WAS THE GREATEST THING SINCE SPILLED MILK! I NOW HERE FROM MATT THAT FORD SAYS IT IS MY GAS AND I NEED TO RUN HI-TEST IN MY TRUCK SINCE I LIVE IN WV (WE MUST BE SPECIAL MORONS). PLEASE CALL ME ASAP, I DON'T CARE WHAT TIME, I DO PREFER RIGHT-AWAY, I AM PLANNING ON A VACATION IN EARLY JUNE. I HAUL A TRAVEL TRAILER AND FAMILY. IF I AM STUCK WITH THIS TRUCK, I NEED TO KNOW SO I CAN INCREASE LIFE INSURANCE, GET "WILLS" IN PLACE ON THE REST OF THEM AND SECURE LEGAL COUNCIL. A THANK YOU IS NOT DESERVED AT THIS TIME

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8164 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 05/24/2012 **Action Time:** 09.18.30.156 **Action Data:** Yes

**Comments** CSM TARA X77733; IBC FROM [REDACTED] 5/23 - COMMENTS WERE NOT SAVED IN CUDL - CUST STS HE IS FRUSTRATED W/ WHAT IS OCCURRING W/ HIS VEH - STS HE DRIVES AROUND THE STATE W/ HIS VEH FOR HIS JOB AND SOMETIMES HAULS LOADS - STS THE DLRSHIP KEEPS ADV HIM THAT HE SHOULD WAIT FOR A FIX - HE IS TO GO ON A TRIP IN MID-JUNE AND FEELS HIS VEH IS UNSAFE TO DRIVE HIS FAMILY AROUND IN - CSM ADV APOLOGIZE FOR THE CONCERN YOU ARE EXPERIENCING - TSB SHOULD BE RELEASED IN THE NEXT FEW WEEKS TO RECTIFY HIS CONCERN - CUST STS FMC IS ASKING HIM TO RISK HIS LIFE WHILE WE DETERMINE A FIX FOR A DANGEROUS CONCERN - CSM ADV FMC ACKNOWLEDGES THE CONCERN BUT DOES NOT FEEL IT IS A SIGNIFICANT SAFETY RISK TO CAUSE HARM OR DEATH - CUST STS HE DOES AND THAT IS WHAT MATTERS - STS HE FEELS THAT EVERYONE IS TELLING HIM TO WAIT AND WAIT AND ALL THE WHILE HE IS PAYING FOR A VEH THAT IS UNSAFE TO DRIVE - CSM ADV CAN LOOK INTO POSSIBILITY OF REIMB A MONTHS VEH PAYMENT FOR THE INCONVENIENCE - CUST STS FMC WANTS HIM TO DRIVE UNSAFE VEH W/ HIS FAMILY ACROSS COUNTRY AND HOPE NOTHING HAPPENS - CSM ADV CUST CAN ALWAYS RENT VEH IF HE FEELS THAT VEH IS UNSAFE - IF VEH IS STILL @ DLR AT TIME OF VACATION, CSM WILL LOOK INTO POSSIBLE REIMB - CUST STS THERE ARE NO RENTALS HE CAN GET FROM DLR THAT HE CAN TOW W/ - CSM ADV WILL HAVE TO RENT ON HIS OWN TIME AND WE CAN REVIEW RECEIPTS FOR REIMB - CUST STS HE IS UNSURE OF WHAT HE WANTS TO DO - THAT HE CAN'T BELIEVE THAT FMC DOESN'T ACKNOWLEDGE HIS CONCERNS AND GIVE HIM A NEW TRUCK - CSM ADV UNDERSTAND CONCERNS BUT WILL HAVE TO WAIT FOR TSB RELEASE - ADV HAVE OFFERED COMPENSATION OPTIONS FOR THE INCONVENIENCE BUT CAN DO NO MORE - CUST STS HE WILL THINK ABOUT IT AND TO CONTACT HIM WHEN I HAVE BETTER INFO - CSM ADV WILL CONTINUE TO MONITOR VEH PROGRESS @ DLR AND WILL F/U W/ HIM AFTER HE HAS MADE A DECISION - F/U W/ DLR 5/25

**Data Element Name**

**Data Value**

DATE OF FOLLOW UP: 05-25-2012  
TIME OF FOLLOW UP (HH:MM): 18:00

---

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8164 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 05/25/2012 **Action Time:** 15.53.24.583 **Action Data:** Yes

**Comments** CSM TARA X77733; OBC TO SA STACEY - SA STS VEH HAS NOT EXHIBITED ANY ABNORMAL CONCERNS - CUST HAS INFORMED DLR THAT HE WANTS OUT OF THE VEH - FINANCE DEPT IS LOOKING INTO CUST REQUEST BUT DLR ISN'T SURE THEY WILL BE ABLE TO HONOR THE REQUEST - DP OUT ON VACATION - SA TO CONTACT CSM BACK W/ MORE INFO

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	05-30-2012
TIME OF FOLLOW UP (HH:MM):	18:00

---

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8164 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 05/25/2012 **Action Time:** 16.03.12.306 **Action Data:** Yes

**Comments** CSM TARA X77733; OBC TO SA STACEY - SA STS VEH HAS NOT EXHIBITED ANY ABNORMAL CONCERNS - CUST HAS INFORMED DLR THAT HE WANTS OUT OF THE VEH - FINANCE DEPT IS LOOKING INTO CUST REQUEST BUT DLR ISN'T SURE THEY WILL BE ABLE TO HONOR THE REQUEST - DP OUT ON VACATION - SA TO CONTACT CSM BACK W/ MORE INFO

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	05-30-2012
TIME OF FOLLOW UP (HH:MM):	18:00

---

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8164 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 05/30/2012 **Action Time:** 15.03.10.802 **Action Data:** Yes

**Comments** CSM TARA X77733; OBC TO SA STACEY - SA STS THERE ARE NO NEW UPDATES SINCE CUST CAME TO PICK UP HIS VEH - SA STS CUST INFORMED HER THAT HE WOULD PUT CAMERAS INSIDE AND OUTSIDE OF HIS VEHICLE TO CAPTURE THE CONCERN AS IT IS HAPPENING AND THEN WILL FWD IT TO CSM - CSM ADV HAVE PROVIDED CUST W/ OPTIONS FOR POSSIBLE COMPENSATION FOR INCONVENIENCE - CSM TO F/U W/ CUST 6/1

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-01-2012
TIME OF FOLLOW UP (HH:MM):	18:00

---

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8164 MI **Comm Type:** PHONE  
**Analyst Name:** DEW (TDEW1),TARA **Analyst:** TDEW1  
**Action Date:** 06/01/2012 **Action Time:** 16.13.58.743 **Action Data:** Yes

**Comments** CSM TARA X77733; IBC FROM SA STACEY - SA STS CUST CALLED IN USING ABUSIVE LANGUAGE AND STD THAT HIS VEH IS EXHIBITING THE CONCERN - CUST IS DEMANDING CSM CONTACT HIM RIGHT AWAY - CSM ADV WILL F/U W/ CUST AS NEW INFO BECOMES AVAILABLE - DP TO RETURN 6/11 - F/U W/ CUST 6/6

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-09-2012
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 8164 MI  
**Analyst Name:** DEW (TDEW1),TARA  
**Action Date:** 06/08/2012  
**Comm Type:** PHONE  
**Analyst:** TDEW1  
**Action Time:** 17.18.36.630  
**Action Data:** Yes  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Comments** CSM TARA X77733; OBC TO SM STACEY - CSM ADV TSB 12-6-4 WAS RELEASED TODAY - WILL ALLEVIATE CONCERN - SM TO CONTACT CUST - F/U W/ DLR AND CUST 6/12

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-12-2012
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 8164 MI  
**Analyst Name:** DEW (TDEW1),TARA  
**Action Date:** 06/12/2012  
**Comm Type:** PHONE  
**Analyst:** TDEW1  
**Action Time:** 17.16.40.287  
**Action Data:** Yes  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Comments** CSM TARA X77733; OB EMAIL TO [REDACTED] - [REDACTED] APOLOGIZE IN THE DELAY IN GETTING BACK WITH YOU. I AM SURE BY THIS TIME STACEY HAS MADE YOU AWARE THAT FORD HAS RELEASED THE FIX FOR YOUR CONCERN. THIS IS THE REPAIR THAT WE HAD BEEN WAITING ON. I UNDERSTAND YOU WERE DUE TO GO ON VACATION SOMETIME THIS WEEK. I WILL FOLLOW UP WITH STACEY ON THURSDAY TO CHECK ON THE STATUS OF REPAIRS. WHAT DAY IS BEST TO CALL YOU?

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-14-2012
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 8164 MI  
**Analyst Name:** DEW (TDEW1),TARA  
**Action Date:** 06/14/2012  
**Comm Type:** OTHER  
**Analyst:** TDEW1  
**Action Time:** 14.51.18.254  
**Action Data:** No  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Comments** IB EMAIL FROM [REDACTED] TARA, I WANT TO RESPOND TO YOUR SUPERVISOR, I NO LONGER WISH TO WAIT FOR YOUR CONVENIENCE TO CALL YOUR SUPERVISOR MAY CALL ME DURING THE DAY BETWEEN 8:00AM AND 5:00PM AT [REDACTED] FORD CUSTOMER

**Action:** CREATE FOLLOW UP  
**Dealer:** 07072 ALLIETTA FORD  
**Odometer:** 8164 MI  
**Comm Type:** OUTBOUND CUSTOMER EMAIL  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

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

**Analyst:** TDEW1

**Action Date:** 06/14/2012

**Action Time:** 14.52.21.158

**Action Data:** Yes

**Comments** [REDACTED] I UNDERSTAND THE FRUSTRATION THAT YOU HAVE BEEN EXPERIENCING REGARDING YOUR CASE. THE LAST TIME YOU AND I SPOKE, I PRESENTED YOU WITH TWO OPTIONS FOR CUSTOMER SATISFACTION UNTIL THE REPAIR WAS RELEASED. AT THAT TIME YOU ADVISED ME THAT YOU WOULD THINK ABOUT IT AND LET ME KNOW.AS THE REGIONAL CUSTOMER SERVICE MANAGER, IT IS MY JOB TO ASSIST THE DEALERSHIP IN REPAIRING YOUR VEHICLE. UP TO THIS POINT, FORD MOTOR COMPANY HAS BEEN COMMUNICATING TO YOU REGARDING THE RELEASE OF THE TECHNICAL SERVICE BULLETIN THAT WOULD ALLEVIATE YOUR CONCERN. I HAVE BEEN DILIGENTLY WORKING YOUR CASE TO FIND A SATISFACTORY RESOLUTION. I APOLOGIZE THAT YOU FEEL THE NEED TO SPEAK WITH SOMEONE OTHER THAN MYSELF REGARDING YOUR CASE. AGAIN, AS THE REGIONAL CUSTOMER SERVICE MANAGER, IT IS MY JOB TO ADDRESS ANY AND ALL CONCERNS YOU MAY HAVE. I WILL CONTINUE TO MONITOR THE STATUS OF VEHICLE REPAIRS UNTIL THE CONCERN IS ALLEVIATED. IF YOU WISH TO NO LONGER COMMUNICATE WITH ME, I WILL STRICTLY COMMUNICATE ONLY WITH ALLIETTA FORD UNTIL ALL CONCERNS ARE ADDRESSED.

**Data Element Name**

**Data Value**

-----  
DATE OF FOLLOW UP:

-----  
06-15-2012

TIME OF FOLLOW UP (HH:MM):

18:00

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 8164 MI

**Comm Type:** OTHER

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

**Analyst:** TDEW1

**Action Date:** 06/14/2012

**Action Time:** 16.06.49.924 **Action Data:** No

**Comments** CSM TARA X77733; IBVM FROM SM STACEY - SM STS CUST IS @ WILSON FORD AND THEY ARE STATING THAT THEY ARE UNABLE TO PULL THE TSB THAT RESOLVES HIS CONCERN - PLS CALL - OBC TO SM CHRIS @ WILSON FORD - SM STS TECH ASKED ABOUT TSB UPDATE FOR GREEN F-150 AND I ADV THAT GAS PERFORMANCE TECH IS OUT TODAY AND WE WOULDN'T BE ABLE TO ADDRESS IT TODAY - I AM FAMILIAR W/ THE TSB - CSM ADV CUST CALLED HIS HOME DLR STATING SUCH - SM STS HE WILL FIND CUST AND EXPLAIN TO HIM THEN WILL FIND OUT IF HE WANTS TO SCHED APPT FOR FURTHER REPAIR - OBC TO SM STACEY - CSM ADV CALLED WILSON FORD AND SM IS GOING TO SPEAK W/ CUST - EXPLAINED THAT GAS PERFORMANCE TECH IS OUT AND DLR NOT ABLE TO PERFORM TSB TODAY BUT CAN SCHEDULE HIM IN - SM THANKED CSM - SM REQUESTING CASE BE CLOSED

---

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07072 ALLIETTA FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 8164 MI

**Comm Type:** INBOUND CUSTOMER EMAIL

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

**Analyst:** TDEW1

**Action Date:** 06/15/2012

**Action Time:** 15.27.27.000

**Action Data:** No

**Comments** THE LAST TIME WE SPOKE I TOLD YOU I WOULD THINK ABOUT THE OFFERS YOU MADE, THEN YOU TOLD ME YOU WOULD CHECK BACK IN 3 DAYS, WELL, ITS BEEN WAY LONGER THAN 3 DAYS, YOU ALSO TOLD ALLIETTA THAT YOU OR YOUR SUPERVISOR WAS GOING TO CALL ME, BEFORE MY TRIP,,AND YOU DID NOT. SO WHAT TYPE OF REGIONAL CUSTOMER SERVICE AM I GETTING, APPARENTLY JUST "IGNORE THE CUSTOMER" AND HOPE HE WILL GO AWAY. NO ONE, OTHER THAN ALLIETTA FORD DEALERSHIP HAS COMMUNICATED WITH ME, SO I WOULDN'T TRY TO SQUEEZE FORD MOTOR COMPANY AS THE SOURCE OF COMMUNICATION! ITS WRONG! I'LL RESPOND FOR NOW WITH YOU SINCE IT IS AGAINST YOUR BETTER JUDGMENT TO LET ME (THE CUSTOMER) SPEAK WITH YOUR SUPERVISOR.JACK MCINTOSHA FORD CUSTOMER

---

**Action:** CONCERN ADDRESSED

Dealer: 07072 ALLIETTA FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 8164 MI

Comm Type: PHONE

Analyst Name: CYR,APRIL

Analyst: ACYR

Action Date: 06/15/2012

Action Time: 16.58.38.120

Action Data: Yes

Comments CSM APRIL 77702 FOR CSM TARA - OBC TO DLR - TT SA JOEY WHO COULD NOT VERIFY IF PART WAS ORDERED, IF ANYTHING WAS ON BACKORDER, IF CUSTOMER HAD BEEN CONTACTED RECENTLY, IF CUST HAD REPAIR ELSEWHERE, IF CUST WOULD CHOOSE ESP OR VEHPAY THAT CSM TARA OFFERED - CSM APRIL ADVISED THE FOLLOWING: DLR TO CALL CSM APRIL MON AM AND PROVIDE PART ARRIVAL ETA (OR FCSD/COR IF ANY PART IS ON BO), ANY INFO FROM SM PERTAINING TO CUST DECISION FOR GOODWILL OFFER (IE ESP OR VEH PAY ETC) - ADVISED CASE IS CLOSING AT THIS TIME AND WILL RE-OPEN WHEN VEHICLE CONCERN IS BEING ADDRESSED AT A FORD DEALERSHIP.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	91
PARTS ESCALATION USED? (Y/N)	Y
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Dealer: 07072 ALLIETTA FORD

Odometer: 8164 MI

Comm Type: PHONE

Analyst Name: KEIZUR,MARTHA

Analyst: MKEIZUR

Action Date: 06/15/2012

Action Time: 16.59.53.150

Action Data: Yes

Comments NEED TO RESOLVE QUESTIONS ON RECEIPTS WITH CUSTOMER.

