

CURRENTLY AT THE DEALERSHIP.

TAR 05/10/2012 01:24PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: THE REPORT IS BEING OPENED FOR TECHNICAL ASSISTANCE
DUE TO THE CUSTOMER ACTIVELY SEEKING BUYBACK AS SUPPORTED BY COMMENTS
IN CUDL. THE CONCERN IS A REPEAT HESITATION OR LACK OF POWER ON
LIGHT ACCELERATION. THIS CONCERN IS CURRENTLY UNDER ENGINEERING
INVESTIGATION, AND THE CUSTOMER HAS BEEN MADE AWARE OF THIS FACT. THE
CUSTOMER DOES USE THIS VEHICLE FOR TOWING PURPOSES. IT IS EQUIPPED
WITH SLIGHTLY LARGER TIRES AND AIR HELPER SPRINGS ON THE BACK.
PLEASE ASSIST THE DEALER IN DETERMINING IF THERE ARE ANY FACTORS
THAT ARE IN PLAY BESIDES THE CONCERN THAT IS UNDER INVESTIGATION. ALSO
HELP THE DEALER TO AVOID A POSSIBLE BUYBACK
SITUATION. *****PLEASE NOTE***** IT APPEARS THAT THE VEHICLE
IS NOT CURRENTLY AT THE DEALERSHIP*****

[Download Options](#)

RECOMM 05/10/2012 01:24PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE

JAN, DUE TO THE CUSTOMER SEEKING BUYBACK FOR THIS CONCERN, WE HAVE
REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR
MARKET AREA. THE FSE SHOULD CONTACT YOU AND THE DEALERSHIP MANAGEMENT
WITHIN ONE (1) BUSINESS DAY TO DISCUSS FURTHER RECOMMENDATIONS AND
STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN. PLEASE
CONFIRM THAT THE FSE KNOWS THE VEHICLE IS NOT CURRENTLY AT THE DEALER.
ONCE AN APPOINTMENT HAS BEEN SET, PLEASE ADVISE THE CUSTOMER TO RETURN
THE VEHICLE TO THE DEALERSHIP IF NECESSARY.

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

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

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

Requester: LBINGHAM

Report Summary

Server: ECCWS686

Ford Proprietary, Private

14-May-2012

Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

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

[Download Options](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

Report Detail Section :

[View Details](#)

Attachments: 0

Report# : BL3AC003 NHL **Received:** 12/29/2011

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

Vehicle: 2011,F150 4X4 ,F150 ,SUP **Build Date:** 10/23/2011
 CRW,STYSD ,1FTFW1ET6BF [REDACTED]

Odometer : 3,055 M **Engine:** 3.5L-GTDI **Calibration:** BF613C0A

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

Dealer: USA 03527 Rehbein Ford, Inc. **Phone#:** (406) 826-3381

City: Plains **State:** Montana **Country :** USA

Originator: TODD LOGAN

Symptom: 4 49 2 39 ST/RN/MV,VIBRATION,MOVE/DRIVE,INTERMITTENT

Status:

VFG: V89 RIDE & HANDLING

Additional Symptom: SHUDDER ON ACCEL/TOWING

Fix: **Causal Component :**

Condition Code:

Hotliner: ADOUGHT3

Phone: 000 000-0000

Regn Cd: W5 Seattle

Engineering:

Phone:

TAR:

Dlr Contact: TODD LOGAN

Phone: 000 000-0000

Title Cde: SM

KOEO:

KOEC:

KOER:

Comments:

REPAIR 12/29/2011 07:26AM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:VEHICLE HAS HARSH SHUDDER/VIBRATION UNDER
INITIAL ACCELERATION IN STRAIGHT LINE, WORSE TOWING, GONE MOSTLY BY
ABOUT 10 MPH DIAGNOSTICS: CHECKED FOR TRANS FOF OBVIOUS ISSUES NONE
NOTED. CHECKED TSB/SSM FOR CONCERN, NOTED TSB 11-9-17, VEHICLE OUTSIDE
BUILD DATE. MEASURED DRIVELINE ANGLES, ABOUT 3 DEGREES DIFFERENCE
BETWEEN CARRIER BEARING U-JOINT AND REAR PINION. INSTALLED 2 DEGREE
SHIM AS TEST NO SIGNIFICANT DIFFERENCE NOTED PARTS
REPLACED:NONE TECH QUESTION:WHERE TO LOOK NEXT. FEELS LIKE
DRIVESHAFT RELATED, HIGH FREQUENCY VIBRATION FROM INITAL TAKE-OFF.
WHAT ELSE COULD I BE MISSING?

RECOMM 12/29/2011 07:26AM AARON DOUGHTY MSS - FCSD - TECH SVC HOTLINE
TODD,
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 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 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. IF YOU HAVE ANY OTHER QUESTIONS ON THE DIAGNOSIS OR REPAIR OF THIS VEHICLE, PLEASE CALL THE HOTLINE DIRECTLY USING THE CONTACT ID ATTACHED TO THIS REPORT. THANK YOU.

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

Requester: LBINGHAM
Report Summary
Server: ECCWS686

Ford Proprietary, Private

14-May-2012
Retention: None

All Action Details for Issue

[Print](#)

VIN: 1FTFW1EY6BF [REDACTED] Year: 2011 Model: F-SERIES Case: 1810220152
Name: [REDACTED] Owner Status: Original WSD: 2011-11-11
Symptom Desc: LOSS OF POWER CRUISE Primary Phone: [REDACTED]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 04/10/2012

Action: TIER II ESCALATION - BUYBACK
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: RASZIPOVITS (ARASZIPO),AMY Analyst: ARASZIPO
Action Date: 04/10/2012 Action Time: 13.31.58.506 Action Data: No

Comments CUSTOMER SAID: 2011 F150--WHILE DRIVING THE VEH WILL START SHAKING VIOLENTLY AND LOSES POWER--ONCE PULLED OVER THE VEH WILL STALL AND THE CEL FLASHES--AFTER LETTING THE VEH SIT THE VEH WILL RESTART--VEH HAS BEEN TO DLR MULTIPLE TIMES AND HAVE NOT BEEN ABLE TO DUPLICATE--ALSO VEH HAS LOSS OF POWER WHILE TOWING 5000 LBS--ALSO MISSING IN 6TH GEAR--DLR HAS REPLACED THE PCM AND REPROGRAMMED IT MULTIPLE TIMES--ISSUE STILL OCCURRING--LAST FRIDAY DLR CONTACTED FORD TECH HOTLINE AND THEY WERE ADVISED HOTLINE NOT SURE HOW TO REPAIR--DLR ADVISING CUST TO SEEK LEMON LAWDEALER SAID: VANCOUVER FORD INC6801 N.E. 40TH STREETVANCOUVER WA 98661(360) 992-7402--S/A IS KELLYCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.--ADVISED CUST AS ABOVE--CUST HAS VEH--CUST CONTACT [REDACTED]

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: DEALER
Odometer: 8200 MI Comm Type: VISIT
Analyst Name: TIM MCCARROLL Analyst: T-MCCARR
Action Date: 04/10/2012 Action Time: 18.27.06.468 Action Data: No

Comments WE HAVE NEVER BEEN ABLE TO VERIFY CUSTOMER CONCERN. AND DEALER DID NOT RECOMMENED CUSTOMER SEEK LEMON LAW ASSISTANCE. WE PERFORMED REPAIRS AS RECOMMENDED BY T.S.B'S AND FORD HOTLINE.

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/11/2012 Action Time: 20.03.52.134 Action Data: Yes

Comments - CSM WENDY X77810 - OBC TO CUST [REDACTED] ADVISED HIM THAT I WOULD BE GETTING THE PAPERWORK TOGETHER, 7-10 DAYS TO ACCOMPLISH THIS - CUST PURCHASED IN MONTANA, VEH IS REGISTERED IN WASHINGTON - CSM IS F/U FOR 4/20 FOR PAPERWORK TOGETHER CK

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-12-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: CREATE FOLLOW UP

Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/12/2012 Action Time: 19.34.13.694 Action Data: Yes

Comments - CSM WENDY X77810 - OBC TO DLR, SPK WITH PSD BRUCE, ADVISED THAT I WOULD NEED THE ACCT;G COPIES OF ANY PAPERWORK RELATED TO THIS VEH - CSM WILL F/U ON 4/18 FOR THIS -

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-18-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/12/2012 Action Time: 19.37.51.648 Action Data: No

Comments OBC TO REHBEIN FORD - [REDACTED] SM JOE ASKING FOR THE SAME.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/13/2012 Action Time: 13.50.16.228 Action Data: No

Comments - CSM WENDY HAS RECEIVED THE PAPERWORK FROM REHBEIN FORD; OBC TO SM TIM AT VANCOUVER FORD ASKING FOR THE SAME THING - CSM ALREADY HAS F.U SET FOR TUES - 4/17

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/17/2012 Action Time: 11.42.13.762 Action Data: Yes

Comments - CSM WENDY X77810 - HAVE ALMOST ALL THE PACKET TOGETHER - EMAILED SM TIM THIS A.M. REQUESTING THE NEEDED ACCT'G COPIES FROM HIM TO CONTINUE. - CSM F/U ON 4/20

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-20-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OTHER
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/20/2012 Action Time: 19.33.09.516 Action Data: Yes

Comments - CSM WENDY X77810 - CSM HAS ALL PAPERWORK TOGETHER - WILL BE PRESENTED TO DEPT 1 ON MONDAY - CSM F/U ON 4/23

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-23-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/23/2012 Action Time: 17.25.03.396 Action Data: Yes

Comments - CSM WENDY X77810 - - OBC TO BOTH REHBEIN FORD AND VANCOUVER FORD - JUST NEED THE DAYS DOWN FROM THEM ON TWO RO'S AND THEN PAPERWORK WILL BE READY FOR DEPT 1 - FINISHING UP NEEDED PAPERWORK - F/U ON 4/26 - OBC TO CUSTOMER TO ADVISE OF THE STATUS. - [REDACTED] ADVISED I HAVE ALL THE PAPERWORK AND GOT THE FINAL INFORMATION NEEDED FROM BOTH OF THE DLRS - THAT I PLANNED ON F/U UP ON PAPERWORK ON THURSDAY - IF I HEAR ANYTHING BEFORE THEN, I WILL LET HIM KNOW.

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-26-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: TIER ONE CLOSE ISSUE
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: TIER ONE - MELBOURNE
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: CRESPO, MANUEL Analyst: MCRESPO9
Action Date: 04/24/2012 Action Time: 17.59.14.397 Action Data: No

Comments -CUST STATES HE HAS A CLAIM IN FOR A HIS VEH THAT ISNT DOING WELL-SPOKE WITH ATTORNEY THIS MORNING -CUST DIDNT RECIEVE A COPY OF THE LAST TIME HE BROUGHT THE VEH IN-DRIVING DOWN THE ROAD THE VEH SHAKES VIOLENTLY AND LOOSES ALL POWER -CUST IS SEEKING TO INFORM CCT WENDY OF HIS NEED OF A RECEIPT FOR MARCH 30TH. CUST NEEDS TO HAVE THAT RECEIPT FOR HIS ATTTORNEY. ***CRC ADVISED CUST THAT I WILL PUT THE REQUEST FOR THE RECEIPT IN THE DOCUMENTATION AND TRANSFER CUST TO CCT VOICEMAIL (DID NOT PROVIDE EXTENSION)

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 04/24/2012 Action Time: 18.27.38.742 Action Data: No

Comments - CSM WENDY X77810 - IBC FROM CUST, WAS CALLING TO MAKE SURE I HAD THE PAPERWORK FROM HIS LAST VISIT TO THE DEALER ON 3/30 - I STATED I DIDN'T BUT WOULD CONTACT THE DLR TO GET IT - ALSO ASKED HIM IF HIS VEH HAD ANY AFTERMARKET ITEMS ON HIS VEH - HE STATED YES, HE STATES HE HAS AIR BAGS FOR SUSPENSION - GLIDE RIGHTS - HIS TRAILER IS A 20 FT PACE ENCLOSED TAG-A-LONG WHICH IS RATED FOR 10K - GVWR = 3175. - CARRIES A 4 WHLR AND A TOOL BOX. - HE IS GOING TO SEND ME PICTURES OF TRAILER AND NORMAL ITEMS BEING TOWED. - OBC TO DLR, SPK WITH SA JAN, SHE IS GOING TO SEND ME THE 30THS RO COPY.

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OUTBOUND CUSTOMER EMAIL

Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 04/26/2012 **Action Time:** 17.30.35.108 **Action Data:** Yes

Comments - CSM WENDY X77810 - RECEIVED PICS FROM CUST, GAVE TO DEPT 1 - DETERMINATION IS THAT A FSE SHOULD GET INVOLVED ON THIS VEH - CSM REQUESTING FSE INVOLVEMENT PER LL REQUEST OF CUST - F/U ON 5/1 - OB EMAIL TO CUST STATING THE SAME.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-01-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: TAR--FSE TECHNICAL ASSISTANCE REQUEST
Dealer: 08547 VANCOUVER FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 05/01/2012 **Action Time:** 18.22.36.000 **Action Data:** Yes

Comments - CSM WENDY X77810 - CSM ADVISED CUST THAT THE SM WOULD LET HIM KNOW WHEN THE FSE WILL BE IN THE AREA - CSM REQUESTING VIA THIS FORMAT FOR FSE PER DRP REQUEST -

Data Element Name	Data Value
APPROVER'S CDSID:	PMITCH22
APPROVER'S NAME:	MITCHELL,PATRICK
DAYS OUT OF SERVICE:	10
NUMBER OF PRIOR REPAIR ATTEMPTS:	4
INFORMATION OBTAINED FROM:	AWS
PRIOR NHL REPORT #:	YES
BODY CONVERSION:	STOCK
VEHICLE LOCATION (P&A CODE):	08547
DEALER NAME:	VANCOUVER FORD, INC
PHONE AT VEHICLE LOCATION:	360-921-3263
DEALER CONTACT:	TIM MCCARROLL
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	CUSTOMER
DESCRIPTION OF VEHICLE CONCERN:	VIOLENT SHAKE, POWER LOSS
STATE:	WASHINGTON

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI **Comm Type:** OTHER
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 05/01/2012 **Action Time:** 18.23.53.257 **Action Data:** Yes

Comments - CSM WENDY X77810 - AWAITING COMMUNICATION FROM TECH SME. - F/U ON 5/3

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-03-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08547 VANCOUVER FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 05/02/2012 **Action Time:** 18.02.32.357 **Action Data:** No

Comments - CSM WENDY X77810 - IBC FROM CUST, CSM ADVISED I HAVEN'T HEARD FROM TECH SME OR DLR ABOUT THE FSE ARRIVAL - BUT THAT I WOULD EMAIL HIM AS SOON AS I HEAR ANYTHING - CUST WAS GOOD WITH THIS, BUT ALSO MENTIONED THAT HE HAS A LAWYER (HASN'T SIGNED PAPERWORK YET) THAT IS WILLING TO TAKE HIS CASE - HE WAS HOPING THIS WOULDN'T HAVE TO GO LEGAL - CSM ADVISED CUST THAT WHETHER HE RETAINS A LAWYER OR IT GOES THROUGH OUR SYSTEM, IT IS LEGAL. - CUST TOOK SURVEY -

Action: TAR--SME APPROVAL/DENIAL
 Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: REGIONAL ESCALATION SPECIALIST
 Odometer: 8200 MI Comm Type: INTERNET
 Analyst Name: MITCHELL,PATRICK Analyst: PMITCH22
 Action Date: 05/03/2012 Action Time: 10.06.35.852 Action Data: Yes

Comments FIELD ASSISTANCE REQUEST NOT BEING OPENED AT THIS TIME. CONCERNS WITH THE SHUDDER AND TRANS SHIFTING ARE MOST LIKELY CAUSED BY THE MODIFIED SUSPENSION AND LARGER WHEELS AND TIRES. NO LACK OF POWER CONCERN HAS BEEN VERIFIED OR ANY CODES THAT COULD TURN ON THE CHECK ENGINE LIGHT.

Data Element Name	Data Value
DOES TL/CRS AGREE TO TAR? (Y/N):	NO

Action: CONCERN ADDRESSED
 Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8200 MI Comm Type: PHONE
 Analyst Name: PARSELS,WENDY Analyst: WPARSELS
 Action Date: 05/03/2012 Action Time: 14.17.52.942 Action Data: Yes

Comments - CSM WENDY X77810 - CSM RECEIVED PAPERWORK BACK TODAY AND FSE REQUEST HAS BEEN DENIED AS HAS THE BUYBACK/REPLACEMENT - ACCORDING TO THE ORIGINAL NOTES ON THIS VEH WHEN IT HAD 3K ON IT, THERE WAS SOME QUESTION ABOUT SETTING TIRE SIZE PARAMETERS TO MATCH THE TIRES ON HIS VEH - CSM CK'D THE ORIG. WINDOW STICKER AND THE TIRE SIZE THAT WAS SUPPOSED TO BE ON THIS VEH WERE P275/55R20'S - THE THOUGHT BER BUYBACK DEPTS IS THAT THERE IS PROBABLY SOME OTHER TIRE SIZE THAT HAS BEEN INSTALLED ON THIS VEH EITHER CAUSING TRANS CONCERNS OR ADDING TO, AND THE SUSP MOD (AIR SPRINGS) ADDING TO IT ALSO. - APPARENTLY THE CUST HAS DECLINED BRINGING IN THE TRAILER TO AIDE IN THE DIAG - CSM OBC TO SELLING DEALER TO FIND OUT WHAT POSSIBLY DIFFERENT TIRE SIZE WAS ON THIS VEH TO CREATE THE SCENARIO OF TRYING TO CHANGE THE "PARAMETERS" BECAUSE OF TIRE SIZE. - CSM OBC TO [REDACTED] - LVM ADVISING I HAD RECEIVED INFO ABOUT THE CASE. - AWAITING HIS CALL TO ADVISE ON THE ABOVE. - CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	94
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: FIELD - OPEN REGION ISSUE
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: PHONE
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 05/04/2012 Action Time: 14.10.42.071 Action Data: No

Comments - CSM WENDY X77810 - VEH WAS AT DEALER WITH TRAILER ATTACHED - - THE MISS HAS BEEN DUPLICATED WHILE TECH WAS IN VEH AND IDS WAS ATTACHED - THE TECH DID SEE THE CONCERN AS THE VEH DID ACT UP, BUT THE IDS DID NOT PICK IT UP - TECH NEEDS TO OPEN COMM WITH THL FOR THEIR ASSISTANCE BEFORE FSE CAN BE REQUESTED TO HELP -

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OTHER
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 05/04/2012 Action Time: 14.12.53.883 Action Data: Yes

Comments - CSM WENDY - SETTING F/U FOR 5/7 - TO SEE IF FSE ASSISTANCE HAS BEEN GRANTED -

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-07-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: CREATE FOLLOW UP
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OUTBOUND CUSTOMER EMAIL
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 05/04/2012 Action Time: 18.28.41.900 Action Data: Yes

Comments - NO UPDATE IN NHL - CSM EMAILED CUSTOMER LEAVING THE NEXT STEP TO HIM. - SETTING F/U FOR 5/14

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-14-2012
TIME OF FOLLOW UP (HH:MM):	21:00

Action: CONCERN ADDRESSED
Dealer: 08547 VANCOUVER FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8200 MI Comm Type: OTHER
Analyst Name: PARSELS,WENDY Analyst: WPARSELS
Action Date: 05/10/2012 Action Time: 17.02.33.579 Action Data: Yes

Comments - CSM WENDY X77810 - IB EMAIL FROM CUST - HE HAS RETAINED A LAWYER: I HAVE HAD MY ATTORNEY SEND A LETTER TO FORD TO REPRESENT ME IN THIS MATTER. - - I WANT TO THANK YOU FOR ALL OF YOUR SUPPORT AND UNDERSTANDING IN THIS DIFFICULT SITUATION. YOU MUST UNDERSTAND IT IS MY FAMILY'S SAFETY THAT I AM MOST CONCERNED WITH AT THIS TIME AND I FELT FORD DID NOT APPRECIATE THE SITUATION THAT I AM IN WITH THIS TRUCK. I DO NOT FEEL SAFE USING THIS TRUCK FOR WHAT I BOUGHT IT FOR, IT IS ONLY A MATTER OF TIME UNTIL THIS TRUCK ACTS UP AGAIN AND WHEN IT DOES I HOPE I AM ABLE TO AVOID AN ACCIDENT. THE TECHS REALIZE AS WELL AS FORD THAT THERE IS A PROBLEM BUT ARE CHOOSING TO WAIT IT OUT IN HOPES A SOLUTION WILL BE FOUND TO THIS PROBLEM. I AM NOT THE ONLY ONE WHO IS EXPERIENCING THIS ISSUE. I WAS TOLD BY EMPLOYEES AT VANCOUVER FORD THAT THE OWNERS

TRUCK IS DOING THE SAME THING, HE WAS JUST ABLE TO PUT THE TRUCK ONTO THE LOT TO SELL AND JUST GOT A NEW TRUCK. I AM UNABLE TO DO THAT. I WONDER IF THE PERSON WHO BUYS THIS TRUCK IS AWARE OF THESE ISSUES. I SERIOUSLY DOUBT IT. I CAN FIND MANY EXAMPLES OF PEOPLE HAVING THESE SAME ISSUES ON LINE, I CERTAINLY HOPE FORD FINDS A SOLUTION SOON. I JUST CAN'T WAIT ANY LONGER AND CONTINUE TO PUT MYSELF AND MY FAMILY IN HARMS WAY BY DRIVING THIS VEHICLE. - - ONCE AGAIN WENDY THANK YOU FOR ALL YOU HAVE DONE IT MEANS ALLOT TO HAVE SOMEONE LISTEN. - CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	94
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



ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

DAVE LILLEY, ESQ.
LICENSED IN TEXAS
EXTENSION: 1056
E-MAIL: DLILLEY@LEMONLAWINFO.COM

1912 LOOP 11
WICHITA FALLS, TX 76306

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

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

June 13, 2013

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



RE: [REDACTED] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION
NOTICE PURSUANT TO T.C.A. § 17.505

Our Client: [REDACTED]
Vehicle: 2011 Ford F-150
VIN: 1FTFW1CF3BF [REDACTED]
Date of purchase: 09/12/11
Our File No.: TX13-10146

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. **Stalling;**
3. **Loss of power;**
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.

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

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

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

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

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.

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. 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.

I encourage you to contact this office at your earliest convenience with an offer for resolution of this claim. Should you fail to do so in a timely manner, we will assume that you do not seek an amicable resolution and we will file a claim in a court of law seeking all actual and exemplary damages available.

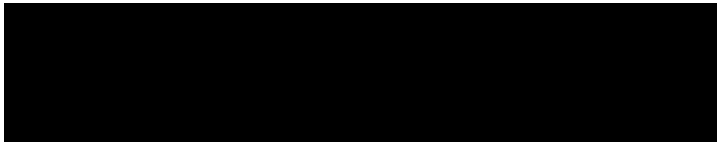
Sincerely,

A handwritten signature in blue ink that reads "Dave Lilley". The signature is written in a cursive, slightly slanted style.

Dave Lilley, Esq.
Attorney at Law

CC:





COPY

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deanna Wallace, State Bar No. 242825
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 04 2013

J. BRANNON

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

RIC 1300120

[REDACTED]
Plaintiff,
v.
FORD MOTOR COMPANY, and DOES 1
through 10, inclusive.
Defendants

Case No.

COMPLAINT FOR RESTITUTION AND
DAMAGES

[VIOLATION OF THE SONG-BEVERLY
CONSUMER WARRANTY ACT]

BY FAX

Plaintiff [REDACTED] alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of RIVERSIDE.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times

1
2 mentioned in this complaint within the course and scope of their respective authority and
3 with the full knowledge and consent of the other defendants. Furthermore, plaintiff is
4 informed and believes and thereon alleges that all acts of corporate employees as
5 hereinafter alleged were authorized or ratified by an officer, director or managing agent of
6 the corporate employer.

7 4. On or about September 5, 2011, plaintiff purchased a 2011 Ford F150,
8 vehicle identification number 1FTFW1ET3BF [REDACTED]

9 5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act")
10 Civil Code sections 1790 et seq., the aforementioned vehicle constitutes a "New motor
11 vehicle."

12 6. Plaintiff is a "buyer" of a new motor vehicle under the Act.

13 7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor"
14 under the Act.

15 8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express
16 warranty" under the Act, pursuant to which the defendant undertook to preserve the utility
17 or performance of the subject vehicle.

18 9. The sale of the aforementioned vehicle to plaintiff was accompanied by an
19 implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to
20 plaintiff was also accompanied by defendant FORD MOTOR COMPANY's implied warranty
21 of fitness.

22 10. The subject vehicle has suffered from nonconformity(s) to warranty to,
23 including but not limited to, repeated failure of its engine and/or transmission. The
24 foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the
25 applicable express warranty period.

26 11. Plaintiff delivered the aforementioned vehicle to an authorized FORD
27 MOTOR COMPANY service and repair facility for repair of the aforementioned
28 nonconformity(s) on multiple occasions.

1 12. Defendant has been unable and/or has refused to conform plaintiff's vehicle
2 to the applicable express and implied warranties under the Act after a reasonable number
3 of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the
4 use, value and/or safety of the subject vehicle to plaintiff.

5 13. Notwithstanding knowledge of plaintiff's entitlement, defendant has
6 intentionally failed to comply with its obligations under the Act to repurchase the vehicle
7 and make restitution.

8 14. By failure of defendant to comply with its obligations under the Act to
9 repurchase the vehicle and make restitution, defendant is in breach of its obligations under
10 the Act.

11 15. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned
12 vehicle under the Act.

13 16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid
14 for the subject vehicle less that amount directly attributable to use by the plaintiff prior to
15 discovery of the nonconformity(s).

16 17. Plaintiff is entitled to all incidental, consequential and general damages
17 resulting from defendant's failure to comply with its obligations under the Act.

18 18. Plaintiff is entitled under the Act to recover as part of the judgment a sum
19 equal to the aggregate amount of costs and expenses, including attorney's fees,
20 reasonably incurred in connection with the commencement and prosecution of this action.

21 19. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up
22 to two times the amount of actual damages in that defendant has willfully failed to comply
23 with its responsibilities under the Act.

24 WHEREFORE, plaintiff prays for judgment against defendant as follows:

- 25 1. For rescission of the contract and restitution of all consideration;
26 2. For actual compensatory and general damages according to proof at time of
27 trial;
28 3. That such actual, compensatory and general damages be doubled and

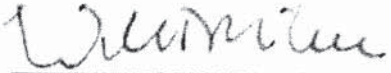
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

awarded to plaintiff as a civil penalty;

- 4. Prejudgment interest from date of rescission;
- 5. For attorney's fees incurred herein according to proof;
- 6. For costs of suit incurred herein; and
- 7. For such other and further relief as the Court deems just and proper.

DATED: January 2, 2013

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

By: 
WILLIAM R. MCGEE

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF [REDACTED] Year: 2011 Model: F-SERIES Case: 1688212542
 Name: [REDACTED] Owner Status: Original WSD: 2011-09-05
 Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 10/10/2012

Action: TIER ONE OPEN ISSUE
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: TIER ONE - MELBOURNE
 Odometer: 37000 MI Comm Type: PHONE
 Analyst Name: HUSBANDS, TAMARA Analyst: THUSBAND
 Action Date: 10/09/2012 Action Time: 14.48.11.132 Action Data: No

Comments CUST SAYS:= BEST CONTACT [REDACTED] TOOK TO FORD DEALERSHIP BECAUSE ON STARTUP VEH IS MISFIRING, ON TAKE OFF THERE IS A STUTTER/SKIP, ISSUES WITH TRANSMISSION SHIFTING.= CUSTOMER HAS HAD VEH AT DEALERSHIP 7 TIMES.= CUSTOMER IS SEEKING ASSISTANCE DEALER:TUTTLE-CLICK FORD 43 AUTO CENTER DRIVE IRVINE, CA 92618(949) 472-5200 CRC ADVISED:'I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.

Action: CREATE FOLLOW UP
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 37000 MI Comm Type: PHONE
 Analyst Name: JOHNSON, MARK Analyst: MJOHSON
 Action Date: 10/10/2012 Action Time: 17.15.39.473 Action Data: Yes

Comments CSM MARK X: 77716. 37,000 MILES, LTV OF 81, 2011 F-150, NO ESP ON RECORD. OBC TO S/A [REDACTED]@ [REDACTED] SAID VEH HAS BEEN REPAIRED ON PREVIOUS OCCASIONS AND RETURNED ONLY TO HAVE IT RTN WITH THE SAME ISSUE. OBC TO CUST @ [REDACTED] AND REC'D V/M. OBC TO CUST @ [REDACTED] AND HE SAID VEH STUTTERS ON TAKE-OFF AND MISFIRES UNDER LOAD ON ACCELERATION. CUST IS REQUESTING A BUYBACK. I WILL CONTACT DLRS TO SUBMIT TO ME ACCOUNTING COPIES OF REPAIRS.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-17-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 37000 MI Comm Type: PHONE
 Analyst Name: JOHNSON, MARK Analyst: MJOHSON
 Action Date: 10/17/2012 Action Time: 13.20.38.943 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO S/M ROBERT @ HEMBORG FORD AND HE SAID HE WILL SEND ME HIS ROS. ALL OTHER DOCUMENTATION HAS BEEN GATHERED.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-19-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI Comm Type: PHONE
Analyst Name: JOHNSON,MARK Analyst: MJOHSON
Action Date: 10/19/2012 Action Time: 18.33.54.353 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO S/M ROBERT @ HEMBORG FORD TO REQUEST HE SEND ME THE SINGLE RO. I WILL SCHEDULE A FOLLOW UP CALL FOR 10/24.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI Comm Type: PHONE
Analyst Name: JOHNSON,MARK Analyst: MJOHSON
Action Date: 10/22/2012 Action Time: 14.33.11.261 Action Data: No

Comments CSM MARK X: 77716. OBC TO S/M ROBERT @ HEMBORG FORD TO REQUEST HE SEND ME THE SINGLE RO.

Action: CREATE FOLLOW UP
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI Comm Type: PHONE
Analyst Name: JOHNSON,MARK Analyst: MJOHSON
Action Date: 10/24/2012 Action Time: 15.52.42.172 Action Data: Yes

Comments CSM MARK X: 77716. REC'D RO FROM HEMBORG AND WILL REVIEW PACKAGE. OBC TO CUST TO SHARE THIS.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-26-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI Comm Type: PHONE
Analyst Name: JOHNSON,MARK Analyst: MJOHSON
Action Date: 10/26/2012 Action Time: 15.18.53.373 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO CUST @ [REDACTED] AND REC'D V/M. OBC TO CUST @ [REDACTED] AND I SHARED THE BUYBACK IS BEING DECLINED. CUST SAID HE WILL CONTACT AN ATTORNEY.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	80
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

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF [REDACTED] Year: 2011 Model: F-SERIES Case: 1688212542
 Name: [REDACTED] Owner Status: Original WSD: 2011-09-05
 Symptom Desc: RUNS ROUGH AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FIN ASSIST - NO OBC Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 09/10/2012

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 35980 MI Comm Type: PHONE
 Analyst Name: JOHNSON,MARK Analyst: MJOHSON
 Action Date: 09/10/2012 Action Time: 19.07.01.893 Action Data: No

Comments CSM MARK X:77716. IBC FROM S/A JOHN RUFFINO TO SAY VEH IS RUNNING ROUGH, TURBO LAG, VERY POOR FUEL ECONOMY ON A ECOBOOST ENGINE.

Action: CREATE FOLLOW UP
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 35980 MI Comm Type: PHONE
 Analyst Name: JOHNSON,MARK Analyst: MJOHSON
 Action Date: 09/11/2012 Action Time: 12.39.39.126 Action Data: Yes

Comments CSM MARK X: 77716. 35,980 MILES, LTV OF82, 2011 F-150 , NO ESP ON RECORD. OBC TO S/ [REDACTED]@ [REDACTED] AND HE SAID HE IS DIAG'ING THE VEH. I WILL SCHEDULE A FOLLOW UP CALL FOR 9/13.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 35980 MI Comm Type: PHONE
 Analyst Name: JOHNSON,MARK Analyst: MJOHSON
 Action Date: 09/13/2012 Action Time: 19.10.31.575 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO S/A [REDACTED]@ [REDACTED] AND HE SAID A DRIVE SHALF IS ON ORDER AND S/M DAN WILL DRIVE VEH FOR FEEDBACK ON VEH ISSUE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-17-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
 Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 35980 MI Comm Type: PHONE
 Analyst Name: JOHNSON,MARK Analyst: MJOHSON
 Action Date: 09/17/2012 Action Time: 19.21.03.310 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 SAID HE WILL TEST DRIVE THE VEH TONIGHT. I WILL CALL BACK ON 9/19 TO GET HIS EVALUATION.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-19-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35980 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 09/19/2012 **Action Time:** 19.55.11.486 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 SAID HE WILL TEST DRIVE THE VEH TONIGHT.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-21-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35980 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 09/20/2012 **Action Time:** 18.30.24.561 **Action Data:** No

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 SAID HE TEST DROVE THE VEH 30+ MILES AND VEH GOT UP 24 MPH WHICH IS NORMAL FOR AN ECOBOOST. I VEH IS BEING RTN'D TO CUST AND I WILL PAY THE LOANER BILL TOMORROW.

Action: CREATE FOLLOW UP
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35980 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 09/21/2012 **Action Time:** 20.00.45.294 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 WAS NOT AVAILABLE AND I LEFT V/M TO REQUEST LOANER BILLING. IBC FROM S/M DAN AND HE SAID HE WILL EMAIL PMT INFO.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35980 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 09/24/2012 **Action Time:** 19.51.28.425 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 SAID HE IS EMAILING ME THE RENTAL BILLING.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	09-26-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05556 TUTTLE-CLICK FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 35980 MI Comm Type: PHONE
Analyst Name: JOHNSON,MARK Analyst: MJOHSON
Action Date: 09/25/2012 Action Time: 18.13.30.910 Action Data: Yes

Comments CSM MARK X: 77716. OBC TO S/M DAN @ 949-472-5200 SAID HE IS PAYING THIS BILL

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	81
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

Server: AWS QA
 Claims loaded through: 14-JAN-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 15-JAN-13

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ET3BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	17-AUG-2011	05-SEP-2011	171151	USA	2	3A11	*	7000	*	F04	S11	V48	P67	82
AWS Claim Key:		<u>1517685</u>	Doc #: 09651053	Trx Code:			S07	Labor Hrs: .7	Labor Cost: 68.02	Material Cost: 0	Total Cost: 68.02												
Dir Cd-Sub Cd:		05395-*	Name: HEMBORG FORD				Ph: 951-7376151	St: CA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 24-OCT-2011		DIST(Mile): 4805										
Cust Comments:		WHILE DRIV FEELS HESITATION / DEAD SPOTS ROLLING THRU GEARS																					
Tech Comments:		UPDATED PCM SOFTWARE DPER IDS V7504 RESET TRANS LEARNING AND PERFORMED INITIAL TRANS LEARNING. NO SSM OR TSBS AT THIS TIME																					
1FTFW1ET3B1[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	17-AUG-2011	05-SEP-2011	171151	USA	2	2G04	*	DIAG	*	F04	S11	V52	D41	42
AWS Claim Key:		<u>1498973</u>	Doc #: 09651051	Trx Code:			1	Labor Hrs: .6	Labor Cost: 58.3	Material Cost: 0	Total Cost: 58.3												
Dir Cd-Sub Cd:		05395-*	Name: HEMBORG FORD				Ph: 951-7376151	St: CA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 24-OCT-2011		DIST(Mile): 4805										
Cust Comments:		INITIAL START UP MISFIRE TYPE FEELING AND FEEL SPUTTER																					
Tech Comments:		IDS SYSTEM TEST CODE PASS IGN TEST PASS PID MONITOR TEST AND ROAD TEST PASS OK ALL READINGS WITHIN SPECS																					
1FTFW1ET3BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	17-AUG-2011	05-SEP-2011	171151	USA	9	2G02	BR3Z	12B579	A	F04	S11	V44	D50	42
AWS Claim Key:		<u>3788123</u>	Doc #: 14154001	Trx Code:			S07	Labor Hrs: 1.6	Labor Cost: 169.15	Material Cost: 96.09	Total Cost: 265.24												
Dir Cd-Sub Cd:		05556-*	Name: TUTTLE-CLICK FORD LINCOLN				Ph: 949-4725200	St: CA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 21-MAY-2012		DIST(Mile): 28168										
Cust Comments:		CUST STS VEH IS RUNNING ROUGH IN MORNING																					
Tech Comments:		ROAD TEST FROM COLD START EEC DIAG NO FAULT CODES, DATALOG MAF SLOW TO CHANGE WITH THROTTLE CHANGE SUSPECT CONTAMINATION REPLACE MAF SENSOR. MODE 6 INDICATES MISFIRE COUNTS IN CYLINDERS 4 AND 5. REPLACE SPARK PLUGS. OK																					
1FTFW1ET3BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	17-AUG-2011	05-SEP-2011	171151	USA	9	2G05	*	RECALEM	*	F04	S11	V44	D50	04

AWS Claim Key: 3805009 **Doc #:** 14154003 **Trx Code:** S07 **Labor Hrs:** 4 **Labor Cost:** 42.29 **Material Cost:** 0 **Total Cost:** 42.29
Dir Cd-Sub Cd: 05556-* **Name:** TUTTLE-CLICK FORD LINCOLN **Ph:** 949-4725200 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 21-MAY-2012 **DIST(Mile):** 28168
Cust Comments: CUST STS VEH SEEMS TO HAVE ALOT OF TURBO LAG
Tech Comments: CHECK AND ADVISE. REPROGRAM PCM PER TSB 12 02 10. RETEST. OK

1FTFW1ET3BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 17-AUG-2011 05-SEP-2011 171151 USA 11 7H01 * 19703 * F07 S08 V79 C05 42
AWS Claim Key: 4475305 **Doc #:** 15621605 **Trx Code:** E83 **Labor Hrs:** .6 **Labor Cost:** 65.46 **Material Cost:** 16.59 **Total Cost:** 82.05
Dir Cd-Sub Cd: 05556-* **Name:** TUTTLE-CLICK FORD LINCOLN **Ph:** 949-4725200 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 12-JUL-2012 **DIST(Mile):** 32056
Cust Comments: CUST STS AC BLOWS WARM AT TIMES
Tech Comments: PERF AC LEAK TEST NO LEAK DISCHARGE AC ADD AC DYE TO AC SYST AND EVACUATE CHARGE AIR CONDITION 150/25

1FTFW1ET3BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 17-AUG-2011 05-SEP-2011 171151 USA 11 1F01 * 6K775 * F04 S11 V44 D50 42
AWS Claim Key: 4475304 **Doc #:** 15621601 **Trx Code:** S07 **Labor Hrs:** .5 **Labor Cost:** 54.55 **Material Cost:** 18.03 **Total Cost:** 72.58
Dir Cd-Sub Cd: 05556-* **Name:** TUTTLE-CLICK FORD LINCOLN **Ph:** 949-4725200 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 12-JUL-2012 **DIST(Mile):** 32056
Cust Comments: CUST STS VEH RUNS ROUGH WHEN COLD
Tech Comments: NO FAULT CODES IN SYST, PERF TSB 12 6 4 REPROGRAM PCM ADD DEFLECTOR PLATE TO CRC. OK

1FTFW1ET3BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 17-AUG-2011 05-SEP-2011 171151 USA 13 6Y20 * TAP1 * F09 SXX V99 A99 82
AWS Claim Key: 5078102 **Doc #:** 17295805 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 350
Dir Cd-Sub Cd: 05556-* **Name:** TUTTLE-CLICK FORD LINCOLN **Ph:** 949-4725200 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 11-SEP-2012 **DIST(Mile):** 36088
Cust Comments: 12 DAY TAP RENTAL
Tech Comments: 12 DAY TAP RENTAL

1FTFW1ET3BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 17-AUG-2011 05-SEP-2011 171151 USA 13 5C02 BL3Z 4R602 D F04 S11 V48 P59 42
AWS Claim Key: 5127004 **Doc #:** 17295804 **Trx Code:** E95 **Labor Hrs:** 2 **Labor Cost:** 218.2 **Material Cost:** 488.59 **Total Cost:** 706.79
Dir Cd-Sub Cd: 05556-* **Name:** TUTTLE-CLICK FORD LINCOLN **Ph:** 949-4725200 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 11-SEP-2012 **DIST(Mile):** 36088
Cust Comments: CUST STS VEH HAS A DRIVELINE VIBRATION ON TAKE OFF
Tech Comments: ROAD TEST VERIFIED DRIVER LINE SHUDDER AT MODERATE TO LIGHT ACCELERATION. VERIFIED RING GEAR BACKLASH AT .014 INSPCT REAR SPRING PART NUMBERS AND COMPARED WITH 11 9 17 AND FOUND TSB DOESNT APPLY. LUBRICATED DRIVESHAFT SLIP YOKES WITH SOME IMPROVEMENT. HOWEVER SYMPTOM STILL PRSENT. REPLACED DRIVESHAFT AND ROADTEST. OK

Server: AWS QA
Claims loaded through: 14-JAN-2013

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 1517685

Vehicle Information

Model Year: 2011
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/AM-150 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F6-F150/LINCOLN MARK LT {04-13}
Warranty Start Date: 05-SEP-2011
Production Date: 17-AUG-2011
VIN: 1FTFW1ET3BF [REDACTED]

Dealer Information:

Dealer Name HEMBORG FORD
Dealer Code: 05395 - *
Address: 1900 HAMNER AVENUE
City: NORCO
State: CA Zip Code: 92860
Country: USA Region Code: NA
Phone: (951)737-6151

Claim Information

Document Number: 09651053
Repair Date: 24-OCT-2011
Distance: 4805
TIS: 2
AWS Load Date: 01-NOV-2011

Expense Information

Customer Paid Amount: .00
Deductible Amount: .00
Dealer Paid Amount: .00
Labor Cost: 68.02
Misc. Expense Amount: .00
Part Markup Amount: .00
Material Cost: .00
Total Cost Gross: 68.02

Cust. Concern Code: P67 - AT SHIFTS OCCUR TOO EARLY, TOO LATE, TOO OFTEN

Condition Code: 82 - FREIGHT/POSTAGE/MAINTENANCE

Technician Comment: UPDATED PCM SOFTWARE DPER IDS V7504 RESET TRANS LEARNING AND PERFORMED INITIAL TRANS LEARNING. NO SSM OR TSBS AT THIS TIME

Customer Comment: WHILE DRIV FEELS HESITATION / DEAD SPOTS ROLLING THRU GEARS

Labor Op Code Labor Op Description Labor Op Cost

MT7000 68.02

<u>Causal Flag</u>	<u>Full Part Number</u>	<u>Part Description</u>	<u>Part CPSC</u>	<u>Part Quantity</u>	<u>Extended Amount</u>
Y	* 7000 *	TRANSMISSION ASY-AUT	070100	0	.00

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

68327

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 1498973

Vehicle Information

Model Year: 2011
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/AM-150 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F6-F150/LINCOLN MARK LT [04-13]
Warranty Start Date: 05-SEP-2011
Production Date: 17-AUG-2011
VIN: IFTFWIET3BF [REDACTED]

Claim Information

Document Number: 09651051
Repair Date: 24-OCT-2011
Distance: 4805
TIS: 2
AWS Load Date: 31-OCT-2011

Dealer Information:

Dealer Name HEMBORG FORD
Dealer Code: 05395 - *
Address: 1900 HAMNER AVENUE
City: NORCO
State: CA Zip Code: 92860
Country: USA Region Code: NA
Phone: (951)737-6151

Expense Information

Customer Paid Amount:	.00
Deductible Amount:	.00
Dealer Paid Amount:	.00
Labor Cost:	58.30
Misc. Expense Amount:	.00
Part Markup Amount:	.00
Material Cost:	.00
Total Cost Gross:	58.30

Cust. Concern Code: D41 - ENGINE HESITATES/SURGES AT STEADY SPEED

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: IDS SYSTEM TEST CODE PASS IGN TEST PASS PID MONITOR TEST AND ROAD TEST PASS OK ALL READINGS WITHIN SPECS

Customer Comment: INITIAL START UP MISFIRE TYPE FEELING AND FEEL SPUTTER

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
12650D	EEC - (QUICK TEST) DIAGNOSIS	19.43
12650D55	IGNITION SYSTEM DIAGNOSIS	29.15
12650D80	NGS DCL DISPLAY TEST	9.72

<u>Causal Flag</u>	<u>Full Part Number</u>	<u>Part Description</u>	<u>Part CPSC</u>	<u>Part Quantity</u>	<u>Extended Amount</u>
Y	* DIAG *	DIAGNOSIS	000615	0	.00

DTC Sections: Mil. Light On = N

<u>Flag</u>	<u>Test Type</u>	<u>Malfunction Cd</u>	<u>Malfunction Cd Description</u>	<u>Monitor Cd</u>	<u>Monitor Cd Description</u>
N	KOEC	PASS	SYSTEM PASS	27	NO-FAULT CODES
N	KOEO	PASS	SYSTEM PASS	27	NO-FAULT CODES
N	KOER	PASS	SYSTEM PASS	27	NO-FAULT CODES

Any comments? You can contact



webmaster

68328

Server: AWS QA
Claims loaded through: 14-JAN-2013

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 3788123

Vehicle Information

Model Year: 2011
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/AM-150 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F6-F150/LINCOLN MARK LT [04-13]
Warranty Start Date: 05-SEP-2011
Production Date: 17-AUG-2011
VIN: 1FTFW1ET3BF [REDACTED]

Dealer Information:

Dealer Name TUTTLE-CLICK FORD LINCOLN
Dealer Code: 05556 - *
Address: 43 AUTO CENTER DR
City: IRVINE
State: CA Zip Code: 926182803
Country: USA Region Code: NA
Phone: (949)472-5200

Claim Information

Document Number: 14154001
Repair Date: 21-MAY-2012
Distance: 28168
TIS: 9
AWS Load Date: 29-MAY-2012

Expense Information

Customer Paid Amount: .00
Deductible Amount: .00
Dealer Paid Amount: .00
Labor Cost: 169.15
Misc. Expense Amount: .00
Part Markup Amount: 27.46
Material Cost: 96.09
Total Cost Gross: 265.24

Cust. Concern Code: D50 - OTHER ENGINE TROUBLES

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: ROAD TEST FROM COLD START EEC DIAG NO FAULT CODES, DATALOG MAF SLOW TO CHANGE WITH THROTTLE CHANGE SUSPECT CONTAMINATION REPLACE MAF SENSOR, MODE 6 INDICATES MISFIRE COUNTS IN CYLINDERS 4 AND 5. REPLACE SPARK PLUGS, OK

Customer Comment: CUST STS VEH IS RUNNING ROUGH IN MORNING

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
12650D	EEC - (QUICK TEST) DIAGNOSIS	21.14

12651DX1	EXTRA TIME TO REPEAT FINAL QUICK TEST	10.57
12651D45		31.72
12650D55	IGNITION SYSTEM DIAGNOSIS	31.72
12650D80	NGS DCL DISPLAY TEST	10.57
12405ART		63.43

Causal Flag	Full Part Number	Part Description	Part CPSC	Part Quantity	Extended Amount
Y	AFLS 165 *		031403	1	85.76
N	SP 528 *		03XXXX	2	10.33

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

68329

Server: AWS QA
Claims loaded through: 14-JAN-2013

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 3805009

Vehicle Information

Model Year: 2011

Market Derived: F - FORD

Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)

Version/Series: T/AM-150 SERIES

Drive Type: T/E-4 WHL L/H PART TIME DRIVE

Vehicle Line: T/F6-F150/LINCOLN MARK LT [04-13]

Warranty Start Date: 05-SEP-2011

Production Date: 17-AUG-2011

VIN: 1FTFW1ET3BF [REDACTED]

Claim Information

Document Number: 14154003

Repair Date: 21-MAY-2012

Distance: 28168

TIS: 9

AWS Load Date: 30-MAY-2012

Dealer Information:

Dealer Name TUTTLE-CLICK FORD LINCOLN

Dealer Code: 05556 - *

Address: 43 AUTO CENTER DR

City: IRVINE

State: CA Zip Code:926182803

Country: USA Region Code: NA

Phone: (949)472-5200

Expense Information

Customer Paid Amount: .00

Deductible Amount: .00

Dealer Paid Amount: .00

Labor Cost: 42.29

Misc. Expense Amount: .00

Part Markup Amount: .00

Material Cost: .00

Total Cost Gross: 42.29

Cust. Concern Code: D50 - OTHER ENGINE TROUBLES

Condition Code: 04 - SOFTWARE REVISION, FLASH MODULE

Technician Comment: CHECK AND ADVISE, REPROGRAM PCM PER TSB 12 02 10, RETEST, OK

Customer Comment: CUST STS VEH SEEMS TO HAVE ALOT OF TURBO LAG

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
120210A		42.29

<u>Causal</u>	<u>Full Part Number</u>	<u>Part</u>	<u>Part</u>	<u>Extended</u>
---------------	-------------------------	-------------	-------------	-----------------

<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>	<u>Amount</u>
Y	*	RECALEM	*	ECC PROCESSOR RECAL - EMISSIONS	031405	0	.00

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

68330

Server: AWS QA
 Claims loaded through: 14-JAN-2013

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 4475304

Vehicle Information

Model Year: 2011
 Market Derived: F - FORD
 Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
 Version/Series: T/AM-150 SERIES
 Drive Type: T/E-4 WHL L/H PART TIME DRIVE
 Vehicle Line: T/F6-F150/LINCOLN MARK LT [04-13]
 Warranty Start Date: 05-SEP-2011
 Production Date: 17-AUG-2011
 VIN: 1FTFW1ET3BF [REDACTED]

Claim Information

Document Number: 15621601
 Repair Date: 12-JUL-2012
 Distance: 32056
 TIS: 11
 AWS Load Date: 30-JUL-2012

Dealer Information:

Dealer Name TUTTLE-CLICK FORD LINCOLN
 Dealer Code: 05556 - *
 Address: 43 AUTO CENTER DR
 City: IRVINE
 State: CA Zip Code: 926182803
 Country: USA Region Code: NA
 Phone: (949)472-5200

Expense Information

Customer Paid Amount: .00
 Deductible Amount: .00
 Dealer Paid Amount: .00
 Labor Cost: 54.55
 Misc. Expense Amount: .00
 Part Markup Amount: 5.15
 Material Cost: 18.03
 Total Cost Gross: 72.58

Cust. Concern Code: D50 - OTHER ENGINE TROUBLES

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: NO FAULT CODES IN SYST, PERF TSB 12 6 4 REPROGRAM PCM ADD DEFLECTOR PLATE TO CRC, OK

Customer Comment: CUST STS VEH RUNS ROUGH WHEN COLD

Labor Op Code Labor Op Description Labor Op Cost

120604A	54.55
---------	-------

<u>Causal Flag</u>	<u>Full Part Number</u>	<u>Part Description</u>	<u>Part CPSC</u>	<u>Part Quantity</u>	<u>Extended Amount</u>
Y	* 6K775 *	COOLER ASSY	031202	0	.00

N	CL3Z	19E672	A	DEFLECTOR ASY-A/C	031202	1	10.04
N	*	W711281	S300		031202	1	.35
N	*	W520514	S440		031202	2	7.64

DTC Sections: Mil. Light On = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

68332

Server: AWS QA
Claims loaded through: 14-JAN-2013

Claim Detail Report

Note: All costs are in US dollars

Model Year = 2011; Claim Key = 5127004

Vehicle Information

Model Year: 2011
Market Derived: F - FORD
Body/Cab Type: T/BC - DOUBLE CAB (CREW CAB)
Version/Series: T/AM-150 SERIES
Drive Type: T/E-4 WHL L/H PART TIME DRIVE
Vehicle Line: T/F6-F150/LINCOLN MARK LT [04-13]
Warranty Start Date: 05-SEP-2011
Production Date: 17-AUG-2011
VIN: 1FTFW1ET3BF [REDACTED]

Claim Information

Document Number: 17295804
Repair Date: 11-SEP-2012
Distance: 36088
TIS: 13
AWS Load Date: 27-SEP-2012

Dealer Information:

Dealer Name TUTTLE-CLICK FORD LINCOLN
Dealer Code: 05556 - *
Address: 43 AUTO CENTER DR
City: IRVINE
State: CA Zip Code: 926182803
Country: USA Region Code: NA
Phone: (949)472-5200

Expense Information

Customer Paid Amount: .00
Deductible Amount: .00
Dealer Paid Amount: .00
Labor Cost: 218.20
Misc. Expense Amount: .00
Part Markup Amount: 139.60
Material Cost: 488.59
Total Cost Gross: 706.79

Cust. Concern Code: P59 - OTHER AUTOMATIC TRANSMISSION TROUBLES

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: ROAD TEST VERIFIED DRIVER LINE SHUDDER AT MODERATE TO LIGHT ACCELERATION. VERIFIED RING GEAR BACKLASH AT .014 INSPCT REAR SPRING PART NUMBERS AND COMPARED WITH 11 9 17 AND FOUND TSB DOESNT APPLY. LUBRICATED DRIVESHAFT SLIP YOKES WITH SOME IMPROVEMENT. HOWEVER SYMPTOM STILL PRSENT. REPLACED DRIVESHAFT AND ROADTEST, OK

Customer Comment: CUST STS VEH HAS A DRIVELINE VIBRATION ON TAKE OFF

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
4205A	DIFFERENTIAL CARRIER ASSEMBLY DIAGNOSIS	163.65
4602AA	DRIVE SHAFT ASSEMBLY - REAR REMOVE AND INSTALL	54.55

OR REPLACE

<u>Causal Flag</u>	<u>Full Part Number</u>			<u>Part Description</u>	<u>Part CPSC</u>	<u>Part Quantity</u>	<u>Extended Amount</u>
Y	BL3Z	4R602	D	DRV/SHFT & CPL ASY	050101	1	480.27
N	XG	8	*	MOTORCRAFT BATTERY	050402	1	8.32

DTC Sections: **Mil. Light On = ***

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact



webmaster

68334

Print Page Click Here

Report a Problem

OASIS RESULT: 1FTFW1ET3BF

USA: EN

15-JANUARY-2013 / 11:11:24 EST/ APP1
Local Time: 15-JANUARY-2013 / 11:11:24 AM

• VEHICLE INFORMATION

VEHICLE DESCRIPTION: 2011 F-SERIES LD
TRANSMISSION: 6 Speed Automatic Trans (6R80)
PAINT COLOR: Oxford White Solid C/C
AXLE RATIO: 3.55 Ratio
SYNC VERSION: V3

BODY STYLE: F-150 SUPERCREW 4X4
AXLE CODE: H9
PAINT CODE: YZ
WHEEL SIZE: 18 X 7.5" Chrome Clad Wheel
VHR ACTIVATED: Y

ENGINE: 3.5L V6 Gas DOHC TIVCT
ENGINE CALIBRATION: BF613C0N
RADIO: With AM/FM CD Player
FRONT TIRE: P275/65R18 A/T OWL
GROSS VEHICLE WEIGHT: 7350 LB. GVW

[Click here for CUDL](#)

• WARNING MESSAGES

CUDL - THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

• ACCURATE REPAIR NOTIFICATIONS

ATTENTION TECHNICIANS AND SERVICE MANAGERS:
3.5L GTDI ONLY FOR DTC P0430, P0299, AND P030X SEE TSB 12-10-19

• GENERAL WARRANTY INFORMATION

WARRANTY START DATE: 05-SEPTEMBER-2011 BUILD DATE: 17-AUGUST-2011

[New Vehicle Base Warranty](#)

SALE MILEAGE: 00023

• OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

• MARKETING MESSAGES

05395 Hemborg Ford

OWNER ADVANTAGE REWARDS: VIN HAS BEEN ASSOCIATED WITH AN OAR ACCOUNT AT THIS DEALERSHIP.

OA MEMBER#: 239178424

DEALER-FUNDED REWARDS BALANCES AS-OF-DATE: 28-DECEMBER-2012

DEALER SERVICE BALANCE: \$12.06

DEALER OIL CHANGE BALANCE: 0

DEALER SALES BALANCE: \$100.00

VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE DETAILS.

• EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

• WARRANTY REPAIR HISTORY

11-SEPTEMBER-2012

DEALER: Tuttle-Click Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 036088M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BL3Z 4R602D	DRV/SHFT & CPL ASSY	001	4206A	42	DOES NOT OPERATE PROPERLY
XG 8	MOTORCRAFT BATTERY	001	4602AA		

ROAD TEST VERIFIED DRIVER LINE SHUDDER AT MODERATE TO LIGHT ACCELERATION. VE RIFIED RING GEAR BACKLASH AT .014" INSPCT REAR SPRING PART NUMBERS AND COMPA RED WITH 11-9-17 AND FOUND TSB DOESNT APPLY. LUBRICATED DRIVESHAFT SLIP YOKE S WITH SOME IMPROVEMENT. HOWEVER SYMPTOM STILL PRESENT. REPLACED DRIVESHAFT A ND ROADTEST. OK

11-SEPTEMBER-2012

DEALER: Tuttle-Click Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 036088M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT,POSTAGE/MAINTENANCE

12 DAY TAP RENTAL

12-JULY-2012

DEALER: Tuttle-Click Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 032056M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
6K775	COOLER ASSY	000	120604A	42	DOES NOT OPERATE PROPERLY
CL3Z 19E672A	DEFLECTOR ASSY-A/C	001			
W7 11281S300		001			
W520514S440		002			

NO FAULT CODES IN SYST. PERF TSB 12-6-4 REPROGRAM PCM ADD DEFLECTOR PLATE TO CRC. OK

12-JULY-2012

DEALER: Tuttle-Click Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 032056M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
19703	COMPRESSOR-A/C	000	19700A	42	DOES NOT OPERATE PROPERLY
OSP		001			
YN 19		010			

PERF AC LEAK TEST NO LEAK DISCHARGE AC ADD AC DYE TO AC SYST AND EVACUATE CH ARGE AIR CONDITION 15025

21-MAY-2012

DEALER: Tuttle-Click Ford Lincoln

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 028168M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
BR3Z 12B579A	SENSOR EEC MASS AIR	001	12650D	42	DOES NOT OPERATE PROPERLY
CYFS 12Y3	SPARK PLUGS	002	12651DX1		
		000	12651D45		

		000	12650D55		
		000	12650D80		
		000	12405ART		

ROAD TEST FROM COLD START EEC DIAG NO FAULT CODES, DATALOG MAF SLOW TO CHANGE WITH THROTTLE CHANGE SUSPECT CONTAMINATION REPLACE MAF SENSOR, MODE 6 INDICATES MISFIRE COUNTS IN CYLINDERS 4 AND 5. REPLACE SPARK PLUGS, OK

21-MAY-2012

DEALER: Tuttle-Click Ford Lincoln

ODOMETER: 028168M

WARRANTY CLAIM NUMBER: [REDACTED]

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RECALEM	ECC PROCESSOR RECAL	000	120210A	04	SOFTWARE REVISION/FLASH MODULE

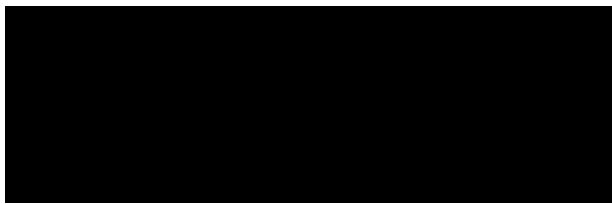
CHECK AND ADVISE, REPROGRAM PCM PER TSB 12-02-10, RETEST, OK

[Click Here for Full Warranty History](#)

[Report a Vehicle Concern](#) | [On-line 1878](#)

END OF OASIS REPORT FOR 1FTFW1ET3BF [REDACTED]

© Copyright 2002-2013 Ford Motor Company. All rights reserved.





STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware Corporation
and LASCO FORD, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
KATHERINE M. PITTEL P-68878
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Portland, Ionia County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Lasco Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Fenton, Genesee County, Michigan.

4. On or about July 31, 2012, Plaintiff purchased a new 2012 Ford F-150, VIN 1FTFW1ETXCF [REDACTED] (hereinafter referred to as "2012 F-150"), from the Seller which was manufactured by the Manufacturer (see copy of Motor Vehicle Purchase Agreement attached as Exhibit A).

5. Along with the purchase of the 2012 F-150 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2012 F-150 to the Manufacturer's authorized agent/dealer, Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2012 F-150 include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
08/08/12	654	46615	<u>ENGINE DEFECT:</u> Check engine light is on; poor fuel economy
08/15/12	N/A	N/A	<u>ENGINE DEFECT:</u> Engine defect
10/03/12	2,199	47411	<u>ENGINE DEFECT:</u> Vehicle has no power at times, acts like starved for fuel, when cold runs very rough, check engine light has been on
10/24/12	3,246	136684	<u>ENGINE DEFECT:</u> Check engine light was on but not currently on, when vehicle is cold it acts like it's getting too much fuel

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2012 F-150 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

14. Plaintiff's purchase of the 2012 F-150 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2012 F-150 free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2012 F-150 had defects and problems after Plaintiff purchased the vehicle as discussed above.

17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2012 F-150.

19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

20. The Manufacturer and Seller have failed to adequately repair the 2012 F-150 and/or have not repaired the 2012 F-150 in a timely fashion, and the 2012 F-150 remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2012 F-150's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2012 F-150 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2012 F-150.

24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2012 F-150 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2012 F-150 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2012 F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2012 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and attorneys' fees;
- F. To rescind the contract; and
- G. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

29. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

30. The 2012 F-150 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

31. The 2012 F-150 was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2012 F-150 unmerchantable.

33. The Manufacturer and Seller failed to adequately remedy the defects in the 2012 F-150; and the 2012 F-150 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 2012 F-150;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees;
- G. To rescind the contract; and
- H. Such other relief this Court deems appropriate.

**COUNT III
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705**

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

36. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

37. The 2012 F-150 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

38. The 2012 F-150 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

39. The express warranty given by Manufacturer, covering the 2012 F-150 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

40. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

41. Plaintiff's 2012 F-150 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

42. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

43. Manufacturer's attempted repair was unsuccessful as the 2012 F-150 continues to manifest the aforementioned defects.

44. The aforementioned defects substantially impair the use or value of the 2012 F-150 to the Plaintiff and/or prevent the 2012 F-150 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2012 F-150 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle MCL 257.1403. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages;

E. For prejudgment interest;

F. To rescind the contract; and

G. For such other and further relief as may be justified in this action.

COUNT IV
BREACH OF CONTRACT

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully restated and realleged.

46. An express limited warranty accompanied the delivery of the 2012 F-150 to Plaintiff. The limited warranty provided the Defendants would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

47. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2012 F-150 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

48. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2012 F-150;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For costs and expenses, interest, and attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

COUNT V
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

49. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though fully restated and realleged.

50. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

51. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

52. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

c) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which accurately discloses:

- (I) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and
 - (II) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair;
- d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;
 - e) Making an untrue or misleading statement of a material fact;
 - f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;
 - g) Failing to promptly restore to the person entitled thereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;
 - h) Failing to perform promised repairs within a reasonable time;
 - i) Failing to honor an express warranty;
 - j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.
 - k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what

is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

53. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against Seller or Dealer:

- A. For incidental, consequential, exemplary, statutory and actual damages;
- B. Double damages pursuant to MCL 257.1336;
- C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;
- D. To rescind the contract; and
- E. Such other relief this Court deems appropriate.

COUNT VI
RESCISSION OF CONTRACT

54. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 53 as though herein fully restated and realleged.

55. An express limited warranty accompanied the delivery of the 2012 F-150 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

56. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2012 F-150 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

57. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

58. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

59. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2012 F-150 to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2012 F-150;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

60. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 59 as though herein fully restated and realleged.

61. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

62. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

63. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

64. The 2012 F-150 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

65. The 2012 F-150 was manufactured, sold and purchased after July 4, 1975.

66. The express warranty given by the Manufacturer pertaining to the 2012 F-150 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

68. The above-described actions (failure to timely repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2012 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and damages;
- E. For costs, interest and actual attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

COUNT VIII
REVOCATION OF ACCEPTANCE

69. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 68 as though herein fully restated and realleged.

70. Plaintiff accepted the 2012 F-150 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

71. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

72. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

73. The nonconformities substantially impaired the value of the 2012 F-150 to the Plaintiff.

74. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2012 F-150 and out-of-pocket expenses. (See copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

75. Manufacturer and Seller have nevertheless refused to accept return of the 2012 F-150 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2012 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

COUNT IX
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

76. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 75 as though herein fully stated and realleged.

77. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2012 F-150;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

STEVEN S. TOTH P-44487
KATHERINE M. PITTEL P-68878
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Dated: November 21, 2012

Vollman



FACILITY NO. F 152835

1600 American Way Portland, MI 48875 517-647-1990 517-647-1934

70	6615	1	FTFW1ETXCF						DATE IN	08/08/12
EAR	12	MAKE	FORD	MODEL	F150	COLOR			TIME IN	13:06
MILES IN	654	MILES OUT	654	FIRST USE	/ /	USC	PORTLAND MI		CLOSED	15:29
EE		LSO							WRITERS	8912
							H: () -			ROB

CUSTOMER STATES CHECK ENGINE LIGHT IS ON VERIFIED CONCERN. KOEO GOT PASS CODE BUT HAS CONTINUOUS CODE P0430. KOER TESTS GOT PASS CODE BUT HAS CONTINUOUS CODE P0430. PERFORMED CONVERTER DIAG & CONVERTER IS BAD - HAS NO OUTSIDE DAMAGE. CONTACTED HOTLINE & THEY SAID TO REPLACE CONVERTER. COULD NOT VERIFY ANY DRIVEABILITY ISSUE @ THIS TIME. REMOVED AND REPLACED BANK 2 CONVERTER. RETESTED & VERIFIED REPAIR.

Warranty Claim Repair Type: R1 - 01
 Customer Concern Code: E29
 Condition Code: 42
 (90-7890 DAN-M216541) A (Warranty)

CUSTOMER STATES POOR FUEL ECONOMY COULD NOT VERIFY CONCERN @ THIS TIME
 (90-7890 DAN-M216541) A Labor T90 (Internal)

IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied", please contact our service manager. Thank you!

EXT SERVICE	W.C.	INT.	CUSTOMER
Lube-Oil-Filter			
		Labor	.00
		Parts	.00
		Sublet	.00
		Shop Sup/was	.00
		Oil/Grease	.00
		Sub Total	.00
		Tax	.00
		Total	.00

parts are new unless otherwise specified. Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. MISC. SHOP SUPPLIES AND/OR EPA: A token charge adjacent to 10% or less of our labor charge, maximum of \$10.00, for supplies used in or on your vehicle. Applicable items are nuts, bolts, washers, tape, pins, vents, lubricants, solder, window sealers, mats, tirevalve, zero-draw, shifter, rope, carbowser and battery cleaning wire, etc. In accordance with EPA regulations, a hazardous waste disposal fee will be charged where applicable. This fee is based upon the service operation performed in our shop and can vary pending upon the actual disposal waste created.

REPAIRS PROPERLY COMPLETED AND CHECKED BY

Page 1 of 1 CUSTOMER SIGNATURE Job 46615

46615 Customer Copy

Vollman



FACILITY NO. F 152835



1600 American Way Portland, MI 48875 517-647-1990 517-647-1934

NO	VIN		DATE IN	
7411	1	FTFW1ETXCF	10/03/12	
YEAR	MAKE	MODEL	COLOR	TIME IN
112	FORD	F150	BLACK	09:07
MILES IN	MILES OUT	FIRST USE	DISC.	CLOSED
2199	2199	00/00/00	MI	10/09/12
BY	H:			WRITER
LSO	W: (517)			RON

VEHICLE AHS NO POWER AT TIMES, ACTS LIKE STARVED FOR FUEL, WHEN COLD RUNS VERY ROUGH, CHK ENGINE LIGHT HAS BEEN ON FOUND CODE P0430. VEHICLE IS RUNNING FINE & FUEL TRIMS ARE IN RANGE. CONTACTED HOTLINE - PERFORMED HIGH PRESSURE FUEL TEST & FOUND #5 INJ TOOK 406MS - ALL OTHERS 159-173MS. R&R #5 INJ PER WRKSHIP MANUAL & HOTLINE SAID TO REPLACE IT. RECHECKED HIGH PRESSURE FUEL SYSTEM & NOW ALL INJ FLOWING 159-161MS. RESET KAM. TEST DROVE & VEHICLE RUNS GOOD. TEST CAT AND IT IS WORKING PROPERLY @ THIS TIME

9280AL	42	E29	T90	35
9350B			T90	6
12650D			T90	2
BL3Z9F593B		(INJECTOR ASY)		1
7T4Z8527A		(SEAL)		2
AA5Z9439A		(GASKET - INTAK)		6
BL3Z9439A		(GASKET - INTAK)		2
CL3Z9J323A		(TUBE ASY)		1
W503280S437		(BOLT)		4
W716115S900		(BOLT)		4
VC3B		(ANTI-FREEZE)		1

Warranty Claim Repair Type:R1 - 01
 Customer Concern Code: E29
 Condition Code: 42
 (90- DAN-M216541) A

..... (Warranty)

CUSTOMER LOANER VEHICLE
 TAP DAYS - 9DAYS @ \$30/DAY

Labor T99
 VOLLMAN FO 47411

Warranty Claim Repair Type:R1 - 01
 (99- HOUSE-) A

..... (Warranty)

IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied", please contact our service manager. Thank you!

ext Service	Lube-Oil-Filter	W C	INT.	CUSTOMER
<small>Parts are new unless otherwise specified. Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes or authorizes any person to assume for it any liability in connection with the sale of said products. MISC. SHOP SUPPLIES AND/OR EPA: A token charge equivalent to 10% or less of our labor charge, maximum of \$10.00, for supplies used in or on your vehicle. Applicable items are mats, bolts, washers, tape, pins, rivets, lubricants, solder, window sealers, mats, towels, auto-spray, shellac, rags, carburetor and battery cleaner, wire, etc. In accordance with EPA guidelines, a hazardous waste disposal fee will be charged where applicable. This fee is based upon the service operation performed in our shop and can vary depending upon the actual disposal waste created.</small>				
REPAIRS PROPERLY COMPLETED AND CHECKED BY Page 1 of CUSTOMER SIGNATURE Job 47411				
			Labor .00 Parts .00 Sublet .00 Shop Sup/was .00 Oil/Grease .00 Sub Total .00 Tax .00 Total .00	

47411



Customer Copy



LASCO FORD, INC.

2525 Owen Rd. • Fenton, MI 48430
 Phone (810) 629-2255 Fax (810) 629-0975
 qualitycaresvc@lascoford.com
 qualitycareparts@lascoford.com
 www.lascoford.com
 LOOK TO LASCO



DEALER REGISTRATION NO. F102680

CUSTOMER NO. 60980	ADVISOR MIGUEL ELICERIO 47960	TAD NO. 3509	INVOICE DATE 11/02/12	INVOICE NO. FOCS136684
RESIDENCE PHONE [REDACTED]	LABOR RATE 90.00	LICENSE NO.	MILEAGE 3,246	COLOR TUXEDO BLK
	YEAR / MAKE / MODEL 12/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 07/31/12	DELIVERY MILES 31	STOCK NO. 12-11255
BUSINESS PHONE [REDACTED]	VEHICLE ID. NO. 1FTFW1ETXC	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	H. O. DATE 10/24/12	
COMMENTS	MO: 3246			

JOB# 1 CHARGES

LABOR 12 10E0701

CUSTOMER STATES THAT CK ENG LIGHT WAS ON BUT NOT CURRENTLY ON...CUSTOMER ALSO STATES THAT WHEN VEHICLE IS COLD IT ACTS LIKE IT'S GETTING TOO MUCH FUEL...PLEASE CK AND ADVISE VERIFIED CUSTOMER COMPLAINT. KOED PD430. CONTACTED HOTLINE DUE TO LEFT CATALYTIC CONVERTER ALREADY REPLACED. ADVISED TO COMPLETE LOW PRESSURE FUEL TEST, THEN REMOVE SPARK PLUGS AND LOOK FOR LEAKING INJECTORS. NO LEAKING INJECTORS, NO LOSS OF FUEL PRESSURE. FSE CALLED AND ADVISED TO REPLACE CATALYTIC CONVERTER AND CHARGE AIR COOLER. REPLACED BOTH AND TEST CLEARED CODES AND RESET KAM. TEST DROVE VERIFIED BOTH CATS ARE WORKING AND CHECKED FUEL MILAGE WITH IDS. 18.4 HIGHWAY, 19.6 SECONDARY ROAD/PAVED AT 55 MPH. TOTAL MILAGE APPROX 22.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BL3Z-5E212-E	CONVERT 522725			WARRANTY
	2	-W520514-S440	NUT - A 028048			WARRANTY
	2	-W711281-S300	PIN - T 635512			WARRANTY
	1	BL3Z-6K775-B	INTERCO 643378			WARRANTY
	1	CL3Z-19E672-A	DEFLECT 635509			WARRANTY
TOTAL - PARTS						0.00

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

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

**COMMITTED
TO
COMPLETE
CUSTOMER
SATISFACTION**

Monday 7:30 am - 8:00 pm
 Tuesday - Friday 7:30 am - 6:00 pm
 Closed Saturdays
 Early Bird Drop Off Available
 Ask about local shuttle service

**YOUR
NEIGHBORHOOD**



DEALER

**ALL PARTS NEW UNLESS
SPECIFIED OTHERWISE.**

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act
 REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X

K120016 and 8/10/04. ERNATIVE C22881-0 10/04.

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
KATHERINE M. PITTEL

CONSUMER
LEGAL
SERVICES, P.C.

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

November 21, 2012

Lasco Ford, Inc.
c/o Philip J. Lasco
2525 Owen Rd.
Fenton, MI 48430

RE: 2012 Ford F-150
VIN: 1FTFW1ETXCF [REDACTED]

Dear Mr. Lasco:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Lasco Ford, Inc. on or about July 31, 2012. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby reject and/or revoke acceptance of the 2012 Ford F-150 and is prepared to file suit to effect rejection, revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Lasco Ford, Inc. and Ford Motor Company, liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

Philip J. Lasco
November 21, 2012
Page Two

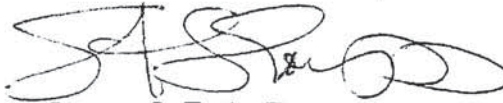
Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least four (4) different occasions and the vehicle has not been cured. Therefore, please contact my office to make arrangements for return of the subject vehicle in exchange for a refund of the purchase price plus all incidental and consequential damages. If I do not hear from you within 14 days, I will assume that you refuse to accept return of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for [REDACTED] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Steven S. Toth, Esq.

SST/klw

cc: [REDACTED]

1FFFW1ETXCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 24-31-JUL-2012 JUN-2012 148531 USA 3 4C03 BL3Z 5E212 E F04 S11 V52 D53 42
AWS Claim Key: 2879752 **Doc #:** 13668401 **Trx Code:** S07 **Labor Hrs:** 3.4 **Labor Cost:** 317.25 **Material Cost:** 489.55 **Total Cost:** 806.8
Dlr Cd-Sub Cd: 09648-* **Name:** LASCO FORD, INC. **Ph:** 810-6292255 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**24-OCT-2012 **DIST(Mile):**3246
Cust Comments: CUSTOMER STATES THAT CHECK ENGINE LIGHT IS ON
Tech Comments: VERIFIED CUSTOMER COMPLAINT, KOEO P0430. CONTACTED HOTLINE DUE TO LEFT CTALYTIC CONVERTER ALREADY REPLACED. ADVISED TO COMPLETE LOW PRESSURE FUEL TEST, THEN REMOVE SPARK PLUGS AND LOOK FOR LEAKING INJ FOR TESTING AND REMOVAL OF SPARK PLUGS AND LOOKING FOR LEAKING INJECTORS

Any comments? You can contact



webmaster

KOEO:

KOEC: P0430

KOER:

Comments:

REPAIR 08/08/2012 02:55PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES POOR FUEL MILEAGE AND CHECK
ENGINE LIHGT IS ON. ALSO VEHICLE LACKS ACCELERATION WOULD NOT GO OVER
60 MPH. DIAGNOSTICS: KOER TEST GOT PASS CODE KOEO TEST GOT PASS
CODE BUT HAS CONTINUOS CODE P0430 STORED. PERFORM POWER BALANCE ALL OK
CHECK MISFIRE MONITOR NO CYL. ARE MISFIRING AT THIS TIME. PARTS
REPLACED:NONE TECH QUESTION:THERE IS A TSB FOR THIS ISSUE BUT THE
TRUCK WAS BUILT 6/24/2012 DOES THIS TSB APPLY [TSB12-6-4]TSB ONLY
STATES VEHICLES BUILT ON OR BEFORE 5/24/2012. IS THERE A LATER
CALIBRATION FOR THIS VEHICLE

RECOMM 08/08/2012 02:55PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

DAN, ACCORDING TO
HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUM
Q.ASP?FLAVOR=DEALERS&SZARTICLE=12-06-04' TARGET='_BLANK'>TSB
12-06-04, AS SUSPECTED, THIS TSB WOULD NOT APPLY TO THIS VEHICLE.
AT THIS TIME, DUE TO THE FAILED CATALYST, REPLACE THE CATALYST AND
REEVALUATE THIS VEHICLES CONDITION. PREMATURE CATALYST FAILURE ARE
MAINLY CAUSED BY POOR FUEL QUALITY, OR MISFIRES. AT THIS TIME, INSPECT
THE FUEL QUALITY OF THIS VEHICLE. IF A FUEL QUALITY ISSUE IS
SUSPECTED, DRAIN THE FUEL TANK AND FILL THE VEHICLE WITH KNOWN GOOD
FUEL. IF A FUEL QUALITY ISSUE IS NOT SUSPECTED, ATTEMPT TO
IDENTIFY A MISFIRING CYLINDER. PLEASE MONITOR THE FOLLOWING PIDS
DURING AN EXTENDED ROAD TEST: 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 THE

RECOMM 09/19/2012 12:23PM SEAN FRENCH MSS - FCSD - TECH SVC HOTLINE

RONALD, THE MOST COMMON CAUSE FOR PREMATURE CATALYST FAILURE IS DUE TO AN EXCESSIVELY RICH/LEAN CONDITION, POOR FUEL QUALITY OR DUE TO EXCESSIVE OIL CONSUMPTION. DUE TO THE P0430 IT WOULD BE RECOMMENDED TO ONCE AGAIN REPLACE THE AFFECTED CATALYST AS WELL AS IDENTIFY THE REASON FOR THE FAILURE. RECOMMEND INSPECTING THE INTAKE AND CAC SYSTEM FOR EXCESSIVE OIL POOLING (LIGHT OIL FILM IS CONSIDERED NORMAL). IF POOLING IS PRESENT RECOMMEND REPLACING THE PCV VALVE AND LINES AT THIS TIME. ALSO MONITOR PIDS: OCTADJ_R_LRND, SHRT_FT AND LONG_FT. IF THE OCTANE LEARNED PID READS NEGATIVE THEN THIS INDICATES POOR FUEL QUALITY THAT REQUIRES REPLACEMENT. IF THE PID READS 85 THEN THIS INDICATES E85 ETHANOL WHICH CAN CAUSE AN EXCESSIVELY LEAN CONDITION WHICH WOULD ALSO REQUIRE FUEL REPLACEMENT. IF FUEL TRIMS READ EXCESSIVELY RICH RECOMMEND PERFORMING AN IDS FUEL INJECTOR FLOW TEST. IF THE TEST FAILS REPLACE INJECTORS AS NECESSARY AS PER THE WSM. ALSO PERFORM A FUEL PRESSURE LEAK DOWN TEST WITH A MECHANICAL GAUGE INSTALLED IN-LINE WITH THE LOW SIDE FUEL SYSTEM. IF 5PSI OR MORE OF FUEL PRESSURE LEAK DOWN OCCURS WITHIN 60 SECONDS OR 18PSI OR MORE WITHIN 30 MINUTES THEN THIS WOULD BE CONSIDERED EXCESSIVE. IF EXCESSIVE LEAK DOWN IS PRESENT RECOMMEND INSPECTING CYLINDERS FOR RAW FUEL WITH A BOROSCOPE. IF RAW FUEL IS IDENTIFIED REPLACE THE FUEL INJECTOR OF THE AFFECTED CYLINDER AND REEVALUATE THE CONCERN. IF TRIM INDICATE LEAN RECOMMEND TESTING FOR VACUUM LEAKS. TO DO THIS: INTRODUCE SMOKE WITH THE EVAP TESTER FOLLOWED BY APPLYING 15PSI OF REGULATED SHOP AIR AND MONITOR FOR LEAKAGE. ALSO APPLY A SOAPY WATER SOLUTION TO ALL CAC CONNECTIONS WHILE UNDER PRESSURE AND MONITOR FOR SIGNS OF BUBBLING.