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-18-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Ford Confidential



Server: AWS QA  
 Claims loaded through: 14-MAR-2013

## STANDARD CLAIMS LIST

### AWS Online Report

Run Date: 15-MAR-13

Note: All Costs are in US Dollars Server Name: AWS 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
1FTFW1ET5CF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	20-FEB-2012	15-MAR-2012	144445	USA	2	6Y05 *	MAINT	*	F09	SXX	V99	A99	82	
<b>AWS Claim Key:</b>		<u>897595</u>	<b>Doc #:</b> 05041001	<b>Trx Code:</b>		0968S	<b>Labor Hrs:</b> 1.1	<b>Labor Cost:</b> 27.73		<b>Material Cost:</b> 23.06		<b>Total Cost:</b> 50.79											
<b>Dir Cd-Sub Cd:</b>		07072-*	<b>Name:</b> ALLIETTA FORD		<b>Ph:</b> 304-7370211		St: WV	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA		<b>Repr Date:</b> 20-APR-2012		<b>DIST(Mile):</b> 4615										
<b>Cust Comments:</b>		THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS																					
<b>Tech Comments:</b>		CHANGED OIL AND FILTER, CHECKED BELTS, HOSES, AND ALL FLUIDS ROTATED TIRES CHECKED AND ADJUSTED TIRE PRESSURES TO SPECS 5000 MILE PREM 5K SERVICE																					
1FTFW1ET5CF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	20-FEB-2012	15-MAR-2012	144445	USA	3	6Y05 *	ESPRCR	*	F09	SXX	V99	A99	82	
<b>AWS Claim Key:</b>		<u>1412449</u>	<b>Doc #:</b> 05110801	<b>Trx Code:</b>		RCR	<b>Labor Hrs:</b> 0	<b>Labor Cost:</b> 0		<b>Material Cost:</b> 30		<b>Total Cost:</b> 30											
<b>Dir Cd-Sub Cd:</b>		07072-*	<b>Name:</b> ALLIETTA FORD		<b>Ph:</b> 304-7370211		St: WV	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA		<b>Repr Date:</b> 08-JUN-2012		<b>DIST(Mile):</b> 7598										
<b>Cust Comments:</b>		ESP RENTAL COUPON																					
<b>Tech Comments:</b>		ESP RENTAL COUPON #241410012																					
1FTFW1ET5CF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	20-FEB-2012	15-MAR-2012	144445	USA	3	6Y05 *	ESPRCR	*	F09	SXX	V99	A99	82	
<b>AWS Claim Key:</b>		<u>1412454</u>	<b>Doc #:</b> 05110807	<b>Trx Code:</b>		RCR	<b>Labor Hrs:</b> 0	<b>Labor Cost:</b> 0		<b>Material Cost:</b> 30		<b>Total Cost:</b> 30											
<b>Dir Cd-Sub Cd:</b>		07072-*	<b>Name:</b> ALLIETTA FORD		<b>Ph:</b> 304-7370211		St: WV	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA		<b>Repr Date:</b> 08-JUN-2012		<b>DIST(Mile):</b> 7598										
<b>Cust Comments:</b>		ESP RENTAL COUPON																					
<b>Tech Comments:</b>		RENTAL COUPON 241440005																					
1FTFW1ET5CF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	20-FEB-2012	15-MAR-2012	144445	USA	3	6Y05 *	ESPRCR	*	F09	SXX	V99	A99	82	

AWS Claim Key: 1412456 Doc #: 05110809 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:08-JUN-2012 DIST(Mile):7598  
Cust Comments: ESP RENTAL COUPON  
Tech Comments: RENTAL COUPON 241440007

IFTFWIETSCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
AWS Claim Key: 1412453 Doc #: 05110806 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:08-JUN-2012 DIST(Mile):7598  
Cust Comments: ESP RENTAL COUPON  
Tech Comments: RENTAL COUPON 241440004

IFTFWIETSCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
AWS Claim Key: 1412452 Doc #: 05110804 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:08-JUN-2012 DIST(Mile):7598  
Cust Comments: ESP RENTAL COUPON  
Tech Comments: COUPON 241440003

IFTFWIETSCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
AWS Claim Key: 1412451 Doc #: 05110803 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:08-JUN-2012 DIST(Mile):7598  
Cust Comments: ESP RENTAL COUPON  
Tech Comments: ESP RENTAL COUPON # 241440002

IFTFWIETSCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
AWS Claim Key: 1412450 Doc #: 05110802 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:08-JUN-2012 DIST(Mile):7598  
Cust Comments: WHILE DRIVING THE TRUCK JUST BOGS DOWN WORKING ON UPDATE  
Tech Comments: RENTAL COUPON 241440008

IFTFWIETSCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
AWS Claim Key: 1412455 Doc #: 05110808 Trx Code: RCR Labor Hrs: 0 Labor Cost: 0 Material Cost: 30 Total Cost: 30

**Dir Cd-Sub Cd:** 07072-\* **Name:** ALLIETTA FORD **Ph:** 304-7370211 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-JUN-2012 **DIST(Mile):**7598  
**Cust Comments:** ESP RENTAL COUPON  
**Tech Comments:** RENTAL COUPON 241440006

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 3 6Y05 \* ESPRCR \* F09 SXX V99 A99 82  
**AWS Claim Key:** 1440965 **Doc #:** 05110805 **Trx Code:** RCR **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 30 **Total Cost:** 30  
**Dir Cd-Sub Cd:** 07072-\* **Name:** ALLIETTA FORD **Ph:** 304-7370211 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-JUN-2012 **DIST(Mile):**7598  
**Cust Comments:** ESP RENTAL COUPON  
**Tech Comments:** 241440004 ESP RENTAL COUPON

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 4 6Y05 \* MAINT \* F09 SXX V99 A99 82  
**AWS Claim Key:** 1386311 **Doc #:** 01767101 **Trx Code:** 0968S **Labor Hrs:** .9 **Labor Cost:** 22.58 **Material Cost:** 27.13 **Total Cost:** 49.71  
**Dir Cd-Sub Cd:** 07482-\* **Name:** WILSON FORD, INC **Ph:** 304-3630500 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**14-JUN-2012 **DIST(Mile):**10356  
**Cust Comments:** PERFORM 10K MAINT CHANGE OIL/FILTER,ROTATE TIRES  
**Tech Comments:** CHANGED OIL/FILTER,ROTATED TIRES AND MULTI POINT INSPECTION OK AT THIS TIME,RETURNED TO OWNER

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 5 1F01 \* 6K775 \* F04 S11 V52 D36 42  
**AWS Claim Key:** 1650650 **Doc #:** 05156603 **Trx Code:** S07 **Labor Hrs:** .5 **Labor Cost:** 37.19 **Material Cost:** 10.04 **Total Cost:** 47.23  
**Dir Cd-Sub Cd:** 07072-\* **Name:** ALLIETTA FORD **Ph:** 304-7370211 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**13-JUL-2012 **DIST(Mile):**15056  
**Cust Comments:** HESITATION JERKING WHEN GOING UPHILL TRUCK BO GS DOWN SPOKE TO TARA AT FORD CUSTOMER HAS OP EN CUDL PERFORM TSB 120604 PER FORD  
**Tech Comments:** PERFORMED TSB 12 06 04 INSTALLED CAC DEFLECTR PLATE AND REPROGRAMMED PCM

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 5 6Y05 \* MAINT \* F09 SXX V99 A99 82  
**AWS Claim Key:** 1650649 **Doc #:** 05156601 **Trx Code:** 0968S **Labor Hrs:** 1.1 **Labor Cost:** 28.64 **Material Cost:** 23.06 **Total Cost:** 51.7  
**Dir Cd-Sub Cd:** 07072-\* **Name:** ALLIETTA FORD **Ph:** 304-7370211 **St:** WV **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**13-JUL-2012 **DIST(Mile):**15056  
**Cust Comments:** THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS  
**Tech Comments:** 15000 MILE PREM 5K SERVICE

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 5 2B02 BL3Z 12029 C F04 S11 V29 E29 42  
**AWS Claim Key:** 1732820 **Doc #:** 062743A **Trx Code:** P11 **Labor Hrs:** .9 **Labor Cost:** 72.9 **Material Cost:** 58.88 **Total Cost:** 131.78  
**Dir Cd-Sub Cd:** 07318-\* **Name:** BEDFORD FORD LINCOLN, INC. **Ph:** 814-6238154 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**20-JUL-2012 **DIST(Mile):**16022

Cd:

Cust Comments: CUSTOMER STATES CHECK ENGINE LIGHT ON

Tech Comments: CHECK ENGINE LIGHT ON TEST EEC SYSTEM CODE P0306 PERFORM POWER BALANCE DCL DISPLAY IGNITION TEST ROAD TEST WITH SERVICE MANAGER REMOVE CYLINDER 6 COIL FOUND SEAL AT TOP DISTORTED AND OU OF POSITION REPLACE COIL AND RETEST OK

IFTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 5 6Y20 \* VEHPAY \* F09 SXX V99 A99 82

AWS Claim Key: 1710887 Doc #: 05169501 Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 708.32

Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:24-JUL-2012 DIST(Mile):16088

Cust Comments: REIMBURSEMENT REIMBURSE CUSTOMER FOR 708.32 AUTHOR M083J P11

Tech Comments: REIMBURSE CUSTOMER FOR VEHICLE PAYMENT PER FORD

IFTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 5 2B02 \* 12029 \* F09 SXX V99 A99 82

AWS Claim Key: 1907116 Doc #: 062957A Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 137.6

Dir Cd-Sub Cd: 07318-\* Name: BEDFORD FORD LINCOLN, INC. Ph: 814-6238154 St: PA Ctry Cd: USA Reg Cd: NA Repr Date:27-JUL-2012 DIST(Mile):16023

Cust Comments: RENTAL REFUND AS PER FORD CAC TERA . REFUND TO CUSTOMER \$13 7.60

Tech Comments: REFUND TO CUSTOMER FOR RENTAL CAR INVOICE 3058 137.60

IFTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 6 6Y05 \* MAINT \* F09 SXX V99 A99 82

AWS Claim Key: 1943501 Doc #: 05209701 Trx Code: 0968S Labor Hrs: 1.1 Labor Cost: 28.64 Material Cost: 32.58 Total Cost: 61.22

Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:20-AUG-2012 DIST(Mile):19393

Cust Comments: THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS

Tech Comments: 20000 MILE PREM 5K SERVICE

IFTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 6 2G04 \* DIAG \* F04 S11 V52 D03 82

AWS Claim Key: 2055434 Doc #: 05215502 Trx Code: E84 Labor Hrs: .2 Labor Cost: 14.88 Material Cost: 0 Total Cost: 14.88

Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:23-AUG-2012 DIST(Mile):19455

Cust Comments: CUSTOMER STATES THAT HE HAD TO GET BATTERY JU MPED TO START TRUCK CHECK THE CHARGING SYSTEM

Tech Comments: CHECKED CHARGING SYSTEM OKAY LOAD TESTED BATT ERY OKAY ALL WORKING WITHIN SPECIFICATIONS

IFTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 6 4C03 BL3Z 5E212 E F04 S11 V29 E29 12

AWS Claim Key: 2077545 Doc #: 05215508 Trx Code: S07 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 0

Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:23-AUG-2012 DIST(Mile):19455

Cd:

Cust Comments: CHECK ENGINE LIGHT COMES ON AND IT BOGS DOWN WHILE DRIVING UNDER LOAD  
Tech Comments: IDS TEST CODE P0430 REPLACED LEFT SIDE CAT CONVERTER PER TSB 120604

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 8 5C02 \* 4602 \* F05 S05 V39 N51 41  
AWS Claim Key: 2456609 Doc #: 05289301 Trx Code: E84 Labor Hrs: .5 Labor Cost: 37.19 Material Cost: 11.9 Total Cost: 49.09  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:15-OCT-2012 DIST(Mile):25243  
Cust Comments: CUSTOMER STATES THERES A CLANKING NOISE  
Tech Comments: PERFORMED TSB R & R REAR DRIVESHAFT AND LUBED SLIP YOKE

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 8 6Y05 \* MAINT \* F09 SXX V99 A99 82  
AWS Claim Key: 2456610 Doc #: 05289302 Trx Code: 0968S Labor Hrs: .9 Labor Cost: 23.43 Material Cost: 32.58 Total Cost: 56.01  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:15-OCT-2012 DIST(Mile):25243  
Cust Comments: THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS  
Tech Comments: 25000 MILE PREM 5K SERVICE

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 10 6Y05 \* MAINT \* F09 SXX V99 A99 82  
AWS Claim Key: 3231685 Doc #: 05372101 Trx Code: 0968S Labor Hrs: .9 Labor Cost: 23.43 Material Cost: 32.58 Total Cost: 56.01  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:10-DEC-2012 DIST(Mile):31062  
Cust Comments: THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS  
Tech Comments: premium 5k service

1FTFW1ET5CF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 20-FEB-2012 15-MAR-2012 144445 USA 11 6Y05 \* MAINT \* F09 SXX V99 A99 82  
AWS Claim Key: 3480565 Doc #: 05434701 Trx Code: 0968S Labor Hrs: .9 Labor Cost: 23.43 Material Cost: 31.48 Total Cost: 54.91  
Dir Cd-Sub Cd: 07072-\* Name: ALLIETTA FORD Ph: 304-7370211 St: WV Ctry Cd: USA Reg Cd: NA Repr Date:24-JAN-2013 DIST(Mile):35489  
Cust Comments: THE WORKS MOTORCRAFT PREMIUM SYNTHETIC BLEND D FILTER CHANGE ROTATE TIRES INSPECT BRA KES BATTERY BELTS HOSES TOP OFF FLUIDS  
Tech Comments: 30000 MILE PREM 5K

Any comments? You can contact

### 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# :** CGTDQ002 NHL

**Received:** 07/20/2012

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:** 2012,F150 4X4 ,F150 ,SUP  
CRW,STYSD ,1FTFW1ET5CF

**Build Date:** 02/20/2012

**Odometer :** 22,357 M

**Engine:**

3.5L-  
GTDI

**Calibration:** CF613K0N

**Transmission:** 6R80E

**Axle:**

3.73  
LOCK

**A/C:** YES

**Dealer:** USA 07072 Allietta Ford

**Phone#:** (304) 737-  
0211

**City:** Wellsburg

**State:**

West  
Virgini

**Country :** USA

**Originator:** RICHARD BOILINGER

**Symptom:** 5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT

**Status:**

**VFG:** V52 DRIVEABILITY

**Additional Symptom:** RUNS ROUGH ON ACCELERATION

**Fix:** **Causal Component :**

**Condition Code:**

**Hotliner:** DCHATFIE

**Phone:**

**Regn Cd:** G4 Pittsburgh

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:** RICHARD BOILINGER

**Phone:** 000 000-0000

**Title Cde:** T

**KOEO:**

**KOEC:** P0306 P0430

**KOER:**

**Comments:**

**REPAIR** 07/20/2012 12:29PM DCHATFIE  
WEB FORM DATA - CONCERN:CUSTOMER WAS DRIVING IN THE RAIN FOR A COUPLE OF HOURS AND WENT TO PASS A TRUCK AND HIS TRUCK STARTED TO MISS UNDER ACCEL DIAGNOSTICS: IDS TEST PARTS REPLACED:NONE TECH QUESTION:ANY KNOWN? WE DROVE TRUCK AND COULD NOT DUPLICATE. TSB 12-6-4 WAS ALREADY PERFORMED.IT WAS RAINING WHEN WE DROVE IT.IT WAS AT ANOTHER DEALER FOR THE SAME THING

**RECOMM 07/20/2012 12:29PM DCHATFIE**

RICHARD, THE CONCERN WILL NEED TO BE DUPLICATED TO DETERMINE THE ROOT CAUSE. WHILE ATTEMPTING TO DUPLICATE, IT IS RECOMMENDED 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, TQ\_CNTRL, TR, VPWR, VREF, VSS TO SEE IF A FAULT CAN BE VERIFIED. PLEASE FEEL FREE TO UPDATE THIS REPORT WITH THE UPDATED PID INFORMATION IF THE CONCERN CAN BE DUPLICATED.

**REPAIR 09/12/2012 09:17AM DCHATFIE**

WEB FORM DATA - CONCERN:CHECK ENGINE LIGHT ON. RUNS ROUGH AND LACK OF POWER DIAGNOSTICS: IDS DIAG. DTC P0430 FOR CAT EFFICIENCY BELOW THRESHOLD. TSB 12-06-04 ALREADY PERFORMED PARTS REPLACED:NONE TECH QUESTION:WE HAVE BEEN THRU THE RINGER ON THIS ONE. CUSTOMER HAS A HISTORY OF CONTINUOUS MISFIRE CONCERNS ON VEHICLE. TSB 12-06-04 HAS ALREADY BEEN PERFORMED AND LATEST CALIBRATION HAS BEEN DEPLOYED INTO VEHICLE. THE CODE IS FOR THE SAME CAT THAT WAS

REPLACED UNDER THE TSB. CUSTOMER HAD THE VEHICLE AT ANOTHER FORD DEALERSHIP OVER THE LABOR DAY WEEKEND AND CLAIMS IT HAD MISFIRE CODES AGAIN....WE CALLED THAT DEALERSHIP AND WE ARE CURRENTLY WAITING FOR THEM TO LET US KNOW WHAT MISFIRE CODES WERE GENERATED WHEN THEY CHECKED IT. MY QUESTION IS....WHAT'S THE FIX FOR THIS CONCERN? WE HAVE DONE EVERYTHING THAT HOTLINE, PERTINANT TSBS AND THE FSE HAS SUGGESTED BUT CANT RESOLVE THE CONCERN. CAN YOU PROVIDE AN ALTERNATE DIRECTION FOR US TO FOLLOW TO HELP THE CUSTOMER AND REPAIR THE VEHICLE ??

**RECOMM 09/12/2012 09:17AM DCHATFIE**

JERRY, IT IS POSSIBLE THAT A CHARGE AIR COOLER CONDENSATION MISFIRE MAY BE OCCURRING EVEN AFTER CAC DEFLECTOR INSTALL AND PCM REPROGRAMMING AS PER TSB 12-6-4. NOT ALL F-150 GTDI MISFIRES ARE RELATED TO MOISTURE BUILD-UP IN THE CHARGE AIR COOLER. IT WILL FIRST BE NECESSARY TO DETERMINE IF THE MISFIRE IS RELATED TO ACTUAL CONDENSATION OR RELATED TO ANOTHER COMPONENT/SYSTEM. IF THE CONCERN CAN BE DUPLICATED DURING A ROAD TEST ON A REGULAR BASIS, THEN IT IS MOST LIKELY NOT A CONDENSATION CONCERN. IT IS RECOMMENDED 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 AND SEE IF A COMPONENT CONCERN CAN BE IDENTIFIED. IF THE MISFIRE/S CAN BE ISOLATED TO A SPECIFIC CYLINDER/S SWAP THE IGNITION COMPONENTS (SPARK PLUG AND IGNITION COIL) WITH A KNOWN GOOD CYLINDER. IF THE MISFIRE FOLLOWS THE COMPONENT SWAP, REPLACE THE FAULTY COMPONENT AND RETEST. IF THE MISFIRE DOES NOT FOLLOW THE COMPONENT SWAP, PERFORM A RELATIVE COMPRESSION TEST. IF ANY RELATIVE COMPRESSION ISSUES ARE NOTED, PLEASE PERFORM A MANUAL COMPRESSION TEST TO FURTHER ISOLATE THE CAUSE OF THIS CONCERN. IF NO COMPRESSION ISSUES ARE NOTED, INSPECT THE FUEL QUALITY OF THIS VEHICLE. IF ANY FUEL QUALITY ISSUES ARE NOTED, PLEASE DRAIN THE FUEL TANK, FILL THE VEHICLE WITH



KNOWN GOOD FRESH FUEL AND RETEST FOR THE MISFIRE. IF NO FUEL QUALITY ISSUES ARE PRESENT, PERFORM A HIGH PRESSURE FUEL SYSTEM TEST WITH THE IDS. IF THE TEST INDICATES A CONCERN WITH AN INJECTOR, REPLACE THE DAMAGED FUEL INJECTOR ON THE MISFIRING CYLINDER, AND RETEST FOR THIS CONCERN. IF THE CONCERN CAN ONLY BE DUPLICATED UNDER EXTENDED DRIVING, EXTREMELY HUMID OR RAINING CONDITIONS AFTER A HARD ACCELERATION EVENT, THEN IT IS MOST LIKELY DUE TO CAC CONDENSATION. RECOMMEND TO INSPECT THE THROTTLE PLATE AND CAC INTAKE TUBE FOR SIGNS OF WATER OR WATER STAINS. IF THIS IS FOUND THE CONCERN IS LIKELY DUE TO CAC CONDENSATION. ENGINEERING IS IN THE PROCESS OF VALIDATING A FIX FOR THIS CONCERN AND REPAIR DIRECTION IS ANTICIPATED SOON. PLEASE REPLACE THE BANK 2 CATALYST AND CONTINUE TO MONITOR OASIS FOR UPDATES.