REPAIR 10/02/2012 10:43AM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE

CUSTOMER WOULD NOT LEAVE VEHICLE WITH US WHEN WE ASKED FOR YOUR ASSISTANCE CUSTOMER FINALLY BROUGHT VEHICLE BACK CHECK ENGINE LIGHT IS OFF NOW RAN KOEO GOT PASS BUT HAS P0430 STORED IN CONTINUOUS MEMORY TEST DROVE AND MONITORED OCTADJ_R_LRND -23.88% WHEN FIRST STARTED BUT

REPLACE THE BANK 2 EXHAUST CONVERTER AND RETEST.

AUDIT 10/03/2012 08:55AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

ODOMETER 654 M CHANGED TO 2198 M BY BGRAHA43

REPAIR 10/24/2012 07:41PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN:SERVICE ENGINE SOON LIGHT IS ON
STEADY DIAGNOSTICS: KOEO, KOER AND TRIED RELATIVE INJECTOR FLOW
TEST BUT AS THE TEST COUNTED DOWN FROM TEN AS IT WOULD HIT 7 THE TRUCK
WOULD START AND NEVER FINISH THE TEST. TRIED RIF TEST 6 TIMES UNDER
TWO DIFFERENT SESIONS. PARTS REPLACED:NONE TECH QUESTION:HAS
ALREADY HAD ONE LEFT CAT AT 654 MILES AND THE CODE RETURNED AFTER THAT
AROUND 2100 MILES. NO AGAIN AT 3246. THIS TRUCK IS AFTER THE BUILD
DATE FOR TSB 12-06-04. CHECKED FOR PCM UPDATE BUT NONE AVAILABLE. MY
IDS IS AT LEVEL 81.03. ANY DIRECTION?

RECOMM 10/24/2012 07:41PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

DAVID, FURTHER RESEARCH NEEDS TO BE COMPLETED ON THIS TOPIC. YOU
WILL BE CONTACTED BY A REPRESENTATIVE OF THE FORD TECHNICAL HOTLINE
TOMORROW (10/25/12) TO FURTHER DISCUSS THIS CONCERN.

REPAIR 10/25/2012 11:43AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

OUTBOUND CALL TO THE DEALERSHIP TO FURTHER DISCUSS THIS VEHICLES
CONDITION. DAVE STATED THAT THE VEHICLE IS SETTING DTC P0430, WITH NO
DRIVEABILITY RELATED CONCERNS. A CATALYST AND A FUEL INJECTOR HAVE
BEEN REPLACED PREVIOUSLY. DURING THE RELATIVE INJECTOR FLOW TEST, THE
VEHICLE WILL START AFTER AT 7 SECONDS OF THE 10 SECOND COUNTDOWN, WITH
THE ENGINE CRANKING. AT THAT TIME, THE IDS WILL EXIT THE TEST. THE
CUSTOMER IS ALSO COMPLAINING OF POOR FUEL ECONOMY.

RECOMM 10/25/2012 11:43AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE

DAVE, PLEASE PERFORM THE FUEL PRESSURE LEAKDOWN TEST. PLEASE
INSTALL A MECHANICAL GUAGE TO MEASURE THE LOW SIDE FUEL SYSTEM
PRESSURE. WITH THE MECHANICAL GUAGE INSTALLED, PLEASE KOEO AND ALLOW
THE FUEL SYSTEM TO PRIME. THE FUEL SYSTEM SHOULD PRIME TO 51-62 PSI.
ONCE THE FUEL SYSTEM PRIMES, PLEASE KEY OFF, AND MONITOR THE FUEL
PRESSURE AFTER 30 MINUTES. THE FUEL SYSTEM SHOULD NOT DECREASE MORE

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. DUE TO THE CUSTOMER REQUEST FOR BUY BACK, 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

10/26/2012 09:52AM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE ON THIS VEHICLE DUE TO CUSTOMER REQUEST FOR BUY BACK. THE VEHICLE CAME TO THE DEALER BECAUSE OF A REPEAT MIL ON WITH DTC P0430. THE VEHICLE HAS BEEN TO A PREVIOUS DEALER AT LEAST THREE TIMES WITH A CATALYST AND FUEL INJECTOR REPLACEMENT PERFORMED. THE CURRENT TECHNICIAN STATES THAT WHEN ATTEMPTING TO PERFORM THE RELATIVE INJECTOR FLOW TEST THE VEHICLE WILL START AND RUN THREE SECONDS INTO THE TEST. IT IS UNCLEAR TO THE TECHNICAL HOTLINE WHAT THE ROOT CAUSE OF THE CONCERN MAY BE. THE VEHICLE IS AT THE DEALER. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 4
ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 7

[Download Options](#)

ADD-ON

10/29/2012 02:10PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT

TALKED TO DAVE MURRAY AT THE DEALERSHIP. DISCUSSED CHECKING CAC.

ADD-ON

11/09/2012 03:14PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT

INSTRUCTED DEALERSHIP TO PERFORM TSB 12-10-19 AND REPLACE THE LEFT CAT. AFTER THE TSB WAS PERFORMED AND THE CAT REPLACED ALL MONITORS PASSED AND THE TRUCK OPERATED NORMALLY.

AUDIT

11/09/2012 03:14PM BRAD BRANIM(FSE) MSS - FCSD - REG - DETROIT

TECH ASSIST REFERRAL HAS BEEN CLOSED

DATE OF FOLLOW UP: 10-26-2012
TIME OF FOLLOW UP (HH:MM): 18:00

Action: CREATE FOLLOW UP
Dealer: 09648 LASCO FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN Analyst: KJOHN195
Action Date: 10/26/2012 Action Time: 12.28.48.695 Action Data: Yes

Comments PER SM FSE DISPATCHED BY HOTLINE FOR THIS CONCERN.- OBC TO CUSTOMER- [REDACTED]->
PROVIDED CUSTOMER UPDATE- CUSTOMER MENTIONS HE SMELLED FUEL AS WELL AND FORGOT TO TELL THE
DELAER- ADVISED I WILL SHARE THE VEHICLE. CUSTOMER IS CONCERNED ABOUT WARRANTY RUNNING OUT.
AFTER ALL THESE CONCERNS- ADVISED I CAN SEE ABOUT ESP FOR HIM EXPLAINED 5-60 POWERTRAIN. FU SET
TUESDAY TO PROVIDE NEW INFO

Data Element Name Data Value

DATE OF FOLLOW UP: 10-30-2012
TIME OF FOLLOW UP (HH:MM): 19:00

Action: CREATE FOLLOW UP
Dealer: 09648 LASCO FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN Analyst: KJOHN195
Action Date: 10/30/2012 Action Time: 15.36.07.792 Action Data: Yes

Comments PER DEALER THEY ARE PERFORMING NEW TSB 12-10-19 REPLACING C AC AND CONVERTER. FSE
STILL WORKING WITH TECH. - OBC TO CUSTOMER- [REDACTED] - CUSTOMER DISCONNECTED CALL.

Data Element Name Data Value

DATE OF FOLLOW UP: 11-01-2012
TIME OF FOLLOW UP (HH:MM): 19:00

Action: CREATE FOLLOW UP
Dealer: 09648 LASCO FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN Analyst: KJOHN195
Action Date: 11/01/2012 Action Time: 15.58.39.955 Action Data: Yes

Comments OBC TO CUSTOMER- [REDACTED] - LM ON VM ADVISING OF UPDATE ON VEHICLE. (PER SM PARTS
TO ARRIVE TODAY FED EX- FU SET FOR MONDAY

Data Element Name Data Value

DATE OF FOLLOW UP: 11-05-2012
TIME OF FOLLOW UP (HH:MM): 19:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09648 LASCO FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN Analyst: KJOHN195
Action Date: 11/01/2012 Action Time: 16.11.40.192 Action Data: No

Comments SPOKE WITH CUSTOMER ADVISED OF REPAIRS- FU SET 11-5

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

11-15-2012
17:00

Action: CONCERN ADDRESSED
Dealer: 09648 LASCO FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 11/15/2012 **Action Time:** 09.31.14.082 **Action Data:** Yes

Comments ESP SHOWING ACTIVE- OBC TO CUSTOMER- USA 2013 NEW 60/75,000 PREMIUMCARE W/ROADSIDE —
ESP ACTIVE CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	81
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



MI

3
HP

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



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

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

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

- JACQUELINE C. HERRITT**
- ROBERT A. RAPKIN**
- ANGELA K. TROCCOLI**
- FRED DAVIS**
- AMY L. BENNECOFF**
- CHRISTINA GILL ROSEMAN**
- RICHARD A. SCHOLER**
- TARA L. PATTERSON**
- W. CHRISTOPHER COMPONONO**
- TIMOTHY J. ABEL, JR.**
- JACOB U. GENSBURG**
- JOSEPH A. GENTILCORE**

May 24, 2012

Via certified mail, return receipt requested

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

RE: [REDACTED] v. Ford Motor Company
2011 Ford F-150
VIN 1FTFW1ET3BF [REDACTED]

Dear Sir/Madam:

RECEIVED
MAY 30 2012

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAY 30 2012

OFFICE OF THE
GENERAL COUNSEL

12 MAY 29 2012

Pursuant to the Michigan Warranties on New Vehicles Act, please allow this letter to serve as written notification to Ford Motor Company of the need to repair the defects and nonconformities involving but not limited to the harsh shifting condition and loss of power on the above-identified vehicle and a demand that Ford Motor Company repurchase the vehicle and pay \$1750 in attorneys' fees. I have enclosed copies of the repair orders for your reference.

If I do not hear from you within 10 days of the date of this letter, I will assume that Ford Motor Company is unable or unwilling cure the defects and nonconformities with the vehicle. I can be reached at 1-800-536-6652, extension 160 or croseman@lemonlaw.com. Thank you.

Very truly yours,

Christina Gill Roseman

CGR\

5123

213203

Bill Marsh Kalkaska, LLC

Ford · Chrysler · Dodge · Jeep
408 W. Mile Rd. · Kalkaska, MI 49646
(231) 258-9192 · 800-59 MARSH
www.BillMarsh.com

INVOICE



CITY, MI

PAGE 1

CONT:N/A
CELL:

SERVICE ADVISOR: 3051 MARK BLODGETT

Table with columns: OR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes vehicle details for a 2000 Ford F-150 and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes a note about shifts and leaks.

A SHIFTS LUG BETWEEN 3-4 SHIFT WORSE COLD ALSO CHECK TURBO FOR VACCUM LEAKS ETC AND TIGHTNESS

CAUSE: 2000 FORD SERVICE: 3065 HANNA, MARK LIC#: M127012 WF (N/C)
FC: PART#: COUNT: CLAIM TYPE: AUTH CODE: 1905
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

3475 RE-FLASHED PCM AS PER TSB 11-7-20, PERFORM ADAPTIVE RELEARN
B Moved to: 213203C Line: A
5000 Moved to: 213203C Line: A
999 I (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C C/STATES WHEN HE HIT BUMP THERE IS A SQUEEK IN THE CAB
CAUSE: 2000 FORD SERVICE: 3065 HANNA, MARK LIC#: M127012 WF (N/C)
FC: PART#: COUNT: CLAIM TYPE: AUTH CODE: 1905
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

3475 NO SYMPTOMS DUPLICATED
D CUSTOMER IS NOT GETTING GOOD GAS MILLAGE

Table with columns: STATEMENT OF DISCLAIMER, DESCRIPTION, TOTALS. Includes a disclaimer and a list of charges like LABOR AMOUNT, PARTS AMOUNT, etc.

CUSTOMER COPY

Hotline Assistance Request

VIN: 1FTFW1ET3BF [REDACTED]
 Vehicle: 2011 F-SERIES LD
 RO Number: 215375
 Contact ID: 105316773
 Request Date: 04-12-2012
 Technician: mark. hanna

Request Form Details:**Description of vehicle concern:**

HARSH 2-3 AND 3-4 UPSHIFTS, 3-1 DOWNSHIFT ON COASTDOWN

Diagnostics performed:

NO DTCS, LATEST CALIBRATION ALREADY INSTALLED, PERFORMED ADAPTIVE DRIVE CYCLE AND SMOOTHED OUT SHIFTS, 3-1 DOWNSHIFT IS NORMAL-COMPARED TO LIKE VEHICLE, FLUID FULL AND CLEAR

Parts replaced:

NONE

Tech's question:

STILL HAS A HARSH 4-3 DOWNSHIFT, ANY DRIVEABILITY CONCERNS THAT COULD CAUSE THIS?

Additional Diag/Comments

Comment from: Ford **Comment Date:** 4/12/2012 11:08:59 AM
 Mark,

Any engine performance concern that is present will affect transmission operation. If there are any performance concerns present then identify and address first. Check the air filter housing to be secure, inspect for a factory air filter. Check the MAF for contamination. If the LOAD calculation is skewed harsh shifts can occur. To check for any engine performance concerns monitor APP(%), BARO(PRESS), CHT(TEMP), CYL_(1-6)_ACCL, DIST_BRKOVDR, EQ_RAT11 (RATIO), EQ_RATIO21 (RATIO), EVAPCP, FRP (PRESS), FRP_DSD, FTP_H20, GEAR, KNK_CNTR_CYL (1-6), KNK_RATE_LRND, LOAD, LONGFT1, LONGFT2, MAP(PRESS), MFF_INGEAR, MFF_LOAD, MFF_RPM, MFF_RUN, MFF_SOAK, MFF_TCC_LOCK, MFF_THR_ANG, MFF_TRIP, MFF_VSS, MP_LRND, NUM_MISFIRE, OCTADJ_R_LRND, O2S11_CUR, O2S21_CUR, RPM, RUNTM, SHRTFT1, SHRTFT2, TQ_CNTRL, TR, VPWR, VREF, VSS during the concern.

Comment from: DEALER **Comment Date:** 4/16/2012 10:47:53 AM

PERFORMED ADAPTIVE DRIVE CYCLE AND RE-EVALUATED SHIFTS, SHIFTING MUCH BETTER, COMPARED TO LIKE VEHICLE AND DETERMINED TO BE NORMAL. DROVE VEHICLE AND MONITORED PIDS, NO OTHER CONCERNS DUPLICATED AT THIS TIME, SENT RECORDINGS TO HOTLINE

Additional comments or diagnostic info

<http://www.fordtechservice.dealerconnection.com/vdirs/hotline/printhar.asp?vin=1FTFW1...> 4/16/2012

CUSTOMER #: 185123

212580

Bill Marsh Kalkaska, LLC

Ford · Chrysler · Dodge · Jeep
408 W. Mile Rd. · Kalkaska, MI 49646
(231) 258-9192 · 800-59 MARSH
www.BillMarsh.com

INVOICE

PAGE 1

TRAVERSE CITY, MI
HOME
BUS:

CONT: N/A
CELL:

SERVICE ADVISOR: 3051 MARK BLODGETT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN / OUT, TAG. Includes vehicle details for a 2011 Ford F-150 and service dates.

07:25 31OCT11 08:06 31OCT11
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A C/STATES HAVING POOR SHIFT QUALITY AND SEEMS ERRATIC > WANTS TO TAKE
A RIDE W/TRANS TECH TOP SEE IF MAY BE A REPROGRAM OR SOMETHING
EASY > CHECK W/TECH TO SEE IF CAN WORK IN TRIAGE TYPE & ROAD
TEST

2000 FORD SERVICE:

3065 HANNA, MARK LIC#: M127012

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

2131 NO DTC'S STORED, NO APPLICABLE BULLETINS. CLEARED ADAPTIVE
LEARNING TABLES AND PERFORMED ADAPTIVE DRIVE CYCLE

OUR GOAL IS TO FIX YOUR VEHICLE ON THE FIRST VISIT TO YOUR COMPLETE SATISFACTION. PLEASE LET ME KNOW HOW WE ARE DOING. THANK YOU FOR YOUR BUSINESS. KRISTOPHER MOORE-SERVICE MGR (231) 258-5101 OR KMOORE@BILLMARSH.COM THANK YOU

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...

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Table with columns: DESCRIPTION, TOTALS. Lists charges for LABOR, PARTS, GAS, OIL, LUBE, etc., all totaling 0.00.

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

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

0.00

CUSTOMER # 185123

213323

Bill Marsh Kalkaska, LLC

Ford · Chrysler · Dodge · Jeep
408 W. Mile Rd. · Kalkaska, MI 49646
(231) 258-9192 · 800-59 MARSH
www.BillMarsh.com

INVOICE

TRAVERSE CITY, MI
HOME:
BUS: CONT:N/A

PAGE 1

SERVICE ADVISOR: 3051 MARK BLODGETT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: INGOT SILV, 11, FORD F-150, 1FTFW1ET3BF, 3797/3797, TMH64. Row 2: DEL. DATE, PROD. DATE, WARR. EXP., PROMISED, PD NO., RATE, PAYMENT, INV. DATE. Row 3: 30SEP11 DD, 17:00 12DEC11, 0.00, CASH, 12DEC11. Row 4: R.O. OPENED, READY, OPTIONS: STK:BFC57672 DLR:40 ENG:3.5_Liter_GTDI

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

A THE TRUCK IDLE IS DROPPING LOW AT STOPS ?
CAUSE: ENGINE IDLE TO SPRCIFICATIONS AT THIS TIME

2000 FORD SERVICE:
3065 HANNA, MARK LIC#:

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

1905
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

3797 ENGINE IDLE TO SPRCIFICATIONS AT THIS TIME

B THE TRUCK WAS A MISS AT 4TOS GEAR SHIFTING
CAUSE: TEST DROVE VEHICLE TO MONITOR PIDS AS PER HOTLINE CONTACT ID
#104990782, NO CON CLUSIVE DATA AT THIS TIME

2000 FORD SERVICE:
3065 HANNA, MARK LIC#:

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

1905
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

3797 TEST DROVE VEHICLE TO MONITOR PID'S AS PER HOTLINE CONTACT ID
#104990782, NO CON CLUSIVE DATA AT THIS TIME, MARK BLODGETT DROVE THE
TRUCK FOR 120 MILES THE TRUCK HAS A SMALL TURBO HESS. AT TAKE OFF

C THE CUSTOMER IS SEEING WATER LEAKING OUT OF THE EXHAUST AT THE JOINTS
CAUSE: CONDENSATION COMING OUT OF DRAIN HOLES IN MUFFLERS

2000 FORD SERVICE:
3065 HANNA, MARK LIC#: M127012

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

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

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

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

CUSTOMER SIGNATURE

CUSTOMER #: 185123

214580

Bill Marsh Kalkaska, LLC

Ford · Chrysler · Dodge · Jeep
408 W. Mile Rd. · Kalkaska, MI 49646
(231) 258-9192 · 800-59 MARSH
www.BillMarsh.com

INVOICE

TRaverse CITY, MI

PAGE 1

HOME [REDACTED] CONT: N/A
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 3051 MARK BLODGETT

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Includes vehicle details for a Ford F-150 and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes service description 'A INTERMITTENT ENG. SURGE ON LIGHT LOADS AT CRUISE' and associated costs.

8196 DIAGNOSIS AND TESTING---CUSTOMER STATES SURGE AT HIGHWAY SPEEDS EEC TEST: CONT---PASS KOEO---PASS KOER---PASS PERFORM TSB 12-02-10 REPROGRAM PCM TO LATEST CAL#EL3A-12A650-AZF NOTE: PLEASE ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS. CLEAR DTC'S AND RETEST---PASS ROAD TEST---PASSED

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE A, TOTAL LINE B. Includes service description 'B PERFORM MULTIPOINT INSPECTION' and associated costs.

8196 Reinstall heat shield that fell down/came off under vehicle

EST: 0.00 25FEB12 10:04 SA: 3051

THERE IS A PIECE IN THE BACK OF TRUCK PLEASE PUT BACK ON OUR GOAL IS TO FIX YOUR VEHICLE ON THE FIRST VISIT TO YOUR COMPLETE SATISFACTION. PLEASE LET ME KNOW HOW WE ARE DOING. THANK YOU FOR YOUR BUSINESS. DAVE KELSEY-SERVICE MANAGER (231)258-5101 OR DKELSEY@BILLMARSH.COM THANK YOU

Table with columns: STATEMENT OF DISCLAIMER, DESCRIPTION, TOTALS. Includes a disclaimer on behalf of the servicing dealer and a summary of charges (LABOR, PARTS, GAS, OIL, LUBE, etc.) with a total of 0.00.

#: 185123

215375 **Bill Marsh Kalkaska, LLC**

Ford · Chrysler · Dodge · Jeep
408 W. Mile Rd. · Kalkaska, MI 49846
(231) 258-9192 · 800-59 MARSH
www.BillMarsh.com

INVOICE

PAGE 2

VERSE CITY, MI
 ME: [REDACTED] CONT: N/A
 US: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 1756 DAVID M KELSEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
INGOT SILV	11	FORD F-150	1FTFW1ET3BF [REDACTED]		11303/11303	TKEN5	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30SEP11	DE		17:00 16APR12		0.00	CASH	16APR12
R.O. OPENED		READY	OPTIONS: STK:BFC57672 DLR:40 ENG:3.5_Liter_GTDI				
13:45	09APR12	11:51	16APR12				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL			
PARTS:				0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

 E AFTER DRIVING FOR A WHILE AND FOR EXAMPLE TAKING OFF FROM AN INTERSECTION VEHICLE CHUG AND NOT ACCELERATE
 2000 FORD SERVICE:
 3065 HANNA, MARK LIC#: [REDACTED] (N/C)
 WF
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

 F HAS AN OPEN CUDL CASE THAT NEEDS TO BE UPDATED WITH DIAG INFO
 2000 FORD SERVICE:
 3065 HANNA, MARK LIC#: [REDACTED] 0.00 0.00
 C
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

 G REAR DEFROST IS INOP
 2000 FORD SERVICE:
 3065 HANNA, MARK LIC#: [REDACTED] (N/C)
 WF
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

 H KNOCK IN FIRST AND SECOND GEAR GEAR LOW SPEEDS
 2000 FORD SERVICE:
 3065 HANNA, MARK LIC#: [REDACTED] (N/C)
 WF
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

 I KNOCK BETWEEN 3RD AND FOURTH GEAR
 2000 FORD SERVICE:

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

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY
CUSTOMER COPY

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

████████████████████
Plaintiff,

LOMON, JOHN A v FORD MOTOR COMP
Michael F. Sapala 10/17/2012



12-013710-NZ

vs.

FORD MOTOR COMPANY, a Delaware Corporation,
BILL MARSH AUTOMOTIVE GROUP, INC.,
a Michigan Corporation, Jointly and Severally,

Defendants.

LAW OFFICE OF SCOTT P MUSSIN,
PLLC
SCOTT P. MUSSIN (P66748)
Attorney for Plaintiff
20619 Ecorse Road
Taylor, MI 48180
(734) 335-0775
spmussin@lawofficespm.com

COMPLAINT

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiff, by her attorney, The Law Office of Scott P. Mussin, PLLC, complains against the above named Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the City of Traverse City, Grand Traverse County, Michigan.
2. Defendant, Ford Motor Company ("Manufacturer" or "Ford"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times, was engaged in the manufacture, sale, distribution and/or importing of Ford motor vehicles and related equipment, with its principal offices located in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Bill Marsh Automotive Group (“Dealer”), is a corporation authorized to do business in the State of Michigan and at all times relevant hereto, was an authorized Ford Motor Company dealership, engaged in the business of selling, leasing and servicing Ford motor vehicles and acting as the agent of Defendant Manufacturer for purposes of performing warranty repairs under Defendant Manufacturer’s new vehicle express written warranty, with its principal place of business located in Traverse City, Grand Traverse County, Michigan.

4. On or about September 30, 2011, Plaintiff purchased a new 2011 Ford F-150, VIN 1FTFW1ET38F [REDACTED] (the “vehicle”), for the sum of approximately \$40,667.74 from Defendant Dealer, which motor vehicle was manufactured, distributed and/or imported by the Defendant Manufacturer (see, Application for Michigan Title - Statement of Vehicle Sale, Exhibit A).

5. At the time of delivery, the vehicle was covered by Defendant Manufacturer’s written express new vehicle warranty for a period of 36 month/36,000 miles “bumper to bumper” and an Extended Service Plan.

6. The vehicle has a defect or non-conformity which prevents it from conforming to Defendant Manufacturer’s warranty and which substantially impairs its use and value, to-wit: a defect or condition that causes hard and knocking shifts, erratic shifts in all gears, erratic downshifts, stalling taking off from a stop, grinding and shaking similar to gear lock up, four wheel drive engages and grinds as well as turbo lag. Such defects are more fully set forth in the warranty repair records detailed in the repair summary chart below:

10-31-11 10-31-11	1	2131	States having poor shift quality and seems erratic - wants to take a ride with trans tech top see if may be a reprogram or something easy - check with tech to see if can work in triage type and road test	No DTC's stored, no applicable bulletins. Cleared adaptive learning tables and performed adaptive drive cycle.
----------------------	---	------	---	--

12-1-11 12-3-11	3	3475	Shifts lug between 3-4 shift - worse cold also check turbo for vacuum leaks etc and tightness When he hits bump there is a squeak in the cab Customer is not getting good gas mileage	Re-flashed PCM as per TSB 11-7-20 No symptoms duplicated
12-8-11 12-12-11	5	3797	Truck idle is dropping low at stops Truck was a miss at 4to5 gear shifting Customer is seeing water leaking out of the exhaust at the joints	Engine idle to specs at this time Test drove to monitor PID's as per hotline contact ID #104990782, no conclusive data at this time, mark blodgett drove the truck for 120 miles the truck has a small turbo hess at take off Condensation coming out of drain holes in mufflers
2-25-12 2-25-12	1	8196	Intermittent eng surge on light loads at cruise Multipoint Inspection	C/S Surge at highway speeds EEC test; cont - pass koeo - pass koer - pass perfrom TSB 12-02-10 reprogram ECM to latest calibration - Note please advise the customer that this vehicle is equipped with an adaptive transmission shift strategy which allows the vehicle's computer to learn the transmissions unique parameters and improve shift quality when the adaptive strategy is reset, the computer will begin a re learning process. This relearning process may result in firmer than normal upshifts and downshifts for several days. Clear DTC's and retest - pass road test - pass Reinstall heat shield that fell down/came off under vehicle

4-9-12 4-16-12	8	11303	<p>Rental</p> <p>Experiencing shutter or miss when in sixth gear when under a light load for example going up inclines</p> <p>Truck will randomly miss gears when it is down shifting feeling like hit in the back of the truck</p> <p>Hearing roof noise periodically after hitting bumps - something loose in roof</p> <p>After driving for while and for example taking off from an intersection, vehicle chug and not accelerate</p> <p>Has an open cudl case that needs to be updated with diag info</p> <p>Rear Defrost is inop</p> <p>Knock in first and second gear at low speeds</p> <p>Knock between 3rd and 4th gear</p> <p>Hard downshifts hot or cold engine</p> <p>one occasion taking off from stop heard gears were grinding and not accelerating</p>	
-------------------	---	-------	---	--

7. Plaintiff notified Defendant Manufacturer and Defendant Dealers during the term of the express warranty and within a reasonable time after attempted repairs of the condition, as reflected in the various repair orders, correspondence and records.

8. On or about May 24, 2012, after Defendant had attempted 4 repairs to the vehicle, Plaintiff sent a last chance repair letter via certified mail with return receipt requested. Exhibit B.

9. Defendant Ford is aware of the defects and worse has knowledge of the defects across the entire vehicle line similar to the subject vehicle inasmuch as Defendant Ford has released numerous Technical Service Bulletins ("TSBs") attempting to address the defects TSB 12-02-10,

TSB 11-7-20, hotline contact ID #104990782. As of the date of this complaint, Defendants have not repaired the vehicle nor found a solution to the defects.

10. Despite the foregoing reasonable opportunities to repair, the vehicle has never been satisfactorily repaired and the foregoing problem continues to exist.

11. Plaintiff seeks damages in excess of \$25,000 and/or equitable relief, and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

BREACH OF EXPRESS WARRANTY (DEFENDANT MANUFACTURER)

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

13. Plaintiff is a “buyer” under the Michigan Uniform Commercial Code, MCLA 440.2103.

14. Defendant Manufacturer and its authorized dealership, Defendant Dealer, are “sellers” under the Michigan Uniform Commercial Code, MCLA 440.2103.

15. The subject vehicle constitutes “goods” under the Michigan Uniform Commercial Code, MCLA 440.2105.

16. This is a “transaction in goods” to which MCLA 440.2102 is applicable.

17. Plaintiff’s purchase of the vehicle was accompanied by an express warranty, written and otherwise offered by Defendants Manufacturer, whereby said warranty was advertised, displayed on the window sticker, delivered by Defendant Dealer, an authorized dealership of Defendant Manufacturer, and became part of the basis of the bargain of the contract upon which Plaintiff relied, between Plaintiff and Defendants Manufacturer/Dealer in entering into the aforesaid sales transaction.

18. Defendant Dealer is an authorized dealerships of Defendant Manufacturer and, upon information and belief, obligated to perform warranty diagnoses and repairs and contract with consumers for such diagnoses and repairs, pursuant to a contract between Defendant Manufacturer and Defendant Dealer.

19. In the express warranty, the Dealers was obligated to inspect, diagnose, and perform repairs pursuant to the warranty, under which the manufacturer warranted if any defects were discovered within certain periods of time, Defendants Manufacturer via it's authorized dealers would provide repair of the vehicle free of charge to Plaintiff under specific terms as stated in the express warranty.

20. The warranty is a warranty of future performance inasmuch as it promises:

Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship.

Copy of the warranty is in the possession of Defendant.

21. Plaintiff discovered the vehicle had defects and problems after Plaintiff purchased the vehicle as discussed above within the warranty period. The inability to repair the vehicle was discovered, after the fourth repair attempt failed.

22. Plaintiff notified the Manufacturer and Dealer of the aforementioned defects.

23. Plaintiff has provided the Dealer and the Manufacturer with sufficient opportunities to repair or replace the vehicle.

24. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

25. Defendants Manufacturer and Dealer have failed to adequately repair the vehicle and/or have not repaired the vehicle in a timely fashion, and the vehicle remains in a defective condition.

26. Defendant Manufacturer and its authorized dealership Dealer, have acknowledged that the vehicle does not conform to the express warranty but have failed to repair the vehicle in a reasonable manner as described above.

27. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the vehicle's defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its

essential purpose, pursuant to MCLA 440.2719(2) and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b).

28. The vehicle continues to contain defects which substantially impair the use and value of the vehicle to Plaintiff.

29. That these defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the vehicle.

30. Defendants Manufacturer and Dealer induced Plaintiff's acceptance of the vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

31. As a result of its defects, the Plaintiff has lost faith and confidence in the vehicle and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, reliable, comfortable and efficient transportation.

32. Defendant Manufacturer has refused Plaintiff's demand and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313 and MCLA 440.2711, 440.2714, and 440.2715.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(DEFENDANT MANUFACTURER)

33. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

34. Manufacturer and Dealer are “merchants” with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104.

35. The vehicle was subject to implied warranties of merchantability under MCLA 440.2314, running from the Manufacturer via its authorized dealership, Dealer, to the benefit of Plaintiff.

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

37. The defects and problems hereinbefore described rendered the vehicle unmerchantable.

38. Manufacturer via its authorized dealership, Dealer failed to adequately remedy the defects in the vehicle and the vehicle continues to be in unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT III

REVOCAION OF ACCEPTANCE
(DEFENDANTS MANUFACTURER AND DEALER)

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

40. The defects and non-conformities described above were latent and not readily discoverable by Plaintiff upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.

41. Despite numerous attempts to cure, the defects and non-conformities continue to exist and, Defendants have acknowledged that the defects cannot be timely cured.

42. The non-conformities substantially impair the use and value of the vehicle to Plaintiff.

43. Plaintiff has previously notified Defendants Manufacturer and Dealer, of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608.

44. Defendants Manufacturer and Dealer have nevertheless refused to accept return of the vehicle and have refused to refund any part of the sum equal to the purchase price.

45. Plaintiff hereby offers again to tender the subject vehicle in exchange for the purchase price, together with such incidental and consequential damages allowed by law.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer and Dealer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT IV

RESCISSION OF CONTRACT

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

47. At the time of delivery, the subject vehicle was accompanied by the express written warranties stated above, providing for repair or replacement of parts defective in materials and workmanship.

48. The written warranties, given by Defendant when Defendants' authorized repair facilities serviced and repaired the vehicle created a contractual relationship between the Defendants and Plaintiff.

49. Defendant has breached the express written warranty contracts in that it has failed to repair or replace defective parts and workmanship covered under the express warranty, has failed to do the same within the warranty coverage period, and within a reasonable time.

50. The vehicle was also subject to the implied warranties of merchantability as hereinbefore alleged.

51. As a result of the various defects and non-conformities set forth above, the subject vehicle is not merchantable and is not fit for its ordinary and safe purposes of for which such vehicles are ordinarily used.

52. The actions and omissions of the Defendants have resulted in a failure of consideration justifying equitable rescission of the contract.

53. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against Defendants Ford:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, requiring the Defendants to pay off the balance of the contract and ordering Plaintiff to tender the subject vehicle to Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of warranty and/or contract, including all monies paid for the purchase of the subject vehicle;

- C. For return of an amount equal to Plaintiff' down payment and all payments made by Plaintiff to the Defendants;
- D. For incidental, consequential and actual damages;
- E. For costs and expenses, interest, and reasonable attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT V

**BREACH OF WRITTEN WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT**

54. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

55. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

56. Defendant Dealer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

57. Defendant Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

58. The vehicle is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

59. The vehicle was manufactured, sold and purchased after July 4, 1975.

60. The express warranty given by the Manufacturer pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

61. Defendant Dealer is an authorized dealership/agent of the manufacturer designated and obligated to perform repairs on vehicles under Defendant Manufacturer's automobile warranties.

62. The aforementioned actions (failure to repair and/or properly repair the defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT VI

**BREACH OF IMPLIED WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT
(DEFENDANT MANUFACTURER)**

63. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

64. The aforementioned actions on the part of the Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT VII

**VIOLATION OF MCLA 445.901, ET. SEQ.
(MICHIGAN CONSUMER PROTECTION ACT)
(ALL DEFENDANTS)**

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

66. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902©.

67. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).

68. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair and deceptive practices:

- (a) At the time of the aforesaid sale, Defendants knew or had reason to know that the vehicle had the defects or non-conformities described above but, failed to disclose this material information to Plaintiff;
- (b) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
- (c) Representing that the vehicle had been properly repaired when, in fact, it had not;
- (d) Failing to adequately and properly inform Plaintiff of her rights and remedies with respect to the transactions which are the subject of this Complaint;
- (e) Misrepresenting Plaintiff's rights and/or failing to advise Plaintiff of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- (f) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- (g) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;
- (h) Refusing and/or failing to provide promised benefits, including but not limited to benefits implied, imposed by law or by agreement or contract;
- (j) Failing to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;
- (k) Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;
- (l) Failing to promptly refund Plaintiff's money and/or restore her property to her upon her rightful revocation and cancellation of the subject transactions;
- (m) Failing to disclose material information, including but not limited to, technical service bulletins, special service messages, recall documents, consumer complaints and other information which Defendants knew or should have known concerning the subject vehicle.

75. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 445.903 and the sub-paragraphs contained therein.

76. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles with the above described defects or non-conformities or other latent defects or non-conformities.

77. As a result of the Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act and is also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCLA 445.911.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

- a. Money damages in whatever amount above \$25,000, Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees;
- b. Such other and further relief as this Court deems just.

COUNT VIII

MOTOR VEHICLE SERVICE AND REPAIR ACT
(MCLA 257.1301, ET SEQ.)
(DEFENDANT DEALER)

78. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

79. Defendants are "motor vehicle repair facilities" as defined in MCLA 257.1302(g).

80. Under the aforesaid Act, Defendants owe a duty to Plaintiff and others to refrain from engaging in or attempting to engage in any "method, act or practice which is unfair or deceptive."

81. Michigan Administrative Rules, specifically Mich Adm Code, Rule 257.101(4), defines a "Contract" as "a written or oral agreement, understanding, arrangement or similar circumstances whereby a person agrees that another person perform work, labor, diagnosis, repair, reconditioning, replacement, adjustment, or alteration, directly or indirectly, upon a motor vehicle."

82. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(5), defines a “Customer” as “a person who inquires about, makes a request for, or purchases parts or services from a motor vehicle repair facility or one who seeks repairs or services under the terms of a warranty.”

83. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(7), defines a “Facility” as “a place of business operated by an association, incorporated or unincorporated, or natural person or other legal entity, required to be registered under the act, which performs services for compensation directly or indirectly, with regard to motor vehicle repairs.”

84. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(11), defines a “Repair” as “the reconditioning, adjustment, alteration, maintenance or diagnosis of the operating condition of a motor vehicle, with or without the replacement of any component or subassembly of a motor vehicle, for compensation or under the terms of a warranty.”

85. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(12), defines a “Representation” as “a statement made by a facility to a customer in regard to some past, present, or future fact, circumstance, or set of facts pertinent to the contract.”

86. Michigan Administrative Rule, specifically Mich Adm Code, Rule 257.101(13), defines a “Warranty” as “a guarantee given by a motor vehicle repair facility **in writing or by implication**, of the merchantability, the integrity of the subject of a contract or of the maker’s responsibility for the replacement or repair of defective parts or services, or both, assuring performance, product, or conditions as promised or declared” (bold added).

87. Defendants breached their duties under the Act and Administrative Rules in the following *inexhaustive* list of ways:

- a. Making, either written or orally, an untrue or misleading statement of a material fact;
- b. Permitting a technician to diagnose or repair a condition if the technician is not properly certified to diagnose and repair the particular condition;
- c. Failing to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;

- d. Performing repairs which are not necessary, except when a customer insists that a repair be performed in disregard to the facility's advice that it is unnecessary;
- e. Representing, directly or indirectly, that repairs are necessary when in fact they are not.
- f. Failing to perform repairs in the time promised or in a reasonable time period;
- g. Failing to provide a written statement to the customer disclosing the actual cost of repairs;
- h. Failing to provide a written statement to the customer providing a detailed explanation of an inability to complete repairs properly;
- i. Failing to return replaced parts to the customer or, where the parts must be returned to the manufacturer, failing to allow the customer to inspect the parts;
- j. Failing to give proper notice to the customer of the right to receive and/or inspect replaced parts;
- k. Replacing parts with parts that were not merchantable and/or not fit for their intended purpose;
- l. Accepting compensation for repairs which are no in fact not performed or failing to properly perform repairs;
- m. Failing to extend the period of a repair facility's own warranty for repairs and services, if the customer has been deprived of the use or enjoyment of the subject of the warranty because of a failure on the part of the repair facility to comply completely with the terms of the warranty.

82. Plaintiff presented the vehicle for repair at Dealer, and Dealer accepted the vehicle for repair pursuant to the requirements under the warranty provided to Plaintiff.

83. Defendant represented to Plaintiff that concerns and defects for which the car was presented would be properly recorded on the Repair Orders produced by Dealer. Dealer failed on numerous occasions to record the concerns Plaintiff experienced and the repairs or testing made to the vehicle on each and every repair order directly affecting Plaintiff's legal rights and remedies.

84. Further, Defendants represented to Plaintiff that repairs would be made to the vehicle to correct the defects described herein in a reasonable and professional manner and further, upon information and belief said repairs were subject to warranties, made by Defendant.

85. The foregoing repairs failed and Defendant failed to properly record the complaints and repairs on the repair orders as required by statute, as a result, Plaintiff has suffered a loss as set forth herein.

86. The above described conduct by Defendants constitutes “unfair and deceptive practices” as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCLA 257.1307 and Administrative Rules applicable thereto.

87. The above described conduct by Defendants also amounts to a wilful and flagrant violation of the Act.

88. As a result of Defendants’ action above, Plaintiff has suffered damages as set forth herein and also is entitled to statutory damages and attorney fees as provided in MCLA 257.1336.

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

COUNT IX

VIOLATION OF MICHIGAN LEMON LAW (MCLA 257.1401, et seq)
(DEFENDANT MANUFACTURER)

89. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

90. The foregoing defects and concerns were reported to Defendant Manufacturer and/or its authorized dealer within the time and mileage parameters of Defendant Manufacturer’s written express new vehicle warranty.

91. Pursuant to MCLA 257.1403(6), Defendant Manufacturer was required to repair the continuing defects and concerns within a reasonable time.

92. Defendant has failed and/or refused to repair the defects and concerns under warranty.

93. Plaintiff has given Defendant reasonable notice and opportunity cure.

94. Despite reasonable opportunity and notice, Defendant has failed to cure the aforesaid defects or conditions and the defects or conditions continue to exist.

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

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

Respectfully submitted,

LAW OFFICE OF SCOTT P. MUSSIN, PLLC,

BY: 

SCOTT P. MUSSIN (P66748)
Attorney for Plaintiff
20619 Ecorse Road
Taylor, MI 48180
(734) 335-0775

DATED: October 16, 2012

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF [REDACTED] Year: 2011 Model: F-SERIES Case: 484503011
 Name: [REDACTED] Owner Status: Original WSD: 2011-09-30
 Symptom Desc: MANUAL TRANS. SHIFT EFFORTS 3-4 Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 11/28/2011

Action: TIER II ESCALATION - CPMR - FINANCIAL ASSIST FOR REPAIR
 Dealer: 08834 BILL MARSHFORD Origin Desc: US CONCERN CASE BASE
 Odometer: 3300 MI Comm Type: PHONE
 Analyst Name: MILLER, BRITNEY Analyst: BMILL185
 Action Date: 11/28/2011 Action Time: 08.49.56.249 Action Data: Yes

Comments CUSTOMER SAID: -ROUGH SHIFTING FROM 3RD-4TH GEAR -NOTICED SINCE PURCHASE -LAST TIME CUST TOOK VEH TO DLRSHIP A MONTH AGO -DLR REPROGRAMMED MEMORY -CUST SAW ONLINE SAME CONCERNS NUMEROUS VEH -VEH IS LOCATED WITH THE CUST -CUST SEEKING FINANCIAL ASSISTANCE TOWARDS REPAIRDEALER SAID: BILL MARSH FORD 408 W. MILE ROADKALKASKA MI 49646(231) 258-9192CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADV ABOVE-BEST DAY NUMBER [REDACTED]-VEH IS LOCATED WITH THE CUST -OFFERED TO SET SERVICE APPT- TRANSFERRED CUST TO DLR FOR SERVICE APPT -CUST STATES DLR IS 45 MIN TO A HR AWAY -CUST SEEKING RENTAL WHILE VEH IS AT DLR SEEKING SERVICE-ADV CUST CSR WOULD DOCUMENT REQUEST BUT CAN NOT PROMISE RENTAL-ADV CUST TO SPEAK TO SM TO SEE IF LOANER VEH IS AVAILBLE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER
 Dealer: 08834 BILL MARSHFORD Origin Desc: DEALER
 Odometer: 3300 MI Comm Type: PHONE
 Analyst Name: RICH KIN Analyst: R-KING58
 Action Date: 11/30/2011 Action Time: 12.49.57.190 Action Data: No

Comments CUSTOMER IS SCHEDULED FOR DEC 1ST.

Action: CREATE FOLLOW UP
 Dealer: 08834 BILL MARSHFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 3300 MI Comm Type: PHONE
 Analyst Name: PARSELS,WENDY Analyst: WPARSELS
 Action Date: 11/30/2011 Action Time: 13.27.36.285 Action Data: Yes

Comments - CSM WENDY X77774; LTV 88, NO ESP, NO RELATED CONCERNS; OBC TO DLR, SA MARK - STATES CUSTS APPT IS FOR TOMORROW AT 3:05- IF THE CUST CAN ARRIVE BETWEEN 11-12, HE CAN HAVE A LOANER FOR HIM - CSM OBC TO CUST [REDACTED] - LVM ADVISING OF MY INFO, MY POSITION AND HIS CASE NUMBER - ADVISED HIM ALSO OF THE ABOVE AND TO PLS CONTACT SA MARK AT 231-258-5106 (DIRECT LINE) TO ARRANGE THIS - CSM F/U ON 12/1 TO SEE IF THIS HAS TAKEN PLACE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-01-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: PARSELS,WENDY
Action Date: 12/01/2011
Comm Type: PHONE
Analyst: WPARSELS
Action Time: 17.38.31.220
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments - CSM WENDY X77774; OBC TO DLR SA MARK - LVM FOR HIM TO CALL ME OR I WOULD TRY BACK TOMORROW.

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-02-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: PARSELS,WENDY
Action Date: 12/02/2011
Comm Type: PHONE
Analyst: WPARSELS
Action Time: 14.14.30.687
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments - CSM WENDY X77774; OBC TO DLR, STATES THE VEH IS THERE, THEY PERFORMED A TSB FOR THE CONCERN - DOESN'T REMEMBER THE NUMBER - STATES THE VEH IS SUPPOSED TO BE PICKED UP BY CUST TODAY - BUT ALSO STATES THAT THIS CONCERN SEEMS VERY SIMILAR TO ANOTHER VEH THAT IS THERE WITH SAME ENG - CSM ADVISED HIM THAT A FSE HAS BEEN REQUESTED FOR THE OTHER VEH AND FOR HIM TO BE SURE TO MENTION THIS VEH CONCERN ALSO - CSM WILL F.U ON 12/6

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-06-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: FORD COVERED REPAIR MADE - WARRANTY
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: RICH KIN
Action Date: 12/05/2011
Comm Type: PHONE
Analyst: R-KING58
Action Time: 16.14.56.039
Origin Desc: DEALER
Action Data: No

Comments PERFORMED SVC TSB 11-7-20. CUST IS NOW BACK DRIVING THE VEHICLE.

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: PARSELS,WENDY
Action Date: 12/06/2011
Comm Type: PHONE
Analyst: WPARSELS
Action Time: 18.32.17.994
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments - - CSM WENDY X77774; OBC TO CUST, [REDACTED] TO CK ON VEH REPAIR SATISFACTION - HE STATES THIS VEH IS DOING IT AGAIN, STATES IT IS NOT LIVING UP TO THE HYPE - IT IS GETTING TERRIBLE MILEAGE, - HE HAS NOTICED THAT THE EXHAUST DRIPS WATER IN TWO SPOTS UNDER THE DRIVER SIDE OF CAB AND ALSO HE HAS SEEN WHITE PUFFS OF EXHAUST BEFORE AND AFTER THE MUFFLER - QUITE A BIT OUT THE END OF EXHAUST - CSM OFFERED CUST AN ESP PREM CARE TO OFFSET THE CONCERNS - ALSO KEEPING CUSTS INFO FOR ANY UPDATES ABOUT THE ECOBOOST CONCERNS - CSM F/U ON 12-13 FOR ESP

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-13-2011

TIME OF FOLLOW UP (HH:MM):

18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 12/07/2011 **Action Time:** 10.33.42.488 **Action Data:** No

Comments IBC FROM CUST, STATES HE STARTED OFF WITH THIS VEH THIS A.M. AND IT DIDN'T EVEN WANT TO TAKE OFF WITHOUT HESITATION - WANTS IT BOUGHT BACK OR REPLACED. - CSM APOLOGIZED FOR THE CONCERN AND WORRY ABOUT SAFETY, ADVISED I WOULD CONTACT THE DLR TO SEE IF THE VEH MEETS ANY OF HIS STATES LL AS FORD MIMICS EACH STATES - OBC TO PSD RICH (WITH SM DAVE) TO DISCUSS THIS VEH AND IT'S PAST RO'S - CUST CURRENTLY HAS TWO STATING THIS VEH'S CONCERNS AND CUST HAD STATED HE HAS ONLY BEEN DOWN 3 DAYS. - DLR STATES THEY WILL CONTACT THE CUST WITHIN THE HOUR TO GET VEH BACK IN TO RECK - VEH DOES NOT QUALIFY FOR BUYBACK CONSIDERATION, OBC TO CUST TO ADVISE - STATING AS A CONSUMER, HE MAY PURSUE ON HIS OWN, BUT THAT UNFORTUNATELY, I CAN NOT - DISCUSSED THE INFO THAT ENGINEERING IS AWARE OF AND WORKING ON A FIX THAT IS EXPECTED OUT IN THE FIRST QUARTER OF NEXT YEAR.- CUST ISN'T HAPPY WITH THIS - WANTS TO MAKE SURE I CONTACT HIM AS SOON AS THE NEW INFO COMES OUT - ASSURED HIM I WOULD - F/U WILL REMAIN AS IT WAS, 12/13

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 12/07/2011 **Action Time:** 15.27.16.454 **Action Data:** No

Comments - IBC FROM CUSTOMER, STATES THAT THIS VEHICLE ALMOST STALLED OUT IN A INTERSECTION - WANTS OUT OF THIS VEHICLE - JUST WANTS WHAT HE HAD PUT INTO IT AT PURCHASE - CSM ADVISED CUSTOMER WE NEED TO GET THE VEHICLE BACK TO THE DEALER - HE STATES HE NEEDS A TRUCK - CSM TOLD CUSTOMER TO LET ME SEE WHAT I CAN DO - OBC TO DLR, 231-258-9192 - SPK WITH SA MARK - HE APPARENTLY HAD ALSO HEARD FROM CUSTOMER - ADVISED I WOULD LIKE TO GET THE VEHICLE BACK IN FOR DIAG AND NEEDED A TRUCK FOR CUSTOMER, ALSO WOULD LIKE VEHICLE TO BE DELIVERED TO HIM SO SOMEONE COULD DRIVE THIS VEHICLE BACK TO TRY TO VERIFY CONCERNS - ARRANGEMENTS HAVE BEEN MADE - TRUCK WILL BE DELIVERED TO CUSTOMER BY NEW SRV. MGR. DAVE - HE WILL CONTACT THE CUSTOMER TO FINAL ARRANGE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 12/07/2011 **Action Time:** 18.01.14.853 **Action Data:** No

Comments - CUSTOMER CALLED - HAS A MINI VACATION PLANNED FOR THIS WEEKEND, CSM ADVISED CUSTOMER I WOULD PAY FOR THE RENTAL IF NEED BE - OBC TO DLR, SPK WITH SA MARK - ADVISED HIM OF THE SAME - FMC WILL COVER RENTAL TO THE 12TH.

Action: CONCERN ADDRESSED
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 12/13/2011 **Action Time:** 10.17.45.157 **Action Data:** Yes

Comments - CSM WENDY X77774; OBC TO DLR TO SEE IF CUST HAS PICKED UP HIS VEH - ACCORDING TO SA LEAH, HE PICKED UP YESTERDAY, STATES CUST KNOWS ABOUT ENGINEERING WORKING ON THIS CONCERN - CSM PAID FOR THE WEEKEND RENTAL - RO 213323, LINE D, \$120 - M026V - P11 - OBC TO CUST, [REDACTED]

LVM ADVISING THE ESP PLAN PREM CARE IS NOW ON HIS VEH, PAPERWORK WILL ARRIVE 1-2 MONTHS - TOLD HIM BOTH THE DLR AND MYSELF ARE WATCHING FOR ENGINEERING UPDATES ON THE ECOBOOST ENG, WISHED HIM A HAPPY HOLIDAY SEASON AND THANKED HIM FOR BEING A FORD CUST. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	88
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	Y
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	120
--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 (\$)	120
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 03/14/2012 **Action Time:** 17.30.31.167 **Action Data:** No

Comments - CSM WENDY X77774; IBC FROM CUST, IS STILL HAVING SHIFT CONCERNS WITH VEH - ALSO STATES HE MILEAGE ISN'T WHERE IT'S SUPPOSED TO BE - CSM CK'D WINDOW STICKER AND ADVISED CUST 15 CITY AND 21 HWY IS RIGHT WHERE THE VEH MILEAGE IS SUPPOSED TO BE - ADVISED THAT I WILL HAVE TO GATHER PAPERWORK FROM DLR TO ASSESS ANY POSSIBLE BUYBACK PURSUING. - CSM F/U 3/16

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** OTHER
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 03/15/2012 **Action Time:** 14.32.51.830 **Action Data:** Yes

Comments - CSM WENDY X77774; CSM IS GATHERING PAPERWORK FOR POSSIBLE BUYBACK - SHOULD BE READY BY THIS AFTERNOON FOR THE FIRST DEPT. - F/U ON 3/19 TO CK ON STATUS.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-19-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** OTHER
Analyst Name: PARSELS,WENDY **Analyst:** WPARSELS
Action Date: 03/15/2012 **Action Time:** 16.31.39.773 **Action Data:** No

Comments - CSM REOPENED CASE -

Action: TAR--FSE TECHNICAL ASSISTANCE REQUEST

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: PARSELS,WENDY
Action Date: 03/16/2012

Comm Type: OTHER
Analyst: WPARSELS
Action Time: 10.31.54.965 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments - CSM WENDY X77774; SEEKING FSE INVOLVEMENT FOR FINAL REPAIR ATTEMPT AS NEEDED FOR THIS STATES LEMON LAW

Data Element Name	Data Value
APPROVER'S CDSID:	SBASHIR5
APPROVER'S NAME:	BASHIR, SAYYED
DAYS OUT OF SERVICE:	19
NUMBER OF PRIOR REPAIR ATTEMPTS:	4
INFORMATION OBTAINED FROM:	AWS
PRIOR NHL REPORT #:	YES
BODY CONVERSION:	NONE
VEHICLE LOCATION (P&A CODE):	08834
DEALER NAME:	BILL MARSH FORD
PHONE AT VEHICLE LOCATION:	231-313-4316
DEALER CONTACT:	DAVE KELSEY
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	CUSTOMER
DESCRIPTION OF VEHICLE CONCERN:	ROUGH SHIFT/HESITATION
STATE:	MICHIGAN

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DEW (TDEW1),TARA
Action Date: 03/19/2012

Comm Type: PHONE
Analyst: TDEW1
Action Time: 16.51.51.392 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments CSM TARA X77733; OBC TO SM DAVE INQUIRING IF FSE HAS SCHED TO VISIT DLR - SM STS HE IS WAS UNAWARE OF FSE APPT TO VISIT LIKELY B/C IT HASN'T HAPPENED YET - CSM TO SCHED F/U W/ DLR ON 3/23 - OBC TO ██████████ CSM INFORMED CUST THAT WE ARE AWAITING VISIT FROM FSE FOR FINAL REPAIR ATTEMPT PER LEMON LAW - CUST ACCEPTED - F/U ON 3/23

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

Action: TAR--SME APPROVAL/DENIAL

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: BASHIR, SAYYED
Action Date: 03/20/2012

Comm Type: INBOUND EMAIL- OTHER
Analyst: SBASHIR5
Action Time: 11.48.30.075

Origin Desc: REGIONAL ESCALATION SPECIALIST

Action Data: Yes

Comments TECH SME ASAD - NO HOTLINE CONTACTS SINCE 12/2/11, VEHICLE IS WITH CUSTOMER, NEED VERIFICATION OF CONCERN AND CONTACT WITH HOTLINE FOR FURTHER ASSISTANCE AS CONCERN MAY BE A NORMAL OPERATING CHARACTERISTIC AND WILL REQUIRE DUPLICATION BEFORE ANY REPAIR ATTEMPTS

Data Element Name	Data Value
DOES TL/CRS AGREE TO TAR? (Y/N):	NO

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: PARSELS,WENDY
Action Date: 03/23/2012

Comm Type: PHONE
Analyst: WPARSELS
Action Time: 15.58.14.195

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments - CSM WENDY X77774; OBC TO SERVICE MANAGER DAVE, ADVISED HIM OF THE TECH SME'S COMMENTS - HE STATES THEY WILL GET THE CUSTS VEHICLE BACK IN TO DUPLICATE THE CONCERN, CONTACT THL AND REQUEST FIELD SERVICE ENGINEER AS NECESSARY - BUYBACK PAPERWORK HAS BEEN TURNED DOWN AT THE TECH SME LEVEL BECAUSE OF LACK OF THL CONTACT - CSM WILL F/U ON 3/28

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-28-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 03/26/2012

Comm Type: PHONE
Analyst: D-KELSE3
Action Time: 10.24.57.744

Origin Desc: DEALER
Action Data: No

Comments CALLED CUSTOMER TO MAKE APPOINTMENT TO ADDRESS HIS CONCERNS AFTER BEING UNABLE TO REACH CUSTOMER ON FRIDAY. CUSTOMER HAD A NEW LIST OF CONCERNS TO ADD. I TRIED TO SCHEDULE APPT BUT CUSTOMER HAD QUESTIONS HE WANTED ANSWERED BEFORE SET APPT. HOW LONG IS BUY BACK PROCEDURE? AT WHAT PRICE TO THEY BUY BACK? I CAN'T BE WITHOUT MY TRUCK, I'D NEED A TRUCK THAT CAN TOW A TRAILER FOR MY BUSINESS, IS THAT PROVIDED? CUSTOMER SAID NEED ANSWERS TO THESE QUESTIONS BEFORE CAN MAKE APPT. TOLD HIM I WOULD LOOK INTO AND GET BACK IN TOUCH WITH HIM AND EXPLAINED THE FIRST STEP IS TO GET TRUCK HERE FOR THE APPOINTMENT SO WE CAN LOOK AT IT, WITHOUT DOING THIS FIRST STEP WE ARE AT A STAND STILL FOR A REPAIR/BUYBACK/ANYTHING.

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 03/28/2012

Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 15.58.55.623

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments OBC TO DLR. SM DAVE ADVISED THAT CUSTOMER SAID HE COULDN'T BE WITHOUT HIS TRUCK FOR THE NEXT 1 1/2 WEEKS. SM IS GOING TO CONTACT CUSTOMER TONIGHT. ADVISED I COULD OFFER \$45/DAY FOR UP TO 4 DAYS OF RENTAL IF HE WANTED TO OFFER IT. SM WILL COMMENT CASE WITH RESULTS OF CONVERSATION.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-29-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 03/28/2012

Comm Type: OTHER
Analyst: D-KELSE3
Action Time: 16.58.31.030

Origin Desc: DEALER
Action Data: No

Comments LMOVM FOR CUSOTMER. WILL UPDATE CASE AS SOON AS I AM ABLE TO SPEAK WITH CUSTOMER.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** DEALER
Odometer: 3300 MI **Comm Type:** OTHER
Analyst Name: DAVID KELSE **Analyst:** D-KELSE3
Action Date: 03/29/2012 **Action Time:** 15.12.56.262 **Action Data:** No

Comments SPOKE WITH CUSTOMER INFORMED HIM AGAIN THAT THERE IS NO DEFINED PRICE FOR A BUY BACK IF THIS TURNS INTO A BUYBACK SITUATION, NO EXACT LENGHT OF TIME FOR THE PROCEDURE AND THAT WE HAVE TO GET THE TRUCK INTO SERVICE BEFORE ANYTHING WILL HAPPEN. I FEEL THE CUSTOMER IS STARTING TO REALIZE THE BALL IS IN HIS COURT TO GET VEHICLE HERE. CUSTOMER IS GOING TO CALL AT THE END OF NEXT WEEK TO SCHEDULE AN APPOINTMENT FOR THE WEEK OF APRIL 9TH. CUSTOMER OWNS A LAWN CARE BUSINESS AND THIS VEHICLE IS A TOOL FOR HIM AND SAID HE NEEDS ALT. TRANSPORTATION, AT THAT POINT I EXPLAINED FORD WOULD GENEROUSLY PAY UP TO 4 DAYS OF RENTAL BUT A TOW VEHICLE WOULD BE NEARLY IMPOSSIBLE. CUSTOMER IS CALLING ME NEXT WEEK TO SCHEDULE AN APPT.

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: KEIZUR,MARTHA **Analyst:** MKEIZUR
Action Date: 03/29/2012 **Action Time:** 15.20.48.761 **Action Data:** Yes

Comments RESETTING FOLLOWUP BASED ON ABOVE FEEDBACK.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	04-06-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3300 MI **Comm Type:** PHONE
Analyst Name: KEIZUR,MARTHA **Analyst:** MKEIZUR
Action Date: 04/06/2012 **Action Time:** 10.14.37.182 **Action Data:** Yes

Comments OBC TO DLR. SA ADVISED THAT HE BELIEVES CUSTOMER HAS APPOINTMENT FOR MON/TUES. WILL HAVE SM DAVE UPDATE CUDL WITH INFO.

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	04-11-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** DEALER
Odometer: 3300 MI **Comm Type:** OTHER
Analyst Name: DAVID KELSE **Analyst:** D-KELSE3
Action Date: 04/06/2012 **Action Time:** 11.32.40.021 **Action Data:** No

Comments CUSTOMER IS DROPPING VEHCILE OFF MONDAY EVENING FOR HIS TUESDAY APPT AND PICKING UP A RENTAL VEHICLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD **Origin Desc:** DEALER
Odometer: 3300 MI **Comm Type:** OTHER

Analyst Name: DAVID KELSE
Action Date: 04/10/2012

Analyst: D-KELSE3
Action Time: 11.43.25.240

Action Data: No

Comments VEHICLE ALREADY HAS LATEST SOFTWARE AND IS UP TO DATE. NO CODES IN VEHICLE. FIRST TEST DRIVE UNABLE TO DUPLICATE CONCERNS. GOING TO DO ADDITIONAL TEST DRIVES TO TRY TO DUPLICATE CONCERNS. CUSTOMER IS IN RENTAL VEHICLE

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08834 BILL MARSHFORD

Odometer: 3300 MI

Analyst Name: DAVID KELSE

Action Date: 04/11/2012

Comm Type: OTHER

Analyst: D-KELSE3

Action Time: 12.49.51.239

Origin Desc: DEALER

Action Data: No

Comments DID ADDITIONAL TEST DRIVE AND NOTICED TRUCK WILL NOT DOWN SHIFT INTO SECOND GEAR. TRIED BOTH A COASTING STOP AND A MORE ABRUPT STOP. DID NOT SEE A TSB IN REGARDS TO THIS DESCRIPTION

Action: CREATE FOLLOW UP

Dealer: 08834 BILL MARSHFORD

Odometer: 3300 MI

Analyst Name: KEIZUR,MARTHA

Action Date: 04/11/2012

Comm Type: PHONE

Analyst: MKEIZUR

Action Time: 14.58.32.111 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO DLR. SM DAVE NOT AVAILABLE - LEFT VM.

Data Element Name

Data Value

DATE OF FOLLOW UP:

04-12-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 08834 BILL MARSHFORD

Odometer: 3300 MI

Analyst Name: KEIZUR,MARTHA

Action Date: 04/12/2012

Comm Type: PHONE

Analyst: MKEIZUR

Action Time: 13.59.04.110 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO DLR. SM DAVE ADVISED THAT SKIPPING GEARS WAS NORMAL. TECH IS CURRENTLY WORKING WITH HOTLINE - WILL UPDATE CUDL WITH RESULTS.

Data Element Name

Data Value

DATE OF FOLLOW UP:

04-16-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08834 BILL MARSHFORD

Odometer: 3300 MI

Analyst Name: DAVID KELSE

Action Date: 04/12/2012

Comm Type: OTHER

Analyst: D-KELSE3

Action Time: 17.17.42.235

Origin Desc: DEALER

Action Data: No

Comments WE DID AN ADAPTIVE LEARN CYCLE AND NOW THE HOTLINE HAS INSTRUCTED US TO MONITOR A LIST OF PIDS, WHICH WE ARE DOING TOMORROW MID MORN.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 04/16/2012

Comm Type: OTHER
Analyst: D-KELSE3
Action Time: 09.29.13.324

Origin Desc: DEALER
Action Data: No

Comments CUSTOMER IS GOING TO PICK UP VEHICLE TODAY. WE ARE GOING TO DO A RECORDING WHILE DRIVING THE VEHICLE BEFORE CUSTOMER P/UP AND SEND TO HOTLINE. SPOKE TO CUSOTMER THIS A.M. TO LET KNOW CAN PICK UP VEHICLE AND NOW HE WANTS US TO TO CHANGE TRANSMISSION FLUID AND FILTER AND SAVE THE FLUID BECAUSE HE FEELS THERE WILL BE SHAVINGS IN THE FLUID AND HE WANTS TO SEE THE FLUID DUE TO ALL THE GRINDING AND HARD SHIFTS? I EXPLAINED TO HIM I WASN'T SURE IF I HAD AUTHORIZATION TO DO THIS.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 04/16/2012

Comm Type: OTHER
Analyst: D-KELSE3
Action Time: 14.41.43.384

Origin Desc: DEALER
Action Data: No

Comments CUSTOMER RETURNED RENTAL AND PICK UP HIS VEHICLE

Action: CREATE FOLLOW UP

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 04/16/2012

Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 16.50.57.560 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO DLR. SM DAVE ADVISED THEY WERE UNABLE TO DUPLICATE ANY PROBLEM. BELIEVES THAT CUSTOMER MAY HAVE OVER BOUGHT.

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-17-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 04/17/2012

Comm Type: OTHER
Analyst: D-KELSE3
Action Time: 10.35.50.862

Origin Desc: DEALER
Action Data: No

Comments CUSTOMER CALLED THIS MORNING STATING HE HAS/IS EXPERIENCING HARSH 4-3 DOWNSHIFTS AGAIN.

Action: CREATE FOLLOW UP

Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 04/17/2012

Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 17.03.26.983 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO CUSTOMER [REDACTED]@ [REDACTED] CUSTOMER ADVISED HE IS TIRED OF BRINGING VEHICLE INTO DLRSH. IF THEY WANT TO SEND SOMEONE OUT TO HIS HOME HE WILL TAKE THEM ON A TEST DRIVE TO DUPLICATE.

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

DATE OF FOLLOW UP: 04-18-2012
TIME OF FOLLOW UP (HH:MM): 18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 04/18/2012
Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 13.43.28.106
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments OBC TO DLR. SM DAVE UNAVAILABLE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-19-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 04/19/2012
Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 09.09.49.863
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments OBC TO DLR. SM DAVE ADVISED THAT HE WILL ARRANGE TO STOP ONE EVENING ON HIS WAY HOME. HE WILL CONTACT CUSTOMER TO ARRANGE A TIME/DATE == OBC TO CUSTOMER [REDACTED] @ [REDACTED] NO ANSWER - LEFT VM ADVISED SM WOULD DO TEST DRIVE. FOLLOW UP 4/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-27-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR,MARTHA
Action Date: 04/27/2012
Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 13.46.08.242
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: Yes

Comments IBC FROM SM DAVE - STILL PLAYING PHONE TAG WITH CUSTOMER TO DETERMINE DATE FOR SM TO DO TEST DRIVE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-04-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: DAVID KELSE
Action Date: 04/27/2012
Comm Type: OTHER
Analyst: D-KELSE3
Action Time: 15.01.09.015
Origin Desc: DEALER
Action Data: No

Comments STILL PLAYING PHONE TAG. I LMOVM FOR CUSTOMER STATING THAT EITHER MYSELF OR A TECH NEED TO EXPERIENCE THIS AS WE HAVEN'T BEEN ABLE TO DUPLICATE WHILE TEST DRIVING ON MULTIPLE OCCASSIONS. I REITERATED THAT I WOULD BE WILLING TO DRIVE THE 40 MILES TO HIS HOUSE TO GO FOR A RIDE TO EXPERIENCE THE HARSH DOWNSHIFTS. WAITING TO HEAR BACK.

Action: CREATE FOLLOW UP
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR, MARTHA
Action Date: 05/04/2012
Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 15.42.01.584
Action Data: Yes
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO DLR. SM DAVE OUT TODAY. SA LEAH UNFAMILIAR WITH THE CASE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-08-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR, MARTHA
Action Date: 05/09/2012
Comm Type: PHONE
Analyst: MKEIZUR
Action Time: 13.19.47.843
Action Data: Yes
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC TO DLR. SM DAVE. LEFT BALL IN CUSTOMER'S COURT TO ESTABLISH A TIME FOR SM TO COME TO HIS RESIDENCE FOR A TEST DRIVE. ADVISED SM - CLOSING CASE FOR NOW AND CAN REOPEN IF CUSTOMER ACTIVELY PURSUES THE OFFER.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	88
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08834 BILL MARSHFORD
Odometer: 3300 MI
Analyst Name: KEIZUR, MARTHA
Action Date: 07/03/2012
Comm Type: INBOUND EMAIL-OTHER
Analyst: MKEIZUR
Action Time: 16.40.25.318
Action Data: No
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments RENTAL;P&A 08834, RO# 215375, LINE A, \$180, P11, APPROVAL CODE = M02KR

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF[REDACTED]	Year: 2011	Model: F-SERIES	Case: 484503011
Name: [REDACTED]	Owner Status: Original	WSD: 2011-09-30	
Symptom Desc: MANUAL TRANS. SHIFT EFFORTS 3-4		Primary Phone: [REDACTED]	
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: TIER ONE CLOSE ISSUE		Origin Desc: TIER ONE - MELBOURNE
Dealer: 08834 BILL MARSHFORD		
Odometer: 5400 MI	Comm Type: PHONE	
Analyst Name: DEROIS, ALISON	Analyst: ADEROIS	
Action Date: 12/27/2011	Action Time: 16.52.54.862	Action Data: No

Comments *CUST SAYS***SEE HISTORICALS**--BEEN WORKING WITH A FORD REP WENDY--CUST HATES THIS VEH --EVERY ONE OF HIS FRIENDS THINK THIS VEH IS A JOKE --CUST WANTS FORD TO BUY VEH BACK --CUST IS GOING TO GET THE ATTORNEY GENERAL INVOLVED*DLR*--BILL MARSH FORD 408 W. MILE ROADKALKASKA MI 49646(231) 258-9192 *CRC ADVISED*--THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK.--ADVISED CUST AS PER WENDYS DOCUEMENTATION THE VEH DOES NOT QUAILFY FOR BUYBACK--ADVISED CUST THAT WENDY ALSO PUT A PREMCARE ESP ON THE VEH THAT COVERED 500+ COMPONENTS--ADVISED CUST THAT ESP IS GOOD UNTIL 9/20/2016 OR THE DISTANCE OF 75000 MILES

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF [REDACTED] Year: 2011 Model: F-SERIES Case: 484503011
Name: [REDACTED] Owner Status: Original WSD: 2011-09-30
Symptom Desc: MISSES ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: RAV - OTHER Secondary Phone: [REDACTED]
Issue Type: 08 RAV Issue Status: CLOSED

Action: ESP PREMIUM CARE PLAN Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES
Dealer: 08834 BILL MARSHFORD
Odometer: 3600 MI Comm Type: MAIL
Analyst Name: DAUNT, CHRIS Analyst: C-DAUNT
Action Date: 12/15/2011 Action Time: 20.00.16.793 Action Data: No
Comments REG PREM 60/75 W/ \$100 DED.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF[REDACTED] Year: 2011 Model: F-SERIES Case: 484503011
Name: [REDACTED] Owner Status: Original WSD: 2011-09-30
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ESP OFFER Origin Desc: MANUAL - PHONE CSR
Dealer: Odometer: 3300 MI Comm Type: PHONE
Analyst Name: MILLER, BRITNEY Analyst: BMILL185
Action Date: 11/28/2011 Action Time: 08.51.19.577 Action Data: Yes

Comments CUSTOMER SAID: -SEE HISTORICALSDEALER SAID: BILL MARSH FORD 408 W. MILE ROADKALKASKA MI 49646(231) 258-9192CRC ADVISED: -CUST MAY PURCHASE A THIRD PARTY ESP

<u>Data Element Name</u>	<u>Data Value</u>
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
ESP OFFER ACTIONS:	NO TRANSFER - CUSTOMER NOT INTERESTED

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET3BF[REDACTED]	Year: 2011	Model: F-SERIES Case: 484503011
Name: [REDACTED]	Owner Status: Original	WSD: 2011-09-30
Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH		Primary Phone: [REDACTED]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM		Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY		
Dealer: 08834 BILL MARSHFORD		Origin Desc: US CONCERN CASE BASE
Odometer: 1500 MI	Comm Type: PHONE	
Analyst Name: KISSOON, RANJIT	Analyst: RKISSOON	
Action Date: 10/28/2011	Action Time: 13.27.29.364	Action Data: No

Comments CUSTOMER SAID: - SEEING IF THERE ARE ANY ISSUES WITH THE TRANSMISSION - CLUNKING IN SOME GEARS - ACTS LIKE IT DOES NOT KNOW WHAT IT WANTS TO DO SOMETIMES - UPSHIFTING AND DOWN SHIFTING - HARSH ENGAGEMENT-- MOSTLY GOING 25 AND UNDERDEALER SAID: BILL MARSH FORD 408 W. MILE ROADKALKASKA MI 49646(231) 258-9192CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.--- ADV CUST OF TSB PERTAINING TO A SIMILAR SITUATION BUT WOULD NOT APPLY TO HIS VEH DUE TO BUILD DATE- ADV CUST ADAPTIVE STRATEGIES IS SOMETHING ON THE VEH THAT MAY REQUIRE A BREAK IN OR LEARNINGR PERIOD

Ford Confidential

Server: AWS Prod
 Claims loaded through: 09-NOV-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 12-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
I1TFW1E1T3BF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2011	30-SEP-2011	148645	USA	3	2G05 *		RECALEM *		F04	S11	V48	P66	04
AWS Claim Key:	<u>1886474</u>	Doc #:	213203A	Trx Code:	S07	Labor Hrs:	.4	Labor Cost:	29.59	Material Cost:	0	Total Cost:	29.59										
Dlr Cd-Sub Cd:	08834-*	Name:	BILL MARSH FORD	Ph:	231-2589192	St:	MI	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	01-DEC-2011	DIST(Mile):	3475								
Cust Comments:	SHIFTS LUG BETWEEN 3 4 SHIFT WORSE COLD ALSO CHECK TURBO FOR VACCUMM LEAKS ETC AND TIGHTNESS																						
Tech Comments:	RE FLASHED PCM AS PER TSB 11 7 20, PERFORM ADAPTIVE RELEARN																						
I1TFW1E1T3BF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2011	30-SEP-2011	148645	USA	3	6Y20 *		TAPI *		F09	SXX	V99	A99	82
AWS Claim Key:	<u>1874617</u>	Doc #:	213203F	Trx Code:	TAPI	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	120										
Dlr Cd-Sub Cd:	08834-*	Name:	BILL MARSH FORD	Ph:	231-2589192	St:	MI	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	01-DEC-2011	DIST(Mile):	3475								
Cust Comments:	2010 CHEVY IMPALA INV#28200 VIN#2G1WASEN7A1 [REDACTED]																						
Tech Comments:	TAP RENTALCLAIM																						
I1TFW1E1T3BF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2011	30-SEP-2011	148645	USA	3	2G04 *		DIAG *		F04	S11	V52	D36	82
AWS Claim Key:	<u>2000876</u>	Doc #:	213323B	Trx Code:	2	Labor Hrs:	.5	Labor Cost:	36.99	Material Cost:	0	Total Cost:	36.99										
Dlr Cd-Sub Cd:	08834-*	Name:	BILL MARSH FORD	Ph:	231-2589192	St:	MI	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	08-DEC-2011	DIST(Mile):	3797								
Cust Comments:	THE TRUCK WAS A MISS AT 4TO5 GEAR SHIFTING																						
Tech Comments:	TEST DROVE VEHICLE TO MONITOR PIDS AS PER HOTLINE CONTACT ID #104990782, NO CON CLUSIVE DATA AT THIS TIME , MARK BLODGETT DROVE THE TRUCK FOR 120 MILES THE TRUCK HAS A SMALL TURBO HESS AT TAKE OFF																						
I1TFW1E1T3BF [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2011	30-SEP-2011	148645	USA	3	6Y20 *		RENTAL *		F09	SXX	V99	A99	82

AWS Claim Key: 1931853 Doc #: 213323D Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 120
Dir Cd-Sub Cd: 08834-* Name: BILL MARSH FORD Ph: 231-2589192 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:08-DEC-2011 DIST(Mile):3797
Cust Comments: AUTH#M026V P11 2008 DODGE DAKOTA VIN#1D7HW38K38S [REDACTED] INV#28286
Tech Comments: RENTAL FOR JOHN SOLOMON

IFTFW1ET3B [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 16- AUG- 2011 30-SEP- 2011 148645 USA 5 2G05 * RECALEM * F04 S11 V52 D41 04
AWS Claim Key: 2725178 Doc #: 214580A Trx Code: S07 Labor Hrs: .4 Labor Cost: 29.59 Material Cost: 0 Total Cost: 29.59
Dir Cd-Sub Cd: 08834-* Name: BILL MARSH FORD Ph: 231-2589192 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:25-FEB-2012 DIST(Mile):8196
Cust Comments: INTERMITTENT ENG. SURGE ON LIGHT LOADS AT CRUISE
Tech Comments: DIAGNOSIS AND TESTING CUSTOMER STATES SURGE AT HIGHWAY SPEEDS EEC TEST: CONT PASS KOEO PASS KOER PASS PERFORM TSB 12 02 10 REPROGRAM PCM TO LATEST CAL#BL3A 12A650 AZF NOTE:PLEASE ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN TH

IFTFW1ET3B [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 16- AUG- 2011 30-SEP- 2011 148645 USA 7 6Y20 * RENTAL * F09 SXX V99 A99 82
AWS Claim Key: 4226821 Doc #: 215375A Trx Code: P11 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 309.73
Dir Cd-Sub Cd: 08834-* Name: BILL MARSH FORD Ph: 231-2589192 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:09-APR-2012 DIST(Mile):11303
Cust Comments: FORD AUTHED UP TO 4 DAYS AT 45/DAY WANTS GOOD GAS MILEAGE
Tech Comments: RENTAL AND REFUND APPROVED

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 3

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# :	BK2FY019 CACVOC--or-- C1 00005912281M	Received:	11/29/2011
CCRG/EPRC:		Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET3BF [REDACTED]	Build Date:	08/16/2011
Odometer :	3,300 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3800F3.73L
Dealer:	USA 08834 Bill Marsh Ford	Calibration:	BF613CON
City:	Kalkaska	A/C:	YES
Originator:		Phone#:	(231) 258-9192
Symptom:	4 42 7 00 ST/RN/MV,MOVING,UPSHIFT QUAL,UNKNOWN		
Status:			
VFG:	V48 GOOD AUTOMATIC TRANSMISSION		
Additional Symptom:			
Fix:	Causal Component :		
Condition Code:			
Cust: [REDACTED]	Home Phone:	(000) 000 - 0000	
Work Phone:	(000) 000 - 0000	Region:	G2 Detroit
Case Status:	Date: 00 / 00 / 0000	Vehicle Paint:	INGOT SILVER METALLI

KOEO:

KOEC:

KOER:

Comments:

OWNREL CUSTOMER SAID: -ROUGH SHIFTING FROM 3RD-4TH GEAR -NOTICED SINCE PURCHASE -LAST TIME CUST TOOK VEH TO DLRSHIP A MONTH AGO -DLR REPROGRAMMED MEMORY -CUST SAW ONLINE SAME CONCERNS NUMEROUS VEH -VEH IS LOCATED WITH THE CUST -CUST SEEKING FINANCIAL ASSISTANCE TOWARDS REPAIRDEALER SAID: BILL MARSH FORD 408 W. MILE ROADKALKASKA MI 49646(231) 258-9192CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-ADV ABOVE-BEST DAY NUMBER [REDACTED]-VEH IS LOCATED WITH THE CUST -OFFERED TO SET SERVICE APPT-TRANSFERED CUST TO DLR FOR SERVICE APPT -CUST STATES DLR IS 45 MIN TO A HR AWAY -CUST SEEKING RENTAL WHILE VEH IS AT DLR SEEKING SERVICE-ADV CUST CSR WOULD DOCUMENT REQUEST BUT CAN NOT PROMISE RENTAL-ADV CUST TO SPEAK TO SM TO SEE IF LOANER VEH IS AVAIBLE

OWNREL CUSTOMER IS SCHEDULED FOR DEC 1ST.

OWNREL - CSM WENDY X77774; LTV 88, NO ESP, NO RELATED CONCERNS; OBC TO DLR, SA MARK - STATES CUSTS APPT IS FOR TOMORROW AT 3:05; IF THE CUST CAN ARRIVE BETWEEN 11-12, HE CAN HAVE A LOANER FOR HIM - CSM OBC TO CUST, [REDACTED] - LVM ADVISING OF MY INFO, MY POSITION AND HIS CASE NUMBER - ADVISED HIM ALSO OF THE ABOVE AND TO PLS CONTACT SA MARK AT 231-258-5106 (DIRECT LINE) TO ARRANGE THIS - CSM F/U ON 12/1 TO SEE IF THIS HAS TAKEN PLACE.

OWNREL - CSM WENDY X77774; OBC TO DLR SA MARK - LVM FOR HIM TO CALL ME OR I WOULD TRY BACK TOMORROW.