**AUDIT 09/12/2012 09:17AM DCHATFIE**

ODOMETER 16022 M CHANGED TO 22357 M BY DCHATFIE

[Download Options](#)

**AUDIT 09/12/2012 09:17AM DCHATFIE**

DEALER 07318, , , USA CHANGED TO 07072, , , USA BY DCHATFIE

Folder Number: \_\_\_\_\_

[File Report To This Folder](#)

[File Report To A Folder](#)

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

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

**Requester:** MVALLA

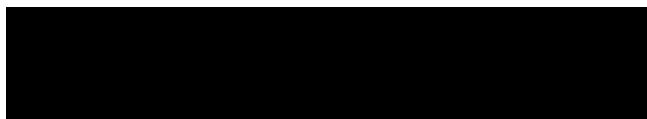
Report Summary

**Server:** ECCWS686

**Ford Proprietary, Private**

15-Mar-2013

**Retention:** None





# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW  
[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS  
30 E. Butler Pike  
Ambler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

JACQUELINE C. HERRITT  
ROBERT A. RABKIN  
ANGELA K. TROCCOLI  
FRED DAVIS  
AMY L. BRNECOFF  
CHRISTINA GILL ROSEMAN  
RICHARD A. SCHOLER  
TARA L. PATTERSON  
W. CHRISTOPHER COMPONONO  
TIMOTHY J. ADDEL, JR.  
JOSEPH L. GRANTILCORE  
ALFRED J. TUMOLO III  
CHRISTOPHER J. KULLERHER

OGC LIT 2012DEC21 AM10:25

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL

Member, PA Bar  
Member, NJ Bar  
Member, DE Bar  
Member, NY Bar  
Member, MA Bar  
Member, MD Bar  
Member, OH Bar  
Member, MI Bar  
Member, NH Bar  
Member, CT Bar  
Member, TN Bar  
Member, WY Bar  
Member, DC Bar  
Member, CA Bar  
Member, WI Bar  
Member, TX Bar  
Certified by the New Jersey  
Supreme Court as a Civil Trial  
Attorney

WESTERN PA OFFICE, 110 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005  
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476  
CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919  
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515  
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

December 19, 2012

Ford Customer Relations Center  
Via facsimile transmission only to (313) 845-5555

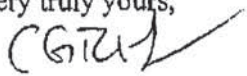
Re: [REDACTED] v. Ford  
Vehicle: 2012 Ford F150  
Date of Purchase: 02/01/2012  
Place of Purchase: Matthew Kennedy, Marion  
VIN: NONE

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the Ohio Lemon Law, Uniform Commercial Code, Consumer Sales Practices Act, and the Magnuson-Moss Warranty Act. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

**DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.**

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,  
  
Christina Gill Roseman

CGR/tl

All Action Details for Issue

[Print](#)

VIN: 1FTFX1ET2CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2012-02-09  
 Symptom Desc: Primary Phone: [REDACTED]  
 Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone:  
 Issue Type: 03 CONCERN Issue Status: CLOSED  
 Initial Customer Contact: 12/21/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
 Dealer: 02892 MATHEWS FORD MARION, INC. Origin Desc: DEALER  
 Odometer: 14706 MI Comm Type: VISIT  
 Analyst Name: JAMES B WOODSON Analyst: J-WOODSO  
 Action Date: 12/21/2012 Action Time: 14.03.29.221 Action Data: No

Comments 1FTFW1EF9BF [REDACTED]

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT  
 Dealer: 02892 MATHEWS FORD MARION, INC. Origin Desc: DEALER  
 Odometer: 14706 MI Comm Type: VISIT  
 Analyst Name: JAMES B WOODSON Analyst: J-WOODSO  
 Action Date: 12/21/2012 Action Time: 14.07.35.710 Action Data: No

Comments THIS CUSOMER HAS A 2012 F150 WITH MULTIPLE PROBLEMS IN THE LAST FEW MONTHS-- BATTERY 4 MONTHS AGO--ENGINE REPAIR A WEEK AGO-- AN IGNITION COIL THE NEXT DAY AND A 2ND BATTERY FAILURE TODAY--REQUESTING ASSISTANCE FOR A LOYAL FORD CUSTOMER

Action: CONCERN ADDRESSED  
 Dealer: 02892 MATHEWS FORD MARION, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 14706 MI Comm Type: PHONE  
 Analyst Name: SHACKELFORD, TIFFANI Analyst: TSHACKE2  
 Action Date: 12/21/2012 Action Time: 14.21.13.779 Action Data: Yes

Comments CSM TIFFANI X 77783 = IBC FROM SM: SM ADV CSUT HAS HAD NUMEROUS REPAIRS AND IS LOSING CONFIEDENCE IN VEH/ ADV WILL UPLOAD PREIM MAINTENANCE PLAN / CSM CLOSING CA

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	86
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N

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

---

Ford Confidential

OH UP



# KIMMEL & SILVERMAN

P.C.

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL

Member, PA Bar  
Member, NJ Bar  
Member, DE Bar  
Member, NY Bar  
Member, MA Bar  
Member, MD Bar  
Member, OH Bar  
Member, MI Bar  
Member, NH Bar  
Member, CT Bar  
Member, TN Bar  
Member, WY Bar  
Member, DC Bar  
Member, CA Bar  
Member, WI Bar  
Member, TX Bar  
Certified by the New Jersey Supreme Court as a Civil Trial Attorney

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS

30 E. Butler Pike  
Ambler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

JAN 07 2013

JACQUELINE C. HERRITT  
ROBERT A. RAPKIN  
ANGELA K. TROCCOLI  
FRED DAVIS  
AMY L. BENNECOFF  
CHRISTINA GILL ROSEMAN  
RICHARD A. SCHOLER  
TARA L. PATTERSON  
CHRISTOPHER COMPONOV  
TIMOTHY J. ABEEL, JR.  
JOSEPH L. GENTILCORE  
ALFRED J. TUMOLO III  
CHRISTOPHER J. KELLEHER

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

January 3, 2013

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

Re: [REDACTED] v. Ford Motor Company

Vehicle: 2012 Ford F150

Date of Purchase: 02/01/2012

VIN: NONE

OGC LIT 2013JAN15 PM3:36

Dear Sir/Madam:

Our firm represents the above referenced individual against Ford Motor Company for claims pursuant to the Ohio Lemon Law, the Uniform Commercial Code, the Ohio Consumer Sales Practices Act and the Magnuson Moss Warranty Act. My client is entitled to rescind this transaction.

The vehicle has been serviced under warranty at Ford Motor Company authorized dealerships numerous times for defects and nonconformities including indicator light, catalytic converter, sputtering, transmission and a dead battery. These defects and nonconformities substantially impair the use, safety and value of the vehicle. I have attached my client's contracts and repair invoices for your review.

In the interest in resolving this matter without resort to litigation, please accept this correspondence as a demand for settlement for repurchase or replacement under the Ohio Lemon Law plus \$1,750.00 in attorneys fees and costs.

We will refrain from filing suit for twenty (20) days while you evaluate this matter. Please feel free to contact the undersigned at 412-566-1001 or [croseman@lemonlaw.com](mailto:croseman@lemonlaw.com) if you have any questions or wish to discuss settlement.

Very truly yours,



CGR/tl

CUSTOMER #: 5493

512033

# MATHEWS FORD MARION, INC

\*INVOICE\*



1155 Delaware Ave. · Marion, OH 43302  
Telephone: (740) 387-3673 · Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

DUPLICATE 1  
PAGE 1

MARION, OH  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STERLING G	12	FORD F-150	1FTFX1ET2CF [REDACTED]		14612/14612	T00083	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09FEB12 DD			17:00 12DEC12		0.00	CASH	12DEC12
R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI					
09:01 20NOV12	16:21 12DEC12	TRN:6_SP_AUTOMATIC					

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

A CHANGE OIL AND FILTER-LUBE CHECK ALL FLUIDS & TIRES  
 CAUSE: OIL & FILTER CHANGE  
 01 CHANGE OIL AND FILTER-LUBE CHECK ALL FLUIDS & TIRES  
 251 CPF 6.78 6.78  
 1 AA5Z\*6714\*A FILTER ASY - OIL 9.76 3.25 3.25  
 5 XO\*5W30\*QSP OIL - ENGINE 5.32 2.69 13.45  
 1 XO\*5W30\*QSP OIL - ENGINE 5.32 5.32 5.32

3 CUSTOMER STATES VEHICLE DONT WANT TO MOVE, TRANSMISSION SEEMS TO BE STUCK IN FIRST, PLEASE ADVISE  
 CAUSE: MISC REPAIRS  
 VOID VOID  
 120 CPF 0.00 0.00

2 CUSTOMER STATES ENGINE LIGHT IS ON, PLEASE ADVISE  
 CAUSE: MISC REPAIRS  
 121019D PERFORMED TSB 12-10-19 TP REPLACE LEFT CONVERTER, REPLACE CAC ASSEMBLY, REPROGRAM PCM.  
 120 WF (N/C)  
 1 BL3Z\*5E212\*E CONVERTER ASY (N/C)  
 2 \*W520514\*S440 NUT - ADJUSTING SCREW (N/C)  
 1 CL3Z\*19E672\*A DEFLECTOR - AIR (N/C)  
 1 BL3Z\*6K775\*B INTERCOOLER (N/C)  
 2 \*W711281\*S300 PIN - TRIM (N/C)

FC: E29 12  
 PART#: BL3Z\*5E212\*E  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 00711  
 PERFORMED TSB 12-10-19 TO REPLACE CONVERTER, CAC ASSEMBLY, AND REPROGRAM PCM

THE MATHEWS QUALITY COMMITMENT	THE SERVICE	DESCRIPTION	TOTALS
		LABOR AMOUNT	
PARTS AMOUNT			
GAS, OIL, LUBE			
SUBLET AMOUNT			
MISC. CHARGES			
TOTAL CHARGES			
LESS INSURANCE			
SALES TAX			
PLEASE PAY THIS AMOUNT			

**THE MATHEWS QUALITY COMMITMENT**  
 Dedicated to your satisfaction with over  
 60 Years of Continuous Service  
 A FAMILY TRADITION

**THE SERVICE**  
 When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible.  
*That's Quality you can believe in.*  
**SERVICE HOURS**  
 7:30 A.M. - 5:00 P.M.  
 MONDAY - FRIDAY



CUSTOMER #: 5493

512033

**MATHEWS FORD MARION, INC**

\*INVOICE\*



1155 Delaware Ave. · Marion, OH 43302  
Telephone: (740) 387-3673 · Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

DUPLICATE 1  
PAGE 2

MARION, OH  
HOME  
BUS: CONT:N/A  
CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STERLING G	12	FORD F-150	1FTFX1ET2C		14612/14612	T00083	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09FEB12 DD			17:00 12DEC12		0.00	CASH	12DEC12
R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI TRN:6_SP_AUTOMATIC					
09:01	20NOV12	16:21	12DEC12				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
0							
INSPECTED AND REPLACED ENGINE AIR FILTER							
ENG INSPECTED AND REPLACED ENGINE AIR FILTER							
			120	CPF		0.00	0.00
			1	7C3Z*9601*A ELEMENT ASY - AIR CLEANER	19.95	19.95	19.95
*****							
3 MULTI POINT INSPECTION							
CAUSE: PERFORMED MULTI POINT INSPECTION WITH MEASUREMENTS							
99P MULTI POINT INSPECTION							
			120	ISPF			(N/C)
GBATT BATTERY GOOD							
			120	ISPF			(N/C)
GBK BRAKES GOOD- OVER 7/32 REMAINING							
			120	ISPF			(N/C)
GTIRE TIRES GOOD-- OVER 7/32							
			120	ISPF			(N/C)
*****							
*** TAP LOANER DAYS							
CAUSE:							
TAP1 TAP DAYS FOR CUSTOMER REPAIRS, PARTS WERE ON							
BACK ORDER FOR 21 DAYS							
			120	WF			(N/C)
FC: A99 82 PART#: TAP COUNT:							
CLAIM TYPE: TAP							
AUTH CODE:							
00711							
SUBL 104123 TAP							
			WF				(N/C)
FC:							
TAP DAYS TO HERTZ PO#104123 AT 690 DLRS. AMOUNT DUE TO BACK ORDERED							
PARTS DELAY							
*****							

<p><b>THE MATHEWS QUALITY COMMITMENT</b></p> <p>Dedicated to your satisfaction with over 60 Years of Continuous Service A FAMILY TRADITION</p>	<b>THE SERVICE</b>		DESCRIPTION	TOTALS
	<p>When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible. <i>That's Quality you can believe in.</i></p> <p><b>SERVICE HOURS</b> 7:30 A.M. - 5:00 P.M. MONDAY - FRIDAY</p>		LABOR AMOUNT	
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

CUSTOMER #: 5493

512033

# MATHEWS FORD MARION, INC

\*INVOICE\*



1155 Delaware Ave. · Marion, OH 43302  
Telephone: (740) 387-3673 · Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

DUPLICATE 1  
PAGE 3

MARION, OH  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	12	FORD F-150	1FTFX1ET2CF[REDACTED]		14612/14612	T00083
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09FEB12 DD			17:00 12DEC12		0.00	CASH
R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI				
09:01 20NOV12	16:21 12DEC12	TRN:6_SP_AUTOMATIC				

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

\*\*\* NO OTHER CONCERNS AT THIS TIME \*\*\*  
 YOU MAY RECEIVE A SURVEY, IF FOR ANY REASON  
 YOU ARE NOT "COMPLETELY SATISFIED"  
 PLEASE CONTACT  
 JIM WOODSON - FORD 740-387-3673  
 STEVE HARE - EAST 740-389-5560  
 BODY SHOP 740-387-3673

## THE MATHEWS QUALITY COMMITMENT

Dedicated to your satisfaction  
with over  
60 Years of Continuous Service  
A FAMILY TRADITION

### THE SERVICE

When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible.  
*That's Quality you can believe in.*

SERVICE HOURS  
7:30 A.M. - 5:00 P.M.  
MONDAY - FRIDAY

DESCRIPTION	TOTALS
LABOR AMOUNT	6.78
PARTS AMOUNT	41.97
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	48.75
LESS INSURANCE	0.00
SALES TAX	3.17
PLEASE PAY THIS AMOUNT	51.92

6.00

CUSTOMER #: 5493

513018

MATHEWS FORD MARION, INC

\*INVOICE\*



1155 Delaware Ave. Marion, OH 43302
Telephone: (740) 387-3673 Fax: (740) 383-2192
WATS Line: 1 (800) 545-3673

PAGE 1

MARION, OH
HOME
BUS:
CONT:N/A
CELL:

SERVICE ADVISOR: 223 DAVID WARD

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/ OUT, TAG. Includes vehicle details for a 1992 Ford F-150.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL.

CUSTOMER STATES WHEN VEHICLE IDLES IT WANTS TO DIE.

CAUSE: MISC REPAIRS

Table listing repair items with descriptions, labor hours, and rates. Includes items like EEC SYSTEM DIAGNOSIS and IGNITION COIL ASSEMBLY.

FC: E29 42
PART#: BL3Z\*12029\*C
COUNT:
CLAIM TYPE:
AUTH CODE:
00711

INSPECTED AND PERFORMED POWER BALANCE TEST AND FOUND NUMBER FOUR DROPPING OUT PERFORMED PINPOINT TEST AND FOUND NUMBER FOUR COIL TO BE AT FAULT. REPLACE NUMBER FOUR COIL AND SPARK PLUG, RETESTED OK.

CUSTOMER STATES WHEN SHE ACCELERATES IT HESITATES AND SHE HEARS WHISTLING, PLEASE ADVISE

CAUSE: MISC REPAIRS

Table entry for 'VOID SEE LINE A FOR REPAIR' with labor and cost details.

MULTI POINT INSPECTION

CAUSE: PERFORMED MULTI POINT INSPECTION WITH MEASUREMENTS

Table entry for '99P MULTI POINT INSPECTION' with labor and cost details.

THE MATHEWS QUALITY COMMITMENT
Dedicated to your satisfaction with over 60 Years of Continuous Service A FAMILY TRADITION

THE SERVICE
When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect.
SERVICE HOURS
7:30 A.M. - 5:00 P.M.
MONDAY - FRIDAY

Table with columns: DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, etc.

USTOMER #: 5493

513018

# MATHEWS FORD MARION, INC

\*INVOICE\*



1155 Delaware Ave. · Marion, OH 43302  
Telephone: (740) 387-3673 · Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

PAGE 2

ARION OH

OME: [REDACTED] CONT:N/A

US: [REDACTED] CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
TERLING G	12	FORD F-150	1FTFX1ET2CF [REDACTED]		14625/14625	T00083	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
9FEB12 DD			17:00 13DEC12		0.00	CASH	14DEC12
R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI					
7:44 13DEC12	15:27 14DEC12	TRN:6_SP_AUTOMATIC					

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

\*\*\* NO OTHER CONCERNS AT THIS TIME \*\*\*  
 YOU MAY RECEIVE A SURVEY, IF FOR ANY REASON  
 YOU ARE NOT "COMPLETELY SATISFIED"  
 PLEASE CONTACT  
 JIM WOODSON - FORD 740-387-3673  
 STEVE HARE - EAST 740-389-5560  
 BODY SHOP 740-387-3673

## THE MATHEWS QUALITY COMMITMENT

Dedicated to your satisfaction  
with over  
60 Years of Continuous Service  
A FAMILY TRADITION

### THE SERVICE

When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible. *That's Quality you can believe in.*

SERVICE HOURS  
7:30 A.M. - 5:00 P.M.  
MONDAY - FRIDAY

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 #: 5493

513018

MATHEWS FORD MARION, INC

\*INVOICE\*



DUPLICATE 1  
PAGE 1

1155 Delaware Ave. - Marion, OH 43302  
Telephone: (740) 387-3673 - Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

MARION, OH

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STERLING G	12	FORD F-150	1FTFX1ET2CF [REDACTED]		14625/14625	T00083	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09FEB12 DD			17:00 20DEC12		0.00	CASH	18DEC12
R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI TRN:6_SP_AUTOMATIC					
07:44 13DEC12	17:09 18DEC12						

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

A CUSTOMER STATES WHEN VEHICLE IDLES IT WANTS TO DIE.

CAUSE: MISC REPAIRS

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L							(N/C)
120 WF							(N/C)
1 BL3Z*12029*C COIL ASY - IGNITION							(N/C)
1 CYFS*12*Y3 SPARK PLUG							(N/C)
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L							(N/C)
120 WF							(N/C)
12650D64L IGNITION COIL ASSEMBLY-COIL ON PLUG - REMOVE AND INSTALL OR REPLACE (12029) - L							(N/C)
120 WF							(N/C)

FC: E29 42  
 PART#: BL3Z\*12029\*C  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 00711

INSPECTED AND PERFORMED POWER BALANCE TEST AND FOUND NUMBER FOUR DROPPING OUT PERFORMED PINPOINT TEST AND FOUND NUMBER FOUR COIL TO BE AT FAULT. REPLACE NUMBER FOUR COIL AND SPARK PLUG, RETESTED OK.

\*\*\*\*\*

3 CUSTOMER STATES WHEN SHE ACCELERATES IT HESITATES AND SHE HEARS WHISTLING, PLEASE ADVISE

CAUSE: MISC REPAIRS

VOID SEE LINE A FOR REPAIR

120 CPF					0.00	0.00
---------	--	--	--	--	------	------

\*\*\*\*\*

2 MULTI POINT INSPECTION

CAUSE: PERFORMED MULTI POINT INSPECTION WITH MEASUREMENTS

99P MULTI POINT INSPECTION

120 CPF					0.00	0.00
---------	--	--	--	--	------	------

\*\*\*\*\*

0\*\* TAP 1

<p><b>THE MATHEWS QUALITY COMMITMENT</b></p> <p>Dedicated to your satisfaction with over 60 Years of Continuous Service A FAMILY TRADITION</p>	<p><b>THE SERVICE</b></p> <p>When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible. <i>That's Quality you can believe in.</i></p> <p><b>SERVICE HOURS</b> 7:30 A.M. - 5:00 P.M. MONDAY - FRIDAY</p>	<p>DESCRIPTION</p> <p>LABOR AMOUNT</p> <p>PARTS AMOUNT</p> <p>GAS, OIL, LUBE</p> <p>SUBLET AMOUNT</p> <p>MISC. CHARGES</p> <p>TOTAL CHARGES</p> <p>LESS INSURANCE</p> <p>SALES TAX</p> <p>PLEASE PAY THIS AMOUNT</p>	<p>TOTALS</p>
--	---	--	---------------

CUSTOMER #: 5493

513018

MATHEWS FORD MARION, INC

\*INVOICE\*



DUPLICATE 1  
PAGE 2

1155 Delaware Ave. Marion, OH 43302  
Telephone: (740) 387-3673 Fax: (740) 383-2192  
WATS Line: 1 (800) 545-3673

MARION, OH  
HOME: [REDACTED]  
BUS: [REDACTED] CONT:N/A  
CELL:

SERVICE ADVISOR: 223 DAVID WARD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STERLING G	12	FORD F-150	1FTFX1ET2CF [REDACTED]		14625/14625	T00083	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09FEB12 DD			17:00 20DEC12		0.00	CASH	18DEC12

R.O. OPENED	READY	OPTIONS: STK:5493 DLR:02892 ENG:3.5_Liter_GTDI TRN:6_SP_AUTOMATIC				
07:44 13DEC12	17:09 18DEC12					
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CAUSE: .  
TAP TAP DAYS HERTZ 104191 FOR 120DLRS  
120 WF (N/C)  
FC: PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
00711  
MISC TAP PO#104191 HERTZ  
WF (N/C)  
FC:  
SUBL 104153 TAP  
WF (N/C)  
FC:

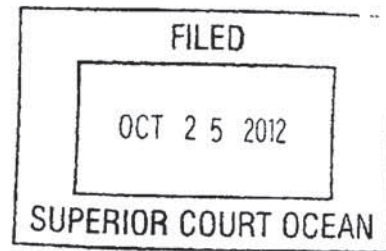
\*\*\*\*\*  
\*\*\* TOP OFF FUEL FOR TEST DRIVE ← This did not happen  
CAUSE: MISC REPAIRS  
M FILLED TANK FOR CUSTOMER ← Called and asked about it.  
199 ISPF (N/C)  
MISC GASOLINE PO#104154  
ISPF (N/C)  
FC:

\*\*\*\*\*  
\*\*\* NO OTHER CONCERNS AT THIS TIME \*\*\*  
YOU MAY RECEIVE A SURVEY, IF FOR ANY REASON  
YOU ARE NOT "COMPLETELY SATISFIED"  
PLEASE CONTACT  
JIM WOODSON - FORD 740-387-3673  
STEVE HARE - EAST 740-389-5560  
BODY SHOP 740-387-3673

<p><b>THE MATHEWS QUALITY COMMITMENT</b>  Dedicated to your satisfaction with over  60 Years of Continuous Service  <b>A FAMILY TRADITION</b></p>	<b>THE SERVICE</b>	
	<p>When you return to your dealership for service and maintenance, rest assured that your concerns will be addressed promptly and with respect. Mathews is committed to your satisfaction, as is Ford Motor Company, which sponsors ongoing factory training for dealership technicians. This ensures that the service your Ford vehicle receives is the best possible. <i>That's Quality you can believe in.</i></p>	
	<p><b>SERVICE HOURS</b>  7:30 A.M. - 5:00 P.M.  MONDAY - FRIDAY</p>	
	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	



DAVID J. GORBERG & ASSOCIATES, P.C.  
By: **EDWARD B. FEINER** Attorney for Plaintiff  
208 KINGS HIGHWAY SOUTH  
CHERRY HILL, N.J. 08034  
856-797-0703



\_\_\_\_\_

[REDACTED]

vs.

Ford Motor Company

\_\_\_\_\_

: SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION  
: OCEAN COUNTY  
: DOCKET NO. OCN - L - 3134-12  
:  
: CIVIL ACTION  
: COMPLAINT AND JURY TRIAL  
: DEMAND

1. On or about March 30, 2012, the plaintiff purchased the subject automobile, Vehicle Identification No. 1FTFW1ET2CF [REDACTED] from Buhler Ford and registered same in the State of New Jersey.

2. The aforementioned subject vehicle was manufactured by this defendant who provided warranties for said vehicle.

3. The use, value and/or safety has been substantially impaired as a result of a defect, condition, or nonconformity of the vehicle.

4. The plaintiff provided the defendant with numerous opportunities to repair the vehicle and the defendant failed to do so and, in the alternative, if they have done so as deemed by the defendant, they have failed to do so in a reasonable time. See Attached records which are incorporated by reference as though more fully set forth herein.

5. As a result of the aforementioned, the applicable warranties have been breached, both state and federal including the Magnuson-Moss Federal Warranty Act.

6. The subject vehicle is also a "lemon" under the New Jersey Lemon Law. 56 N.J.S.12-29 et seq.

WHEREFORE, the plaintiff demands judgment against the defendant together with interest, costs, and attorney fees.



### **JURY DEMAND**

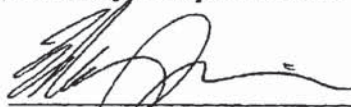
Plaintiff demands a trial by jury of six (6) jurors as to all issues raised in these pleadings.

### **CERTIFICATION PURSUANT TO RULE 4:5-1**

The undersigned, of full age, hereby certifies:

1. I am an attorney in the State of New Jersey and am an associate in the firm of David J. Gorberg & Associate, P.C., and the attorney principally charged with handling this matter.
2. To the best of my knowledge and information, the within action is not the subject of any other action pending in court, or any arbitration proceedings contemplated.
3. To the best of my knowledge and information, there are no other parties who should be joined in this action.
4. This Certification is provided pursuant to the requirements of Rule 4:5-1

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Edward B. Feiner, Esq.

### **DESIGNATION OF TRIAL COUNSEL**

Pursuant to the provisions of Rule 4:25-4, the Court is advised that EDWARD B. FEINER, ESQ, is hereby designated trial counsel.



Buhler Ford  
 105 Rt 36  
 Eatontown, NJ 07724  
 732.544.5515

**Repair Order 168905**

Service Advisor: Karen Young  
 Started: 06/05/12 12:29 PM  
 Completed: 06/07/12 11:22 AM  
 Priority: 1 **WAITING**  
 Appointment: 150800

R650 Version MPK2.60.32

Customer 48454	Vehicle	Service History
[REDACTED] Toms River, NJ [REDACTED] Home: [REDACTED]	2012 Ford f150 4x4 styleside s/crew Color sterling gray met VIN 1FTFW1ET2CF [REDACTED] Mileage In: 3324 Out: 3367 Tag Number 4961 Plate No. In-Service Engine Coverage Build Date Comments	169439 07/16/12 5259 Customer states WH 169439 07/16/12 5259 ENTERPRISE 168989 06/08/12 3458 Customer states pul 168989 06/08/12 3458 loaner 5606 167401 03/31/12 15 NEW CAR PREP

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Cost	Unit Price	Price
1 CS	Customer states check engine light						
RO Task Completed 06/07/12 11:22:39 AM							
Complaint	Customer states check engine light						
Cause	TSB 12-06-04						
Correction	PERFORMED TSB 12-06-04 REPLACED CATAYLIC CONVERTOR						
CS	Technician: Tom Carretta			WPF	28.62	102.68	0.00
	CONVERTER ASY	BL3Z-5E212-E	1	WPF	209.28	385.08	385.08
	NUT - ADJUSTING SCREW	W520514-S440	4	WPF	2.73	5.02	20.08
120604B	Technician: TSB 12-06-04		1	WPF	28.62	102.68	102.68
	Failure 12: 5E212						

		Labor: \$102.68 Parts: \$405.16 Misc: \$0.00 Deductible: \$0.00 Subtotal: \$507.84 Sales Tax: \$0.00 Total: \$507.84
--	--	--

# BUHLER SUPERSTORE

IN EATONTOWN

Buhler Ford  
 105 Rt 36  
 Eatontown, NJ 07724  
 732.544.5515

## Repair Order 168989

Service Advisor: Mark Goncalves  
 Started: 06/08/12 9:14 AM  
 Completed: 06/08/12 3:00 PM  
 Priority: 1 WAITING  
 Appointment: 150884

R509 Version MPK2.75.003

Customer 48454	Vehicle	Service History
[REDACTED] Toms River, NJ Home: [REDACTED]	2012 Ford f150 4x4 styleside s/crew Color sterling gray met VIN 1FTFW1ET2CF [REDACTED] Mileage In: 3458 Out: 3458 Tag Number 4942 Plate No. In-Service Engine Coverage Build Date Comments	169439 07/16/12 5259 Customer states Wh 169439 07/16/12 5259 ENTERPRISE 168905 06/07/12 3324 Customer states che 167401 03/31/12 15 NEW CAR PREP

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1 CS	Customer states put a new cat. converter in and check engine light came on					
	Complaint	Customer states put a new cat. converter in and check engine light came on				
	Cause	small evap leak				
	Correction	small evap leak. reprogrammed tsb.. recalibrated PCM				
	Technician:	Kevin Scott		IF		0.00
	loaner, PO 54940		1	IF		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
2 CS	loaner 5606	loaner 5606				
	Complaint	loaner 5606				
	Technician:	Sublet Tech		IF		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Labor:	\$0.00
Parts:	\$0.00
Misc:	\$0.00
Discounts:	\$0.00
Subtotal:	\$0.00
Sales Tax:	\$0.00
<b>Total:</b>	<b>\$0.00</b>



Buhler Ford  
 105 Rt 36  
 Eatontown, NJ 07724  
 732.544.5515

**Repair Order 169439**

Service Advisor: Karen Young  
 Started: 06/27/12 8:42 AM  
 Completed: 07/16/12 9:00 AM  
 Priority: 1 WAITING  
 Appointment: 151334

R650 Version MPK2.60.32

Customer 48454	Vehicle	Service History	
[REDACTED]	2012 Ford f150 4x4 styleside s/crew	168989	06/08/12 3458 Customer states pul
Toms River, NJ	Color sterling gray met	168989	06/08/12 3458 loaner 5606
Home: [REDACTED]	VIN 1FTFW1ET2CF [REDACTED]	168905	06/07/12 3324 Customer states che
	Mileage In: 5259 Out: 5316	167401	03/31/12 15 NEW CAR PREP
	Tag Number 5771 Plate No.		
	In-Service		
	Engine		
	Coverage		
	Build Date		
	Comments		

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Cost	Unit Price	Price
1 CS	Customer states WHILE AT HIGHWAY STEADY SPEED ---W						
							RO Task Completed 07/16/12 9:00:37 AM
Complaint	Customer states WHILE AT HIGHWAY STEADY SPEED ---WHEN GOES TO PASS UP TO 80ISH THE TRUCK WILL LOSE POWER THEN STARTS TO MISFIRE. NOW THE CHECK ENGINE LIGHT ON						
Cause	TSB 12-6-4						
Correction	PERFORMED TSB 12-06-04 INSTALLED DEFLECTOR						
CS	Technician: Robert Erickson			WPF	23.62	102.66	0.00
	PIN - TRIM	W711281-S300	4	WPF	0.25	0.46	1.84
	DEFLECTOR - AIR	CL3Z-19E672-A	1	WPF	7.17	13.19	13.19
120604A	Technician: TSB 12-6-4		0.5	WPF	23.62	102.68	51.34
	Failure 42: 6K775						
2 CS	ENTERPRISE						RO Task Completed 07/16/12 9:00:37 AM
Complaint	ENTERPRISE						
CS	Technician: Sublet Tech			IF		110.00	0.00
	ENTERPRISE, PO 55761	57500	3	IF	42.00	42.00	126.00

		Labor:	\$51.34
		Parts:	\$15.03
		Misc:	\$0.00
		Deductible:	\$0.00
		Subtotal:	\$66.37
		Sales Tax:	\$0.00
		<b>Total:</b>	<b>\$66.37</b>



Buhler Ford  
 105 Rt 36  
 Eatontown, NJ 07724  
 732.544.5515

Service Advisor: Karen Young  
 Started: 07/17/12 4:02 PM  
 Completed: 07/26/12 12:55 PM  
 Priority: 1 WAITING  
 Appointment: 151810

**Repair Order 169915**

R507 Version MPK2.71.010

Customer 48454	Vehicle
[Redacted]	2012 Ford f150 4x4 styleside s/crow
Toms River, NJ [Redacted]	Color sterling gray met
Work: [Redacted]	VIN 1FTFW1ET2CF [Redacted]
Home: [Redacted]	Mileage In: 5436 Out: 5656
Cell: [Redacted]	Tag Number 3241 Plate No.
	In-Service
	Engine
	Coverage
	Build Date
	Comments

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
1	CS	Customer states CHECK ENGINE LIGHT ON ---TO BE IN				
	Complaint	Customer states CHECK ENGINE LIGHT ON ---TO BE INSPECTED BY FORD FIELD ENGINEER				
	Cause	PER FOR SERVICE FIELD ENGINEER				
	Correction	EEC TEST P0304 ---PERFORMED MISFIRE PROFILE CORRECTION PROCEDURE --- --RESET KAM ---REPLACED L/S CATAYLIC CONVERTOR , L/S OXYGEN SENSOR & THEN SWAP COILS FROM THE R/S BANK TO THE L/S BANK. ALL PER HOTLINE ID CONTACT # 105574612				
	CS	Technician: Grant Essner	81		WPF	\$0.00
		NUT - ADJUSTING SCREW	-W520514-S440	2	WPF	\$0.00
		CONVERTER ASY	BL3Z-5E212-F	1	WPF	\$0.00
		BOLT	-W714717-S439	2	WPF	\$0.00
		ADAPTOR	BL3Z-9N496-A	1	WPF	\$0.00
		STUD	-W714905-S900	2	WPF	\$0.00
		SENSOR - EXHAUST GAS - OXYGEN	BE5Z-9G444-A	1	WPF	\$0.00
	12650D	Technician: EEC TEST	81		WPF	\$0.00
		Failure 42: DEFECTIVE				
	12650DX1	Technician: RETEST	81		WPF	\$0.00
	5212BL	Technician: R&R L/S CATAYLIC CONVERTOR	81		WPF	\$0.00
	12650D4L	Technician: R&R L/S OXYGEN SENSOR	81		WPF	\$0.00

<small>The Factory Warranty constitutes all of the warranties with respect to the sale of this item/items. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, 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 this item/items.</small>  <small>\$25.00 per day storage fee for vehicles left longer than three days after completion date.</small>	Repairs properly completed and checked by:	Labor:	\$0.00
			Parts:
		Miscellaneous:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00
	Authorized Signature		

Customer 48454

Buhler Ford  
105 Rt 36  
Eatontown, NJ 07724  
732.544.5515

Invoice 169915

Service Advisor: Karen Young  
Started: 07/17/12 4:02 PM  
Completed: 07/26/12 12:55 PM  
Priority: 1 **WAITING**  
Appointment: 151810

Toms River, NJ  
Work: \*  
Home:  
Cell:

Vehicle: 1FTFW1ET2GF  
2012 Ford F150 4x4 styleside

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
	MT12029	Technician: SWAP COILS FROM R/S BANK TO L/S B 81			WPF	\$0.00
					Task Discount:	0.00
					Task Total:	0.00

<p>The Factory Warranty constitutes all of the warranties with respect to the sale of this item/terms. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, 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 the item/terms.</p> <p>\$25.00 per day storage fee for vehicles left longer than three days after completion date.</p>	<p>Repairs properly completed and checked by:</p>  <p>_____</p> <p>Authorized Signature</p>	<p>Labor: \$0.00</p> <p>Parts: \$0.00</p> <p>Miscellaneous: \$0.00</p> <p>Subtotal: \$0.00</p> <p>Sales Tax: \$0.00</p> <p>Total: \$0.00</p>