OWNREL - CSM WENDY X77774; OBC TO DLR, STATES THE VEH IS THERE, THEY PERFORMED A TSB FOR THE CONCERN - DOESN'T REMEMBER THE NUMBER - STATES

THE VEH IS SUPPOSED TO BE PICKED UP BY CUST TODAY - BUT ALSO STATES THAT THIS CONCERN SEEMS VERY SIMILAR TO ANOTHER VEH THAT IS THERE WITH SAME ENG - CSM ADVISED HIM THAT A FSE HAS BEEN REQUESTED FOR THE OTHER VEH AND FOR HIM TO BE SURE TO MENTION THIS VEH CONCERN ALSO - CSM WILL F.U ON 12/6

OWNREL PERFORMED SVC TSB 11-7-20. CUST IS NOW BACK DRIVING THE VEHICLE.

OWNREL - - CSM WENDY X77774; OBC TO CUST, [REDACTED] TO CK ON VEH REPAIR SATISFACTION - HE STATES THIS VEH IS DOING IT AGAIN, STATES IT IS NOT LIVING UP TO THE HYPE - IT IS GETTING TERRIBLE MILEAGE, - HE HAS NOTICED THAT THE EXHAUST DRIPS WATER IN TWO SPOTS UNDER THE DRIVER SIDE OF CAB AND ALSO HE HAS SEEN WHITE PUFFS OF EXHAUST BEFORE AND AFTER THE MUFFLER - QUITE A BIT OUT THE END OF EXHAUST - CSM OFFERED CUST AN ESP PREM CARE TO OFFSET THE CONCERNS - ALSO KEEPING CUSTS INFO FOR ANY UPDATES ABOUT THE ECOBOOST CONCERNS - CSM F/U ON 12-13 FOR ESP

OWNREL IBC FROM CUST, STATES HE STARTED OFF WITH THIS VEH THIS A.M. AND IT DIDN'T EVEN WANT TO TAKE OFF WITHOUT HESITATION - WANTS IT BOUGHT BACK OR REPLACED. - CSM APOLOGIZED FOR THE CONCERN AND WORRY ABOUT SAFETY, ADVISED I WOULD CONTACT THE DLR TO SEE IF THE VEH MEETS ANY OF HIS STATES LL AS FORD MIMICS EACH STATES - OBC TO PSD RICH (WITH SM DAVE) TO DISCUSS THIS VEH AND IT'S PAST RO'S - CUST CURRENTLY HAS TWO STATING THIS VEH'S CONCERNS AND CUST HAD STATED HE HAS ONLY BEEN DOWN 3 DAYS. - DLR STATES THEY WILL CONTACT THE CUST WITHIN THE HOUR TO GET VEH BACK IN TO RECK - VEH DOES NOT QUALIFY FOR BUYBACK CONSIDERATION, OBC TO CUST TO ADVISE - STATING AS A CONSUMER, HE MAY PURSUE ON HIS OWN, BUT THAT UNFORTUNATELY, I CAN NOT - DISCUSSED THE INFO THAT ENGINEERING IS AWARE OF AND WORKING ON A FIX THAT IS EXPECTED OUT IN THE FIRST QUARTER OF NEXT YEAR.- CUST ISN'T HAPPY WITH THIS - WANTS TO MAKE SURE I CONTACT HIM AS SOON AS THE NEW INFO COMES OUT - ASSURED HIM I WOULD - F/U WILL REMAIN AS IT WAS, 12/13

OWNREL - IBC FROM CUSTOMER, STATES THAT THIS VEHICLE ALMOST STALLED OUT IN A INTERSECTION - WANTS OUT OF THIS VEHICLE - JUST WANTS WHAT HE HAD PUT INTO IT AT PURCHASE - CSM ADVISED CUSTOMER WE NEED TO GET THE VEHICLE

BACK TO THE DEALER - HE STATES HE NEEDS A TRUCK - CSM TOLD CUSTOMER TO LET ME SEE WHAT I CAN DO - OBC TO DLR, 231-258-9192 - SPK WITH SA MARK - HE APPARENTLY HAD ALSO HEARD FROM CUSTOMER - ADVISED I WOULD LIKE TO GET THE VEHICLE BACK IN FOR DIAG AND NEEDED A TRUCK FOR CUSTOMER, ALSO WOULD LIKE VEHICLE TO BE DELIVERED TO HIM SO SOMEONE COULD DRIVE THIS VEHICLE BACK TO TRY TO VERIFY CONCERNS - ARRANGEMENTS HAVE BEEN MADE - TRUCK WILL BE DELIVERED TO CUSTOMER BY NEW SRV. MGR. DAVE - HE WILL CONTACT THE CUSTOMER TO FINAL ARRANGE.

OWNREL - CUSTOMER CALLED - HAS A MINI VACATION PLANNED FOR THIS WEEKEND, CSM ADVISED CUSTOMER I WOULD PAY FOR THE RENTAL IF NEED BE - OBC TO DLR, SPK WITH SA MARK - ADVISED HIM OF THE SAME - FMC WILL COVER RENTAL TO THE 12TH.

OWNREL - CSM WENDY X77774; OBC TO DLR TO SEE IF CUST HAS PICKED UP HIS VEH - ACCORDING TO SA LEAH, HE PICKED UP YESTERDAY, STATES CUST KNOWS ABOUT ENGINEERING WORKING ON THIS CONCERN - CSM PAID FOR THE WEEKEND RENTAL - RO 213323, LINE D, \$120 - M026V - P11 - OBC TO CUST, [REDACTED] - LVM ADVISING THE ESP PLAN PREM CARE IS NOW ON HIS VEH, PAPERWORK WILL ARRIVE 1-2 MONTHS - TOLD HIM BOTH THE DLR AND MYSELF ARE WATCHING FOR ENGINEERING UPDATES ON THE ECOBOOST ENG, WISHED HIM A HAPPY HOLIDAY SEASON AND THANKED HIM FOR BEING A FORD CUST. CASE CLOSED.

OWNREL - CSM WENDY X77774; IBC FROM CUST, IS STILL HAVING SHIFT CONCERNS WITH VEH - ALSO STATES HE MILEAGE ISN'T WHERE IT'S SUPPOSED TO BE - CSM CK'D WINDOW STICKER AND ADVISED CUST 15 CITY AND 21 HWY IS RIGHT WHERE THE VEH MILEAGE IS SUPPOSED TO BE - ADVISED THAT I WILL HAVE TO GATHER PAPERWORK FROM DLR TO ASSESS ANY POSSIBLE BUYBACK PURSUING. - CSM F/U 3/16

OWNREL - CSM WENDY X77774; CSM IS GATHERING PAPERWORK FOR POSSIBLE BUYBACK - SHOULD BE READY BY THIS AFTERNOON FOR THE FIRST DEPT. - F/U ON 3/19 TO CK ON STATUS.

OWNREL - CSM REOPENED CASE -

OWNREL - CSM WENDY X77774; SEEKING FSE INVOLVEMENT FOR FINAL REPAIR ATTEMPT AS NEEDED FOR THIS STATES LEMON LAW

OWNREL CSM TARA X77733; OBC TO SM DAVE INQUIRING IF FSE HAS SCHED TO VISIT DLR - SM STS HE IS WAS UNAWARE OF FSE APPT TO VISIT LIKELY B/C IT HASN'T HAPPENED YET - CSM TO SCHED F/U W/ DLR ON 3/23 - OBC TO [REDACTED] - CSM INFORMED CUST THAT WE ARE AWAITING VISIT FROM FSE FOR FINAL REPAIR ATTEMPT PER LEMON LAW - CUST ACCEPTED - F/U ON 3/23

OWNREL TECH SME ASAD - NO HOTLINE CONTACTS SINCE 12/2/11, VEHICLE IS WITH CUSTOMER, NEED VERIFICATION OF CONCERN AND CONTACT WITH HOTLINE FOR FURTHER ASSISTANCE AS CONCERN MAY BE A NORMAL OPERATING CHARACTERISTIC AND WILL REQUIRE DUPLICATION BEFORE ANY REPAIR ATTEMPTS

OWNREL - CSM WENDY X77774; OBC TO SERVICE MANAGER DAVE, ADVISED HIM OF THE TECH SME'S COMMENTS - HE STATES THEY WILL GET THE CUSTS VEHICLE BACK IN TO DUPLICATE THE CONCERN, CONTACT THL AND REQUEST FIELD SERVICE ENGINEER AS NECESSARY - BUYBACK PAPERWORK HAS BEEN TURNED DOWN AT THE TECH SME LEVEL BECAUSE OF LACK OF THL CONTACT - CSM WILL F/U ON 3/28

OWNREL CALLED CUSTOMER TO MAKE APPOINTMENT TO ADDRESS HIS CONCERNS AFTER BEING UNABLE TO REACH CUSTOMER ON FRIDAY. CUSTOMER HAD A NEW LIST OF CONCERNS TO ADD. I TRIED TO SCHEDULE APPT BUT CUSTOMER HAD QUESTIONS HE WANTED ANSWERED BEFORE SET APPT. HOW LONG IS BUY BACK PROCEDURE? AT WHAT PRICE TO THEY BUY BACK? I CAN'T BE WITHOUT MY TRUCK, I'D NEED A TRUCK THAT CAN TOW A TRAILER FOR MY BUSINESS, IS THAT PROVIDED? CUSTOMER SAID NEED ANSWERS TO THESE QUESTIONS BEFORE CAN MAKE APPT. TOLD HIM I WOULD LOOK INTO AND GET BACK IN TOUCH WITH HIM AND EXPLAINED THE FIRST STEP IS TO GET TRUCK HERE FOR THE APPOINTMENT SO WE CAN LOOK AT IT, WITHOUT DOING THIS FIRST STEP WE ARE AT A STAND STILL FOR A REPAIR/BUYBACK/ANYTHIN NG.

OWNREL OBC TO DLR. SM DAVE ADVISED THAT CUSTOMER SAID HE COULDN'T BE WITHOUT HIS TRUCK FOR THE NEXT 1 ½ WEEKS. SM IS GOING TO CONTACT CUSTOMER TONIGHT. ADVISED I COULD OFFER \$45/DAY FOR UP TO 4 DAYS OF RENTAL IF HE WANTED TO OFFER IT. SM WILL COMMENT CASE WITH RESULTS OF CONVERSATION.

OWNREL LMOVN FOR CUSOTMER. WILL UPDATE CASE AS SOON AS I AM ABLE TO SPEAK WITH CUSTOMER.

OWNREL SPOKE WITH CUSTOMER INFORMED HIM AGAIN THAT THERE IS NO DEFINED PRICE FOR A BUY BACK IF THIS TURNS INTO A BUYBACK SITUATION, NO EXACT LENGTH OF TIME FOR THE PROCEDURE AND THAT WE HAVE TO GET THE TRUCK INTO SERVICE BEFORE ANYTHING WILL HAPPEN. I FEEL THE CUSTOMER IS STARTING TO REALIZE THE BALL IS IN HIS COURT TO GET VEHICLE HERE. CUSTOMER IS GOING TO CALL AT THE END OF NEXT WEEK TO SCHEDULE AN APPOINTMENT FOR THE WEEK OF APRIL 9TH. CUSTOMER OWNS A LAWN CARE BUSINESS AND THIS VEHICLE IS A TOOL FOR HIM AND SAID HE NEEDS ALT. TRANSPORTATION, AT THAT POINT I EXPLAINED FORD WOULD GENEROUSLY PAY UP TO 4 DAYS OF RENTAL BUT A TOW VEHICLE WOULD BE NEARLY IMPOSSIBLE. CUSTOMER IS CALLING ME NEXT WEEK TO SCHEDULE AN APPT.

OWNREL RESETTING FOLLOWUP BASED ON ABOVE FEEDBACK.

OWNREL OBC TO DLR. SA ADVISED THAT HE BELIEVES CUSTOMER HAS APPOINTMENT FOR MON/TUES. WILL HAVE SM DAVE UPDATE CUDL WITH INFO.

OWNREL CUSTOMER IS DROPPING VEHICLE OFF MONDAY EVENING FOR HIS TUESDAY APPT AND PICKING UP A RENTAL VEHICLE

OWNREL VEHICLE ALREADY HAS LATEST SOFTWARE AND IS UP TO DATE. NO CODES IN VEHICLE. FIRST TEST DRIVE UNABLE TO DUPLICATE CONCERNS. GOING TO DO ADDITIONAL TEST DRIVES TO TRY TO DUPLICATE CONCERNS. CUSTOMER IS IN RENTAL VEHICLE

OWNREL DID ADDITIONAL TEST DRIVE AND NOTICED TRUCK WILL NOT DOWN SHIFT INTO SECOND GEAR. TRIED BOTH A COASTING STOP AND A MORE ABRUPT STOP. DID NOT SEE A TSB IN REGARDS TO THIS DESCRIPTION

OWNREL OBC TO DLR. SM DAVE NOT AVAILABLE - LEFT VM.

OWNREL OBC TO DLR. SM DAVE ADVISED THAT SKIPPING GEARS WAS NORMAL. TECH IS CURRENTLY WORKING WITH HOTLINE - WILL UPDATE CUDL WITH RESULTS.

OWNREL WE DID AN ADAPTIVE LEARN CYCLE AND NOW THE HOTLINE HAS INSTRUCTED US TO MONITOR A LIST OF PIDS, WHICH WE ARE DOING TOMORROW MID MORN.

OWNREL CUSTOMER IS GOING TO PICK UP VEHICLE TODAY. WE ARE GOING TO DO A RECORDING WHILE DRIVING THE VEHICLE BEFORE CUSTOMER P/UP AND SEND TO HOTLINE. SPOKE TO CUSTOMER THIS A.M. TO LET KNOW CAN PICK UP VEHICLE AND NOW HE WANTS US TO CHANGE TRANSMISSION FLUID AND FILTER AND

SAVE THE FLUID BECAUSE HE FEELS THERE WILL BE SHAVINGS IN THE FLUID AND HE WANTS TO SEE THE FLUID DUE TO ALL THE GRINDING AND HARD SHIFTS? I EXPLAINED TO HIM I WASN'T SURE IF I HAD AUTHORIZATION TO DO THIS.

OWNREL CUSTOMER RETURNED RENTAL AND PICK UP HIS VEHICLE

OWNREL OBC TO DLR. SM DAVE ADVISED THEY WERE UNABLE TO DUPLICATE ANY PROBLEM. BELIEVES THAT CUSTOMER MAY HAVE OVER BOUGHT.

OWNREL CUSTOMER CALLED THIS MORNING STATING HE HAS/IS EXPERIENCING HARSH 4-3 DOWNSHIFTS AGAIN.

OWNREL OBC TO CUSTOMER. [REDACTED] @ [REDACTED] CUSTOMER ADVISED HE IS TIRED OF BRINGING VEHICLE INTO DLRSH. IF THEY WANT TO SEND SOMEONE OUT TO HIS HOME HE WILL TAKE THEM ON A TEST DRIVE TO DUPLICATE.

OWNREL OBC TO DLR. SM DAVE UNAVAILABLE.

OWNREL OBC TO DLR. SM DAVE ADVISED THAT HE WILL ARRANGE TO STOP ONE EVENING ON HIS WAY HOME. HE WILL CONTACT CUSTOMER TO ARRANGE A TIME/DATE == OBC TO CUSTOMER [REDACTED] @ [REDACTED] NO ANSWER - LEFT VM ADVISED SM WOULD DO TEST DRIVE. FOLLOW UP 4/27

OWNREL IBC FROM SM DAVE - STILL PLAYING PHONE TAG WITH CUSTOMER TO DETERMINE DATE FOR SM TO DO TEST DRIVE.

OWNREL STILL PLAYING PHONE TAG. I LMOVN FOR CUSTOMER STATING THAT EITHER MYSELF OR A TECH NEED TO EXPERIENCE THIS AS WE HAVEN'T BEEN ABLE TO DUPLICATE WHILE TEST DRIVING ON MULTIPLE OCCASSIONS. I REITERATED THAT I WOULD BE WILLING TO DRIVE THE 40 MILES TO HIS HOUSE TO GO FOR A RIDE TO EXPERIENCE THE HARSH DOWNSHIFTS. WAITING TO HEAR BACK.

OWNREL OBC TO DLR. SM DAVE OUT TODAY. SA LEAH UNFAMILIAR WITH THE CASE.

OWNREL OBC TO DLR. SM DAVE. LEFT BALL IN CUSTOMER'S COURT TO ESTABLISH A TIME FOR SM TO COME TO HIS RESIDENCE FOR A TEST DRIVE. ADVISED SM - CLOSING CASE FOR NOW AND CAN REOPEN IF CUSTOMER ACTIVELY PURSUES THE OFFER.

OWNREL RENTAL;P&A 08834, RO# 215375, LINE A, \$180, P11, APPROVAL CODE = M02KR

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

Folder Number: _____

[File Report To This Folder](#)

[File Report To A Folder](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

Report Detail Section : [View Details](#)

Attachments: 0

Report# :	BLABB012 NHL	Reviewed Status:		Received:	12/01/2011
CCRG/EPRC:				Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET3BF			Build Date:	08/16/2011
Odometer :	11,303 M	Engine:	3.5L-GTDI	Calibration:	BF613CON
Transmission:	6R80E	Axle:	3800F3.73L	A/C:	YES
Dealer:	USA 08834 Bill Marsh Ford			Phone#:	(231) 258-9192
City:	Kalkaska	State:	Michigan	Country :	USA
Originator:	MARK HANNA				
Symptom:	4 42 7 00 ST/RN/MV,MOVING,UPSHIFT QUAL,UNKNOWN				
Status:					
VFG:	V48 GOOD AUTOMATIC TRANSMISSION				
Additional Symptom:	HARSH UPSHIFTS				
Fix:	Causal Component :				
Condition Code:					

Hotliner: KPENDORF

Phone: 000 248-9213

Regn Cd: G2 Detroit

Engineering:

Phone:

TAR:

Dir Contact: MARK HANNA

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 12/01/2011 02:47PM KEN PENDORF MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER COMPLAINT IS A FIRM 3-4 SHIFT AND
SOMETIMES A FIRM DOWNSHIFT AT LOWER SPEEDS. THERE IS ALSO A SURGE OR
FISHBITE AT HIGHWAY SPEEDS WHICH IS INTERMITTENT AND MORE NOTICEABLE
COLD, THE FISHBITE COULD JUST BE HAPPENING AS IT
SHIFTS DIAGNOSTICS: UPDATED PCM WITH LATEST FLASH
(BL3A-12A650-AZE), PERFORMED ADAPTIVE SHAIPT RE-LEARN
STRATEGY PARTS REPLACED: NONE TECH QUESTION: SEEMS MORE LIKE A
DRIVEABILITY PROBLEM AS I SPEND MORE TIME ON IT, DO YOU HAVE ANY
ADDITIONAL DIAGNOSTICS OR REPAIRS?

RECOMM 12/01/2011 02:47PM KEN PENDORF MSS - FCSD - TECH SVC HOTLINE
MARK, IT IS ALWAYS RECOMMENDED TO CORRECT ANY ENGINE PERFORMANCE OR
DRIVEABILITY CONCERNS PRIOR TO ANY TRANSMISSION DIAGNOSIS. ENGINE
CONCERNS CAN AFFECT TRANSMISSION SHIFT STRATEGY AND QUALITY. THESE
ARE NOT COMMON CONCERNS FOR THESE TRANSMISSIONS. YOU CAN CLEAR THE
TRANSMISSION ADAPTIVE TABLES, PERFORM THE DRIVE CYCLE ROAD TEST, AND
RE-EVALUATE THE VEHICLE. THE HOTLINE IS NOT FAMILIAR WITH THE TERM
FISHBITE. PLEASE REPAIR ALL ENGINE PERFORMANCE CONCERNS FIRST.

REPAIR 12/02/2011 09:26AM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE
FISHBITE IS A SPORATIC MISSFIRE, ALSO MIGHT BE CALLED A BUCK OR JERK
EXCEPT NOT AS HARD. IT WILL DO IT AT HIGHWAY SPEEDS ON A GRADE. WE
HAVE TWO OTHER TRUCKS WITH THE SAME COMPLAINT, THIS CUSTOMER HAS HAD
THIS ISSUE FROM THE FIRST WEEK HE HAD IT, HE DROVE ANOTHER VEHICLE
THAT DID NOT ACT UP AND THERE IS A CUDL CASE OPEN

RECOMM 12/02/2011 09:26AM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE
MARK, A ENGINE PERFORMANCE CONCERN WILL AFFECT TRANSMISSION
OPERATION. USE PCM DATALOGGER, RECORD AND PLAYBACK THE APP(%),

BARO(PRESS), CHT(TEMP), CYL_(1-6)_ACCL, DIST_BRKOVDR, EQ_RAT11 (RATIO), EQ_RATIO21 (RATIO), EVAPCP, FRP (PRESS), FRP_DSD, FTP_H20, GEAR, KNK_CNTR_CYL (1-6), KNK_RATE_LRND, LOAD, LONGFT1, LONGFT2, MAP(PRESS), MFF_INGEAR, MFF_LOAD, MFF_RPM, MFF_RUN, MFF_SOAK, MFF_TCC_LOCK, MFF_THR_ANG, MFF_TRIP, MFF_VSS, MP_LRN, NUM_MISFIRE, OCTADJ_R_LRND, O2S11_CUR, O2S21_CUR, RPM, RUNTM, SHRTFT1, SHRTFT2, TQ_CNTRL, TR, VPWR, VREF, VSS PIDS WHEN THE ERRATIC MISFIRE (FISHBITE) IS FELT. CHECK IF THE HO2S SENSOR SIGNALS RESPOND ERRATIC OR GO LEAN CONFIRMING AN ENGINE CONCERN IS PRESENT. RERUN OASIS USING A DRIVE PERFORMANCE SYMPTOM CODE, OBTAIN A CONTACT ID FOR THE PERFORMANCE CONCERN AND SUBMIT FOR ASSISTANCE WITH THE ENGINE PERFORMANCE TEAM HERE AT HOTLINE. ISM 11-06-009 3.5L ECOBOOST MISFIRE UNDER LOAD OR P0430 DTC

AUDIT 12/02/2011 09:26AM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE

SYMPTOM 4, 42, 7, 39 CHANGED TO 4, 42, 7, 00 BY PBUSHON

REPAIR 04/12/2012 11:09AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE

P&A CODE:08834 VEHICLE: 2011 F-SERIES LD BUILD DATE: 8/16/2011

12:00:00 AM ENGINE: 3.5L DOHC 4V V6 GTDI TRANS:6R80 6 SPD AUTO

UPDATE SYMPTOM CODE:442000 DESCRIPTION OF VEHICLE CONCERN: HARSH 2-3 AND 3-4 UPSHIFTS, 3-1 DOWNSHIFT ON COASTDOWN DIAGNOSTICS ALREADY COMPLETED: NO DTCS, LATEST CALIBRATION ALREADY INSTALLED, PERFORMED ADAPTIVE DRIVE CYCLE AND SMOOTHED OUT SHIFTS, 3-1 DOWNSHIFT IS NORMAL-COMPARED TO LIKE VEHICLE, FLUID FULL AND CLEAR PARTS REPLACED: NONE TECH'S QUESTION: STILL HAS A HARSH 4-3 DOWNSHIFT, ANY DRIVEABILITY CONCERNS THAT COULD CAUSE THIS?

RECOMM 04/12/2012 11:09AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE

MARK, ANY ENGINE PERFORMACE CONCERN THAT IS PRESENT WILL AFFECT TRANSMISSION OPERATION. IF THERE ARE ANY PERFORMANCE CONCERNS PRESENT THEN IDENTIFY AND ADDRESS FIRST. CHECK THE AIR FILTER HOUSING TO BE SECURE, INSPECT FOR A FACTORY AIR FILTER. CHECK THE MAF FOR CONTAMINATION. IF THE LOAD CALCULATION IS SKEWED HARSH SHIFTS CAN OCCUR. TO CHECK FOR ANY ENGINE PERFORMANCE CONCERNS MONITOR APP(%),

BARO(PRESS), CHT(TEMP), CYL_(1-6)_ACCL, DIST_BRKOVVD, EQ_RAT11 (RATIO), EQ_RATIO21 (RATIO), EVAPCP, FRP (PRESS), FRP_DSD, FTP_H20, GEAR, KNK_CNTR_CYL (1-6), KNK_RATE_LRND, LOAD, LONGFT1, LONGFT2, MAP(PRESS), MFF_INGEAR, MFF_LOAD, MFF_RPM, MFF_RUN, MFF_SOAK, MFF_TCC_LOCK, MFF_THR_ANG, MFF_TRIP, MFF_VSS, MP_LRN, NUM_MISFIRE, OCTADJ_R_LRND, O2S11_CUR, O2S21_CUR, RPM, RUNTM, SHRTFT1, SHRTFT2, TQ_CNTRL, TR, VPWR, VREF, VSS DURING THE CONCERN.

AUDIT 04/12/2012 11:09AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE
ODOMETER 3475 M CHANGED TO 11303 M BY WREBROVI

REPAIR 04/16/2012 10:56AM JOSEPH MCALLISTER MSS - FCSD - TECH SVC HOTLINE
PERFORMED ADAPTIVE DRIVE CYCLE AND RE-EVALUATED SHIFTS, SHIFTING MUCH BETTER, COMPARED TO LIKE VEHICLE AND DETERMINED TO BE NORMAL. DROVE VEHICLE AND MONITORED PIDS, NO OTHER CONCERNS DUPLICATED AT THIS TIME, SENT RECORDINGS TO HOTLINE

RECOMM 04/16/2012 10:56AM JOSEPH MCALLISTER MSS - FCSD - TECH SVC HOTLINE
MARK, THANK YOU FOR YOUR REPAIR UPDATE. IF YOU REQUIRE ANY FURTHER ASSISTANCE PLEASE UPDATE THIS REQUEST. IF THE CONCERN IS REPAIRED PLEASE REMEMBER TO FILL OUT THE ONLINE SURVEY FOR THIS CONCERN.

Download Options

Folder Number: _____

[File Report To This Folder](#)

[File Report To A Folder](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

Requester: DALBANIC

Report Summary

Server: FCWS686

Ford Proprietary, Private

12-Nov-2012

Retention: None

GCQIS Report Analysis

Report Summary

Report 3 of 3

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# :	BLOE8980 CACBYB--or-- C2 00005920936M	Received:	12/16/2011
CCRG/EPRC:		Reviewed Status:	Date:
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET3BF [REDACTED]	Build Date:	08/16/2011
Odometer :	3,600 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3800F3.73L
Dealer:	USA 08834 Bill Marsh Ford	Calibration:	BF613C0N
City:	Kalkaska	A/C:	YES
Originator:		Phone#:	(231) 258-9192
Symptom:	5 50 2 02 DRV PERF,RUNS ROUGH,ACCEL,ALWAYS		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:			
Fix:	Causal Component :		
Condition Code:			

Cust: JOHN SOLOMON

Home Phone: (000) 000 - 0000

Work Phone: (000) 000 - 0000

Region: G2 Detroit

Case Status: **Date:** 00 / 00 / 0000

Vehicle Paint: INGOT SILVER METALLI

KOEO:
KOEC:
KOER:
Comments:
OWNREL

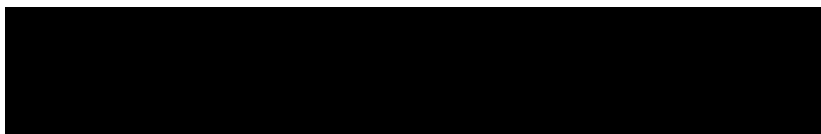
REG PREM 60/75 W/ \$100 DED.

Folder Number: _____ **File Report To This Folder** **File Report To A Folder** **Download Options**
Add Comments **Previous** **Next** **Save** **Mail Report**

Requester: DALBANIC
Report Summary
Server: FCWS686

Ford Proprietary, Private

12-Nov-2012
Retention: None



Krohn & Moss, Ltd.

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

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

TX
[Handwritten signature]

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866) 289-0898
Writer's Direct E-Mail
amoss@consumerslawcenter.com
www.krohnandmoss.com

Licensed to Practice only in:
Texas

November 30, 2012

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

12 DEC -4 PM 2:55
CONSULTATION AREA

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2012 Ford F-150
VIN: 1FTFW1ETXCF [REDACTED]
Our File No.: T1201312X

Dear Sir or Madam:

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

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

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are defects present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defects include, but are not limited to:

1. Defective engine as evidenced by the intermittent illumination of the wrench light, jerking, misfiring and stuttering when towing; and
2. 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 listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects, my client has justifiably lost confidence in the vehicle. As one court has stated:

November 30, 2012

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 her 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 her the opportunity or permit her 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 in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, 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 "Andrew Ross", written in a cursive style.

Andrew Ross
Attorney at Law

AR/ml

CAUSE NO. 423-2569

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY

Defendant.

§
§
§
§
§
§
§
§
§
§

IN DISTRICT COURT

423 ^{hd}

JUDICIAL DISTRICT

BASTROP COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW [REDACTED] Plaintiff in the above entitled and numbered cause, by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and files this, Plaintiff's Original Petition and Request for Rule 194 Disclosures, complaining of FORD MOTOR COMPANY ("Defendant"), and for cause would show as follows:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

PARTIES

2. Plaintiff, [REDACTED] ("Plaintiff"), is an adult individual and legal resident of the State of Texas, residing at [REDACTED] Red Rock, TX [REDACTED]

3. Defendant, FORD MOTOR COMPANY ("Defendant"), is a business corporation qualified to do and regularly conducting business in the State of Texas and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including MUNDAY FORD

FILED Pa M
DATE 03-13-2013
Sarah Loucks
District Clerk, Bastrop County

(“Seller”). Registered agent capable of receiving service for Defendant is: CT Corporation System, located at 350 North St. Paul Street, Suite 2900, Dallas, Texas 75201.

JURISDICTION AND VENUE

4. This court has jurisdiction over Defendant as it either conducts business in or personally resides in the State of Texas.

5. The amount in controversy is within the jurisdictional levels of this Court.

6. Venue is permissible in Bastrop County as Defendant can be served here and/or because the vehicle was purchased and/or repaired in said County.

BACKGROUND

7. On or about March 12, 2012, Plaintiff purchased from Seller a 2012 Ford Truck F-150 (“F-150”), manufactured by Defendant. Vehicle Identification No. 1FTFW1ETXCF [REDACTED] for valuable consideration (See copy of Plaintiff’s Purchase Contract, attached hereto as Exhibit “A”).

8. The price of the F-150 totaled \$47,962.70.

9. In consideration for the purchase of the F-150, Defendant issued and supplied to Plaintiff its written warranty which included four (4) year or fifty thousand (50,000) mile bumper to bumper coverage, four (4) year or fifty thousand (50,000) powertrain coverage, as well as other standard warranties fully outlined in Defendant’s Warranty booklet.

10. Defendant engages in nationwide advertising campaigns to sell vehicles, including the F-150, to the public through a system of authorized selling agents of Defendant, including Seller herein.

11. Defendant’s authorized selling agents, including Seller, are required by Defendant to post Defendant’s name and logo on a sign outside of the Seller’s place of business.

12. Defendant's authorized selling agents, including Seller, are required by Defendant to produce brochures for the sale of Defendant's vehicles that are printed and authored by Defendant.

13. Defendant's authorized selling agents, including Seller, are required by Defendant to enter into a sales and service agreement with Defendant that is reduced to a writing.

14. Defendant requires all authorized selling agents, including Seller, to provide customers, including Plaintiff, with Defendant's written warranty described above at the time of sale.

15. In requiring Seller to provide Defendant's written warranty, Defendant undertakes, at the time of sale, the responsibility of repairing its vehicles, including the F-150, and makes the accompanying promise to repair in consideration for the sale of the F-150.

16. Defendant issues and supplies to consumers, including Plaintiff, its written warranty described above as an inducement for the sale of the F-150.

17. Defendant provides Seller with a hidden rebate/commission after Plaintiff's purchase of the F-150 that is not reflected on Plaintiff's purchase documents as an incentive to Seller for selling Defendant's automobiles as an agent of Defendant.

18. The retail price of the F-150 is determined by Defendant and not Seller.

19. On or about March 12, 2012, Plaintiff took possession of the F-150 and shortly thereafter experienced the various defect listed.

20. The defect described below violates the written warranty issued to Plaintiff by Defendant, as well as the implied warranty of merchantability.

21. Plaintiff brought the F-150 to Seller, and/or other authorized service dealers of Defendant, for various defects, including but not limited to the following:

- a. Defective engine as evidenced by the intermittent illumination of the wrench light, jerking, misfiring and stuttering when towing; and
- b. Any additional defects as contained on repair orders of Defendant's authorized dealerships.

22. Plaintiff provided Defendant, through Seller and/or other authorized dealers of Defendant, sufficient opportunities to repair the F-150.

23. Defendant, through its authorized dealers, was unable and/or failed to repair the F-150 within a reasonable number of attempts.

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

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

26. As a result of the defect, Plaintiff revoked acceptance of the F-150 in writing on November 30, 2012 (See copy of November 30, 2012 correspondence, attached hereto as Exhibit "B").

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

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

29. The F-150 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defect.

30. Plaintiff has been and will continue to be financially damaged due to Defendant'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

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

32. 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 the obligations of said warranty against Defendant.

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

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

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

36. Plaintiff's purchase of the F-150 was accompanied by written warranty for any defects in material or workmanship, which compromises an undertaking, in writing and in connection with the purchase of the F-150, to repair the F-150 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 said undertaking.

37. Said warranty was the basis of the bargain of the contract between Plaintiff and Defendant for the sale of the F-150.

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

39. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in Defendant's written warranty.

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

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2.714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

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

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

42. 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 Defendant to Plaintiff.

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

44. Defendant is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Defendant 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.

45. Pursuant to 15 U.S.C. § 2308, Plaintiff's F-150 was impliedly warranted to be

substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the F-150 was intended.

46. 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.

47. The above described defect in the F-150 renders the F-150 unfit for the ordinary purpose for which the F-150 was intended.

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

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2.714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

JURY DEMAND

Plaintiff hereby requests a trial by jury of all issues of fact in this case and herewith tenders the jury fee.

REQUEST FOR RULE 194 DISCLOSURES

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose within fifty (50) days of service of this request, the information or material as set forth in Rule 194.2. A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Respectfully Submitted.



By:

Andrew Ross
Attorney for Plaintiff

Andrew Ross
Texas Bar No.: 24079246
Krohn & Moss, Ltd.
10 N. Dearborn Street, 3rd Floor
Chicago, IL 60602
phone: (312) 578-9428
fax: (866) 289-0898
e-mail: aross@consumerlawcenter.com

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ETXCF [REDACTED] Year: 2012 Model: F-SERIES Case: 624702642
Name: [REDACTED] Owner Status: Original WSD: 2012-03-12
Symptom Desc: NOISE ACCESSORY DRIVE Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 03049 MUNDAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 31800 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 12/19/2012 Action Time: 21.05.15.603 Action Data: No

Comments NEW CASE: FRD1234437. REPRESENTED BY ANDREW ROSS OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: ENGINE,ELECTRICAL.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 03049 MUNDAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 31800 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 12/20/2012 Action Time: 11.05.05.219 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 03049 MUNDAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 31800 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 12/20/2012 Action Time: 16.05.12.418 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03049 MUNDAY FORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 31800 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 01/03/2013 Action Time: 16.05.20.322 Action Data: No

Comments HEARING SCHEDULED ON 01/17/13 AT 10:00 A.M.

Action: CUST DECLINED SETTLEMENT OFFER
Dealer: 03049 MUNDAY FORD Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 31800 MI Comm Type: OTHER
Analyst Name: GRAY, ROBERT Analyst: RGRAY72
Action Date: 01/08/2013 Action Time: 08.57.38.408 Action Data: No

Comments CUSTOMER DECLINED SETTLEMENT OFFER

Action: COMPANY REPORT SUBMITTED

Dealer: 03049 MUNDAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 31800 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 01/09/2013

Action Time: 09.49.37.558

Action Data: Yes

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

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

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB

Dealer: 03049 MUNDAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 31800 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 01/09/2013

Action Time: 09.50.48.145

Action Data: No

Comments SETTLEMENT OFFER WAS SENT 1-02-2013--SYSTEM ISSUES PREVENTED DOCUMENTING AT THAT TIME

Action: FIELD E-MAIL SENT - DRP

Dealer: 03049 MUNDAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 31800 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 01/09/2013

Action Time: 09.52.50.096

Action Data: No

Comments INITIAL REPORT REQUESTS SENT 12-24-2012--NO BBB 06 CASE WAS OPEN AT THAT TIME

Action: ARBITRATION-AWA DRS SPENDING

Dealer: 03049 MUNDAY FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 31800 MI

Comm Type: OTHER

Analyst Name: GRAY, ROBERT

Analyst: RGRAY72

Action Date: 01/23/2013

Action Time: 15.27.54.519

Action Data: Yes

Comments BBB CASE ARBITRATED TO A DENIAL DECISION

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	AYERS, DONALD
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	

ESP (Y=YES, N=NO)
PLAN NAME
PLAN TIME
PLAN MILEAGE
RAV (Y=YES, N=NO)
RAV TYPE
FURTHER REPAIR (Y=YES, N=NO)

Action: ARBITRATION DECISION-DENIAL

Dealer: 03049 MUNDAY FORD

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 31800 MI

Comm Type: MAIL

Analyst Name: COSTELLO, MATT

Analyst: M-COSTE3

Action Date: 01/23/2013

Action Time: 16.05.16.392

Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ETXCF [REDACTED] Year: 2012 Model: F-SERIES Case: 624702642
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-12
 Symptom Desc: BUCK/JERK AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - BUYBACK - NO OBC Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 10/16/2012

Action: TIER ONE OPEN ISSUE Origin Desc: TIER ONE - MELBOURNE
 Dealer: 03049 MUNDAY FORD
 Odometer: 25000 MI Comm Type: PHONE
 Analyst Name: CATANZARO, CARMEN Analyst: CCATANZ1
 Action Date: 10/15/2012 Action Time: 16.24.06.497 Action Data: No

Comments -LTV 98-CUST CALLING BACK SAYS HE WANTS TO START LEMON LAW PROCESS-CUST SAYS VEC IS GETTING WORSE IT BUCK JERKS LIKE RUNNING OUT OF GAS-CUST SAYS IT DOES IT AT ANY SPEED CUST SAYS HE HAS HAD IT AND IS NOT WAITING UNTIL NOVEMBER TO HAVE ISSUE RESOLVE. CUST SAYS HE PAYS 500 A MONTH FOR VEC HE CAN NOT USE. CUST SAYS SOUNDS LIKE POPPING LIKE IT REAREND IS TEARING UP NOW.I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE BY CLOSE OF BUSINESS TOMORROW. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD
 Odometer: 25000 MI Comm Type: PHONE
 Analyst Name: ESTES,DEBORAH Analyst: DESTES7
 Action Date: 10/16/2012 Action Time: 09.05.08.071 Action Data: No

Comments COMMENTS 2012 F150 22K, WSD 3/12/2012 - NO ESP, NO PRIOR AWS CH5DC021 NHL - ECO BOOST TSB TO BE RELEASED IN NEAR FUTURE.

Action: CREATE FOLLOW UP Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD
 Odometer: 25000 MI Comm Type: PHONE
 Analyst Name: ESTES,DEBORAH Analyst: DESTES7
 Action Date: 10/16/2012 Action Time: 10.09.00.637 Action Data: Yes

Comments OBC CUST [REDACTED] CUST IS VERY UPSET ABOUT THE VEH, WRENCH LIGHT IS NOW ON AND CUST IS DRIVING VEH TO DLR TODAY. CUST HAS TRIED TO TRADE VEH BUT THE DIFFERENCE IS \$8. CUST STATES WILL SPEAK WITH ATTY GENERAL TO GET FORD TO TAKE TRUCK BACK, CUST STATES THIS CONCERN HAPPENED AT 19K. CUST WANTS A RENTAL TRUCK HE CAN TOW WITH, BUT SA KEVIN STATES NO ONE WILL RENT AT TRUCK FOR TOWING CUST BOAT. CSM AGAIN OFFERED PREM CARE 5/75. OBC KEVIN - ADVISED CUST NEEDS TO DUPLICATE CONCERN IF WRENCH LIGHT CONCERN DOES NOT RESOLVE MOST OF CUST ISSUES. SA KEVN AUTHORIZED PU TRUCK FOR \$60 DAY FOR 10 DAYS ONLY.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-19-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD

Odometer: 25000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 10/17/2012 Action Time: 16.10.46.347 Action Data: No

Comments OBC SM - DLR IS WORKING WITH ENGINEERING- DLR HAS INSTALLED NEW PART FOR CHARGE AIR COOLER AND DID NOT ADDRESS CUST CONCERN. SM STATES THE TRUCK IS NOT SHAKING SO HARD THAT THE REAR END IS BEING DAMAGED. DLR IS INVESTIGATING FUEL QUALITY ISSUE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03049 MUNDAY FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 10/18/2012 Action Time: 16.27.42.798 Action Data: No

Comments OBC SM TONY - NHL ADVISED TO WAIT FOR TSB, FUEL TEST DID NOT SHOW ANYTHING. CUST CONCERN IS WORSE WHEN HAULING GOLF CART. CUST VEH HAS PICKED UP VEH, IS VERY ANGRY AND SAYS WILL BE PICKETING.