Buhler Ford  
 105 Rt 36  
 Eatontown, NJ 07724  
 732.544.5515

Service Advisor: Karen Young  
 Started: 08/02/12 12:20 PM  
 Completed: 08/02/12 12:28 PM  
 Priority: 1 WAITING  
 Appointment: 152178

**Repair Order 170283**

R507 Version MPK2.71.010

<b>Customer 48454</b> [Redacted] Toms River, NJ [Redacted] Work: [Redacted] Home: [Redacted] Cell: [Redacted]	<b>Vehicle</b> 2012 Ford f150 4x4 styleside s/crew Color: sterling gray met VIN: 1FTFW1ET2CF [Redacted] Mileage In: 6020 Out: 6020 Tag Number 00 Plate No. In-Service Engine Coverage Build Date Comments	
--	---	--

Task	Opcode	Description	Part or Technician	Qty	Pay Type	Price
1	CS	Customer states CHECK ENGINE LIGHT ON STEADY				
		Complaint	Customer states CHECK ENGINE LIGHT ON STEADY ---SEEMS TO RUNNING NORMAL			
		Correction	DTC P0430 ---AS PER ERICA . SCAN & RETURN TRUCK TO CUSTOMER			
	CS	Technician: Robert Erickson	121		IF	\$0.00
					Task Discount:	0.00
					Task Total:	0.00

<p>The Factory Warranty constitutes all of the warranties with respect to the sale of this item/items. Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the dealer to the purchaser, 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 this item/items.</p> <p>\$25.00 per day storage fee for vehicles left longer than three days after completion date.</p>	<p>Repairs properly completed and checked by:</p>   <p>_____          Authorized Signature</p>	<table> <tr><td>Labor:</td><td>\$0.00</td></tr> <tr><td>Parts:</td><td>\$0.00</td></tr> <tr><td>Miscellaneous:</td><td>\$0.00</td></tr> <tr><td>Subtotal:</td><td>\$0.00</td></tr> <tr><td>Sales Tax:</td><td>\$0.00</td></tr> <tr><td>Total:</td><td>\$0.00</td></tr> </table>	Labor:	\$0.00	Parts:	\$0.00	Miscellaneous:	\$0.00	Subtotal:	\$0.00	Sales Tax:	\$0.00	Total:	\$0.00
Labor:	\$0.00													
Parts:	\$0.00													
Miscellaneous:	\$0.00													
Subtotal:	\$0.00													
Sales Tax:	\$0.00													
Total:	\$0.00													

Server: **AWS Prod**  
 Claims loaded through: **23-NOV-2012**

**STANDARD CLAIMS LIST**

**AWS Online Report**

Run Date: 26-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
1FTFW1ET2CF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	28-FEB-2012	30-MAR-2012	113473	USA	3	4C03	BL3Z	5E212	E	F04	S11	V29	E29	42
<b>AWS Claim Key:</b>		<u>1275689</u>	<b>Doc #:</b> 1689051	<b>Trx Code:</b> S07			<b>Labor Hrs:</b> 1	<b>Labor Cost:</b> 102.68		<b>Material Cost:</b> 405.17		<b>Total Cost:</b> 507.85											
<b>Dlr Cd-Sub Cd:</b>		09064-*	<b>Name:</b> BUHLER FORD, INC.			<b>Ph:</b> 732-5427801	<b>St:</b> NJ	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA	<b>Repr Date:</b> 05-JUN-2012		<b>DIST(Mile):</b> 3324											
<b>Cust Comments:</b>		CUSTOMER STATES CHECK ENGINE LIGHT																					
<b>Tech Comments:</b>		PERFORMED TSB 12 06 04 REPLACED CATAYLIC CONVERTOR																					
1FTFW1ET2CF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	28-FEB-2012	30-MAR-2012	113473	USA	3	7H06	CL3Z	19E672	A	F04	S11	V52	D36	42
<b>AWS Claim Key:</b>		<u>1640298</u>	<b>Doc #:</b> 1694391	<b>Trx Code:</b> 1			<b>Labor Hrs:</b> 0	<b>Labor Cost:</b> 0		<b>Material Cost:</b> 15.03		<b>Total Cost:</b> 15.03											
<b>Dlr Cd-Sub Cd:</b>		09064-*	<b>Name:</b> BUHLER FORD, INC.			<b>Ph:</b> 732-5427801	<b>St:</b> NJ	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA	<b>Repr Date:</b> 27-JUN-2012		<b>DIST(Mile):</b> 5259											
<b>Cust Comments:</b>		CUSTOMER STATES WHILE AT HIGHWAY STEADY SPEED WHEN GOES TO PASS UP TO 80ISH THE TRUCK WILL LOSE POWER THEN STARTS TO MISFIRE. NOW THE CHECK ENGINE LIGHT ON																					
<b>Tech Comments:</b>		PERFORMED TSB 12 06 04 INSTALLED DEFECTOR																					
1FTFW1ET2CF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	28-FEB-2012	30-MAR-2012	113473	USA	4	4C03	BL3Z	5E212	F	F04	S11	V29	E29	D4
<b>AWS Claim Key:</b>		<u>1907923</u>	<b>Doc #:</b> 1699151	<b>Trx Code:</b> S07			<b>Labor Hrs:</b> 6.7	<b>Labor Cost:</b> 687.96		<b>Material Cost:</b> 850.23		<b>Total Cost:</b> 1538.19											
<b>Dlr Cd-Sub Cd:</b>		09064-*	<b>Name:</b> BUHLER FORD, INC.			<b>Ph:</b> 732-5427801	<b>St:</b> NJ	<b>Ctry Cd:</b> USA	<b>Reg Cd:</b> NA	<b>Repr Date:</b> 17-JUL-2012		<b>DIST(Mile):</b> 5436											
<b>Cust Comments:</b>		CUSTOMER STATES CHECK ENGINE LIGHT ON TO BE INSPECTED BY FORD FIELD ENGINEER																					
<b>Tech Comments:</b>		EEC TEST P0304 PPERFORMED MISFIRE PROFILE CORRECTION PROCEDURE RESET KAM REPLACED L/S CATAYLIC CONVERTOR , L/S OXYGEN SENSOR & THEN SWAP COILS FROMTHE R/S BANK TO THE L/S BANK. ALL PER HOTLINE ID CONTACT # 105574612 RO FAXED 08/14/2012																					



---

Any comments? You can contact



[webmaster](#)

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mgmt

Indicator Summary

Help Exit

### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: \_\_\_\_\_

[File Report To This Folder](#)

[File Report To A Folder](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

**Report Detail Section :** [View Details](#)

Attachments: 0

**Report# :** CF2BC004 NHL

**Received:** 06/28/2012

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:** 2012,F150 4X4 ,F150 ,SUP  
CRW,STYSD ,1FTFW1ET2CF [REDACTED]

**Build Date:** 02/28/2012

**Odometer :** 5,316 M

**Engine:**

3.5L-  
GTDI

**Calibration:** CF613K0A

**Transmission:** 6R80E

**Axle:**

3.73  
LOCK

**A/C:** YES

**Dealer:** USA 09064 Buhler Ford, Inc.

**Phone#:** (732) 542-  
7801

**City:** Eatontown

**State:**

New  
Jersey

**Country :** USA

**Originator:** ROBERT ERICKSON

**Symptom:** 5 54 2 34 DRV PERF,LACK/LOSS PWR ,ACCEL,HOT

**Status:**

**VFG:** V52 DRIVEABILITY

**Additional Symptom:** MISS ON ACCELERATION P0430

**Fix:** **Causal Component :**

**Condition Code:**

**Hotliner:** SFRENC20

**Phone:** 313 248-8007

**Regn Cd:** N1 New York

**Engineering:**

**Phone:**

**TAR:**

**Dlr Contact:** ROBERT ERICKSON**Phone:** 000 000-0000**Title Cde:** T**KOEO:** P0430**KOEC:****KOER:****Comments:**

**REPAIR** 06/28/2012 08:46AM SEAN FRENCH MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN:CHECK ENGINE LIGHT ON.MISSFIRING ON  
ACCEL. DIAGNOSTICS: EEC TEST PCM PARTS REPLACED:SOMEONE REPLACE  
CAT. PROGRAMMED PCM. I SEE THE THAT AIR DEFLECTOR PLATE IS NOT  
THERE. TECH QUESTION:DOES THE AIR DEFLECTOR PLATE NEED TO BE THERE  
AND CAN IT STILL CAUSE THE PROBLEM WITH THE CODE AND THE WAY IT RANS

**RECOMM** **06/28/2012 08:46AM SEAN FRENCH MSS - FCSD - TECH SVC HOTLINE**  
ROBERT, IF THE DEFLECTOR PLATE IS NOT PRESENT, MISFIRES CAN  
CONTINUE TO OCCUR HOWEVER, THE PREVIOUS CALIBRATION HAD A MISFIRE  
STRATEGY THAT WILL CUT FUEL WHEN MISFIRES OCCUR. THIS STRATEGY IS USED  
TO HELP PREVENT PREMATURE CATALYST FAILURE BUT CANNOT COMPLETELY  
PREVENT A REPEAT FAILURE. PLEASE REFER TO TSB: 12-6-4 REGARDING THE  
UPDATED CHARGE AIR COOLER (CAC) DEFLECTOR PLATE AND A REVISED PCM  
CALIBRATION UPDATE.

**REPAIR** **07/16/2012 11:22AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**  
DESCRIPTION OF VEHICLE CONCERN: WHILE AT HIGHWAY SPEEDS WHEN GOING TO  
PASS CK ENGINE LIGHT COMES ON AND STARTS TO MISSFIRE DIAGNOSTICS  
ALREADY COMPLETED: PERFORMED TSB 12-06-04 PARTS  
REPLACED: CATALYTIC CONVERTER AIR DEFLECTER TECH'S QUESTION: ANY  
KNOWN DTC: P0430 MODULE: PCM

**RECOMM** **07/16/2012 11:22AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**  
RECOMMEND TO PERFORM A POWER BALANCE TEST AND CHECK THE MODE 6 DATA  
FOR MISFIRES. ALSO PERFORM A RELATIVE COMPRESSION TEST. IF IT IS  
DETERMINED THAT A SPECIFIC CYLINDER(S) IS MISFIRING AND NONE OF THE  
CYLINDERS INDICATE A LOW COMPRESSION CONCERN IS PRESENT, SWAP THE

IGNITION COIL AND THE SPARK PLUG WITH A KNOWN GOOD CYLINDER AND RETEST. IF THE MISFIRE DOES NOT FOLLOW THE SWAP, REPLACE THE FUEL INJECTOR AND RETEST.

**AUDIT 07/16/2012 11:22AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 4307 M CHANGED TO 5316 M BY PJACOB45

**REPAIR 07/18/2012 11:55AM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**

FSE: DAN YUROWSKI CALLED IN TO DISCUSS THE CONCERN IN FURTHER DETAIL. HE STATED THE FUEL TRIMS ON BANK ONE IS -8.59 AND -7.03 ON BANK TWO. THE BANK ONE UEGO SENSOR IS READING -134UA AND -66UA ON BANK TWO. THE DOWN STREAM O2 S ARE .8 TO .9 VOLTS. POWER BALANCE WAS DOWN -25 ON #1 CYLINDER. THE BANK TWO CATALYST WAS REPLACED IN A PAST REPAIR. THE CAC SHIELD IS INSTALLED AND THE PCM WAS UPDATED.

**RECOMM 07/18/2012 11:55AM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**

DAN, RECOMMEND TO CHECK THE EXHAUST BACK PRESSURE AS IT SHOULD NOT BE MORE THAN 8 PSI WHILE DRIVING AT WOT. REPLACE THE CATALYST IF A CONCERN IS FOUND. RESET KAM AND PERFORM A MISFIRE PROFILE CORRECTION PROCEDURE. AT THIS POINT REEVALUATE THE MISFIRE IF NOTED. MONITOR THE FUEL TRIMS AGAIN AND ALSO THE UEGO SENSOR, DOWNSTREAM O2S. CHECK THE OIL CONDITION AND LOOK FOR AN OVERFILLED CRANK CASE. IF THIS IS FOUND DISCONNECT THE HP FUEL PUMP AND START THE ENGINE. MONITOR THE LOW PRESSURE FUEL PRESSURE WITH A GAUGE. IT SHOULD BE THE SAME AS FRP. SHUT THE ENGINE DOWN AND LOOK FOR FUEL PRESSURE LEAK DOWN. IF A LEAK DOWN IS NOTED LOOK IN THE CYLINDERS WITH A BORE SCOPE LOOKING FOR A LEAKING INJ, REPLACE IF FOUND. IF NO CONCERN IS FOUND REPLACE THE LOW PRESSURE FUEL PUMP. IF THERE IS STILL A LEAK DOWN LOOSEN THE HP FUEL PUMP BOLTS TO THE CAM COVER AND LOOK FOR A LEAKING HP PUMP. BE SURE NOT TO BEND THE LINES. IF THERE WAS NO FUEL IN THE OIL AND A MISFIRE IS NOTED SWAP THE PLUGS AND THE COILS FIRST. PERFORM A MANUAL COMPRESSION TEST. IF NO CONCERNS ARE FOUND REPLACE THE AFFECTED INJ.

**REPAIR 07/20/2012 02:00PM CLYONS20**

ON WEDNESDAY JULY 18, 2012 DAN YUROWSKI FSE INSPECTED VEHICLE AND HELPED DIAG REPLACED BANK 2 CATALYTIC CONVERTER AND PERFORMED MISFIRE

PROFILE CORRECTION AND ROAD TESTED 55 MILES CK ENGINE LIGHT CAME ON SAME CODE P0430

**RECOMM 07/20/2012 02:00PM CLYONS20**

KENNETH, RECOMMEND YOU UNPLUG THE BANK 2 H2OS SENSOR AND VERIFY THAT THE PID GOES TO 0 VOLTS. IF THE PID IS STILL SHOWING VOLTAGE, RECOMMEND TO MONITOR BANK 1 SENSOR. THERE HAVE BEEN ISOLATED REPORTS OF THE OXYGEN SENSOR CIRCUITS BEING SWAPPED BANK TO BANK, RESULTING IN WRONG BANK DIAGNOSES. THE MOST COMMON CAUSE OF CATALYST FAILURE IS MISFIRES, RICH RUNNING CONDITIONS, OR CONTAMINATION. IF NO OXYGEN SENSOR CIRCUIT CONCERNS ARE FOUND, RECOMMEND TO CONTINUE WITH CATALYST REPLACEMENT. INSPECT THE FAILED CATALYST FOR ANY SIGNS OF DAMAGE THAT MAY OF BEEN CAUSED BY A SECONDARY COMBUSTION EVENT. CHECK FOR ANY SIGNS OF RAW FUEL, OIL, COOLANT, ETC. IF ANY CONTAMINATION IS FOUND, RECOMMEND YOU CONTINUE TO ISOLATE THE ROOT CAUSE, TO AVOID REPEAT CATALYST FAILURE. IF NO CONTAMINATION IS FOUND, RECOMMEND YOU MONITOR FUEL TRIMS FOR ANY EXCESSIVE RICH/LEAN CONDITIONS (ANYTHING +/- 10% WOULD BE CONSIDERED EXCESSIVE). ALSO MONITOR MODE 6 AND PERFORM A POWER BALANCE TEST TO DETERMINE IF ANY MISFIRES ARE PRESENT THAT MAY BE THE ROOT CAUSE FOR THE CONCERN.

**ADD-ON 07/20/2012 02:00PM CLYONS20**

CONSULTED- DAVID CHATFIELD

**REPAIR 07/24/2012 01:12PM KLEPARSK**

REPLACE CATALYST BANK 2 REPLACE BANK 2 OXYGEN SENSOR FOUND NO CONTAMINATION IN EXHAUST AFTER 65 MILES OF DRIVING AT SPEEDS OVER 65 MPH CUSTOMER IS SENDING DEMAND LETTER FOR BUY BACK NEED ASSISTENCE FROM FSE

**RECOMM 07/24/2012 01:12PM KLEPARSK**

KENNETH, RECOMMEND TO MONITOR THE FOLLOWING PIDS DURING THE TIME OF THE CONCERN,(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, TQ\_CNTRL, TR, VPWR, VREF, VSS) TO SEE IF A FAULT CAN BE VERIFIED. IF A MISFIRE CAN BE ISOLATED TO ONE CYLINDER, RECOMMEND TO PERFORM A COMPONENT SWAP OF THE COIL AND PLUG TO THE OPPOSITE BANK. IF THE CONCERN FOLLOWS THE COMPONENT SWAP, REPLACE THE SUSPECT COIL AND PLUG. IF THE CONCERN DOES NOT FOLLOW THE COMPONENT SWAP, PLEASE PERFORM A MANUAL DRY COMPRESSION TEST AND A RUNNING COMPRESSION TEST. FOR A RUNNING COMPRESSION TEST, VERIFY THE CHARGING SYSTEM IS OPERATING PROPERLY. INSTALL A BATTERY CHARGER IS NECESSARY TO ENSURE CONSISTENT CRANKING. PERFORM THE MANUAL COMPRESSION TEST WITH ALL THE SPARK PLUGS REMOVED FOR A BASELINE. INSTALL ALL THE SPARK PLUGS EXCEPT THE CYLINDER BEING TESTED FOR THE RUNNING COMPRESSION. DISABLE THE INJECTOR TO THIS CYLINDER TO PREVENT RAW FUEL IN THE EXHAUST SYSTEM. THE SCHRADER VALVE EITHER NEEDS TO BE REMOVED FROM THE COMPRESSION TESTER OR THE RELEASE NEEDS TO BE DEPRESSED ON THE GAUGE. WHAT FOR THE HIGH HIT ON THE NEEDLE AND RECORD THIS VALUE. COMPARE THE MANUAL COMPRESSION READINGS TO THE OTHER CYLINDERS AND THE MANUAL COMPRESSION READINGS. RUNNING COMPRESSION SHOULD BE APPROXIMATELY 50% OF MANUAL COMPRESSION. IF THE COMPRESSION READINGS PROVE OUT, RECOMMEND TO REPLACE THE INJECTOR FOR THE SUSPECT CYLINDER AND RE-EVALUATE THE CONCERN.

- REPAIR 08/03/2012 05:02PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**  
CHECK ENGINE LIGHT CAME ON AFTER CUSTOMER HAD VEHICLE FOR A FEW DAYS  
CODE P0430 REQUEST FSE HELP
- RECOMM 08/03/2012 05:02PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**  
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 05:02PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**  
THIS CONTACT IS BEING ESCALATED DUE TO THE NUMBER OF CONTACTS, NUMBER OF REPAIR ATTEMPTS, AND TIME VEHICLE HAS BEEN DOWN. TECHNICIAN CLAIMS

CUSTOMER IS SEEKING BUY BACK. 105574612

**REPAIR 08/03/2012 05:22PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE**

CHECK ENGINE LIGHT CAME ON AFTER CUSTOMER HAD VEHICLE FOR A FEW DAYS  
CODE P0430 REQUEST FSE HELP

**RECOMM 08/03/2012 05:22PM ADAM HEBERT MSS - FCSD - TECH SVC HOTLINE**

KENNETH, 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 08/06/2012 04:16PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

AN OBC WAS MADE TO THE DEALER TO DISCUSS THIS CONCERN WITH KEN. HE  
STATES THAT DAN YUROWSKI HAS ALREADY LOOKED AT THIS VEHICLE ONCE FOR  
THIS CONCERN. HIS LOCAL AREA HAS BEEN HAVING SIGNIFICANT AMOUNTS OF  
HEAVY RAIN AND THE CUSTOMER CONCERN OCCURS AFTER DRIVING LONGER  
DISTANCES ON THE HIGHWAY AND THEN ATTEMPTING TO PASS ANOTHER VEHICLE.

**RECOMM 08/06/2012 04:16PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**

KEN, NOT ALL F-150 GTDI MISFIRES ARE RELATED TO MOISTURE BUILD-UP IN  
THE CHARGE AIR COOLER. THERE ARE STILL ISOLATED CASES WHERE UNDER THE  
RIGHT CONDITIONS, CONDENSATION WILL BUILD AND CAUSE MISFIRES. IT WILL  
NEED TO BE DETERMINED IF THE MISFIRE IS AN ACTUAL CONDENSATION RELATED  
OR COMPONENT RELATED CONCERN. IF THE CONCERN CAN BE DUPLICATED  
DURING A ROAD TEST ON A REGULAR BASIS, THEN IT IS MOST LIKELY NOT A  
CONDENSATION CONCERN. IT IS RECOMMENDED 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,  
TQ\_CNTRL, TR, VPWR, VREF, VSS. IF A RECORDING CAN BE OBTAINED OF  
THIS CONCERN OCCURRING, UPLOAD TO THE HOTLINE SERVER USING THE  
FOLLOWING METHOD: NAME THE RECORDINGS AND SAVE THE SESSION LOCATE  
THE PREVIOUS SESSIONS MENU AND HIGHLIGHT THE SAVED SESSION LOCATE AND

SELECT THE THREE COMPUTERS ICON ON THE RIGHT SIDE OF THE SCREEN. THIS WILL UPLOAD THE SESSION TO THE HOTLINE SERVER. VERIFY THAT THE P&A CODE IN YOUR IDS IS CORRECT, LOCATED IN THE SYSTEM UTILITIES MENU (POCKET KNIFE) UNDER 'SET DEALER INFORMATION. AFTER UPLOADING THIS RECORDING, UPDATE THIS ONLINE FORM TO LET US KNOW. IF THE MISFIRE/S CAN BE ISOLATED TO A SPECIFIC CYLINDER SWAP THE IGNITION COMPONENTS (SPARK PLUG AND IGNITION COIL) WITH A KNOWN GOOD CYLINDER. IF THE MISFIRE FOLLOWS THE COMPONENT SWAP, REPLACE THE FAULTY COMPONENT AND RETEST. IF THE MISFIRE DOES NOT FOLLOW THE COMPONENT SWAP, PERFORM A RELATIVE COMPRESSION TEST. IF ANY RELATIVE COMPRESSION ISSUES ARE NOTED, PLEASE PERFORM A MANUAL COMPRESSION TEST TO FURTHER ISOLATE THE CASE OF THIS CONCERN. IF NO COMPRESSION ISSUES ARE NOTED, INSPECT THE FUEL QUALITY OF THIS VEHICLE. IF ANY FUEL QUALITY ISSUES ARE NOTED, PLEASE DRAIN THE FUEL TANK, AND FILL THE VEHICLE WITH KNOWN GOOD FRESH FUEL. PLEASE RETEST FOR THIS CONCERN. IF NO FUEL QUALITY ISSUES ARE PRESENT, PERFORM A HIGH PRESSURE FUEL SYSTEM TEST WITH THE IDS. IF THE TEST INDICATES A CONCERN WITH AN INJECTOR, REPLACE THE DAMAGED FUEL INJECTOR ON THE MISFIRING CYLINDER, AND RETEST FOR THIS CONCERN. IF THE CONCERN CAN ONLY BE DUPLICATED UNDER EXTENDED DRIVING, EXTREMELY HUMID OR RAINING CONDITIONS AND THEN A HARD ACCELERATION EVENT, THEN IT IS MOST LIKELY DUE TO CAC CONDENSATION. 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 BODY, 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. ENGINEERING IS IN THE PROCESS OF VALIDATED A REPAIR FIX FOR THIS CONCERN, BUT NO RELEASE DATE HAS BEEN PROVIDED. PLEASE CONTINUE TO MONITOR OASIS FOR UPDATES.

**REPAIR 09/11/2012 11:38AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE**  
WEB FORM DATA - CONCERN: CUSTOMER HAS CHECK ENGINE LIGHT ON CONSTANT CODE P0430 DIAGNOSTICS: REPLACE CATS AS PER TSB 12-6-4 PARTS REPLACED: LEFT AND RIGHT CATALYTIC CONVERTERS INSTALL DEFLECTOR AND REPROGRAM TECH QUESTION: ANY UPDATES ON CONCERN

Download Options

**RECOMM 09/11/2012 11:38AM DAVID CHATFIELD MSS - FCSD - TECH SVC HOTLINE**  
KENNETH, AT THIS TIME, THERE IS NO NEW INFORMATION TO INFORM YOU OF. ENGINEERING IS IN THE PROCESS OF VALIDATED FIX INFORMATION AND REPAIR DIRECTION IS ANTICIPATED SOON. OASIS WILL REFLECT REPAIR DIRECTION ONCE IT BECOMES AVAILABLE.

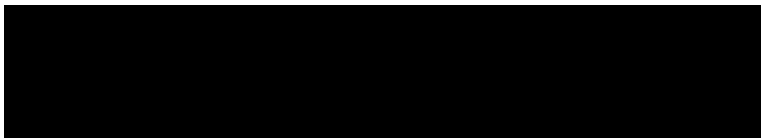
Folder Number: \_\_\_\_\_ **File Report To This Folder** **File Report To A Folder**

**Add Comments** **Previous** **Next** **Save** **Mail Report**

**Requester:** DALBANIC  
Report Summary  
**Server:** ECCWS686

**Ford Proprietary, Private**

26-Nov-2012  
**Retention:** None



EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2742 GRAND AVENUE, 2ND FLOOR, BELLMORE, NY 11710

12 JUN 12 11 54

TEL: (516) 203-4001  
FAX: (516) 740-3104  
[ekrukas@lemonfreedom.com](mailto:ekrukas@lemonfreedom.com)

June 8, 2012

Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

RECEIVED

Attn: Legal Department

JUN 13 2012

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

Our Client(s): [REDACTED]  
Vehicle: 2011 Ford F150  
VIN: 1FTFW1EF2BK [REDACTED]  
Our Case Number: [REDACTED]

JUN 14 2012

OFFICE OF THE  
GENERAL COUNSEL

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnusson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

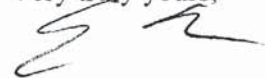
Persistent hesitation/vibration concern;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,



Eugene Kruk, Esq.  
Enc.

# HEMPSTEAD FORD LINCOLN MERCURY 1955

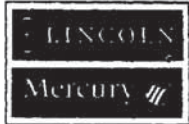
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS811955

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

0101LICS811955

CELL: [REDACTED]

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 6094</b>	INVOICE DATE <b>07/13/11</b>	INVOICE NO. <b>LICS811955</b>
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>6,641</b>	COLOR <b>LIZZ/PALE A</b>
[REDACTED]	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY [REDACTED]	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>07/13/11</b>	
[REDACTED]	BUSINESS PHONE	COMMENTS		

MO: 6642

**JOB# 1 CHARGES**

LABOR  
**J# 1 17LIZOALF OWN ADVANTAGE LOF TECH(S):0164 INTERNAL**  
 PERFORM FREE OWNERS ADVANTAGE OIL AND FILTER CHANGE  
 TOP OFF ALL FLUIDS PERFORM MULTI POINT INSPECTION  
 PERFORM OWNERS ADVANTAGE OIL CHANGE  
 COMPLETED

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
	1		FL-500-S	FILTER ASY - O	INTERNAL
	7		OIL	SEMI/SYN BLEND	INTERNAL
TOTAL - PARTS					0.00

**JOB# 1 TOTALS** .....  
**JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL** 0.00

**JOB# 2 CHARGES**

LABOR  
**J# 2 11LIZCKTRANS CHECK TRANS TECH(S):0164 INTERNAL**  
 CUSTOMER STATES CHECK TRANSMISSION  
 DELAYS INTO REVERSE  
 OPERATING NORMAL AND NO DTC'S IN SYSTEM  
 HOOK UP IDS AND TEST FOR ANY DTC'S. INSPECT AND CK FLUID LEV  
 EL. ACCESS OASIS FOR ANY SSM'S. NONE.

**JOB# 2 TOTALS** .....  
**JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL** 0.00

**JOB# 3 CHARGES**

LABOR  
**J# 3 24LIZ-99P MULTI-POINT INSPECT TECH(S):0164 INTERNAL**  
 PERFORM MULTIPPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT  
 COMPLETED

**JOB# 3 TOTALS** .....  
**JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL** 0.00

**JOB# 4 CHARGES**

LABOR  
**J# 4+24LIZGBATT BATTERY GOOD TECH(S):0164 INTERNAL**  
 Added Operation (STEVENK @ 07/13/2011 08:25)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

**JOB# 4 TOTALS** .....  
**JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL** 0.00

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company ENWTRIVE C24478 Q (1/10)

# HEMPSTEAD FORD LINCOLN MERCURY 1955

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



NEW CARS (516) 483-7200  
USED CARS (516) 483-5820



SERVICE (516) 483-7750  
PARTS (516) 483-6873



LICS811955

Established in 1929. The kind of dealer every car should come with.

Since we are open 24/7 at www.Hempsteadflm.com

0101ILICS811955

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 6094</b>	INVOICE DATE <b>07/13/11</b>	CELL: [REDACTED]	INVOICE NO. <b>LICS811955</b>
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>6,641</b>	COLOR <b>LIZZ/PALE A</b>	STOCK NO. <b>6385</b>
<b>HICKSVILLE, NY</b>	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>07/13/11</b>		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	<b>MO: 6642</b>		

**JOB# 5 CHARGES**-----

LABOR-----  
**J# 5+24LIZGBK BRAKES GOOD TECH(S):0164 INTERNAL**  
 Added Operation (STEVENK @ 07/13/2011 08:25)  
 ON OCM INSP BRAKE LININGS FOUND GOOD  
 BRAKE PADS ARE 7/32" OR GREATER

**JOB# 5 TOTALS**-----

**JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00**

**JOB# 6 CHARGES**-----

LABOR-----  
**J# 6+24LIZGTIRE TIRES GOOD TECH(S):0164 INTERNAL**  
 Added Operation (STEVENK @ 07/13/2011 08:25)  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

**JOB# 6 TOTALS**-----

**JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00**

**TOTALS**-----

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 07/13/2011 / 6642 MI 27LI5CAR 5,000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INITIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR\*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVAR \*  
 \*\*\*\*\*

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X

*Thank you  
for this opportunity to serve you.*

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

CUSTOMER SIGNATURE \_\_\_\_\_

The Reynolds and Reynolds Company ERANTHIVE C0214176.0 (1/11)

# HEMPSTEAD FORD LINCOLN MERCURY 4520



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS814520

*Established in 1929. The kind of dealer every car should come with.*

ence we are open 24/7 at [www.Hempsteadfm.com](http://www.Hempsteadfm.com)

0101ILICS814520

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 4670</b>	INVOICE DATE <b>09/19/11</b>	INVOICE NO. <b>LICS814520</b>
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>12,466</b>	COLOR <b>LIZZ/PALE A</b>
	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>		DELIVERY DATE <b>04/04/11</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K</b>		DELIVERY MILES <b>38</b>	
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE <b>08/30/11</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 12467	

JOB# 1 CHARGES-----  
 LABOR-----  
 J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S):0967 INTERNAL  
 PERFORM MULTIPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT COMPLETED

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

JOB# 2 CHARGES-----  
 LABOR-----  
 J# 2 10LIZCKTRANS CHECK TRANSMISSION TECH(S):0967 WARRANTY  
 CUSTOMER STATES WHEN ACCELERATING SLOWLY FROM STOP FEELS  
 SLIPPING SEE ATTACHED NOTE  
 PCM/TCM PERFORMED DIAG ROADTEST WITH CUSTOMER CHECKED FOR CODES NONE  
 RAN OASIS CLEARED KAM REPROGRAMED PCM/TCM ROAD TEST WITH  
 CUSTOMER OK

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

JOB# 3 CHARGES-----  
 LABOR-----  
 J# 3 06LIZ ELECTRICAL TECH(S):0967 WARRANTY  
 CUSTOMER STATES DEFROST BUTTON DOES NOT LIGHT  
 BAD CONTROL HEAD  
 PERFORMED DIAG CHECKED FOR CODES NONE CHECKED DEFROSTER  
 RELAY OK CHECKED POWER AND GROUND TO CONTROL HEAD OK REPLAC  
 E CONTROL HEAD RECHECK OK

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 BL3Z-19980-X CONTROL WARRANTY 0.00  
 TOTAL - PARTS

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

JOB# 4 CHARGES-----  
 LABOR-----  
 J# 4+15LIMRENTAL MERCURY RENTAL TECH(S):999 WARRANTY  
 Added Operation (STEVENK @ 09/14/2011 16:34)  
 MERCURY CUSTOMER REQUESTS RENTAL VEHICLE \$30 A DAY ONLY  
 RENTAL VEHICLE RETURNED  
 DATE/DOC #/TYPE OF VEHICLE & VIN/AMOUNT OF DAYS/AMOUNT \$:

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
 218324 304951 09/19/11 LOANERDOC# 304951 WARRANTY 0.00  
 TOTAL - SUBLET

N.Y.S. REPAIR SHOP NO. 130 0012  
 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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.  
 LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.  
 ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED  
 REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO  
 I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.  
 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_  
 Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company ENRINTWVE CC214178.O (1/1/10)

# HEMPSTEAD FORD LINCOLN MERCURY 4520

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS814520

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadfilm.com](http://www.Hempsteadfilm.com)

0101ILICS814520

CELL: [REDACTED]

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 4670</b>	INVOICE DATE <b>09/19/11</b>	INVOICE NO. <b>LICS814520</b>
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>12,466</b>	COLOR <b>LIZZ/PALE A</b>
[REDACTED]	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/30/11</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	<b>MO: 12467</b>	

JOB# 4 TOTALS-----				JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00	
JOB# 5 CHARGES-----				JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00	
LABOR-----					
J# 5+06LIZLIGHT	LIGHTING/LAMPS	TECH(S):0967	WARRANTY		
Added Operation (STEVENK @ 09/19/2011 09:09)					
ADD ON CUSTOMER STATES N O INTERIOR LIGHTS					
PERFORMED DIAG VERIFIED CONCERN CHECKED FUSES OK CHECKED					
FOR CODES FOUND CODE B106F PERFORMED PINPOINT TESTS FOUND					
DEFECTIVE SJB REPLACED PERFORMED PROGRAMING OK					
PARTS-----	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	BL3Z-15604-A	MODULE - DOOR		WARRANTY
	1	164-R8040	PATS KEY		WARRANTY
				TOTAL - PARTS	0.00
JOB# 5 TOTALS-----				JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00	
JOB# 6 CHARGES-----				JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00	
LABOR-----					
J# 6+24LIZGBATT	BATTERY GOOD	TECH(S):0967	INTERNAL		
Added Operation (STEVENK @ 09/19/2011 14:27)					
BATTERY TESTED GOOD AT THIS TIME					
BATTERY TESTED GOOD AT THIS TIME					
BATTERY TESTED GOOD AT THIS TIME					
JOB# 6 TOTALS-----				JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00	
JOB# 7 CHARGES-----				JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00	
LABOR-----					
J# 7+24LIZGBK	BRAKES GOOD	TECH(S):0967	INTERNAL		
Added Operation (STEVENK @ 09/19/2011 14:27)					
ON OCM INSP BRAKE LININGS FOUND GOOD					
BRAKE PADS ARE 7/32" OR GREATER					
JOB# 7 TOTALS-----				JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00	
JOB# 8 CHARGES-----				JOB# 8 JOURNAL PREFIX LICS JOB# 8 TOTAL 0.00	
LABOR-----					
J# 8+24LIZGTIRE	TIRES GOOD	TECH(S):0967	INTERNAL		
Added Operation (STEVENK @ 09/19/2011 14:27)					
TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"					
JOB# 8 TOTALS-----				JOB# 8 JOURNAL PREFIX LICS JOB# 8 TOTAL 0.00	

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
for this opportunity to serve you.

The Reynolds and Reynolds Company EPM/MTW/E CC214179 G (11/10)



# HEMPSTEAD FORD LINCOLN MERCURY 4520

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



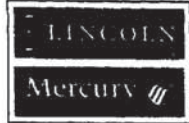
NEW CARS  
(516) 483-7200

USED CARS  
(516) 483-5820



SERVICE  
(516) 483-7750

PARTS  
(516) 483-6873



LICS814520

Established in 1929. The kind of dealer every car should come with.