Action: CREATE FOLLOW UP
Dealer: 03049 MUNDAY FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 10/19/2012 Action Time: 11.12.15.004 Action Data: Yes

Comments CSM WILL CONTINUE TO MONITOR TO SSM FOR ECO BOOST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-02-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CONCERN ADDRESSED
Dealer: 03049 MUNDAY FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: ESTES,DEBORAH Analyst: DESTES7
Action Date: 10/22/2012 Action Time: 11.30.04.412 Action Data: Yes

Comments OBC CUST - CUST IS VERY UPSET, AND WANTS VEH BOUGHT BACK, WILL NOT WAIT FOR TSB, CUSTOMER CONTACTING ATTY

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	98
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N

NONE OF THE ABOVE (Y/N)

N

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03049 MUNDAY FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 25000 MI

Comm Type: PHONE

Analyst Name: ESTES,DEBORAH **Analyst:** DESTES7

Action Date: 11/08/2012

Action Time: 13.30.22.958 **Action Data:** No

Comments OBC CUST - RETURNED CUST CALL - ADVISED CUST NEXT STEPS ARE TO CONTACT NHL AND REQUEST A FSE. CUSTOMER HUNG UP ON CSM. == OBC SM AND REQUESTED DLR RECONTACT NHL TO ADVISE THAT TSB DID NOT CORRECT CUST CONCERN.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ETXCE [REDACTED] Year: 2012 Model: F-SERIES Case: 624702642
 Name: [REDACTED] Owner Status: Original WSD: 2012-03-12
 Symptom Desc: LOSS OF POWER HILLS/GRADES Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 09/21/2012

Action: TIER ONE OPEN ISSUE Origin Desc: TIER ONE - MELBOURNE
 Dealer: 03049 MUNDAY FORD
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: RIVERA DAVID Analyst: DRIVER26
 Action Date: 09/20/2012 Action Time: 17.21.10.185 Action Data: No

Comments *** CUST SAYS ***- VEH HAS BEEN AT DLR 3 TIMES- CUST ADV DLRSHIP DOES NOT KNOW HOW TO FIX IT- ONLY 13 MPH - VEH STUTTERS WHEN GOING UP HILL, SLIT MISS FIRE *** DRL INFO ***MUNDAY FORD 1115 HIGHWAY 71 WESTBASTROP TX 78602(877) 398-2230 - OBC TO DLR AND SPOKE WITH KEVIN- TSB ON VEH BUT AFTER WORKING ON TSB STILL SAME ISSUE 12-06-04- TECH DID SUBMIT TO HOTLINE BUT WAS ADV WE ARE WORKING ON ISSUE TO CORRECT IT *** CRC ADV ***- 'I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: ESTES,DEBORAH Analyst: DESTES7
 Action Date: 09/21/2012 Action Time: 08.33.45.742 Action Data: No

Comments 2012 F150 22K, WSD 3/12/2012 - NO ESP, NO PRIOR AWS CH5DC021 NHL - ECO BOOST TSB TO BE RELEASED IN NEAR FUTURE.

Action: CREATE FOLLOW UP Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: ESTES,DEBORAH Analyst: DESTES7
 Action Date: 09/21/2012 Action Time: 11.27.19.596 Action Data: Yes

Comments OBC CUST [REDACTED] FAX LINE - 2ND CONTACT ATTEMPT 9/24/2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-24-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CREATE FOLLOW UP Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Dealer: 03049 MUNDAY FORD
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: ESTES,DEBORAH Analyst: DESTES7
 Action Date: 09/24/2012 Action Time: 09.22.49.695 Action Data: Yes

Comments COMMENTS OBC CUST [REDACTED] FAX LINE - 3RD CONTACT ATTEMPT 9/25/2012

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

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

09-25-2012
17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03049 MUNDAY FORD
Odometer: 22000 MI
Analyst Name: ESTES,DEBORAH
Action Date: 09/25/2012
Comm Type: PHONE
Analyst: DESTES7
Action Time: 08.39.17.963
Action Data: No
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments [REDACTED] CUST CALLED INTO TIER 1 AND UPDATED PHONE #

Action: CREATE FOLLOW UP
Dealer: 03049 MUNDAY FORD
Odometer: 22000 MI
Analyst Name: ESTES,DEBORAH
Action Date: 09/25/2012
Comm Type: PHONE
Analyst: DESTES7
Action Time: 09.49.19.875
Action Data: Yes
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC CUST [REDACTED] CUST STATES IS CONCERNED ABOUT REAR END BECAUSE OF ALL THE JUMPING VEH IS DOING. EXPLAINED TO CUST THAT ECO BOOST CONCERN IS USUALLY INTERMITTANT AND HAPPENS DUE TO CONDENSATION WHEN PASSING. CUST MAY WANT TO SEE A 2ND OPINION AT COVERT FORD ON 183. OFFERED CUST PREM CARE 5/75, VERIFIED ADDRESS AND MILEAGE F/U CUST WITH STATUS OF TSB AND ESP ACTIVE

Data Element Name

Data Value

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

10-05-2012
17:00

Action: CREATE FOLLOW UP
Dealer: 03049 MUNDAY FORD
Odometer: 22000 MI
Analyst Name: ESTES,DEBORAH
Action Date: 10/02/2012
Comm Type: PHONE
Analyst: DESTES7
Action Time: 09.51.12.070
Action Data: Yes
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments OBC CUST - CUST STATES THAT THE PREM CARE 5/75 IS NOT CUTTING IT. CUST IS UPSET THAT HAD TO TAKE 1996 FORD. CUST STATES THE REAREND IS BEING JERKED AROUND AND DOING DAMAGE TO HIS VEH. CSM ADVISED PREM CARE IS NOW ACTIVE, CUST WANTED TO KNOW WHO IS GOING TO PAY FOR HIS ADD'LK GAS EXPENSES. FU TSB

Data Element Name

Data Value

DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

10-17-2012
18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03049 MUNDAY FORD
Odometer: 22000 MI
Analyst Name: ESTES,DEBORAH
Action Date: 10/09/2012
Comm Type: PHONE
Analyst: DESTES7
Action Time: 09.16.09.768
Action Data: No
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments IBC SM KEVIN AT MUNDAY - CUST CALLING REGARDING STATUS OF TSB, PER TECH SME DATE HAS MOVED FROM 10/17 TO 10/29. ADVISED SM EARLY NOVEMBER

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 03049 MUNDAY FORD

Odometer: 22000 MI

Analyst Name: ESTES,DEBORAH

Action Date: 10/09/2012

Comm Type: PHONE

Analyst: DESTES7

Action Time: 09.16.26.472 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments IBC SM KEVIN AT MUNDAY - CUST CALLING REGARDING STATUS OF TSB, PER TECH SME DATE HAS MOVED FROM 10/17 TO 10/29. ADVISED SM EARLY NOVEMBER

Action: CONCERN ADDRESSED

Dealer: 03049 MUNDAY FORD

Odometer: 22000 MI

Analyst Name: ESTES,DEBORAH

Action Date: 10/15/2012

Comm Type: PHONE

Analyst: DESTES7

Action Time: 09.13.10.334 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments CSM WILL CONTINUE TO KEEP DLR INFORMED OF TSB ISSUE.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	98
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ETXCF [REDACTED] Year: 2012 Model: F-SERIES Case: 624702642
Name: [REDACTED] Owner Status: Original WSD: 2012-03-12
Symptom Desc: LOSS OF POWER ACCELERATION HOT ENGINE Primary Phone: [REDACTED]
Reason Desc: RAV - OTHER Secondary Phone: [REDACTED]
Issue Type: 08 RAV Issue Status: CLOSED

Action: ESP PREMIUM CARE PLAN

Dealer: 03049 MUNDAY FORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 22000 MI

Comm Type: MAIL

Analyst Name:
DAUNT,CHRIS

Analyst: C-DAUNT

Action Date: 10/08/2012

Action Time:
20.00.23.640

Action Data: No

Comments ESP Contract Issued

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 1FTEW1ETXCF [REDACTED] Year: 2012 Model: F-SERIES Case: 624702642
Name: [REDACTED] Owner Status: Original WSD: 2012-03-12
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE

Dealer:

Origin Desc: TIER ONE - MELBOURNE

Odometer: 22000 MI

Comm Type: PHONE

Analyst Name: BROWN, ERNEST

Analyst: EBROW270

Action Date: 09/24/2012

Action Time: 11.24.25.000

Action Data: No

Comments = VIN 1FTEW1ETXCF [REDACTED] : [REDACTED] CORRECT [REDACTED] NO VOICEMAIL BUT CAN REACH CS AT ANYTIME = CS WAS CALLING ABOUT THE FOLLOW UP HE WAS SUPPOSE TO GET FROM FORD=MUNDAY FORD 1115 HIGHWAY 71 WESTBASTROP TX 78602(877) 398-2230=====CRC ADVISED CS=====SOMEBODY DID REACH OUT TO CS AT OBC CUST [REDACTED] FAX LINE - 2ND CONTACT ATTEMPT 9/24/2012 CS GAVE ME THE CORRECT NUMBER ADVISED CS THAT A FOLLOW UP WAS SCHEDULED FOR TODAY AND HE SAID HE WOULD BE WAITING BYE THE PHONE AND 'PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

Ford Confidential

Server: AWS QA
 Claims loaded through: 15-MAR-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-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
1FTFW1ETXCL [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	26-FEB-2012	12-MAR-2012	152732	USA	0	2C01	*	11002	*	*	*	V18	A88	33
AWS Claim Key:	<u>600852</u>	Doc #:	17048401	Trx Code:	2	Labor Hrs:	.5	Labor Cost:	45	Material Cost:	0	Total Cost:	45										
Dlr Cd-Sub Cd:	03049-*	Name:	MUNDAY FORD	Ph:	512-3033000	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	12-MAR-2012	DIST(Mile):	301								
Cust Comments:	C S VEH WONT START																						
Tech Comments:	VERIFIED CONCERN. INSPECTED ON SYSTEM. CHECKED OASIS ..OK. CHECKED BATTERY VOLTAGE. OK 12.01 VOLTS. DETECTED LOOSE CONNECTION AT STARTER CIRCUIT CDC25 BN GN. TIGHTENED CONN AND RETESTED..OK.. 1100DA																						
1FTFW1ETXCL [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	26-FEB-2012	12-MAR-2012	152732	USA	8	1F01	BL3Z	6K775	B	F04	S11	V52	D41	42
AWS Claim Key:	<u>2813819</u>	Doc #:	17602101	Trx Code:	S07	Labor Hrs:	.8	Labor Cost:	74.3	Material Cost:	187.52	Total Cost:	261.82										
Dlr Cd-Sub Cd:	03049-*	Name:	MUNDAY FORD	Ph:	512-3033000	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-2012	DIST(Mile):	26829								
Cust Comments:	C S ENG SEEMS TO JERK AND MISSFIRE. WORSE UNDER LOAD																						
Tech Comments:	VERIFY CUSTOMER CONCERN. CHECK OASIS, FOUND (TSB 12 6 4) WHICH SWITCHES TO (12 10 19) CHECK DTC. REPLACE CAC ASSY AND TRANSFER CAC SHEILD TO NEW PART. CLEAR CODES RETEST OK. 121019A .8 CODE 42 CAUS PART 6K775																						
1FTFW1ETXCL [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	26-FEB-2012	12-MAR-2012	152732	USA	8	7S06	*	12A581	*	F04	S11	V48	P59	B4
AWS Claim Key:	<u>2843390</u>	Doc #:	17602103	Trx Code:	S07	Labor Hrs:	1	Labor Cost:	92.88	Material Cost:	34.37	Total Cost:	127.25										
Dlr Cd-Sub Cd:	03049-*	Name:	MUNDAY FORD	Ph:	512-3033000	St:	TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-NOV-2012	DIST(Mile):	26829								
Cust Comments:	WRENCH LITE ON																						
Tech Comments:	VERIFY WRENCH LITE COMING ON. RETRIEVE CODES. FOUND TCBP SENSOR FAULT. VISUAL INSPECTION ON SYSTEM, PID MONITOR SENSOR. FOUND PIN 1 AND 3 WIRING CIRCUITS DAMAGE AT CONNECTOR C1140 WHICH IS CAUSING SENSOR FAULT AND WRENCH LITE TO COME ON. COMPLETE WIRING REPAIR. REMOVE AND REPLACE TCBP CONNECTOR ASSY. CLEAR CODES RETEST OK. 12650D .2 12650DX1 .1 14200A .4 14200A45 .3 CODE B4 CAUS PART 12A581																						

11TFW1ETXCF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 26- FEB- 12- MAR- 152732 USA 8 6Y20 * TAP1 * F09 SXX V99 A99 82
AWS Claim Key: 2902353 Doc #: 17602102 Trx Code: TAP1 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 210
Dir Cd-Sub Cd: 03049.* Name: MUNDAY FORD Ph: 512-3033000 St: TX Ctry Cd: USA Reg Cd: NA Repr Date:05-NOV-2012 DIST(Mile):26829
Tech Comments: PROVIDED TAP ASSISTANCE WHILE IN SHOP, 7 DAYS, HOTLINE 105826502. HAD WAIT ON ENGINEERING FOR FIX

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Download Options

Report Detail Section : [View Details](#)

Attachments: 0

Report# :	CH5DC021 NHL	Received:	08/31/2012
CCRG/EPRC:	.	Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ETXCF [REDACTED]	Build Date:	02/26/2012
Odometer :	20,133 M	Engine:	3.5L- GTDI
Transmission:	6R80E	Axle:	
Dealer:	USA 03049 Munday Ford	A/C:	YES
City:	Bastrop	State:	Texas
Originator:	JEFFREY REESE	Country :	USA
Symptom:	5 58 2 02 DRV PERF,ENGINE SURGE,ACCEL,ALWAYS		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	JERKING UP HILL		
Fix:	Causal Component :		
Condition Code:			

Hotliner: BGRAHA43

Phone: 313 248-8050

Regn Cd: C2 Houston

Engineering:

Phone:

TAR:

Dlr Contact: JEFFREY REESE

Phone: 512 303-3000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 08/31/2012 04:22PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUST CONCERN:VEH JERKS GOING UPHILL AT AROUND
60 TO 65 MPH. VERIFIED: BUCK/SURGE/MISFIRE? AT 1/4 TO 1/2 THROTTLE ON
INCLINE AROUND 60 TO 65 MPH. DIAGNOSTICS: SELF TESTS, MONITOR POWER
BALANCE DURING CONCERN = HAD RPM DROP RANDOMLY ON ALL CYLINDERS DURING
CONCERN PARTS REPLACED:PERFORMED TSB 12-6-4 (REPR PCM AND INSTALL
AIR DEFLECTOR ON CAC) TECH QUESTION:WHERE DO I GO FROM HERE?

RECOMM 08/31/2012 04:22PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
JEFFREY, IF THE MISFIRE CAN BE DUPLICATED, SUGGEST TO PERFORM NORMAL
MISFIRE DIAGNOSIS, SUCH AS SWAPPING SECONDARY IGNITION SYSTEM
COMPONENTS FROM A KNOWN GOOD CYLINDER TO SEE IF THE CONCERN FOLLOWS
THE SWAP. IF RANDOM MISFIRES ARE VERIFIED, SUGGEST TO TAKE A FUEL
SAMPLE AND CHECK FOR ANY TYPE OF CONTAMINATION. IF ANY CONCERN IS
VERIFIED WITH THE FUEL, SUGGEST TO EMPTY THE TANK COMPLETELY AND
REFILL WITH FRESH FUEL. IF THERE IS NO CONCERNS WITH THE FUEL,
SUGGEST TO INSPECT FOR WATER DROPLETS IN THE THROTTLE BODY. IF WATER
DROPLETS ARE VERIFIED, SUGGEST INSPECTING THE CAC FOR A MILKY
SUBSTANCE, (WATER/OIL). IF THIS IS VERIFIED, SUGGEST TO REMOVE THE CAC
AND EMPTY. RECOMMEND TO ALSO BLOW DRY THE CAC WITH SHOP AIR TO REMOVE
ANY ACCESS MOISTURE. REINSTALL THE CAC AND RETEST. ENGINEERING IS
IN THE PROCESS OF VALIDATING A FIX FOR MOISTURE BUILD UP IN THE CAC
WITH THE TSB ALREADY PERFORMED. A FIX IS SUSPECTED SHORTLY. PLEASE
CONTINUE TO MONITOR PTS FOR ANY UPDATES.

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: MVALLA
Report Summary
Server: FCWS686

Ford Proprietary, Private

20-Mar-2013
Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: _____

[File Report To This Folder](#)

[File Report To A Folder](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

Report Detail Section : [View Details](#)

[Attachments: 0](#)

Report# :	CJQBE012 NHL	Received:	10/17/2012
CCRG/EPRC:	.	Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ETXCF [REDACTED]	Build Date:	02/26/2012
Odometer :	25,217 M	Engine:	3.5L- GTDI
Transmission:	6R80E	Axle:	
Dealer:	USA 03049 Munday Ford	Calibration:	CF613C0A
City:	Bastrop	A/C:	YES
Originator:	OTIS THOMPSON	Phone#:	(512) 303- 3000
Symptom:	5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	INT. WRENCH LIGHT/ RUNS ROUGH		
Fix:	Causal Component :		
Condition Code:			

Hotliner: SMASSE16

Phone: 313 317-4491

Regn Cd: C2 Houston

Engineering:

Phone:

TAR:

Dir Contact: OTIS THOMPSON

Phone: 512 303-3000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 10/17/2012 01:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:WRENCH LIGHT CAME ON AND VEHICAL RAN ROUGH,
THE LITE WENT OFF AND NOW IT RUNS FINE. DIAGNOSTICS: EEC TEST.
VISUAL INSPECTION. CHECK OASIS. TSB 12-06-04 COMPLETE. PCM HAS LATEST
UPDATE INSTALL. MONITOR CATALYS SENORS AND BOTH BANKS LOOK NORMAL AT
IDLE. PARTS REPLACED:NONE TECH QUESTION:VEHICLE WILL MISS
INTERMITTENLY AT TIMES UNDER LOAD. TEST DROVE AND FOUND THE ENGINE TO
MISS ON DIFFERENT CYL EVERY TIME IT MISS. ON COLD START VEHICAL RAN
ROUGH AT IDLE AND POWER BALANCE SHOW CYL #4 TO SPIKE DOWN AT IDLE. I
LOAD TEST THE ENGINE AT IDLE WHILE WATCHING POWER BALANCE AND IT RAN
FINE NO RUNNING ROUGH. SWAP COIL FROM CYL #4 TO CYLINDER #1 AND NO
CHANGE AT IDLE. ONCE VEHICAL WARM UP IT RAN FINE AT IDLE ON ALL CYLS

RECOMM 10/17/2012 01:24PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
OTIS, RECOMMEND TO PERFORM THE HIGH AND LOW PRESSURE FUEL SYSTEM
TESTS TO VERIFY PROPER OPERATION OF THE FUEL DELIVERY SYSTEM. IF THE
FUEL TESTS PASS, PLEASE VERIFY THE QUALITY OF THE FUEL BEING USED.
TAKE A FUEL SAMPLE AND INSPECT FOR SIGNS OF CLOUDINESS, DEBRIS, OR
ABNORMAL ODOR. IF ANY FUEL CONCERNS ARE FOUND, PLEASE DRAIN, CLEAN,
AND DRY THE FUEL TANK. FILL THE TANK WITH FRESH FUEL AND RE-EVALUATE
THE CONCERN. IF THE FUEL IS OK, RECOMMEND TO MONITOR AND RECORD
ALL ENGINE RELATED PIDS DURING THE CONCERN. COMPARE YOUR RESULTS TO
SECTION 6 OF THE PC/ED. THIS WILL HELP DETERMINE WHICH COMPONENT OR
SYSTEM MAY BE CAUSING THIS CONCERN. IF NO CONCERNS ARE FOUND,
PLEASE INSPECT THE CAC, CAC TUBING, AND THROTTLE PLATE FOR SIGNS OF
WATER/WATER SPOTS (SOME MINOR CONDENSATION IS NORMAL). IF EXCESSIVE
SIGNS OF WATER/WATER SPOTS ARE FOUND, PLEASE NOTE THAT THIS CONCERN IS
CAUSED BY CONDENSATION BUILDING IN THE CAC. DUE TO THE EFFICIENCY OF

THE CHARGE AIR COOLER, THERE MAY BE SOME CONDITIONS WHERE SOME CONDENSATION BUILDS IN THE CAC, EVEN WITH THE CAC SHIELD IN PLACE. VERY WET OR EXTREMELY HUMID CONDITIONS MAY ENHANCE THIS CONCERN. ENGINEERING IS CURRENTLY VALIDATING FIX INFORMATION FOR THIS CONCERN. A RELEASE DATE FOR FIX INFORMATION HAS NOT YET BEEN DETERMINED.

ADD-ON 11/09/2012 01:12PM BRETT CASTLEBERRY(FS MSS - FCSD - REG - SOUTHWEST

I WAS AT DLR FOR ANOTHER MATTER AND DLR INQUIRED ABOUT THIS CASE. CCST DEB ESTES WAS PREPARING TO REQUEST MY HELP WITH THIS CASE AS WELL. WORKED WITH TECH TO FIND THAT THE ROOT CAUSE OF THE CURRENT ISSUE WAS AN INTERNALLY BROKEN WIRE (CKT RE150 GN/BU) AT THE BOOST PRESSURE SENSOR CONNECTOR (C1588). ALL CKTS AT THIS CONNECTOR APPEAR TO HAVE BEEN DAMAGED TO SOME EXTENT. DLR WAS ADVISED TO REPLACE THE CONNECTOR AND THEN RETEST THE VEHICLE POST REPAIR, THOROUGHLY TO ENSURE THAT THERE ARE NO RESIDUAL ISSUE. DLR TO CONTACT ME IF THERE ARE ANY FURTHER ISSUES. ****PLEASE TAR THIS REPORT IN THE EVENT THE DLR CALLS THE BACK.****

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: MVALLA
Report Summary
Server: ECCWS686

Ford Proprietary, Private

20-Mar-2013
Retention: None



BBB AUTO LINE

February 6, 2013

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

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [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 PROGRAM SUMMARY

Ford Motor Company – Texas

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 Texas; 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 title fees, original registration fees, and reasonable towing, rental, and other incidental 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). Ford will reimburse the customer for reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

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.



BBB AUTO LINE

January 23, 2013

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

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [REDACTED]

Dear Madam/Sir:

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

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

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

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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



ACCEPTANCE OR REJECTION OF DECISION

Date: 01/23/13

Case Number: FRD1234437

Customer: [REDACTED]

State: TX

Business: Ford Motor Company

Mfr-Info: 6700 TX 1FTFW1ETXCF [REDACTED]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

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

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

Date: _____

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



BBB AUTO LINE

January 23, 2013

[REDACTED] C/O ANDREW ROSS
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [REDACTED]

Dear [REDACTED] C/O Andrew Ross:

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 us 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.

You may either mail the form to:
4200 Wilson Blvd., Ste 800
Arlington, VA 22203
or
Fax it to 1.703.247.9700

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 if I may be of help to you, 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



Denial Decision

Submitted Date: 01/22/13

FRD1234437

VIN: 1FTFW1ETXCF [REDACTED]

Customer: [REDACTED] - Hearing Date: 01/17/13

Arbitrator: Donald Ayers

Question 1

The customer's request (listed below) is denied.

Repurchase/Replacement

CASE: FRD1234437
Arbitrator: Donald Ayers

Customer: [REDACTED]
Date: 01/22/13



Reasons for Decision

Submitted Date: 01/22/13

FRD1234437

VIN: 1FTFW1ETXCF [REDACTED]

Customer: [REDACTED] - Hearing Date: 01/17/13

Arbitrator: Donald Ayers

Question 1

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

Denial

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

1/21/13

Customer: [REDACTED]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FTFW1ETXCF [REDACTED]
End Number: FRD1234437

[REDACTED] has asked for a repurchase/replacement decision on a claim he has made against Ford Motor Company. His claim involves an engine/electrical issue with a Ford F-150 truck.

The customer, [REDACTED] is eligible to file this claim because the vehicle is a "light truck" purchased in "the name of an individual" from Bill Munday Ford, a Texas based Ford Dealer. In addition, the vehicle is currently registered in the state of Texas and "is normally operated in the United States."

Another requirement for eligibility involves the timeliness of the claim being filed. Ford Motor Company requires that all claims be "filed with BBB Auto Line within three years or 36,000 miles -whichever comes first- after the vehicle's warranty start date." [REDACTED] vehicle has a warranty start date of March 12, 2012. When the claim was filed the vehicle's current mileage was 31, 800. The claim, therefore, is considered to have been timely filed.

Ford Motor Company's Program Summary states that Eligible "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." [REDACTED] delivered the vehicle to Bill Munday Ford on three occasions, according to dated invoices. Invoices dated September 12, 2012, and November 13, 2012 indicate that Spurlock reported a "jerk/misfire/stutter" in the engine. This hesitation as reported by [REDACTED] seemed to be "worse under load." The issue was reported to occur during instances of acceleration and "going uphill".

An invoice dated October 26, 2012, shows [REDACTED] bringing the vehicle to Munday Ford with an issue of the "wrench light" being on. On this occasion, technicians were able to discover "engine miss on various cylinders". Technicians "swapped coil #4 to #1 with no change." The issue was reported to HOTLINE, and technician noted "awaiting further repair instructions from Ford."

For the initial request of repairs, invoice date September 12, 2012, technicians were unable to replicate the reported issue. However, a technician did attempt to "re-calibrate PCM, per service manager." The invoice also indicated that "Ford states a resolution for concern is being worked on and will be available through Oasis when released."

On November 13, 2012, technicians verified Spurlock's two complaints of "jerk/misfire" and "wrench light being on." On this occasion repair attempts were made to address both concerns. Technicians reported, for both issues, "retest OK".

However, according to [REDACTED] issues, although lessened, still exist, particularly, the "jerk/misfire/stutter". [REDACTED] then chose to seek a repurchase award through the BBB Auto Line Program.

Questions of claim eligibility have been met. [REDACTED] is eligible to file the claim. The age/mileage eligibility requirements of the vehicle have also been met. Whether the claim is an "eligible claim", based on whether a defect is present or not, is questionable. Without verification of a problem it is hard to determine if the problem would be covered by the warranty.

Once, and if, the problem becomes defined and determined to be one that is eligible for warranty coverage, a decision for repurchase/replacement could only be made if the claim met certain conditions. Of the three conditions, only one may have been met.

The condition requiring timely first reporting of any issue was not met. For this condition to be satisfied the issue has to be reported within eighteen months or 18,000 miles after the vehicle's warranty start date. Documentation shows that the first reporting of the problem occurred on September 12, 2012 with the mileage of the vehicle at 21, 113.

An additional condition involves whether or not the issue presents a substantial loss of value, use, and/or safety. If a problem of hesitation and/or acceleration (re: jerk/misfire/stutter) was verified, it would be considered a substantial loss of safety. Proper acceleration impacts the manageability of a vehicle. Obviously, drivability is important to safety. Any loss of value would also depend on verification of a defect.

As a way to decide this condition, one can look at the mileage accrued since the repair attempts. At the time of the last attempt, the mileage was 26, 829. At the time of the inspection the mileage was 35, 608. Between November 13, 2012 and January 17, 2013, the vehicle had been driven 8,779 miles. It is reasonable to assume that if a person felt unsafe, less travel/use would occur. With little evidence of loss of use and safety, and the overall good condition of the vehicle, it is doubtful that any substantial loss of value could be substantiated.

In addition, a test drive of the vehicle was performed. During the inspection and test drive, [REDACTED] was present. He explained that the jerk/misfire/stutter still occurred, "but not as badly as before" and not as often. He offered that when it occurred, it usually occurred as "you reached sixty miles an hour or so", and sometimes "as you accelerate uphill".

The inspection showed the interior and exterior of the vehicle to be in very good shape, and no after market additions, or such, were found. The vehicle was driven for almost twenty minutes. During the drive the vehicle was taken through a business area and a highway. Speeds varied from stop to 65 miles per hour. Acceleration from 20 miles an hour to 60 miles per hour was attempted no less than three times. A cruising speed of 60-65 miles per hour was maintained for a short duration. In this drive of the vehicle, the reported issue was not replicated at a level of any concern. In essence, no problem was found, substantial or otherwise.

Lastly, the third condition is the only one that may have been met. It is arguable that [REDACTED] reported an issue at least four times, a requirement set forth in the Program Summary. There are only three invoices. However, hand written notes on the third invoice indicate that during the time indicated on the invoice, the vehicle may have been picked up and brought back. Repair attempts, however small, were

made each time. The vehicle was also was not "out of service" for thirty or more days.

Since, arguably, the eligibility of the claim can be questioned based on the lack of verification of a defect. And since the vehicle failed to meet the conditions that allow for a decision of repurchase/replacement, Spurlock request is denied.

Question 2

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

Question 3

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

23

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:

35608

CASE: FRD1234437
Arbitrator: Donald Ayers

Customer: [REDACTED]
Date: 01/22/13



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: FRD1234437 Date of Hearing: 01/17/13
Consumer and Attorney (if any): [REDACTED] c/o Andrew Ross
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)

Inspection Report

FRD1234437

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

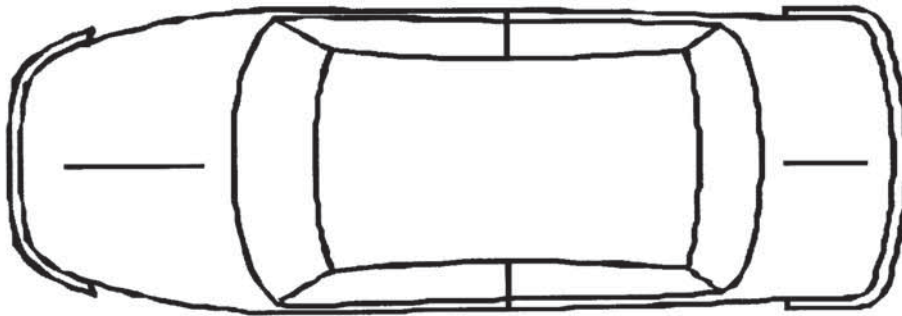
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

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

MANUFACTURER RESPONSE FORM

Case Number: FRD1234437
Customer Name: [REDACTED]
VIN: 1FTFW1ETXCF [REDACTED]

Start Date: 12/20/12
State: IL
Probable Hearing Location: Austin

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

SETTLEMENT INFORMATION

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

Has this offer been communicated to the customer? YES NO

If you checked YES, please indicate the customer's response below:

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

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

ARBITRATION INFORMATION

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

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

Please indicate the decision you request the arbitrator to render:

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

I will participate By phone In person In writing

Return this form as soon as possible

To: _____ Completed by: _____ Date: ____/____/____

BBB AUTO LINE Future contact: _____

Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

January 9, 2013

[REDACTED] EW ROSS
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [REDACTED]

Dear [REDACTED] C/O Andrew Ross:

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

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



MANUFACTURER RESPONSE FORM

Will participate - In Writing By Phone

Case Number: FRD1234437 / 0624702642

Customer Name: [REDACTED] c/o Krohn & Moss

State: Texas

VIN: 1F1FW1ETXCF [REDACTED]

Warranty Start Date: 3-12-2012

Vehicle year/model: 2012 F150

Current milcage: 31,800 miles

Purchased: New Used (mileage and date of purchase) Leased (Terms)
This claim is: IN BTB Warranty IN Diesel Warranty IN Powertrain Warranty
 Out of All Warranties
Extended Service Plan: NO YES 60 month /75,000 mile Premium Care ESP

SETTLEMENT INFORMATION

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

The placement of a 3 year / 45,000 mile Limited Maintenance Plan that would cover oil and filter change, tire rotation and multi-point inspection. The plan starts at the date of acceptance and carries no deductible.

Please indicate the customer's response below:

- The customer rejected the offer on: 1-08-2013
- The customer has not indicated a response to the offer.

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

- Engine
- Electrical

MANUFACTURER'S POSITION:

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

The requirements of the BBB Program Summary Guidelines state that each of the following three bullet points be satisfied in some way in order for the vehicle to qualify for the drastic step of replacement or repurchase. The arbitrator may award a repurchase or replacement *only* if the arbitrator finds that the claim meets the following conditions:

[Faint, illegible text]

• 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.

According to the Customer's Claim Form (CCF) the first repair took place at 31,800 miles, well outside the 18,000 mile limit of the first bulleted point listed above. Additionally, the issue is considered to have been resolved by Ford Field Service Engineer Brent Castleberry (see attached). The largest issue seems to have been the fact that there was another issue with this engine configuration that of water accumulating in the Charge Air Cooler, which would be drawn into the engine when the vehicle was accelerated aggressively after haven been driven for some time, that mimicked the issues our customer was experiencing. That issue was under investigation, as our customer was informed. When the solution for the CAC issue did not repair the issue, the FSE advised the dealership of a solution, which was applied, and which resolved the concern. The days out of service stand at 20 days-short of the requirement for repurchase or replacement under the BBB Auto Line Program Summary guidelines.

Ford would also argue whether the issue has presented a substantial use of the vehicle to the reasonable consumer. The average use of a light truck in the U.S. according to the Environmental Protection Agency (EPA) is estimated at 1,200 miles per month. [REDACTED] F150 has averaged 3,533 miles per month in the nine month period between purchase, on 3-12-2012 and the filing of the BBB claim on 12-20-2012. Ford does not feel that our customer has been denied reasonable use. The issue does not keep the vehicle from being used or prevent it from being used as designed, as shown by the current level of use alone. If there was a safety issue to the level requiring the drastic step of repurchase, Ford feels that the level of use would be far less that it is.

Given that all three of the bulleted points above need to be met to warrant a repurchase or replacement, and in Ford's opinion, none of them have been, Ford would ask for a denial in this case.

DOCUMENTATION PROVIDED

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

List amount of any over allowance /negative equity: \$ 1,500 Rebate

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

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

Date: 01-08-2013

FSE
COST/Estimate

Instructions for Completing the BBB AUTO LINE Dealer Report and Dealership Repair History Summary

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application?

Yes. I was at dealer to meet the service personnel for the first time. I was asked to assist the tech in repairing the vehicle at the behest of CCST Deb Estes and dealer service manager Tony Hand. Deb was planning to submit a request for my involvement. I did inspect the vehicle and determine root cause for the customer issue at the time. I communicated to the technician how to properly repair the wiring issue found to correct the concern. This occurred on 11/09/12.

2. Does this vehicle have commercial lettering or decals on it?

There were no signs of commercial use noted on 11/09/12.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories?

There were no modifications noted on 11/09/12.

4. Does this vehicle show signs of abuse or lack of maintenance?

While I did not fully inspect the vehicle on 11/09/12, I remember the vehicle was very dirty and that it had the appearance that it had been a long time since it had been washed.

5. Has the Technical Hotline been contacted?

Yes. GCQIS report number CJOBE01.

6. Has a Ford Market or CRC employee (Customer Care Solutions Specialist, Zone Manager, FSL, or District Manager) been involved?

Yes. Deb Estes. Refer to CuDI case number 624702642.

7. Does the Dealership believe the customer's concern(s) is resolved? *Unknown. However the dealer and technical hotline were both instructed to inform me in the event the vehicle returned with a similar issue. I have had no contact regarding this vehicle between 11/09/12 and when this request was submitted. At the time I assisted the tech with the diagnosis, we found a fault and verified that it was the cause of the customer's concern. The nature of the concern was such that the repair prescribed by me was comprehensive, leaving little possibility of a reoccurrence of the customer's concern. Part of the reason why this concern went unresolved for multiple visits is because of the similarity of this vehicle's symptoms with a known issue (Charge Air Cooler condensation accumulation) for which the resolution was being developed at the time. The customer was told that the correction is coming by the dealer, the dealer was advised that the correction was coming by the technical hotline. Since the dealer was under the impression that correction wasn't possible until the corrective measure was made available to them, they didn't pursue any further diagnostics.*

Did the dealership have an opportunity to resolve the customer's concern(s)? *Yes, and to my knowledge they did.*

If no, is(are) the customer's concern(s) normal operating characteristic(s)?

8. Was the customer offered a loaner or other courtesy transportation during service? *I believe that he was but there was an issue because he demanded a vehicle that could tow his boat.*

9. How many total days has the vehicle been out of service for Ford warranty concerns at your dealership? *Unknown*

10. What additional actions, if any, have been taken to assist with the customer's concerns?

Unknown

11. Did the customer ask for AWA assistance? If yes, what were financial assistance request, dealer/Zone Manager offer and final decision? Customer accept offer? *Y/N Unknown*

Please Note:

- It is very important to complete and return the dealer report prior at your earliest convenience. The dealer report is one of the most important documents the Dispute Resolution Specialist or Arbitrator uses to make their decision. **Please complete and return within 5 days of receipt.**
- When completing the "Dealership Repair History Summary", summarize only those concerns that are listed on the customer's application. Please be thorough in your description of "action taken." Use only one box per repair. Duplicate and attach additional sheets if necessary.

Claims List Report

2 WARRANTY VISITS

Server: AWS Prod
 Claims loaded through: 21-DEC-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 24-DEC-12

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

No Start

*Keaja
 changed*

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
1F1FW1ETXCF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	FEB-2012	MAR-2012	152732	USA	0	2C01 *	11002 *	F03	S09	V17	A88	33	
AWS Claim Key:		<u>600852</u>	Doc #: 17048401		Trx Code: 2		Labor Hrs: .5		Labor Cost: 45		Material Cost: 0		Total Cost: 45										
Dir Cd-Sub Cd:		03049-* Name: MUNDAY FORD		Ph: 512-3033000		St: TX		Ctry Cd: USA		Reg Cd: NA		Repr Date: 12-MAR-2012		DIST (Mile): 301									
Cust Comments:		C S VEH WONT START																					
Tech Comments:		VERIFIED CONCERN. INSPECTED ON SYSTEM. CHECKED OASIS ..OK. CHECKED BATTERY VOLTAGE. OK 12.01 VOLTS. DETECTED LOOSE CONNECTION AT STARTER CIRCUIT CDC25 BN GN. TIGHTENED CONN AND RETESTED..OK.. 1160DA																					

1

*JRK
 1.5.12*

*Design
 12*

1F1FW1ETXCF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	FEB-2012	MAR-2012	152732	USA	8	IF01	BL3Z	6K775	B	F04	S11	V52	D41	42
AWS Claim Key:		<u>2813819</u>	Doc #: 17602101		Trx Code: S07		Labor Hrs: .8		Labor Cost: 74.3		Material Cost: 187.52		Total Cost: 261.82											
Dir Cd-Sub Cd:		03049-* Name: MUNDAY FORD		Ph: 512-3033000		St: TX		Ctry Cd: USA		Reg Cd: NA		Repr Date: 05-NOV-2012		DIST (Mile): 26829										
Cust Comments:		C S ENG SEEMS TO JERK AND MISSFIRE, WORSE UNDER LOAD																						
Tech Comments:		VERIFY CUSTOMER CONCERN. CHECK OASIS, FOUND (TSB 12 6 4) WHICH SWITCHES TO (12 10 19) CHECK DTC. REPLACE CAC ASSY AND TRANSFER CAC SHIELD TO NEW PART. CLEAR CODES RETEST OK. 121019A. 8 CODE 42 CAUS PART 6K775																						

1F1FW1ETXCF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	FEB-2012	MAR-2012	152732	USA	8	7S06 *	12A581 *	F04	S11	V48	P59	B4
AWS Claim Key:		<u>2817390</u>	Doc #: 17602103		Trx Code: S07		Labor Hrs: 1		Labor Cost: 92.88		Material Cost: 34.37		Total Cost: 127.25									
Dir Cd-Sub Cd:		03049-* Name: MUNDAY FORD		Ph: 512-3033000		St: TX		Ctry Cd: USA		Reg Cd: NA		Repr Date: 05-NOV-2012		DIST (Mile): 26829								
Cust Comments:		WRENCH LITE ON																				

TCBP
3/20/12

Tech Comments:

VERIFY WRENCH LITE COMING ON. RETRIEVE CODES. FOUND TCBP SENSOR FAULT. VISUAL INSPECTION ON SYSTEM, PID MONITOR SENSOR. FOUND PIN 1 AND 3 WIRING CIRCUITS DAMAGE AT CONNECTOR C1140 WHICH IS CAUSING SENSOR FAULT AND WRENCH LITE TO COME ON. COMPLETE WIRING REPAIR, REMOVE AND REPLACE TCBP CONNECTOR ASSY. CLEAR CODES RETEST OK. 12650D .2 12650DX1 .1 14200A .4 14200A45 .3 CODE B4 CAUS PART I2A581

IFH WIE EXCH █████ F6 T/F6 F T/BC U/AM T/E AF T/C3 U/KW FEB- 26- 12- MAR- 12- 152732 USA 8 6Y20 * TAPI * F09 SXX V99 A99 82
2012 2012

RENTAL

AWS Claim Key: 2902355 Doc #: 17602102 Trx Code: TAPI Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 210

Dir Cd-Sub Cd: 05049-* Name: MUNDAY FORD Ph: 512-3032000 St: TX Ctry: USA Reg Cd: NA Repr Date: 05-NOV-2012 DIST (Mile): 26829

Tech Comments: PROVIDED TAP ASSISTANCE WHILE IN SHOP, 7 DAYS, HOILINE 105826502, HAD WAIT ON ENGINEERING FOR FIX

②

Comments:

Any comments? You can contact



webmaster

From: Barker, John
Sent: Monday, January 07, 2013 8:43 AM
To: BBB and Robert Gray 'rgray72@ford.com'
Subject: [REDACTED] v. Ford Motor Company

Mr. Gray, I have relayed to my client, Ford's offer for a maintenance package (attached) and my client respectfully rejects the offer. My client demands a repurchase wherein Ford takes the vehicle back and refunds my client all of his money, pays off the bank plus payment of his attorneys' fees.