Since we are open 24/7 at www.Hempsteadflm.com

0101ILICS814520

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 4670</b>	INVOICE DATE <b>09/19/11</b>	INVOICE NO. <b>LICS814520</b>
[REDACTED] <b>HICKSVILLE, NY</b> [REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	MILEAGE <b>12,466</b>	COLOR <b>LIZZ/PALE A</b>
	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	STOCK NO. <b>6385</b>
	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K</b>	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE	COMMENTS	R. O. DATE <b>08/30/11</b>	

MO: 12467

COMMENTS-----  
DROP

TOTALS-----

\*\*\*\*\*  
\* NEXT RECOMMENDED SERVICE:  
\* 08/30/2011 / 12467 MI 27LI10CAR 10,000 MILE SERVICE \*  
\*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
[ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB  
CASHIER INTIALS [ ]  
\*\*\*\*\*

\*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
\*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
\*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
\*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
\*CAN NOT ASSESS THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
\*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
\* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVER \*  
\*\*\*\*\*

CUSTOMER SIGNATURE \_\_\_\_\_

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

N.Y.S. REPAIR SHOP NO. 130 0012  
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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.  
LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.  
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED  
REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO  
I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.  
CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_  
  
*Thank you  
for this opportunity to serve you.*

The Reynolds and Reynolds Company - ERP/INTRA - CC21478 Q (11/1/0)

# HEMPSTEAD FORD LINCOLN MERCURY 5967

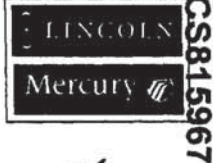
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS815967

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

0101ILICS815967

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 3941</b>	INVOICE DATE <b>11/04/11</b>	CELL: [REDACTED]
[REDACTED]	LICENSE NO. [REDACTED]	MILEAGE <b>13,894</b>	COLOR <b>LTZZ/PALE A</b>	STOCK NO. <b>6385</b>
[REDACTED]	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1FTFW1EF2BK</b>	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O.	R.O. DATE <b>09/26/11</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 13896

**JOB# 1 CHARGES**

LABOR  
**J# 1 24LIZ-99P MULTI-POINT INSPECT TECH(S):0967 INTERNAL**  
 PERFORM MULTIPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT COMPLETED

**JOB# 1 TOTALS** .....  
**JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00**

**JOB# 2 CHARGES**

LABOR  
**J# 2 10LIZ FRT WHEEL TRANSMISSI TECH(S):0967 WARRANTY**  
 CUSTOMER STATES TRANSMISSION HESITATES ON ACCEL SEE HISTORY MUST ROADTEST WITH TECH.  
 PERFORMED DIAG VERIFY CONCERN TRUCK HAS SPRING WIND UP CALLED HOTLINE TRYED SHINING PINION ANGLE 3 TIMES HELPED SOME CALLED HOTLINE BACK THEY SAID REPLACE REAR SPRINGS REMOVED FUEL TANK AND EXHAUST TO ACCESS SPRING BOLTS REPLACED SPRINGS RETEST OK  
 E

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	9L3Z-4C088-FB	KIT - REAR AXL		WARRANTY
	3	E0TZ-4A209-A	SHIM		WARRANTY
	4	-W711116-S439	BOLT		WARRANTY
	4	9L3Z-5705-C	U-BOLT		WARRANTY
	8	-W520215-S441	NUT - HEX. - F		WARRANTY
	2	9L3Z-5598-B	SPACER		WARRANTY
	2	9L3Z-5560-J	SPRING - REAR		WARRANTY
				<b>TOTAL - PARTS</b>	<b>0.00</b>

**JOB# 2 TOTALS** .....  
**JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00**

**JOB# 3 CHARGES**

LABOR  
**J# 3 15LIMRENTAL MERCURY RENTAL TECH(S):0967 WARRANTY**  
 MERCURY CUSTOMER REQUESTS RENTAL VEHICLE \$30 A DAY ONLY  
 RENTAL VEHICLE RETURNED  
 DATE/DOC #/TYPE OF VEHICLE & VIN/AMOUNT OF DAYS/AMOUNT \$:

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	WARRANTY
	218937	305426	11/03/11	LOANERDOC305426	WARRANTY
	218977	306893	11/04/11	LOANER 306893	WARRANTY
				<b>TOTAL - SUBLET</b>	<b>0.00</b>

**JOB# 3 TOTALS** .....  
**JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00**

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company ERM/MTW/E CCR14178 G (1/11/10)

# HEMPSTEAD FORD LINCOLN MERCURY 5967

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS815967

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

0101ILICS815967

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 3941</b>	INVOICE DATE <b>11/04/11</b>	CELL <b>LICS815967</b>
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>13,894</b>	COLOR <b>LTZZ/PALE A</b>
	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>		DELIVERY DATE <b>04/04/11</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1FTFW1EF2BK</b>		SELLING DEALER NO.	DELIVERY MILES <b>38</b>
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>09/26/11</b>	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 13896

**JOB# 4 CHARGES**-----

LABOR-----  
**J# 4+24LIZGBATT BATTERY GOOD** TECH(S):0967 INTERNAL  
 Added Operation (STEVENK @ 11/04/2011 10:27)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

**JOB# 4 TOTALS**-----

**JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL** 0.00

**JOB# 5 CHARGES**-----

LABOR-----  
**J# 5+24LIZGBK BRAKES GOOD** TECH(S):0967 INTERNAL  
 Added Operation (STEVENK @ 11/04/2011 10:27)  
 ON QCM INSP BRAKE LININGS FOUND GOOD  
 BRAKE PADS ARE 7/32" OR GREATER

**JOB# 5 TOTALS**-----

**JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL** 0.00

**JOB# 6 CHARGES**-----

LABOR-----  
**J# 6+24LIZGTIRE TIRES GOOD** TECH(S):0967 INTERNAL  
 Added Operation (STEVENK @ 11/04/2011 10:27)  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

**JOB# 6 TOTALS**-----

**JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL** 0.00

COMMENTS-----  
 DROPOFF/LOANER OR RENTAL SURVEY

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company, ERM/NTNIVE, C0214176.0, (11/10)

# HEMPSTEAD FORD LINCOLN MERCURY 5967



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS815967

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

0101LIC815967

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052 3941</b>	INVOICE DATE <b>11/04/11</b>	CELL: [REDACTED]
[REDACTED]	LABOR RATE <b>120.00</b>	LICENSE NO. [REDACTED]	COLOR <b>LTZ7/PALE A</b>	STOCK NO. <b>6385</b>
[REDACTED]	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	MILEAGE <b>13,894</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>
HICKSVILLE, NY [REDACTED]	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K [REDACTED]</b>	F.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R. O. DATE <b>09/26/11</b>	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	<b>MO: 13896</b>	

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 10/03/2011 / 15000 MI 27LI15CAR 15.000 MILE SERVICE \*  
 \*\*\*\*\*

[ ] CASH [ ] CHECK CK# [ ] [ ] CHARGE  
 [ ] AMEX [ ] MASTER CARD [ ] VISA [ ] DINERS CLUB

CASHIER INTIALS [ ]

\*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7750 EXT.101 AND ASK FOR OLIVER CZAVAR \*  
 \*\*\*\*\*

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

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

**TOTAL INVOICE \$ 0.00**

CUSTOMER SIGNATURE \_\_\_\_\_

X \_\_\_\_\_

*Thank you  
for this opportunity to serve you.*

The Reynolds and Reynolds Company EPAMTINVE CC214178 0 (1/11/0)

# HEMPSTEAD FORD LINCOLN MERCURY 328



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



LICS823328

*Established in 1929. The kind of dealer every car should come with.*

ience we are open 24/7 at [www.Hempsteadfm.com](http://www.Hempsteadfm.com)

0101ILICS823328

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLEINER</b>	TAG NO. <b>9052</b>	INVOICE DATE <b>03/05/12</b>	CELL <b>LICS823328</b>
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>22,049</b>	COLOR <b>LIZZ/PALE A</b>
	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>		DELIVERY DATE <b>04/04/11</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1 F T F W 1 E F 2 B K</b>		DELIVERY MILES <b>38</b>	
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE <b>02/21/12</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 22050	

**JOB# 1 CHARGES**

LABOR  
**J# 1 15L** RENTAL MERCURY RENTAL TECH(S):999 WARRANTY  
 MERCURY CUSTOMER REQUESTS RENTAL VEHICLE \$30 A DAY ONLY  
 RENTAL VEHICLE RETURNED  
 DATE/DOC #/TYPE OF VEHICLE & VIN/AMOUNT OF DAYS/AMOUNT \$:

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	WARRANTY
	220053	310779	03/05/12	LOANER 310779		
	220204	311240	03/05/12	LOANER 311240		
TOTAL - SUBLET						0.00

**JOB# 1 TOTALS** -----  
**JOB# 2 CHARGES** -----  
 JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

LABOR  
**J# 2 08LIZ** DRIVEABILITY TECH(S):0967 WARRANTY  
 CUSTOMER STATES FEELS VIBRATION AS TAKING OFF  
 FEELS SAME AS WHEN DRIVE ANGEL WAS ADDRESSED  
 -----SPW-----  
 PERFORMED DIAG CALLED HOTLINE THEY TOLD US TO REPLACE  
 SPRINGS AGAIN WITH A DIFFERENT PART NUMBER REPLACED  
 SPRINGS RETEST OK  
 PART NUMBER SUPPLIED BY HOTLINE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	2	CL3Z-5560-B	SPRING - REAR			
TOTAL - PARTS						0.00

**JOB# 2 TOTALS** -----  
**JOB# 3 CHARGES** -----  
 JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

LABOR  
**J# 3 24LIZ-99P** MULTI-POINT INSPECT TECH(S):0967 INTERNAL  
 PERFORM MULTIPOINT INSP AS PER CHECKLIST  
 CHECK ALL AREAS & REPORT COMPLETED

**JOB# 3 TOTALS** -----

**JOB# 4 CHARGES** -----  
 JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

LABOR  
**J# 4+05LIZ** NOISE, VIBRAT, HARSHNE TECH(S):0967 WARRANTY  
 Added Operation (STEVENK @ 03/05/2012 07:09)  
 CUSTOMER STATES THUMP IN PICKUP BED ON TURNS  
 PERFORMED DIAG ROADTEST NO NOISE FOUND NEED TO TEST WITH  
 CUSTOMER

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO, NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

Thank you  
 for this opportunity to serve you.

The Reynolds and Reynolds Company, EMARTINE, C231478 Q (1/10)

# HEMPSTEAD FORD LINCOLN MERCURY 3328

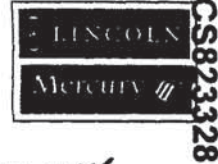
301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)



0101LIC823328

LIC823328

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLETNER</b>	TAG NO. <b>9052 1154</b>	INVOICE DATE <b>03/05/12</b>	CELL: <b>LIC823328</b>
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>22,049</b>	COLOR <b>T7Z/PALE A</b>
	YEAR / MAKE / MODEL <b>11 / FORD TRUCK / F-150 SERIES / SUPERCREW</b>		DELIVERY DATE <b>04/04/11</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1 F T E W 1 E F 2 B K</b>		SELLING DEALER NO.	DELIVERY MILES <b>38</b>
	P.T.E. NO.	P.C. NO.	R.O. DATE <b>02/21/12</b>	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 22050

**JOB# 4 TOTALS** -----

**JOB# 4 JOURNAL PREFIX LIC8 JOB# 4 TOTAL 0.00**

**LABOR** -----

**J# 5+24LIZGBATT BATTERY GOOD TECH(S):0967 INTERNAL**

Added Operation (STEVENK @ 03/05/2012 14:25)  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME  
 BATTERY TESTED GOOD AT THIS TIME

**JOB# 5 TOTALS** -----

**JOB# 5 JOURNAL PREFIX LIC8 JOB# 5 TOTAL 0.00**

**LABOR** -----

**J# 6+24LIZGBK BRAKES GOOD TECH(S):0967 INTERNAL**

Added Operation (STEVENK @ 03/05/2012 14:25)  
 ON OCM INSP BRAKE LININGS FOUND GOOD  
 BRAKE PADS ARE 7/32" OR GREATER

**JOB# 6 TOTALS** -----

**JOB# 6 JOURNAL PREFIX LIC8 JOB# 6 TOTAL 0.00**

**LABOR** -----

**J# 7+24LIZGTIRE TIRES GOOD TECH(S):0967 INTERNAL**

Added Operation (STEVENK @ 03/05/2012 14:25)  
 TIRES ARE GOOD, TREAD IS GREATER THAN 7/32"

**JOB# 7 TOTALS** -----

**JOB# 7 JOURNAL PREFIX LIC8 JOB# 7 TOTAL 0.00**

N.Y.S. REPAIR SHOP NO. 130 0012

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.

I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

*Thank you  
for this opportunity to serve you.*

The Reynolds and Reynolds Company ERANTIVE 00214178 Q (11/10)

# HEMPSTEAD FORD LINCOLN MERCURY 328

301 N. Franklin St. Hempstead, L.I., N.Y. 11550-0490



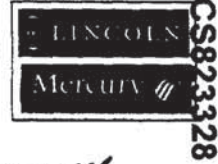
**NEW CARS**  
(516) 483-7200

**USED CARS**  
(516) 483-5820



**SERVICE**  
(516) 483-7750

**PARTS**  
(516) 483-6873



LICS823328

*Established in 1929. The kind of dealer every car should come with.*

Since we are open 24/7 at [www.Hempsteadflm.com](http://www.Hempsteadflm.com)

0101ILICS823328

CUSTOMER NO. <b>161783</b>	ADVISOR <b>STEVEN KLETNER</b>	TAG NO. <b>9052 1154</b>	INVOICE DATE <b>03/05/12</b>	CELL: <b>LICS823328</b>
	LABOR RATE <b>120.00</b>	LICENSE NO.	MILEAGE <b>22,049</b>	COLOR <b>L1ZZ/PALE A</b>
	YEAR / MAKE / MODEL <b>11/FORD TRUCK/F-150 SERIES/SUPERCREW</b>	DELIVERY DATE <b>04/04/11</b>	DELIVERY MILES <b>38</b>	STOCK NO. <b>6385</b>
HICKSVILLE, NY	VEHICLE I.D. NO. <b>1FTFW1EF2BK</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>02/21/12</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	<b>MO: 22050</b>	

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 02/21/2012 / 22050 MI 27L120CAR 20,000 MILE SERVICE \*  
 \*\*\*\*\*  
 CASH  CHECK CK# [ ]  CHARGE  
 AMEX  MASTER CARD  VISA  DINERS CLUB  
 CASHIER INTIALS [ ]  
 \*\*\*\*\*  
 \*THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE !!! \*  
 \*WE AT HEMPSTEAD FORD LINCOLN MERCURY VALUE YOUR OPINION \*  
 \*AND INPUT. SOON YOU MAY RECEIVE A VERY IMPORTANT SURVEY \*  
 \*FROM YOUR VEHICLE'S MANUFACTURER. IF FOR ANY REASON YOU \*  
 \*CAN NOT ANSWER THAT YOU ARE COMPLETELY SATISFIED WITH YOUR \*  
 \*SERVICE EXPERIENCE YOU'VE HAD, PLEASE CALL US RIGHT AWAY \*  
 \* AT (516)483-7200 EXT.193 AND ASK FOR KIM \*  
 \*\*\*\*\*

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

**N.Y.S. REPAIR SHOP NO. 130 0012**

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER  YES  NO

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.  
 CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS.  
 I ACKNOWLEDGE RECEIPT OF THE REPAIRS AND LABOR LISTED.

X \_\_\_\_\_

*Thank you  
for this opportunity to serve you.*

The Reynolds and Reynolds Company ERM/HTM/ME C0214178-Q (1/1/0)

# HEMPSTEAD FORD LINCOLN MERCURY

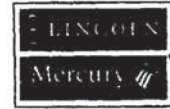
301 N. Franklin St. Hempstead, L.I., N.Y. 11551-0490



**NEW CARS** (516) 483-7200  
**USED CARS** (516) 483-5820



**SERVICE** (516) 483-7750  
**PARTS** (516) 483-6873



*Established in 1929. The kind of dealer every car should come with.*

**RECOMMENDED SERVICES**

For your convenience we are open 24/7 at [www.Hempsteadfilm.com](http://www.Hempsteadfilm.com)

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
27LI25CAR	25,000 MILE SERVICE	MI	51.95	27LIZ13P	COOLANT FLUSH	MI	141.95
27LIZ444P	FUEL INJECTION SERV	MI	149.95	27LI20CAR	20,000 MILE SERVICE	MI	171.95
27LI10CAR	10,000 MILE SERVICE	MI	171.95	27LI5CAR	5,000 MILE SERVICE	MI	51.95

**SERVICE HISTORY**

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
02/21/12	823328	22049	9052	999 0967 0967 0967 0967 0967	W W I W I I	15LIMRENTAL 08LIZ 24LIZ-99P 05LIZ 24LIZGBATT 24LIZGBK	MERCURY RENTAL DRIVEABILITY MULTI-POINT INSPECT NOISE, VIBRAT, HARSHNE BATTERY GOOD BRAKES GOOD

SALESPERSON NO. 46831 DOMINICK DERCOLE **S E R V I C E** STATE REG# R 1300012

VEHICLE I.D. NO. <b>1FTFW1EF2BK</b>	YEAR/MAKE/MODEL 11/FORD TRUCK/F-150 SERIES/SUPCRE	PRODUCTION DATE 6385	STOCK NO. 6385	LICENSE NO. [REDACTED]	R.O. NO. 828329
DATE OUT [REDACTED]	CUSTOMER NO. 161783	SERVICE CONTRACT	DELIVERY DATE 04/04/11	DELIVERY MILES 38	R.O. DATE 05/22/12
MILEAGE OUT [REDACTED]	HICKSVILLE, NY	COLOR LIZZ/PALE ADOBE K	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES
WAITING	BUSINESS PHONE	TURBO	MMAC LIZZ	AIR COND.	P.S.
TIME RECEIVED 09:14am	DATE/TIME PROMISED 05/24/12 08:00am	PRIORITY 2	LABOR RATE 120.00	MILEAGE 24,433	ADVISOR NO. 9052
APPOINTMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CELL: [REDACTED]	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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.			
THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT SELLER'S PLACE OF BUSINESS.		<b>ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.</b>			

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X \_\_\_\_\_

**COMMENTS :  
LOANER**

1 **W\*05LIZ** **NOISE, VIBRAT, HARSHNE**  
VIBRATION IN DRIVELINE

2 **W\*15LIMRENTAL** **MERCURY RENTAL**  
MERCURY CUSTOMER REQUESTS RENTAL VEHICLE \$30 A DAY ONLY

3 **I\* 24LIZ-99P** **MULTI-POINT INSPECT**  
PERFORM MULTIPPOINT INSP AS PER CHECKLIST

I HAVE REMOVED ALL PERSONAL EFFECTS INCLUDING TAPES, KEY CHAINS, ETC. THE DEALERSHIP WILL NOT BE RESPONSIBLE FOR THEIR LOSS.