Thanks,

John D. Barker*
Attorney
Krohn & Moss, Ltd
10474 Santa Monica Blvd.
Suite 401

Los Angeles, CA 90025

(323) 988-2400 Ext. 252

(866) 431-5575 (fax)

E-mail: jbarker@consumerlawcenter.com

Web: www.krohnandmoss.com

*Licensed in California, Illinois, Indiana, and Texas

*Federally licensed in the Central, Eastern, and Southern Districts of California, Northern and Southern District Courts of Indiana



BBB AUTO LINE

January 3, 2013

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

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [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

January 3, 2013

[REDACTED] C/O ANDREW ROSS
CHICAGO IL [REDACTED]

Re: FRD1234437 Spurlock vs Ford Motor Corporation 1FTFW1ETXCF [REDACTED]

Dear [REDACTED] C/O Andrew Ross:

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

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

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

Date: 01/03/13

Case Number: FRD1234437

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr Info: 6700 TX 1FTFW1ETXCF [REDACTED]

Arbitrators: Mr. Donald Ayers

Inspection Date, Time, Place: 01/17/13 10:00 a.m. CST
BBB serving Central, Coastal, Southwest Texas and the Permian Basin
1005 La Posada Drive
Austin, TX787520000

Hearing Site Phone: (512) 445-2808

AUTOLINE Director Phone: (512) 206-2826 Fax : (512) 445-2096

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



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/20/2012

Case Number: FRD1234437

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 TX 1FTFW1ETXCF [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:

- * Engine
- * Electrical

The parties have come to agreement on the following:
N/A

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

Consumer : Repurchase
Manufacturer : Denial

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



Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

01-02-2013

FRD1234437 / 0624702642
1FTFW1ETXCF [REDACTED]

[REDACTED] c/o Krohn & Moss
Specialist Edith Newton
Ford DRS Bob Gray

Ford feels that the vehicle does not meet the BBB Auto Line Program Summary guidelines for our customer's request of repurchase.

However, Ford does appreciate the loyalty shown in [REDACTED] utilizing the BBB Auto Line Program rather than simply taking his transportation needs elsewhere, as we know is always an option.

As a sign of goodwill, Ford would like to offer the following to settle the BBB Auto Line case and assure [REDACTED] that Ford values him as a customer and part of the Ford "family";

The placement of a 3 year / 45,000 mile Limited Maintenance Plan that would cover oil and filter change, tire rotation and multi-point inspection. The plan starts at the date of acceptance and carries no deductible.

Thank you for your consideration.

Ford Motor Company ®

Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

rgray72@ford.com | www.ford.com

office: 866-567-6518 x77244

fax: 866-433-7972





Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

01-02-2013

FRD1234437 / 0624702642
1FTFW1ETXCH [REDACTED]

[REDACTED] c/o Krohn & Moss
Specialist Edith Newton
Ford DRS Bob Gray

Ford feels that the vehicle does not meet the BBB Auto Line Program Summary guidelines for our customer's request of repurchase.

However, Ford does appreciate the loyalty shown in [REDACTED] utilizing the BBB Auto Line Program rather than simply taking his transportation needs elsewhere, as we know is always an option.

As a sign of goodwill, ford would like to offer the following to settle the BBB Auto Line case and assure [REDACTED] that Ford values him as a customer and part of the Ford "family";

The placement of a 3 year / 45,000 mile Limited Maintenance Plan that would cover oil and filter change, tire rotation and multi-point inspection. The plan starts at the date of acceptance and carries no deductible.

Thank you for your consideration.

Ford Motor Company ®

Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

rgray72@ford.com | www.ford.com

office: 866-567-6518 x77244

fax: 866-433-7972



Location of Better Business Bureau	
_____	Name of building (if any)
1005 La Posada Drive, Austin, TX	Bureau Address and City
(512) 445-2638	Bureau Phone Number (Emergencies Only)



DIRECTIONS

If you are traveling North on IH 35
Take exit 238A
Turn right on La Posada Drive (the road after Pappadeaux Restaurant)
1005 La Posada is .2 miles on the right

If you are traveling South on IH 35
Take exit 238B-A
Then take exit 238A
Make a u-turn left under IH 35 to get on the North IH 35 access road
Turn right on La Posada Drive (the road after Pappadeaux Restaurant)
1005 La Posada is .2 miles on the right

**BBB AUTO LINE
Customer Claim Form**

Case number: FRD1234437
Contact Date: 12/19/12
Start Date: 12/20/12

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 Andrew Ross		
Mailing address: [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: (866) 309-9458	E-mail address: bwallace@consumerlawcenter.com	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: F-150 Truck	Year: 2012	Current mileage: 31800
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Same, , TX			
Primary Servicing dealer/city/state: MUNDAY FORD,			
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: 03/12/12		Mileage at purchase/lease:	
First repair attempt date: 09/10/12		First repair attempt mileage: 21113	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Transmission type:		Date of accident:	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
Description of damage:			

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

Vehicle Repurchase plus \$2,500 for inconvenience and \$2,500 for loss of use.

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

VEHICLE IDENTIFICATION NUMBER 1FTFW1ETXCF [REDACTED]
Lienholder/Leasing Company _____ Phone Number _____
Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

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

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

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

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

**BBB AUTO LINE
 3033 Wilson Blvd., Suite 600
 Arlington VA, 22201
 Fax: 703-247-9700**
Page 2



BBB AUTO LINE

December 20, 2012
Re: W-C2 FRD1234437: [REDACTED] vs Ford Motor Corporation
1FTFW1ETXCF [REDACTED]

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

Dear Andrew Ross:

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

December 20, 2012

[REDACTED] C/O ANDREW ROSS
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [REDACTED]

Dear [REDACTED] C/O Andrew Ross:

We have received your documents and your claim has been opened. Please review the enclosed brochure *How BBB AUTO LINE Works*. This booklet explains the BBB AUTO LINE program and contains the rules that will be followed in arbitration.

It will help us to resolve your dispute if we have all of the available information about your case. Please send us a copy of the following with your case number referenced at the top:

- No further documentation is required at this time
- Your signed *Customer Claim Form*

PLEASE NOTE: Your case will not be arbitrated unless we receive a *Customer Claim Form* signed by the customer or signed by the attorney and accompanied by proof of the customer's authorization of representation. If we have not received this form within 10 days from the date of this letter, this case will be closed.

- Repair orders relating to your complaint
- Your current registration
- Your bill of sale (purchase contract)
- Your lease agreement
- Other: _____

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

Sincerely,

Edith Newton (Ext. 512)



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/20/2012

Case Number: FRD1234437

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 TX 1FTFW1ETXCF [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:

- * Engine
- * Electrical

The parties have come to agreement on the following:
N/A

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

Consumer : Repurchase
Manufacturer : Denial

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



BBB AUTO LINE

December 20, 2012

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

Re: FRD1234437 [REDACTED] vs Ford Motor Corporation 1FTFW1ETXCF [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

Umanzor, Maury

From: Hyatt, Chris <chyatt@consumerlawcenter.com>
Sent: Tuesday, December 18, 2012 3:45 PM
To: ILDept Fax
Cc: Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna
Subject: 17032479700
Attachments: arb packet - [REDACTED].pdf

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

December 18, 2012

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

WRITAL
FRD1234437

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 TX 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 Andrew Ross, 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: 31,800
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Munday Ford, Bastrop TX			
Primary Servicing dealer/city/state: Munday Ford, Bastrop TX			
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: March 12, 2012		Mileage at purchase/lease: 114	
First repair attempt date: September 10, 2012		First repair attempt mileage: 21,113	
How often is the vehicle used for business purposes (percentage): 100 %		Number of vehicles owned or leased by the business: 1	
		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: 1FTFW1ETXCF [REDACTED] / Vehicle Repurchase plus \$2,500 for inconvenience and \$2,500 for loss of use.

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

VEHICLE IDENTIFICATION NUMBER	
Lienholder/Leasing Company: Fifth Third Bank	Phone Number: 1-800-972-3030
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?
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: _____

Signature of Titled Owner(s)  Date 12-16-12

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
09/10/12-09/12/12	21,113	While pulling boat eng stutters, same as history on going up hill. C/s fuel mileage at 12 MPG	Engine
10/16/12-10/26/12	25,217	Wrench light came on ran rough, went off before arrival	Engine
11/05/12-11/13/12	26,829	Engine seems to jerk and missfire. Worse under load	Engine
		Wrench light on	Electrical

ADDRESS: 1707TH 86	ADDRESS: 1707TH 86
CITY: [REDACTED]	CITY: [REDACTED]
STATE: TX	STATE: TX
ZIP: 78662	ZIP: 78602
PHONE: (512) 303-3000	PHONE: (512) 303-3000

CO-BUYER: N/A
 ADDRESS: N/A
 CITY: N/A STATE: N/A ZIP: N/A
 PHONE: N/A

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.
PROMISE TO PAY: The credit price is shown before the Total Sales Price. The Cash Price is also shown before the Total Sales Price. You choose to purchase the vehicle hereon according to the terms of this contract. You agree to pay the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

VEHICLE IDENTIFICATION					USE FOR WHICH PURCHASED
YEAR: 2012	MAKE: FORD	MODEL: F-150	VEHICLE IDENTIFICATION NUMBER: 1FTFW1E7XCF [REDACTED]	<input type="checkbox"/> NEW <input type="checkbox"/> REDEMPTION <input type="checkbox"/> FACTORY <input type="checkbox"/> OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	PERSONAL, FAMILY, OR HOUSEHOLD UNLESS OTHERWISE INDICATED BELOW. One or more of the boxes below is checked. Chapter 359 of the Texas Finance Code applies to this Contract. <input type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL

Trade-in: Make **FORD** Model **F250**
 Year **2011** VIN **1FT7W28T98E [REDACTED]** License No. **N/A**

FEDERAL TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE: 4.90%	FINANCE CHARGE: \$ 4829.05	Amount Financed: \$ 30450.95	Total Payments: \$ 35280.00	Total Sale Price: \$ 53917.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 490.00	Monthly beginning 04/26/2012

Late Charge: If we do not receive your entire payment within 15 days after it is due (15 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.
Prepayment: If you pay all that you owe early, you will not have to pay a penalty.
Security Interest: We will have a security interest in the vehicle being purchased.
Additional Information: See the document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including any accessories, services, taxes, N/A)	\$ N/A
SALES TAX \$ 628.29	N/A
N/A	\$ N/A and N/A
	\$ N/A
2. Total Down Payment (if any) (other "0" and see Line 4A below)	\$ 0.00
Gross Trade-in	\$ 0.00
- Pay Off Made By Seller FORD MOTOR CREDIT	\$ 20800.00
= Net Trade In	\$ 15900.00
+ Cash	\$ 1237.00
+ Mfrs. Rebate	\$ 1500.00
+ Other (describe) N/A	\$ N/A
Total Down Payment	\$ 18637.00 (2)
3. Unpaid Balance of Cash Price (Line 1)	\$ 30450.95 (3)
4. Other Charges (including amounts paid to others on your behalf (Seller may keep part of these amounts):	
A. Net trade-in payoff to	\$ N/A
B. Cost of Optional Credit Insurance (Premium, Insurance Company or Company)	
Life	\$ N/A
Disability	\$ N/A

PROPERTY INSURANCE: You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.
 If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

Optional Credit
Life and Credit Disability Insurance
 Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

Credit Life, one buyer \$ N/A Term N/A
 Credit Life, both buyers \$ N/A Term N/A
 Credit Disability, one buyer \$ N/A Term N/A
 Credit Disability, both buyers \$ N/A Term N/A

N/A (Insurance Company)
 N/A (Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or the number of payments.
 If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

X N/A N/A
 Buyer's Signature Date
 X N/A N/A
 Co-Buyer's Signature Date

F Dealer's Inventory Tax (if Not Included in Cash Price)	\$ 94.90
G Sales Tax (if Not Included in Cash Price)	\$ N/A
H Other Taxes (if Not Included in Cash Price)	\$ N/A
I Government License and/or Registration Fees	\$ 56.75
J Government Certificate of Title Fees	\$ 33.00
K Government Vehicle Inspection Fees	\$ 23.75
L Dealer Service Fee Paid to Dealer	\$ N/A
M Documentary Fee (Cargo Document)	\$ 198.55

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

to State	for Plate Transfer Fee	
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A
to N/A	for N/A	\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 486.95
5. Amount Financed (3+4)	\$ 30450.95 (5)

Coverage	Months	Premium or Fee
GAP	N/A	<input checked="" type="checkbox"/> \$ N/A
N/A	N/A	<input type="checkbox"/> \$ N/A
N/A	N/A	<input checked="" type="checkbox"/> \$ N/A
Debt Cancellation Agreement	N/A	\$ N/A

(Insurance Company)
N/A
(Home Office Address)
If this vehicle is determined to be a total loss, GAP insurance will pay the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.
WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract. If the period stated in the debt cancellation agreement, whichever period ends later.
If the box next to a premium for an insurance coverage included above is marked that premium is not fixed or provided by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.
For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.
N/A
Buyer's signature: N/A
Date: N/A
Co-Buyer's signature: N/A
Date: N/A

LIABILITY INSURANCE. THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CONSUMER CREDIT COMMISSIONER NOTICE

about this account, call (800) 642-1800. This contract is subject in whole or in part to a consumer law enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78706-4207, (800) 538-1575, www.consumercredit.com, and can be contacted relative to any inquiries or complaints.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer: [Signature] Co-Buyer: N/A

See back for other important agreements.

CONSUMER WARNING: Notice to the buyer—Do not sign this contract before you read it or if it contains any blank spaces, you are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Sign: [Signature] Date: 03/12/12
Co-Buyer Sign: X N/A Date: N/A
Other owner signs here: X N/A Date: N/A
Address: N/A
By: X Date: 03/12/12 Title: N/A

Seller assigns its interest in this contract to: **FIFTH THIRD BANK**

owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT WE GAVE IT TO YOU AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Signs [Redacted] Date 03/12/12 Co-Buyer Signs N/A

Co-Buyers and Other [Redacted] Date N/A
does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here N/A Date N/A Address N/A

Seller Name: **WALMART FORD** Date: 03/12/12 By Title N/A

Seller assigns its interest in this contract to: **FIEZH THIRD BANK**

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller **MINDY BOSS** By _____ Title _____

BASTROP TX 78602

DEAL# 55078 CUST# 35891

USED DEMO MANAGER

Buyer: [Redacted]
Address: [Redacted]
City: RED ROCK State: TX Zip: [Redacted]
Home Ph: [Redacted] Work Ph # [Redacted]
Cell Ph # [Redacted] E-mail: no e-mail

Year 2012 Date 03/12/2012
Make & Model FORD TRUCK F-150 SERIES
Body Style SUPERCREW 4X Color WHT PLAT M
Lic. No. [Redacted] Mileage 114
Serial No. 1E1EK1ETXCP [Redacted]

DISCLAIMER OF WARRANTIES

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

Sale Price 48052.70

Buyer's Order Arbitration Clause

The undersigned buyer agrees that all claims, controversies and disputes with the seller of the vehicle described herein regarding purchase, lease or other acquisition will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration shall be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned buyer waives all claims or right to seek exemplary or punitive damages. The undersigned buyer waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of the undersigned buyer's failure or alleged failure to complete any aspect of the purchase, lease or other acquisition of the described vehicle.

The Dealer's inventory tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on the consumer by the government, and is not required to be charged by the dealer to the consumer.

As Equipped	48052.70
Dealer's Inventory Tax	84.90
State Sales Tax	628.29
State Insp, Lic. & Title Fees	123.50
Documentary Fee	198.56
TOTAL	49087.95

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

TRADE-IN INFORMATION

Used Car Allowance

36500.00

UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE

Balance Owed

20600.00

Payoff to: FORD MOTOR CREDIT PO BOX 790119

EQUITY

15900.00

Address: ST LOUIS MO 63179

Phone (800) 727-7000

REBATE

1500.00

Yr. 2011 Make FORD

Model F250

Color WHITE

Body

Serial No.

CASH ON DELIV.

1237.00

1FT7H2BT98E8 [Redacted]

Total Down Pay

10637.00

Lic. No.

State

Yr.

Net Unpaid Bal. on Vehicle

30450.95

I understand and agree to the terms of this order, whether on the front or the reverse side. This order and the addendum to the Retail Buyer's Order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. ALL OF THE PROVISIONS ON THE REVERSE SIDE HEREOF AND ON THE ADDENDUM TO RETAIL BUYER'S ORDER ARE A PART OF THIS AGREEMENT.

Purchaser's Signature [Redacted]

Date 03/12/2012

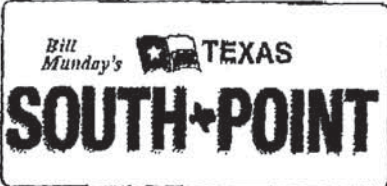
Seller's Signature [Redacted]

Co-Signer Signature [Redacted]

Date 03/12/2012

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

The Reynolds and Reynolds Company 800254 0 0000



Richard Sp

ATT
PDA

1115 HWY 71 WEST BASTROP, TEXAS 78602
Ext 281 (512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 09/12/12	INVOICE NO. EOCS174548
	LABOR RATE	LICENSE NO. 21,113	COLOR WHT PLAT ME	STOCK NO. CEB02165
	YEAR/MAKE/MODEL 12/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/12/12	DELIVERY MILES 114	
RED ROCK, TX	VEHICLE I.D. NO. E T E W 1 E T X C E	SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	R.U. DATE 09/10/12		
	BUSINESS PHONE	COMMENTS		

LABOR & PARTS

JOB # 1 TOTAL LABOR & PARTS 0.00

C/S WHILE PULLING BOAT ENG STUTTERS. SHAE AS HISTORY ON GOING UP HILL. C/S FUEL MILEAGE AT 12 MPG
TECH UNABLE TO DUPLICATE CONCERN WITHIN 3 TEST DRIVES. ATTEMPTED TO RECALIBRATE PCM AS PER SERVICE MANAGER. LATEST CALIBRATION INSTALLED. FORD HAS NO NEW UPDATES FOR CONCERN AT THIS TIME ON OASIS. FORD STATES A RESOLUTION FOR CONCERN IS BEING WORKED ON AND WILL BE AVAILABLE THROUGH OASIS WHEN RELEASED.

Q.C. REPORT CARD COMPLETE
COMPLETED QUALITY CARE REPORT CARD. INSPECTION PLEASE REVIEW WITH ADVISOR. THANK YOU.

JOB # 2 TOTAL LABOR & PARTS 0.00

BATTERY GREEN
"Checked and OK"
Vehicle Report Card Complete

JOB # 3 TOTAL LABOR & PARTS 0.00

BRAKES GREEN
"Checked and OK"
Vehicle Report Card Complete

JOB # 4 TOTAL LABOR & PARTS 0.00

TIRES GREEN
"Checked and OK"
Vehicle Report Card Complete

NO: 21131

REPAIR ORDER ARBITRATION CLAUSE
In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all rights to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's liens or a repossession to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

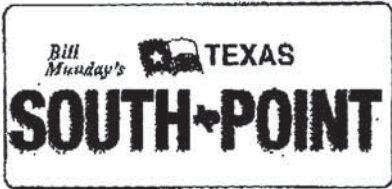
STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither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

TERMS - STRICTLY CASH
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 thereto.

NOTICE PURSUANT §70.001, Texas Property Code.
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.009, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	INTERNAL
JOB # 1	94667	655206606	09/11/12	RENTAL	INTERNAL
TOTAL - SUBLET					0.00



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 09/12/12	INVOICE NO. FOCS174548
[REDACTED]	LICENS. NO.	RELEASE 21,113	COLOR WH PLAT ME	STOCK NO. CFB02165
RED ROCK, TX	YEAR/MAKE/MODEL 12/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/12/12	DELIVERY MILES 114	PRODUCTION DATE
[REDACTED]	VEHICLE ID NO. 1FTFW1ETXCF	SELLING DEALER NO.	R.O. DATE 09/10/12	
[REDACTED]	BUSINESS PHONE	COMMENTS		

MO: 21131

TOTALS.....

 * NEXT RECOMMENDED SERVICE;
 * 09/17/2012 / 22235 MI. 20F0Z07 ROTATE TIRES.

MUNDAY FORD SERVICE DEPARTMENT THANKS YOU FOR YOUR BUSINESS.

WE APPRECIATE YOUR DEDICATION TO LOCAL BUSINESSES.
 IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" WITH
 YOUR VISIT WITH US TODAY PLEASE CONTACT TONY HAND PARTS
 AND SERVICE DIRECTOR AT 512-303-3000 EXT 217.

BE SURE TO CONSULT WITH YOUR ADVISOR ON RECOMMENDATIONS FOR
 YOUR FUTURE REPAIRS AND MAINTAINCE, AND TO REVIEW YOUR
 VEHICLE REPORT CARD.

THANK YOU FOR YOUR BUSINESS.
 TONY HAND PARTS AND SERVICE DIRECTOR
 CORY WILLIAMS PARTS MANAGER
 JENE DOLD BODY SHOP MANAGER

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

REPAIR ORDER ARBITRATION CLAUSE
 In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of endorsement of mechanic's lien or a judgment to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

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

TERMS: STRICTLY CASH
 I hereby authorize the repair work herein/ter 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 therein.

X

NOTICE TO PURSUANT 670.001, Texas Property Code.
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, 99.609 IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X
 SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 179	INVOICE DATE 09/12/12	INVOICE NO. FOCS174548
	LABOR RATE	LICENSE NO. 2143	COLOR WHITE PLAT ME	STOCK NO.
	YEAR/MAKE/MODEL 12/FORD TRUCK/E-150 SERIES/SUPERCREW	MILEAGE 21,113	DELIVERY DATE 03/12/12	DELIVERY BILLS CER02165
RED ROCK, TX	VEHICLE ID NO. 1ETFW1ETXCF	SELLING DEALER NO.	PRODUCTION DATE 114	
	R.T.M. NO.	R.O. DATE 09/10/12		
BUSINESS PHONE	COMMENTS			

NO: 21131

LABOR & PARTS
C/S WHILE PULLING BOAT ENG SHUTTERS. SAME AS HISTORY ON GOING UP HILL. C/S FUEL MILEAGE AT 12 MPG. TECH UNABLE TO DUPLICATE CONCERN WITHIN 3 TEST DRIVES. ATTEMPTED TO RECALIBRATE PCM AS PER SERVICE MANAGER. LATEST CALIBRATION INSTALLED. FORD HAS NO NEW UPDATES FOR CONCERN AT THIS TIME ON OASIS. FORD STATES A RESOLUTION FOR CONCERN IS BEING WORKED ON AND WILL BE AVAILABLE THROUGH OASIS WHEN RELEASED.

JOB # 1 TOTAL LABOR & PARTS 0.00

Q.C. REPORT CARD COMPLETE
COMPLETED QUALITY CARE REPORT CARD INSPECTION PLEASE REVIEW WITH ADVISOR - THANK YOU

JOB # 2 TOTAL LABOR & PARTS 0.00

"Checked and OK"
Vehicle Report Card Complete

JOB # 3 TOTAL LABOR & PARTS 0.00

"Checked and OK"
Vehicle Report Card Complete

JOB # 4 TOTAL LABOR & PARTS 0.00

"Checked and OK"
Vehicle Report Card Complete

JOB # 5 TOTAL LABOR & PARTS 0.00

SUBLET PO# VENDOR INV# INV DATE DESCRIPTION
JOB # 1 94667 6552D6606 09/11/12 RENTAL

TOTAL - SUBLET INTERNAL 0.00

REPAIR ORDER ARBITRATION CLAUSE
In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversy and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein, will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's liens or a sequestration to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

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

TERMS: STRICTLY CASH
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 thereto.

NOTICE TO PURSUANT §70.001, Texas Property Code.
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.009. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 179	INVOICE DATE 09/12/12	INVOICE NO. FOCS174548
[REDACTED]	LABOR RATE	LICENSE NO. 2143	COLOR 21, 113 WHT PLAT ME	STOCK NO. CFR02165
[REDACTED]	YEAR / MAKE / MODEL 12 / FORD TRUCK / F-150 SERIES / SUPERCREW	MILEAGE	DELIVERY DATE 03/12/12	DELIVERY MILES 114
RED ROCK, TX	VEHICLE I.D. NO. 1 F T F W 1 E T X C F		SELLING ORDER NO.	PRODUCTION DATE
[REDACTED]	R.T.E. NO.	P.L. NO.	R.O. DATE 09/10/12	
BUSINESS PHONE	COMMENTS			

Mo: 21131

TOTALS.....

* NEXT RECOMMENDED SERVICE: *
* 09/17/2012 / 22235 MI: 20FOZ07 ROTATE TIRES *

MUNDAY FORD SERVICE DEPARTMENT THANKS YOU FOR YOUR BUSINESS.

WE APPRECIATE YOUR DEDICATION TO LOCAL BUSINESSES.
IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" WITH
YOUR VISIT WITH US TODAY PLEASE CONTACT TONY HAND PARTS
AND SERVICE DIRECTOR AT 512-303-3000 EXT. 217.

BE SURE TO CONSULT WITH YOUR ADVISOR ON RECOMMENDATIONS FOR
YOUR FUTURE REPAIRS AND MAINTAINANCE, AND TO REVIEW YOUR
VEHICLE REPORT CARD.

THANK YOU FOR YOUR BUSINESS
TONY HAND .. PARTS AND SERVICE DIRECTOR
CORY WILLIAMS .. PARTS MANAGER
JENE DOLD .. BODY SHOP MANAGER

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

REPAIR ORDER ARBITRATION CLAUSE

In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair, or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's liens or a sequestration to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

STATEMENT OF DISCLAIMER

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

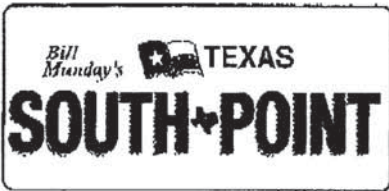
TERMS: STRICTLY CASH

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 specified on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X _____

NOTICE TO PURSUANT §70.001, Texas Property Code.
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.800, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 10/26/12	INVOICE NO. F0C5175496
LABOR RATE	LICENSE NO.	MILEAGE 25,217	COLOR WHIT PLAT ME	STOCK NO.
YEAR / MAKE / MODEL 12 / FORD TRUCK / F-150 SERIES / SUPERCREW	DELIVERY DATE 03/12/12	DELIVERY MILES 114	SELLING DEALER NO.	PRODUCTION DATE
VEHICLE I.D. NO. 1 E T E W 1 E T X C F	R.O. DATE 10/16/12			
BUSINESS PHONE	COMMENTS			

LABOR & PARTS	TECH(S)	WARRANTY
C/S WRENCH LIGHT CAME ON RAN ROUGH WENT OFF BEFORE ARRIVAL TECH VERIFIED CONCERN. FOUND ENG MISS ON VARIOUS CYLINDERS. SWAPPED COIL #4 TO #1 WITH NO CHANGE. AWAITING FURTHER REPAIR INSTRUCTIONS FROM FORD. HOTLINE PPW ATTACHED.	TECH(S) 3005	WARRANTY
JOB # 1 TOTAL LABOR & PARTS		0.00
Q.C. REPORT CARD COMPLETE COMPLETED QUALITY CARE REPORT CARD INSPECTION PLEASE REVIEW WITH ADVISOR . THANK YOU	TECH(S) 3005	INTERNAL
JOB # 2 TOTAL LABOR & PARTS		0.00
"Checked and OK" Vehicle Report Card Complete	TECH(S) 3005	INTERNAL
JOB # 3 TOTAL LABOR & PARTS		0.00
"Checked and OK" Vehicle Report Card Complete	TECH(S) 3005	INTERNAL
JOB # 4 TOTAL LABOR & PARTS		0.00
"Checked and OK" Vehicle Report Card Complete	TECH(S) 3005	INTERNAL
JOB # 5 TOTAL LABOR & PARTS		0.00
SUBLET PO# VEND INV# INV. DATE DESCRIPTION		
JOB # 1 95136 65520613 10/18/12 RENTAL		
TOTAL - SUBLET		0.00

REPAIR ORDER-ARBITRATION CLAUSE
In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to conclusively resolve the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed, and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's liens or a sequestration to recover possession of a vehicle or a proceeding to compel a check that is returned or not paid.

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

TERMS: STRICTLY CASH
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 thereon.

X

NOTICE TO PURSUANT §70.001, Texas Property Code. I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X

SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT



1115 HWY 71 WEST BASTROP, TEXAS 78602
 (512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 09/12/12	INVOICE NO. FOCS174548
	LABOR RATE	LICENSE NO.	COLOR 21, 113 WHI PLAT ME	STOCK NO. CEHQ2165
	YEAR / MAKE / MODEL 12/FORD TRUCK/F-150 SERIES/SUPERCREW	MILEAGE	DELIVERY DATE 03/12/12	DELIVERY MILES 114
RED ROCK, TX	VEHICLE I.D. NO. 1FTFW1ETXCF		SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	R.O. DATE 09/10/12	
	BUSINESS PHONE	COMMENTS		

MO: 21131

TOTALS.....

 * NEXT RECOMMENDED SERVICE: *
 * 09/17/2012 / 22235 MI: 20FOZ07 ROTATE TIRES *

MUNDAY FORD SERVICE DEPARTMENT THANKS YOU FOR YOUR BUSINESS.

WE APPRECIATE YOUR DEDICATION TO LOCAL BUSINESSES.
 IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" WITH
 YOUR VISIT WITH US TODAY PLEASE CONTACT TONY HAND PARTS
 AND SERVICE DIRECTOR AT 512-303-3000 EXT. 217.

BE SURE TO CONSULT WITH YOUR ADVISOR ON RECOMMENDATIONS FOR
 YOUR FUTURE REPAIRS AND MAINTAINANCE, AND TO REVIEW YOUR
 VEHICLE REPORT CARD.

THANK YOU FOR YOUR BUSINESS
 TONY HAND ** PARTS AND SERVICE DIRECTOR
 CORY WILLIAMS *** PARTS MANAGER
 JENE DOLD ** BODY SHOP MANAGER

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

REPAIR ORDER ARBITRATION CLAUSE
 In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair, or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's lien or a sequestration to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

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

TERMS: STRICTLY CASH
 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 thereto.

NOTICE TO PURSUANT §70.001, Texas Property Code.
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.600. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN, OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

Took job
Mon 5th

got Bank To go with 6

Took Bank 8th - 12th
They keep it

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 11/13/12	INVOICE NO. FE5176021
	LICENSE NO. 2143	MILEAGE 416	COLOR WHITE	FLOOR PLAN CDR2165
	YEAR / MAKE / MODEL 12 / FORD TRUCK / F-150 SERIES / SUPERCREW	DELEVER DATE 03/17/12	DELEVER MILES 114	
RED ROCK, TX	VEHICLE ID NO. 1FTFW1ETXC	SELLER PERCENTAGE	PRODUCTION DATE	
	R.O. DATE 11/05/12			

LABOR & PARTS
 C/S ENG SEEMS TO JERK AND MISSFIRE, WORSE UNDER LOAD.
 VERIFY CUSTOMER CONCERN. CHECK OASIS. FOUND (TSB X2-6-4)
 WHICH SWITCHES TO (12-10-19) CHECK DTC: REPLACE CAC ASSY
 AND TRANSFER CAC SHIELD TO NEW PART. CLEAR CODES RETEST OK.
 121019A .8-CODE 42-CAUS/PART 6K775

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	BL37-6K775-B	INTERG 643378			0.00
JOB # 1 TOTAL PARTS						0.00
JOB # 1 TOTAL LABOR & PARTS						0.00

INTERNAL
 Q.C. REPORT CARD
 COMPLETE
 COMPLETED QUALITY CARE REPORT CARD INSPECTION PLEASE REVIEW
 WITH ADVISOR & THANK YOU!

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

LABOR & PARTS
 WRENCH LITE ON
 VERIFY WRENCH LITE COMING ON. RETRIEVE CODES. FOUND TCBP
 SENSOR FAULT. VISUAL INSPECTION ON SYSTEM. PID MONITOR
 SENSOR. FOUND PIN 1 AND 3 WIRING CIRCUITS DAMAGE AT
 CONNECTOR C1140 WHICH IS CAUSING SENSOR FAULT AND WRENCH
 LITE TO COME ON. COMPLETE WIRING REPAIR. REMOVE AND
 REPLACE TCBP CONNECTOR ASSY. CLEAR CODES RETEST OK.
 12650D .2-12650DX1 .1-14200A .4-14200A45 .3-CODE B4-
 CAUS/PART 12A581

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 3	2	W711281-S300	PIN: T 635512			0.00
JOB # 3	1	302Z-14S411-SPB	WIRE AS 524631			0.00
JOB # 3 TOTAL PARTS						0.00
JOB # 3 TOTAL LABOR & PARTS						0.00

INTERNAL
 Checked and OK
 Vehicle Report Card
 Complete

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS						0.00
JOB # 4 TOTAL LABOR & PARTS						0.00

INTERNAL
 Checked and OK

REPAIR ORDER ARBITRATION CLAUSE
 In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforceable. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's lien or a sequestration to recover possession of a vehicle or a proceeding to compel to check title returned or not paid.

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

TERMS, STRICTLY CASH
 I hereby authorize the repair work hereafter set forth to be done along with the necessary material and agree that you are not responsible for loss of 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 repair charges.

X

NOTICE TO PURSUANT §70.001, Texas Property Code:
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.800. IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X
 SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 2143	INVOICE DATE 10/26/12	INVOICE NO. F0CS175496
LABOR RATE	LICENSE NO.	MILEAGE 25,217	COLOR WHT PLAT ME	STOCK NO. CFB02165
YEAR / MAKE / MODEL 12 / FORD TRUCK / F-150 SERIES / SUPERCREW	VEHICLE I.D. NO. 1FTFW1ETXCF	DELIVERY DATE 03/12/12	DELIVERY MILES 114	PRODUCTION DATE
RED ROCK, TX	R.T.E. NO.	SELLING DEALER NO.	R.O. DATE 10/16/12	
BUSINESS PHONE	COMMENTS			

MO: 25217

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 10/23/2012 / 26202 MI 20FOZ SCHEDULED MAINT 3K *

MANDAY FORD SERVICE DEPARTMENT THANKS YOU FOR YOUR BUSINESS.

WE APPRECIATE YOUR DEDICATION TO LOCAL BUSINESSES.
IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" WITH
YOUR VISIT WITH US TODAY PLEASE CONTACT TONY HAND PARTS
AND SERVICE DIRECTOR AT 512-303-3000 EXT 217.

BE SURE TO CONSULT WITH YOUR ADVISOR ON RECOMMENDATIONS FOR
YOUR FUTURE REPAIRS AND MAINTAINCE AND TO REVIEW YOUR
VEHICLE REPORT CARD.

THANK YOU FOR YOUR BUSINESS
TONY HAND -- PARTS AND SERVICE DIRECTOR
CORDY WILLIAMS -- PARTS MANAGER
JENE DOLD -- BODY SHOP MANAGER

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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

REPAIR ORDER ARBITRATION CLAUSE
In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of sequestration of mechanic's liens or a sequestration to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

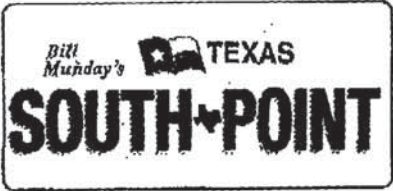
STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/item. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither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

TERMS: STRICTLY CASH
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that I am 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 thereto.

X

NOTICE TO PURSUANT §70.001, Texas Property Code.
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED, BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT



1115 HWY 71 WEST BASTROP, TEXAS 78602
(512) 303-3000

CUSTOMER NO. 02165	ADVISOR KEVIN MCGARY	TAG NO. 416	INVOICE DATE 11/13/12	INVOICE NO. 76621
	LABOR RATE 2143	LEASAGE 26,829	ORDER NO. WHT PLAT ME	ORDER NO. CD02165
	YEAR / MAKE / MODEL 12 / FORD TRUCK / F-150 SERIES / SUPERCREW		DELIVERY DATE 03/12/12	PRODUCTION DATE 114
RED ROCK, TX	VEHICLE ID NO. ETFW1ETXC		SECOND DELIVERY 11/05/12	
	COMMENTS			

Vehicle Report Card Complete

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 5 TOTAL PARTS 0.00					
JOB # 5 TOTAL LABOR & PARTS 0.00					

Checked and OK
Vehicle Report Card Complete

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 6 TOTAL PARTS 0.00					
JOB # 6 TOTAL LABOR & PARTS 0.00					

SUBJECT	PO#	VEND	INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	95375	6592D6616	11/12/12	RENTAL		0.00
TOTAL - SUBLET						0.00

* NEXT RECOMMENDED SERVICE *
* 11/26/2012 / 29829 MI 20FOZ SCHEDULED MAINT 3K *

MONDAY FORD SERVICE DEPARTMENT THANKS YOU FOR YOUR BUSINESS.

WE APPRECIATE YOUR DEDICATION TO LOCAL BUSINESSES.
IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" WITH YOUR VISIT WITH US TODAY PLEASE CONTACT TONY HAND PARTS AND SERVICE DIRECTOR AT 512-303-3000 EXT 217.

BE SURE TO CONSULT WITH YOUR ADVISOR ON RECOMMENDATIONS FOR YOUR FUTURE REPAIRS AND MAINTAINANCE, AND TO REVIEW YOUR VEHICLE REPORT CARD.

THANK YOU FOR YOUR BUSINESS
TONY HAND PARTS AND SERVICE DIRECTOR
CORY WILLIAMS PARTS MANAGER
JENE DOLD BODY SHOP MANAGER

REPAIR ORDER ARBITRATION CLAUSES

In consideration of your agreeing to repair or attempt to repair the vehicle described in this authorization, the undersigned agrees that all claims, controversies and disputes regarding repair, attempted repair or failure to properly repair the vehicle described herein will be conclusively resolved by arbitration to be conducted by the American Arbitration Association and pursuant to the Federal Arbitration Act. Any arbitration will be conducted by one arbitrator chosen pursuant to the procedures of the American Arbitration Association. The undersigned waives all claims or right to seek exemplary or punitive damages. The undersigned waives all rights to file a class action lawsuit or class arbitration or to participate in either as a claimant. The arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. If any portion of this arbitration paragraph is unenforceable, it is severed, and the remaining provisions shall be enforced. Notwithstanding the foregoing, arbitration shall not apply in the event of enforcement of mechanic's liens or a sequestration to recover possession of a vehicle or a proceeding to collect on a check that is returned or not paid.