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION AND DOES NOT COVER ADDITIONAL PARTS AND LABOR.

ORIGINAL ESTIMATE (PARTS AND LABOR) \$

ADDITIONAL WORK	DATE	TIME
PARTS \$	CALLED BY	PHONE
LABOR \$	OK'D BY	
TOTAL \$		

SAVE PARTS FOR CUST.  YES  NO P & A CODE: 11208-2

WARRANTY PARTS  SCRAPPED

HEMPSTEAD LINCOLN-MERCURY D/B/A GARDEN CITY SAAB  
N.Y.S. REPAIR SHOP NO. R 130 0012

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR OR TRUCK 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 CAR OR TRUCK TO SECURE THE AMOUNT OF REPAIRS THERETO. NOT RESPONSIBLE FOR COURT AND LEGAL FEES TO RECOVER DAMAGES. STORAGE WILL BE CHARGED 24 HOURS AFTER REPAIRS ARE COMPLETED.

CASH OR ACCEPTED CREDIT CARDS ON ALL REPAIRS  
MINIMUM DIAGNOSTIC CHARGE 1/2 HR. LABOR

SIGNATURE X		
OIL QTS.	REAR END GREASE	ANTI-FREEZE
GAS GAL.	TRANS. FLUID	





GA

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.  
EXTENSION: 1012  
DIRECT DIAL: 678-781-1012  
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

July 9, 2012

RECEIVED  
JUL 12 2012

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: 2011 Ford F-150  
VIN: 1FTFW1ET3BF [REDACTED]  
Date of purchase: 07/09/11  
Our File No.: GA12-10130

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. **Excessive repair attempts.**

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.

You are hereby notified that if Ford Motor Company wishes to exercise its opportunity to cure pursuant to the Magnusson-Moss Warranty Act and/or the Uniform Commercial Code, such arrangements must be made through the undersigned and this law firm within a reasonable time from your receipt of this letter. If such arrangements are not made, it will be assumed that Ford Motor Company has waived their right to cure.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

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

Alex Simanovsky, Esq.  
Attorney at Law

AS/ld

CC: [REDACTED]

Detailed Vehicle Specification

VIN	1FTFW1ET3BF [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	22-MAY-11	Warranty Start Date	09-JUL-11	
Selling Dealer	121025	Selling Country	USA	

AWS Claim Key	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	Prefix	Base	Suffix	Doc
---------------	-----------------	-------------	------------	--------------	-------------	--------	------	--------	-----

Details	1009092	2	1.6	BILLY HOWELL FORD LINCOLN, INC.	8035	06-SEP-11	CYFS 12	Y3	052170A
---------	---------	---	-----	---------------------------------	------	-----------	---------	----	---------

**Customer Comments** AMBER CK ENGINE LITE WAS ON FLASHING SOUNDED LIKE RUNNING OVER RIPPLE STRIPS IN ROAD AT HWY SPEED ACCL HARD DOWN SHIFTS RPM'S HITS 5K AND STICKS THERE ADV

**Tech Comments** INOP ROAD TEST, FELT MISS/SKIP UNDER HEAVY ACCEL. EEC TEST P0300 IGNITION COIL STRESS TEST, NONE FAILED. POWER BALANCE H1,3,4 MISSED UNDER LOAD. REPLACED #1,3,4 SPARK PLUGS, RETEST DROVE, #5,6 MISSED UNDER LOAD. REPLACED #5,6 PLUGS, RE ROAD TEST, #2 SKIPPED UNDER LOAD, REPLACED #2 PLUG AND TEST DROVE OK. CLEAR CODES AND RETEST FINAL TEST OK

Details	1074383	3	1.9	GWINNETT PLACE FORD LINCOLN	8698	12-SEP-11	BL3Z 5E212	E	266782A
---------	---------	---	-----	-----------------------------	------	-----------	------------	---	---------

**Customer Comments** CUST STATES SERVICE LIGHT CAME ON

**Tech Comments** EEC TEST DCL MONITOR EXHAUST BACK PRESSURE TEST 12LBS AT 1500 RPM REPLACED BANK 2 CONVERTER RETEST OK

Details	1200867	3	1.4	BILLY HOWELL FORD LINCOLN, INC.	10466	26-SEP-11	NPF		052891A
---------	---------	---	-----	---------------------------------	-------	-----------	-----	--	---------

**Customer Comments** TRUCK HAS A MISS/SKIP ON HARD ACCL STICKS AT 5K RPM HAS SOME ENGINE TICK INTERMIT WHEN PUT IN REV OR DRIVE SHAKES ADV

**Tech Comments** DIANGNOSIS ROAD TEST, CND ANY ABNORMAL DRIVABILITY CONDITIONS. EEC TEST PASS, NO MISS/SKIP UNLER LIGHT OR HEAVY ACCEL, NO LACK OF POWER ON DOWN SHIFTING OR PASSING UNDER HEAVY LOAD. NO ABNORMAL NOISES HREAR, CK PRESSURE FUEL PUMP NOISE NORMAL

Details	2630848	8	.4	BILLY HOWELL FORD LINCOLN, INC.	26459	20-FEB-12	3W7Z 17603	AA	058204D
---------	---------	---	----	---------------------------------	-------	-----------	------------	----	---------

**Customer Comments** Customer States left side washer sprayer for windshield is loose sprays off angle advise

**Tech Comments** broken; replaced broken washer sprayer no stls available

Details	2884553	9	.4	MARSHAL MIZE FORD, INC.	29183	12-MAR-12	RECALEM		548596A
---------	---------	---	----	-------------------------	-------	-----------	---------	--	---------

**Customer Comments** C S VEHICLE IS BOGGING DOWN 50 MPH UNDER HARD PASSING ACCELERATION. CEL ON SEVERAL TIMES DURING THE DAY.

**Tech Comments** RECALEM 04 N P1000 P1000 P1000 WP TEST EEC PASS CODES REPROGRAM PCM PER TSB 12 02 10 CONCERN UNDER INVESTIGATION BY FORD

CUSTOMER #: 169754

548596

# MARSHAL MIZE FORD

\*ACCOUNTING\*

5348 Highway 153  
Chattanooga, TN 37343  
875-2023

CUMMING, GA

PAGE 1

HOME:

CONT: N/A

\*\* PRE-INVOICE \*\*

BUS:

CELL:

SERVICE ADVISOR: 1752 TONYA DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GREY	11	FORD F150 PICKUP	1FTFW1ET3BF		29183/29183	T0480	
DEL DATE	PRCD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN11 DD			WAIT 12MAR12		0.00	CASH	12MAR12
R.O. OPENED	READY	OPTIONS: DLR:00387 ENG:3.5_Liter_GTDI					

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	C/S	THAT VEHICLE IS BOGGING DOWN @ 50MPH UNDER HARD PASSING ACCELERATION. CEL ON SEVERAL TIMES DURING THE DAY.									
CAUSE: RECALEM 04 N P1000-P1000-P1000 WP TEST EEC PASS CODES REPROGRAM PCM PER TSB 12-02-10 CONCERN UNDER INVESTIGATION BY FORD											
1200210A CK DTC REPROGRAM PCM											
12 MCCUITION, MILES LIC#: 8979											
				WP	0.40	0.40	880	3759		37.59	37.59

FC: D02 04

PART#: RECALEM

COUNT: 0 0 TPARTS

CLAIM TYPE:

AUTH CODE:

8979

880 3759 TLABOR

29183 RECALEM 04 N P1000-P1000-P1000 WP TEST EEC PASS CODES

REPROGRAM PCM PER TSB 12-02-10 CONCERN UNDER INVESTIGATION BY FORD

THANK YOU! You may receive a survey from FORD MOTOR COMPANY.

Labor type charges are based on published estimates, not actual clock time

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
03-12-12	15:38	16:02	0.40	W	12	A	
ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
	3759	880			3759	*****	

COST, SALE, & COMP TOTALS 880 3759 0

REPLACED PARTS REQUESTED BY CUSTOMER

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. Any limitation contained herein does not apply where prohibited by law.

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

YES NO

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE  
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 any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you 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 thereof. In the event this contract is placed with an attorney for collection I agree to pay a reasonable attorney's fee and court cost.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

CUSTOMER'S SIGNATURE X

TELEPHONE NUMBERS:  
SALES 875-2023  
SERVICE 875-2058  
PARTS 870-4053  
RENTAL 875-0906

SERVICE HOURS  
7:30 AM - 8:00 PM MON. - FRI.  
8:00 AM - 5:00 PM SATURDAY

P & A CODE: 00387-8

ACCOUNTING

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	20085865
Status	Closed
Currently assigned to	MKOCHER3
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	<a href="mailto:lrudolp1@ford.com">lrudolp1@ford.com</a>
Technician Name	
Technician certified in relevant speciality	
Dealership Name	MARSHAL MIZE FORD, INC.
P&A Code	00387
Facing Region (SDR separate from Contact Regions)	S1 - ATLANTA
Geographic Region (SDR combined with Contact Region)	S1 - ATLANTA
FCSD Sales Zone	A04
FCSD Technical Zone	T09
VIN	1FTFW1ET3BF [REDACTED]
Vehicle year/model	2011 F-150
Vehicle mileage	29,183

Repair Order (R.O) #	
Customer Name	
Vehicle Down?	No
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE assistance needed for vehicle inspection. Customer complaints are engine, electrical, and engine light. Must be completed by 7/27/12. Contact LaShawn Rudolph at 313.845.2881 <a href="mailto:lrudolp1@ford.com">lrudolp1@ford.com</a> ---Updated By---MCOLFESC--07/19/2012 04:19:01 PM--
GCQIS Comments	
FSE Comments	Customer Lawyer not representing them any longer. OGC requested that the FRA be closed. - --Updated By---MKOCHER3--07/30/2012 04:24:30 PM--
Initial Contact Date	7/20/2012
Person Contacted	LaShawn Rudolph
Dealership visit planned?	N/A
Visit date, if planned	
Did Visit Occur?	N/A
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	0.5
Created by	MCOLFESC
Created date	07/19/2012 04:19:03 PM EST
Last Revised by	MKOCHER3
Last revised date	07/30/2012 04:24:31 PM EST

This e-mail notification has been generated by: MKOCHER3  
Thank you..



All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF[REDACTED] Year: 2011 Model: Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2011-07-09  
 Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS Secondary Phone:  
 Issue Type: 04 REGION Issue Status: OPEN  
 Initial Customer Contact: 07/09/2012

Action: FIELD - OPEN REGION ISSUE Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 00290 GREENE FORD COMPANY  
 Odometer: 41337 MI Comm Type: PHONE  
 Analyst Name: RACIK, HEATHER Analyst: HRACIK  
 Action Date: 07/09/2012 Action Time: 12.39.08.462 Action Data: No

Comments CSM HRACIK XT 77771 == OBC TO DLR S/M BLAIN == WE DISCUSSED THAT THE CONCERN HAS NOT BEEN CORRECTED BY TSB AND THEY ARE REQUESTING ASSISTANCE WITH THIS CASE == CSM HAS PREVIOUSLY REVIEWED FOR BUYBACK DUE TO MULTIPLE REPAIR ATTEMPTS, WHICH WAS DENIED == CSM ADVISED MR. MORRISON THAT I WILL CONTINUE TO WORK WITH HIM AND THE DEALER TO RESOLVE CONCERNS == HESITATION/STUMBLE , RUNS ROUGH ALL THE TIME == CSM AND DEALER REQUESTING FSE INVOLVEMENT DUE TO NUMBER OF REPAIR ATTEMPTS AND TIME FRAME THIS TRUCK HAS HAD THIS PROBLEM == TSB 12-6-4 DID NOT CORRECT PROBLEM == NHL IS INVOLVED BUT CUSTOMER HAD TO PICK UP TRUCK AS DLR WAS NOT ABLE TO PROVIDE HIM WITH WHAT HE NEEDED TO DO HIS WORK == CUSTOMER WILL RETURN VEHICLE WHEN ASKED

Action: TAR--FSE TECHNICAL ASSISTANCE REQUEST Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 00290 GREENE FORD COMPANY  
 Odometer: 41337 MI Comm Type: OUTBOUND CALL TO DEALER  
 Analyst Name: RACIK, HEATHER Analyst: HRACIK  
 Action Date: 07/09/2012 Action Time: 12.47.57.541 Action Data: Yes

Comments CSM HRACIK XT 77771 == REQUEST FOR FSE INVOLVEMENT DUE TO NUMBER OF REPAIR ATTEMPTS FOR ROUGH RUNNING ENGINE MISS

Data Element Name	Data Value
APPROVER'S CDSID:	SBASHIR5
APPROVER'S NAME:	BASHIR, SAYYED
DAYS OUT OF SERVICE:	10
NUMBER OF PRIOR REPAIR ATTEMPTS:	5
INFORMATION OBTAINED FROM:	AWS
PRIOR NHL REPORT #:	YES
BODY CONVERSION:	STOCK
VEHICLE LOCATION (P&A CODE):	00290
DEALER NAME:	GREENE FORD COMPANY
PHONE AT VEHICLE LOCATION:	770.532.5620
DEALER CONTACT:	BLAIN LATTY
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	CUSTOMER
DESCRIPTION OF VEHICLE CONCERN:	HARSH ENGINE MISS
STATE:	GEORGIA

Action: CREATE FOLLOW UP

**Dealer:** 00290 GREENE FORD COMPANY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 41337 MI **Comm Type:** OTHER  
**Analyst Name:** RACIK, HEATHER **Analyst:** HRACIK  
**Action Date:** 07/09/2012 **Action Time:** 12.48.40.648 **Action Data:** Yes

**Comments** CSM HRACIK XT 77771 == SETTING FOLLOW UP 7-12-2012 W DLR AND CUST

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-12-2012
TIME OF FOLLOW UP (HH:MM):	18:00

**Action:** TAR--SME APPROVAL/DENIAL **Origin Desc:** REGIONAL ESCALATION SPECIALIST  
**Dealer:** 00290 GREENE FORD COMPANY  
**Odometer:** 41337 MI **Comm Type:** OUTBOUND CALL TO DEALER  
**Analyst Name:** BASHIR, SAYYED **Analyst:** SBASHIR5  
**Action Date:** 07/09/2012 **Action Time:** 15.22.49.360 **Action Data:** Yes

**Comments** TECH SME ASAD - OBC TO SPEAK WITH SM BLAIN, SM STATES THAT HE WAS OUT ON FRIDAY AND WAS ATTEMPTING TO CONTACT CUSTOMER THURSDAY TO PUT HIM IN A RENTAL SO DEALER COULD CONTINUE DIAG, ADVISED THAT I WOULD FORWARD INFORMATION TO CSM AND TRY TO GET CUSTOMER BACK IN TO THE DEALERSHIP AND PROVIDE A LOANER, SM STATES THAT THE CONCERN WAS NOT AFFECTED BY THE RECALIBRATION AND CAC DEFLECTOR AND CAN BE DUPLICATED IN ANY CONDITION, DOES NOT REQUIRE EXTENDED DRIVE IN HIGH HUMIDITY ENVIRONMENT. SM AGREES TO FSE INSPECTION AND IS WILLING TO HELP CUSTOMER GET CONCERN ADDRESSED.

Data Element Name	Data Value
DOES TL/CRS AGREE TO TAR? (Y/N):	NO

**Action:** DOCUMENT ADDITIONAL INFORMATION **Origin Desc:** REGIONAL ESCALATION SPECIALIST  
**Dealer:** 00290 GREENE FORD COMPANY  
**Odometer:** 41337 MI **Comm Type:** INBOUND EMAIL-OTHER  
**Analyst Name:** BASHIR, SAYYED **Analyst:** SBASHIR5  
**Action Date:** 07/11/2012 **Action Time:** 08.38.58.735 **Action Data:** No

**Comments** TECH SME ASAD - REQUEST HAS BEEN ASSIGNED TO DDRIPPS

**Action:** TAR--SME APPROVAL/DENIAL **Origin Desc:** REGIONAL ESCALATION SPECIALIST  
**Dealer:** 00290 GREENE FORD COMPANY  
**Odometer:** 41337 MI **Comm Type:** INBOUND EMAIL-OTHER  
**Analyst Name:** BASHIR, SAYYED **Analyst:** SBASHIR5  
**Action Date:** 07/11/2012 **Action Time:** 08.39.56.200 **Action Data:** Yes

**Comments** TECH SME ASAD - REQUEST HAS BEEN ASSIGNED TO DDRIPPS

Data Element Name	Data Value
-------------------	------------

-----  
DOES TL/CRS AGREE TO TAR? (Y/N):

-----  
YES

---

Action: CREATE FOLLOW UP  
 Dealer: 00290 GREENE FORD COMPANY      Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 41337 MI      Comm Type: OTHER  
 Analyst Name: RACIK, HEATHER      Analyst: HRACIK  
 Action Date: 07/12/2012      Action Time: 09.58.17.512      Action Data: Yes

Comments CSM HRACIK XT 77771 == AS PER EMAIL FROM TECH SME WORKING WITH DLR AND FSE CUSTOMER IS SET TO BRING TRUCK INTO DEALER MONDAY 7-16-2012 == CSM WILL SET FOLLOWUP FOR WEDNESDAY 7-18-2012 BY 5 PM W DLR

Data Element Name	Data Value
----- DATE OF FOLLOW UP:	----- 07-18-2012
TIME OF FOLLOW UP (HH:MM):	18:00

---

Ford Confidential