STATEMENT OF DISCLAIMER

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

TERMS: STRICTLY CASH

I hereby authorize the repair work originator 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 thereto.

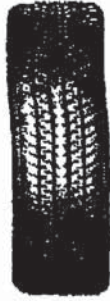
X

NOTICE TO PURSUANT 67D.001, Texas Property Code. I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, 69.809, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X

SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

CUSTOMER SIGNATURE



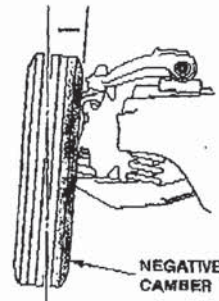
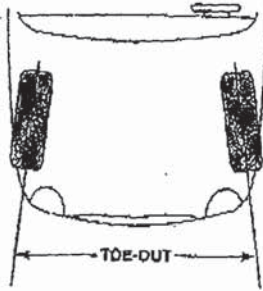
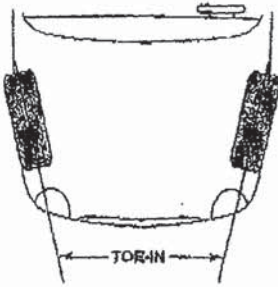
TOE WEAR

"Feathered" tread wear pattern suggests that tires are turned in or out too far. Signals need for alignment. May be caused by worn shocks/struts.

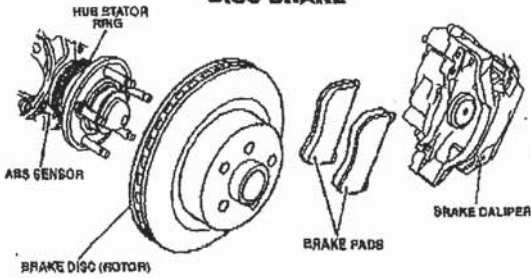


CAMBER WEAR

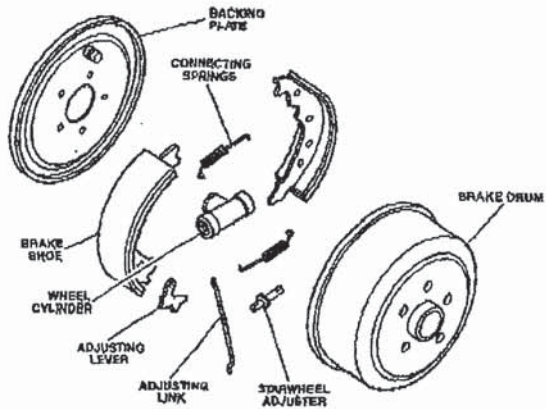
Exaggerated wear on inner or outer edge of tire indicates that tires are tilted in or out too far (from vertical). Signals need for alignment. May be caused by worn shocks/struts.



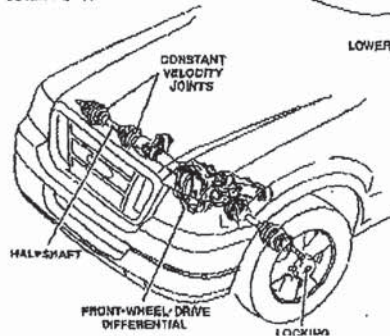
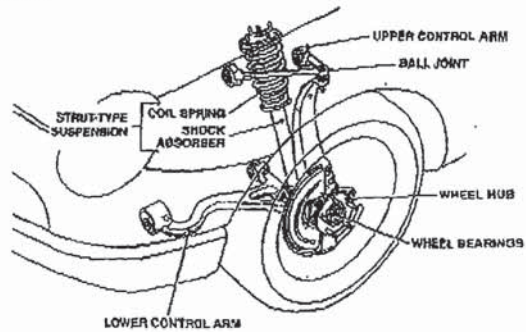
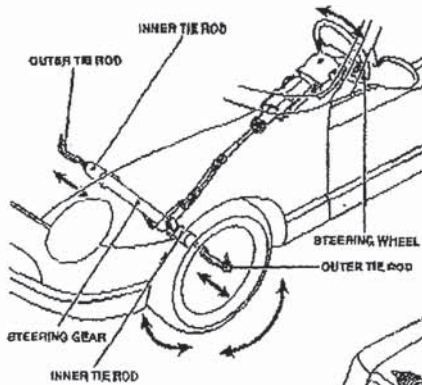
DISC BRAKE



DRUM BRAKE



SUSPENSION



Krohn & Moss, Ltd.

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

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866) 289-0898
Writer's Direct E-Mail
amos@oan-stm-cta-lawcenter.com
www.krohnandmoss.com

Licensed to Practice only in:
Texas

November 30, 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 F-150
VIN: 1FTFW1ETXCF [REDACTED]
Our File No.: T1201312X

Dear Sir or Madam:

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

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

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are defects present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defects include, but are not limited to:

1. Defective engine as evidenced by the intermittent illumination of the wrench light, jerking, misfiring and stuttering when towing; and
2. 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 listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects, 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 her 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 her the opportunity or permit her 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 in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

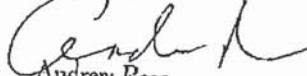
If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, 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.

November 30, 2012

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,



Andrew Ross
Attorney at Law

AR/ml



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA



CIVIL DIVISION

Plaintiff,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Brian Synan

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET


PLAINTIFF

VS.

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____ - _____ - _____

HEARING DATE: _____

Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Ave, Pittsburgh, PA 15219
TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on _____, 20____, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about May 29, 2011, Plaintiff purchased a new 2011 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFW1ETXB [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$48,020.04. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal leak in transmission, harsh shift, rough idle, vehicle hesitates at low speeds, defective engine and horn. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Day Ford, Inc., Monroeville, PA, is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about May 29, 2011, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists:
or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

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

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

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

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

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

- (vii). Representing that goods or services are of a particular standard, quality or grade. or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

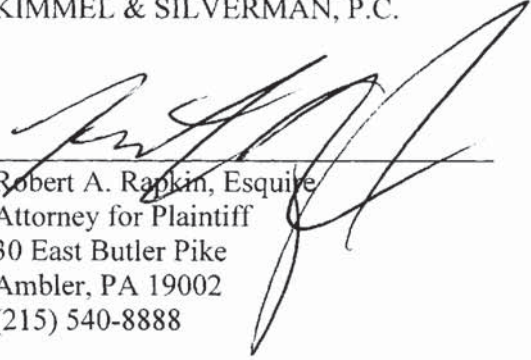
53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars (\$25,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

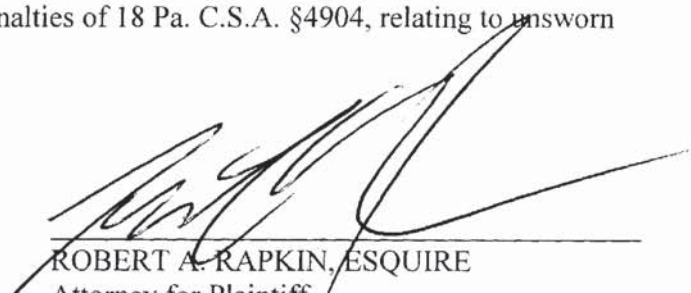
KIMMEL & SILVERMAN, P.C.

By: _____


Robert A. Rapkin, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

V E R I F I C A T I O N

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

AUG 29 2011

Invoice #: [REDACTED]

Tag #: T087



3596 William Penn Highway
Monroeville, PA 15146
(412) 856-0600 (412) 241-2411
FAX (412) 856-8728



MURRYSVILLE, PA [REDACTED]

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

EMAIL: [REDACTED] HOME [REDACTED]

Customer #: [REDACTED]

Service Advisor: 8748 PAT SAND

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SILVER	11	FORD F150	1FTFW1ETXBK [REDACTED]		2702	2703			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
28MAY11			17:00 29AUG11		0.00	CASH	29AUG11	09:22 29AUG11	17:00 29AUG11

OPTIONS: STK:FL62006 DLR:074108

Service Department Hours

Monday - Thursday

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

Friday

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

Saturday

9:00 a.m. to 5:00 p.m.

No Appointment Necessary

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	TRANSMISSION FLUID IS LEAKING AND HAS A HARSH SHIFT UP AND DOWN					
		PLEASE ADVISE					
		OP ORDER PARTS					
		395 ISP 0.00					(N/C)
		VERIFIED FLUID LEAK FROM TRANS (PARTS ORDERED AS PER T.S.B 11-8-4)					
		CUST WILL RESCHEDULE FOR 9-12-11 AND RENTAL IS RESERVED)					

B	C/S	VEHICLE HAS A ROUGH IDLE , AND IS HESITANT AT LOW SPEEDS					
		NL NO LABOR					
		3448 ISP 0.00					(N/C)
		THIS CONCERN WILL BE READDRESSED ON 9-12-11					

C	NO COST	VISUAL INSPECTION. STATE INSPECTION DUE					
		Q99P NO COST VISUAL INSPECTION. STATE INSPECTION DUE					
		3448 ISP 0.00					(N/C)

D	THE WORKS (GAS ENGINE)						
	WRKS THE WORKS (GAS ENGINE)						
		3448 CPO 0.60					
		1 FL*500*SB12 FILTER ASY - OIL			9.82	9.82	9.82
		6 XO*5W30*BSP BULK OIL			3.41	3.41	20.46
		PERFORM THE WORKS (OIL & FILTER CHANGE, ROTATE TIRES/CHECK					
		BRAKES, TOP OFF FLUIDS & CHECK FILTERS) BRAKE SPECS FRONT-14/B REAR-14/B					
		TIRES-11/32)					



Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

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

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 thereto.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

LABOR AMOUNT	9.67
PARTS AMOUNT	30.28
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.50
TOTAL CHARGES	42.45
ADJUSTMENTS	0.00
SALES TAX	2.98
PLEASE PAY THIS AMOUNT	45.43

CUSTOMER COPY

Page 1 of 1

THANK YOU!

MURRYSVILLE, PA

HOME

EMAIL:

CONT:N/A

CELL:

HOME

Invoice #

Tag #: T429

Customer #

Service

Advisor: 8748 PAT SAND



3696 William Penn Highway
Monroeville, PA 15146
(412) 856-0600 (412) 242-9900
FAX (412) 856-8728

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SILVER	11	FORD F150	1FTFW1ETXBK		3273	3274			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
28MAY11			17:00 12SEP11		0.00	CASH	20SEP11	08:01 12SEP11	10:07 20SEP11

OPTIONS: STK:FL62006 DLR:074108

Service Department Hours

Monday - Thursday

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

Friday

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

Saturday

9:00 a.m. to 5:00 p.m.

**No Appointment
Necessary**

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C					CUST STATES THAT THE VEHICLE HAS A ROUGH IDLE & AND IS HESITANT AT LOW SPEEDS (CK AND ADVISE) NOT SURE IF THIS IS RELATED TO CONCERN ON LINE B		
10				INSPECT AND RECALIBRATE PCM			(N/C)
				395 ISP 0.00			
				CHECK FOR ROUGH IDLE & IS HESITANT AT LOW SPEEDS (PERFORM P.C.M UPDATE TO CURRENT LEVEL)			
D				RENTAL EXPENSE (E/PRISE)			
				CAUSE: LOANER LOANER CAR			
				9999 WESP 0.00			(N/C)
				RENTAL EXPENSE WHILE TRUCK WAS IN FOR REPAIRS (E/PRISE)			



Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

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

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 thereto.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

DESCRIPTION	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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
PLEASE PAY THIS AMOUNT		0.00

PE13-018-001744LC

MURRYSVILLE, PA
 HOME: [REDACTED] CONT: N/A
 EMAIL: [REDACTED] HOME

NOV 18 2011

CELL: VISCALL

Invoice #: [REDACTED]

Tag #: T229

Customer #: [REDACTED]

Service Advisor: 8293 STEVE DOYLE



3696 William Penn Highway
 Monroeville, PA 15146
 (412) 856-0600 (412) 242-9900
 FAX (412) 856-8728

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
SILVER	11	FORD F150	1FTFW1ETXBK [REDACTED]		5610	5610			
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
28MAY11			WAIT 16NOV11		0.00	VISA	16NOV11	10:25 16NOV11	11:17 16NOV11

OPTIONS: STK:FL62006 DLR:07410&

Service Department Hours

Monday - Thursday
 8:00 a.m. to 8:00 p.m.

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

Saturday
 9:00 a.m. to 5:00 p.m.

No Appointment Necessary

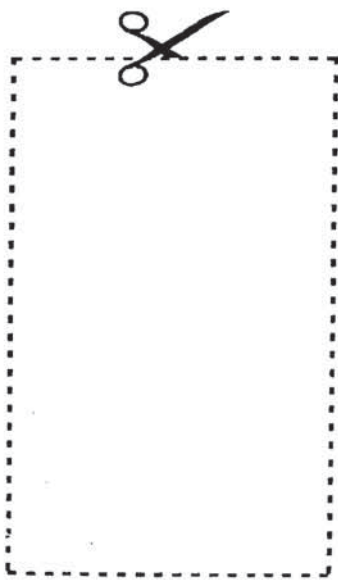
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	THE WORKS - NO ROTATION						
	WRKS THE WORKS (GAS ENGINE)						
		8207	CPO	0.50		21.47	21.47
		8207	INXO	0.10			(N/C)
1	FL*500*SB12		FILTER ASY - OIL				
					8.15	8.15	8.15
							(N/C)
6	XO*5W20*BSP		SYNTHETIC BLEND				
					2.83	2.83	16.98
							(N/C)
SPLIT FOR THIS OPERATION 83/17 LABOR AND PARTS							
CHANGED ENGINE OIL & FILTER, PERFORMED MULTI-POINT INSPECTION, 4							
WHEEL BRAKE INSPECTION & TIRE ROTATION. RESET TIRE PRESSURE & TOPPED							
OFF FLUIDS. BRAKE SPECS: FRT 9/32, REAR 8/32, TIRES 9/32 (ALL)							

B	CUSTOMER SAYS: CHECK FOR TRANS LEAKS (HASN'T SEEN ANY BUT WANTS TO BE CERTAIN)						
	MISC CK TRANS FOR LEAKS - NONE FOUND						
		8207	ISP	0.00			(N/C)
	CHECKED VEHICLE FOR FLUID LEAKS - NONE FOUND AT THIS TIME.						

C	FREE MULTI-POINT INSPECTION						
	Q99P N/C VISUAL INSP - STATE DUE 5/12						
		8207	ISP	0.00			(N/C)
	GTIRE TIRES CHECKED AND OK						(N/C)
		8207	ISP	0.00			(N/C)
	GBK BRAKES CHECKED AND OK						(N/C)
		8207	ISP	0.00			(N/C)
	GBATT BATTERY CHECKED AND OK AT THIS TIME						(N/C)
		8207	ISP	0.00			(N/C)

- told them it still shifted rough and hesitated/shudders @ certain speeds

switched dealership after this



Not Responsible for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft or any other cause beyond our control. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repair thereto.

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, 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.

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 repair thereto.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

DESCRIPTION	LABOR AMOUNT	21.47
	PARTS AMOUNT	25.13
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	2.50
	TOTAL CHARGES	49.10
	ADJUSTMENTS	0.00
	SALES TAX	3.44
	PLEASE PAY THIS AMOUNT	52.54

Customer Number: [REDACTED] Invoice No: [REDACTED]

Bud Small Lincoln-Mercury Mazda Kia

INVOICE
DUPLICATE 1



P.O. Box 1200
5110 Route 30 East
Greensburg, PA 15601
724-837-4210 - 800-521-3325
smailauto.com

MURRYSVILLE, PA
Home: [REDACTED] Bus: [REDACTED]
Email: [REDACTED]

Cell: [REDACTED] Page 1 of 1

SERVICE ADVISOR: 3298 R EDWARD REYNOLDS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	11	FORD F-150	1FTFW1ETXBK [REDACTED]		7501 / 7608		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09			17:00 06JAN12		95.00	CASH	12JAN12
R.O. OPENED	READY	OPTIONS: ENG:3.5_Liter_GTDI					
08:37 06JAN12	12:59 12JAN12						

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

A HESITATION/MISS UNDER THE FOLLOWING CONDITIONS-55MPH, GEAR 6 RPM
1400-1600, UNDER LOAD OCCURS IN OR OUT OF CRUISE

CAUSE: 24
24 ENGINE - DRIVABILITY
3636 W (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

ROAD TEST WITH THE CUSTOMER. RUN DIAGNOSIS. NO CODES, SSM'S OR TSB'S FOR CONCERN. CONTACT THE FORD HOTLINE MISFIRES UPHILL AND WASTEGATE FLUCTUATIONS ARE CURRENTLY UNDER INVESTIGATION BY ENGINEERING. WANTED GROUND G105 CHECKED FOR LOOSENESS. FOUND WASN'T TIGHT ENOUGH AND RESIDUE ON CONNECTOR. CLEAN AND TORQUE. G105 IS THE GROUND FOR THE BANK 2 IGNITION COILS. FUEL PRESSURE IS GOOD. PROGRAM THE PCM AND DRIVE. OK. WILL NEED TO LEARN CUSTOMERS DRIVING HABITS. WILL TAKE A FEW DAYS.. WORKING AS DESIGNED AT THIS TIME.

B SEE CUSTOMERS NOTE

99P FULL CIRCLE INSPECTION SHEET

----- / ----- IS
THE EXPIRATION OF THE STATE INSPECTION
STICKER ON THIS VEHICLE

3636 CP 0.00 0.00
GBK BRAKE LININGS ARE OK AT THIS TIME
3636 CP 0.00 0.00
GTIRE TIRE TREAD AND WEAR OK AT THIS TIME
3636 CP 0.00 0.00

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

*Service technician - Russ
Did road test with me and confirmed hesitation/miss*

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

SERVICE ADVISOR 42 BLP 45 30

Customer Copy

Customer Number: [REDACTED] Invoice No: [REDACTED]

Bud Smail Ford Lincoln Mazda
 P.O. Box 1200
 5110 Route 30 East
 Greensburg, PA 15601
 724-837-4210 · 800-521-3325
 smailauto.com

INVOICE



MURRYSVILLE, PA [REDACTED]
 Home: [REDACTED] Bus: [REDACTED]
 Email: [REDACTED]

Cell: [REDACTED] Page 1 of 1

SERVICE ADVISOR: 3298 R EDWARD REYNOLDS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	11	FORD F-150	1FTFW1ETXBK [REDACTED]		9620 / 9620		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09			17:00 13MAR12		95.00	CASH	13MAR12
R.O. OPENED	READY	OPTIONS: ENG:3.5_Liter_GTDI					
16:21 12MAR12	09:36 13MAR12						

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

A ENGINE - DRIVABILITY

CAUSE: PROGRAM

24 ENGINE - DRIVABILITY

3636 W

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

PROGRAM THE PCM PER TSB 12-2-10 WILL NEED DRIVEN FOR LEARN CYCLE.

B FULL CIRCLE INSPECTION SHEET

IS THE EXPIRATION OF THE STATE INSPECTION STICKER ON THIS VEHICLE

99P FULL CIRCLE INSPECTION SHEET

----- / ----- IS
 THE EXPIRATION OF THE STATE INSPECTION
 STICKER ON THIS VEHICLE

3636 CP

GBK BRAKE LININGS ARE OK AT THIS TIME 0.00 0.00

3636 CP

GTIRE TIRE TREAD AND WEAR OK AT THIS TIME 0.00 0.00

3636 CP

GBATT BATTERY CONDITION IS GOOD 0.00 0.00

3636 CP

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

INSPECTION DUE IN MAY

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

STATEMENT OF DISCLAIMER

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

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

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

CUSTOMER SIGNATURE

SERVICE INVOICE #2 85F 4540

Customer Copy

INV # [REDACTED]

Customer Number [REDACTED]

Invoice No [REDACTED]

Bud Smail Ford Lincoln Mazda

P.O. Box 1200
5110 Route 30 East
Greensburg, PA 15601
724-837-4210 · 800-521-3325
smailauto.com

INVOICE



MURRYSVILLE, PA

Home: [REDACTED]

Bus: [REDACTED]

Cell: [REDACTED]

SERVICE ADVISOR: 3298 R EDWARD REYNOLDS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	11	FORD F-150	1FTFW1ETXBK [REDACTED]		11110 / 11112		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09			17:00 23APR12		95.00	CASH	23APR12
R.O. OPENED	READY	OPTIONS: ENG:3.5_Liter_GTDI					
09:28 23APR12	14:17 23APR12						

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

A FULL CIRCLE INSPECTION SHEET /
 IS THE EXPIRATION OF THE STATE INSPECTION STICKER ON THIS
 VEHICLE
 99P FULL CIRCLE INSPECTION SHEET
 / IS
 THE EXPIRATION OF THE STATE INSPECTION
 STICKER ON THIS VEHICLE

3636 CP	0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME		
3636 CP	0.00	0.00
GTIRE TIRE TREAD AND WEAR OK AT THIS TIME		
3636 CP	0.00	0.00
GBATT BATTERY CONDITION IS GOOD		
3636 CP	0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE A:	0.00

B FUEL SAVER PACKAGE, OIL AND FILTER CHANGE, ROTATE TIRES
 WRKS FUEL SAVER PACKAGE, OIL AND FILTER CHANGE,
 ROTATE TIRES

3636 CP	29.95	29.95
WORKS WORKS DISCOUNT	-5.88	-5.88
WORKP WORKS DISCOUNT	-5.88	-5.88
1 OD OIL DISPOSAL	1.25	1.25
6 XO*5W20*DSP OIL - ENGINE	3.15	3.15
1 FL*500*SB12 FILTER ASY - OIL	10.03	5.75
PARTS: 25.90 LABOR: 29.95 OTHER: -11.76	TOTAL LINE B:	44.09

C STATE INSPECTION
 S STATE INSPECTION

3636 CP	27.00	27.00
SI STATE INSPECTION STICKER		
3636 CSI	2.00	2.00
PARTS: 0.00 LABOR: 29.00 OTHER: 0.00	TOTAL LINE C:	29.00

BRAKES FRONT 10 BONDED REAR 9 BONDED TIRES ALL 8/32

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

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

CUSTOMER SIGNATURE

Customer Copy

Customer Number: [REDACTED] Invoice No [REDACTED]

Bud Smal Ford Lincoln Mazda
 P.O. Box 1200
 5110 Route 30 East
 Greensburg, PA 15601
 724-837-4210 800-521-3325
 smailauto.com

INVOICE



MURRYSVILLE, PA [REDACTED]
 Home: [REDACTED] Bus: [REDACTED] Cell: [REDACTED]
 Email: [REDACTED]

SERVICE ADVISOR: 3298 R EDWARD REYNOLDS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	11	FORD F-150	1FTFW1ETXBK [REDACTED]		11110 / 11112		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN09			17:00 23APR12		95.00	CASH	23APR12
R.O. OPENED	READY	OPTIONS: ENG:3.5_Liter_GTDI					
09:28 23APR12	14:17 23APR12						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D							
D EMISSION INSPECTION							
E EMISSION INSPECTION							
				3636 CP		37.59	37.59
MCI EMISSION REPORTING FEE							
				3636 CMI		2.40	2.40
PARTS:	0.00	LABOR:	39.99	OTHER:	0.00	TOTAL LINE D:	39.99
NEEDS DRIVEN TO SET EMISSION MONITORS							

E DRIVING AT 60MPH IN 6TH GEAR. STARTED TO PASS AND TRANSMISSION SHIFTED DOWN TO THIRD GEAR AND STAYED THERE TO I LET OFF THE GAS. STEPPED BACK ON THE GAS AND IT LACKED POWER, SHAK							
CAUSE: E							
24 ENGINE - DRIVABILITY							
				3636 W			(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
VERIFY CONCERN RUN DIAGNOSIS CODES P0300, P0304, P0305, P0306 TEST DRIVE. PROGRAM THE PCM PER TSB 12-2-12							

F** SERVICE RENTAL SUPPLIED WHILE WORK BEING COMPLETED							
CAUSE: E							
LOANER SERVICE RENTAL SUPPLIED WHILE WORK BEING COMPLETED							
				3636 W			(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00

G** HORN SOUNDS LIKE A CLOWN HORN							
				3636 CP		0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:	0.00
ORDER HORN							

CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER							0.91

INV # 252560

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	\$ 98.94
		PARTS AMOUNT	\$ 25.90
		GAS, OIL, LUBE	\$ 0.00
		SUBLET AMOUNT	\$ 0.00
		MISC. CHARGES	\$ -10.85
		TOTAL CHARGES	\$ 113.99
		LESS INSURANCE	\$ 0.00
		SALES TAX	\$ 6.83
		PLEASE PAY THIS AMOUNT	\$ 120.82

SERVICE V-02 08-02 111 4512

Customer Copy

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ETXBK [REDACTED] Year: 2011 Model: F-SERIES Case: 482900462
 Name: [REDACTED] Owner Status: Original WSD: 2011-05-28
 Symptom Desc: HES/STUMBLE ACCELERATION Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 02/16/2012

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
 Dealer: 10734 BUD SMAIL FORD LINCOLN Origin Desc: US CONCERN CASE BASE
 Odometer: 8500 MI Comm Type: PHONE
 Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
 Action Date: 02/15/2012 Action Time: 13.24.49.686 Action Data: Yes

Comments CUSTOMER SAID: AT 30-TO 40 AND AT 55 MPH THE VEH HAS A HESTIATION AND YOU CAN HEAR A NOISE IN THE ENGINE -CUST STATES THE DLRHSP TOLD HIM THE TSB ONLY APPLIES IF THE CHECK ENGINE LIGHT IS ON -DLRSHPS SAID THEY KNEW IT WAS AN ISSUE BUT THERE WAS NO FIX AT THIS TIME -FIRST TIME THE VEH WAS BROUGHT TO THE DLRHSP FOR THIS ISSUE IT WAS FOUND TO BE LEAKING TRANS FLUID - ALTHOUGH THE VEH HAD THE HESITATION AND MISS AND IT SHIFTS ROUGH -THE SECOND TOOK TO BUD SMALL AND THEY FLASHED THE COMPUTOR AND THE SHIFTING IS ROUGH AND THE HESTIATION IS STILL THERE -CUST STATED IT FEELS LIKE YOU GOT REAR ENDED -VEH IS NOT AT THE DLRHSP AT THIS TIME BUT CUST WILL BRING IT WHEN CCS WANTS-CUST STATES THE TSB NUMBER 12-2-10 STATES THE CATALYIC CONVERTOR MAY NEED TO BE REPLACED AND THEDEALER SAID: .BUD SMAIL FORD LINCOLN P.O. BOX 1200 - ROUTE 30 EASTGREENSBURG, PA 15601 TEL:(724) 837-4210CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-CUST SPOKE WITH ED AT BUD SMALL AND HE SAID UNLESS THE CHECK ENGINE LIGHT WAS ON THERE WAS NOTHING THEY COULD DO HE WILL KEEP C HECKING-CALL AT [REDACTED] ANYTIME

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CONCERN ADDRESSED
 Dealer: 10734 BUD SMAIL FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8500 MI Comm Type: PHONE
 Analyst Name: GALLION, LINDA Analyst: LGALLION
 Action Date: 02/16/2012 Action Time: 12.16.13.860 Action Data: Yes

Comments CSM LINDA X77704 ASSISTING CSM RACHEL - LTV 88 - 84/100K PREM CARE - 2 RELATED REPAIRS IN AWS 9-12-11 AND 1-6-12 - NO OPEN RECALLS - OBC TO DLR SPOKE TO BRIAN SM AT BUD SMAIL FORD LINCOLN - DLR ADV THAT THEY HAVE DONE EVERYTHING THEY CAN AT THIS TIME - ENGINEERING IS AWARE OF THE CONCERN AND WORKING ON AND UPDATE AND FIX AND THE DLR WILL CONTACT HIM ONCE IT IS RELEASED - OBC TO CUST AT [REDACTED] CSM ADV CUST OF WHO I AM AND THE REASON FOR MY CALL - CSM ADV CUST THAT THE CALL IS BEING RECORDED - CSM REVIEWED THAT ENGINEERING IS AWARE OF THE CONCERN AND WORKING ON IT - CUST WAS FINE WITH IT JUST WANTED HIS CONCERN DOCUMENTED - CSM ADV CUST THAT THE DLR WILL CONTACT HIM ONCE THE UPDATE IS RELEASED -CSM PROVIDED CUST WITH OUR CONTACT INFO AND CASE NUMBER - CUST APPRECIATED THE CALL BACK - NO FURTHER ACTION REQUIRED AT THIS TIME CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	88
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N

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

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 10734 BUD SMAIL FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 8500 MI

Comm Type: PHONE

Analyst Name: LEBERT, RACHEL

Analyst: RLEBERT2

Action Date: 02/20/2012

Action Time: 13.56.31.536 **Action Data:** No

Comments CSM RACHEL X 77794 INC FROM WESLY LONG AN ATTORNEY FOR BRIAN// HAS BEEN PROVIDED WITH A OGC CONTACT INFO

Ford Confidential

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

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 23-MAY-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
IFTFW1ETXBK [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	02-MAY-2011	28-MAY-2011	144004	USA	4	3A05	BL3Z	7A104	A	F04	S11	V48	L73	D8
AWS Claim Key:	<u>1158424</u>	Doc #: 243805B	Trx Code:	I	Labor Hrs: 7.7	Labor Cost: 660.28	Material Cost: 278	Total Cost: 1313.28															
Dir Cd-Sub Cd:	07410-*	Name: DAY FORD	Ph: 412-2429900	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 12-SEP-2011	DIST(Mile): 3273															
Cust Comments:	CUST STATES THAT THERE IS TRANS FLUID LEAKING FROM REAR OF TRANS AND ALSO TRANS HAS A HARSH UP & DOWN SHIFT (INSTALL SOP AS PER T.S.B 11 8 4)																						
Tech Comments:	INSPECT AND REPLACE THE TRANSMISSION PUMP GEAR ASSEMBLY AS PER TSB 11 08 04 RECHECK FOR LEAKS OK																						
IFTFW1ETXBK [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	02-MAY-2011	28-MAY-2011	144004	USA	8	6Y20 *	TAP1	*	F09	SXX	V99	A99	82	
AWS Claim Key:	<u>2302681</u>	Doc #: 246767C	Trx Code:	TAP1	Labor Hrs: 0	Labor Cost: 0	Material Cost: 0	Total Cost: 30															
Dir Cd-Sub Cd:	10734-*	Name: BUD SMAIL FORD LINCOLN	Ph: 724-8374210	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 06-JAN-2012	DIST(Mile): 7501															
Cust Comments:	RENTAL SUPPLIED TO CUSTOMER																						
Tech Comments:	TAP CLAIM INVOICE 20578																						
IFTFW1ETXBK [REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AJ	T/C3	T/KW	02-MAY-2011	28-MAY-2011	144004	USA	8	7S02 *	14401	*	F04	S11	V52	D41	X2	
AWS Claim Key:	<u>2289768</u>	Doc #: 246767A	Trx Code:	S07	Labor Hrs: 1	Labor Cost: 83	Material Cost: 0	Total Cost: 83															
Dir Cd-Sub Cd:	10734-*	Name: BUD SMAIL FORD LINCOLN	Ph: 724-8374210	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 06-JAN-2012	DIST(Mile): 7501															
Cust Comments:	HESITATION/MISS UNDER THE FOLLOWING CONDITIONS 55MPH, GEAR 6 RPM 1400 1600, UNDER LOAD OCCURS INOR OUT OF CRUISE ROAD TEST WITH THE CUSTOMER.RUN DIAGNOSIS. NOCODES,SSM'S OR TSB'S FOR CONCERN. CONTACT THEFORD HOTLINE MISFIRES UPHILL AND WAS TE GATEFLUCTUATIONS ARE CURRENTLY UNDER INVESTIGATION BYENGINEERING. WANTED GROUND G105 CHECKED FORLOOSENESS. FOUND WASN'T TIGHT ENOUGH AND RESIDUEON SONNECTOR. CLEAN AND TORQUE. G105 IS THEGROUND FOR THE BANK 2 IGNITION COILS. FUELPRESSURE IS GOOD PROGRAM THE PCM AND D																						
Tech Comments:																							

IFTFWIETXBK [REDACTED] F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW 02- MAY- 28- MAY- 144004 USA 10 2G05 * RECALEM * F04 S11 V44 D50 04
 2011 2011
AWS Claim Key: 2926793 **Doc #:** 250294A **Trx Code:** S07 **Labor Hrs:** .4 **Labor Cost:** 33.2 **Material Cost:** 0 **Total Cost:** 33.2
Dlr Cd-Sub Cd: 10734-* **Name:** BUD SMAIL FORD LINCOLN **Ph:** 724-8374210 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**12-MAR-2012 **DIST(Mile):**9620
Cust Comments: CUST STATES ENGINE HESITATING. ENGINE DRIVABILIT Y
Tech Comments: PROGRAM THE PCM PER TSB 12 2 10 WILL NEED DRIVENFOR LEARN C YCLE.

IFTFWIETXBK [REDACTED] F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW 02- MAY- 28- MAY- 144004 USA 12 6Y20 * TAPI * F09 SXX V99 A99 82
 2011 2011
AWS Claim Key: 3449338 **Doc #:** 252560F **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 30
Dlr Cd-Sub Cd: 10734-* **Name:** BUD SMAIL FORD LINCOLN **Ph:** 724-8374210 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-APR-2012 **DIST(Mile):**11110
Cust Comments: SERVICE RENTAL SUPPLIED WHILE WORK BEING COMPLETED
Tech Comments: RENTAL INVOICE 20935

IFTFWIETXBK [REDACTED] F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW 02- MAY- 28- MAY- 144004 USA 12 2G05 * RECAL * F04 S11 V48 P59 04
 2011 2011
AWS Claim Key: 3384962 **Doc #:** 252560E **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 0
Dlr Cd-Sub Cd: 10734-* **Name:** BUD SMAIL FORD LINCOLN **Ph:** 724-8374210 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-APR-2012 **DIST(Mile):**11110
Cust Comments: DRIVING AT 60MPH IN 6TH GEAR STARTED TO PASS ANDTRANSMISSION SHIFTED DOWN TO THIRD GEAR ANDSTAYED THERE TO 1 LET OFF THE GAS.
 STEPPED BACKON THE GAS AND IT LACKED POWER,SHAK
Tech Comments: VERIFY CONCERN RUN DIAGNOSIS CODES P0300, P0304,P0305, P0306 TEST DRIVE. PROGRAM THE PCM PER TSB12 2 12

IFTFWIETXBK [REDACTED] F6 T/F6 F T/BC T/AM T/E AJ T/C3 T/KW 02- MAY- 28- MAY- 144004 USA 12 7L01 9L3Z 13832 A F03 S09 V17 A34 42
 2011 2011
AWS Claim Key: 3603608 **Doc #:** 253184A **Trx Code:** 2 **Labor Hrs:** .2 **Labor Cost:** 16.6 **Material Cost:** 38.09 **Total Cost:** 54.69
Dlr Cd-Sub Cd: 10734-* **Name:** BUD SMAIL FORD LINCOLN **Ph:** 724-8374210 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-MAY-2012 **DIST(Mile):**11966
Cust Comments: STATES HORN SOUNDS WEIRD(SOP)
Tech Comments: VERIFY CONCERN RUN DIAGNOSIS REPLACE THE LOW PITCH HORN, VERIFIED HORN NOT WORKING P ROPERLY.

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# :	CALCN006 NHL	Reviewed Status:		Received:	01/12/2012
CCRG/EPRC:				Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ETXBK [REDACTED]			Build Date:	05/02/2011
Odometer :	7,608 M	Engine:	3.5L-GTDI	Calibration:	BF613COA
Transmission:	6R80E	Axle:	3.73 LOCK	A/C:	YES
Dealer:	USA 10734 Bud Smail Ford Lincoln			Phone#:	(724) 837-4210
City:	Greensburg	State:	Pennsylvania	Country :	USA
Originator:	BRYAN DAMICO				
Symptom:	5 50 3 02 DRV PERF,RUNS ROUGH,CRUISE/STEADY,ALWAYS				
Status:					
VFG:	V52 DRIVEABILITY				
Additional Symptom:	MISFIRE UPHILL				
Fix:	Causal Component :				
Condition Code:					

Hotliner: SFERRET

Phone: 313 317-9124

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dlr Contact: BRYAN DAMICO

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 01/12/2012 10:49AM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:ENGINE MISS AT 55 MPH IN 6TH GEAR UP SLIGHT
HILL EXHAUST PIPE BLACK AND ON MODERATE ACCEL UPHILL WASTEGATES POP
OFF 3 OR 4 TIMES AND ROUGH IDLE AT STARTUP DIAGNOSTICS: EEC TEST
PASS CHECKED MODE 6 - 0 MISFIRES PASSES FUEL TESTS PARTS
REPLACED:NONE TECH QUESTION:ANY POSSIBLE REPAIRS

RECOMM **01/12/2012 10:49AM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE**
BRYAN, BLACK SOOT ON THE TAIL PIPE IS NORMAL FOR THESE VEHICLES. THE
MISFIRES UPHILL AND WASTEGATE FLUCTUATIONS ARE CURRENTLY UNDER
INVESTIGATION BY ENGINEERING. PLEASE ANSWER THE FOLLOWING
QUESTIONS: 1) CAN G105 BE LOOSEMED USING ONLY FINGER
PRESSURE? 2) IF G105 CANNOT BE LOOSEMED BY HAND, CAN IT BE
TIGHTENED USING ONLY A SOCKET AND A 6-8 3/8 DRIVE EXTENSION (NO
RATCHET)? 3) WHAT ARE THE WEATHER CONDITIONS LIKE WHEN THE CONCERN
OCCURS (HUMIDITY, TEMPERATURE, ETC)? G105 IS THE GROUND FOR THE
BANK 2 IGNITION COILS AND IS LOCATED ON THE REAR OF THE LEFT SIDE
CYLINDER HEAD. IT IS 13MM AND MOST EASILY ACCESSED FROM UNDERNEATH THE
VEHICLE. TORQUE IT TO 10NM PLUS AN ADDITIONAL 45 DEGREES. MONITOR
LOW SIDE FUEL PRESSURE AND VERIFY IT IS 62-75 PSI DURING THE CONCERN.
MAKE SURE FRP AND FRP_DSD MATCH AT ALL TIMES. TAKE A FUEL SAMPLE AND
CHECK FOR CLOUDINESS, DEBRIS, AND ETHANOL CONTENT. PLEASE UPDATE
THIS FORM WITH YOUR FINDINGS. THESE ANSWERS ARE APPRECIATED AND WILL
HELP ENGINEERING FIND A SOLUTION TO THIS PROBLEM.

REPAIR **01/12/2012 11:26AM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE**
G-105 COULD NOT BE LOOSEMED BY HAND BUT A 3 INCH RATCHET LOSSMED IT
VERY EASILY AND TERMINAL WAS COVERED IN GLUE FROM HEATSHRINK MELTING
-FUEL PRESS IS 68PSI AND PIDS MATCH FUEL LOOKS OK

RECOMM 01/12/2012 11:26AM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE

BRYAN, THANK YOU FOR THE UPDATE. IF YOU HAVEN'T ALREADY, CLEAN G105, AND RE-TORQUE IT TO 10NM PLUS AN ADDITIONAL 45 DEGREES. IF THE CONCERN IS STILL PRESENT, RECOMMEND YOU ALSO TAKE A FUEL SAMPLE TO CHECK FOR ANY SIGNS OF E85 ETHANOL IN THE FUEL. TO CHECK FOR E85 CONTENT IN THE FUEL, RECOMMEND PERFORMING A WATER TEST. USING A CLEAR BOTTLE, FILL IT HALFWAY WITH WATER, MARK THE LINE, ADD THE SAME AMOUNT OF FUEL FROM THE VEHICLE, MIX TOGETHER, AND ALLOW TO SEPARATE. THE ETHANOL WILL COMBINE WITH THE WATER INCREASING THE WATER LEVEL. AN INCREASE OF WATER LEVEL UP TO 10% IS NORMAL GASOLINE. ANY MORE THAN 10% IS AN E85 MIX. IF AN E85 MIX IS EVIDENT, RECOMMEND DRAINING THE FUEL TANK COMPLETELY, DRY IT OUT, ADD KNOWN GOOD FUEL, CLEAR KAM, AND RETEST. THIS CONCERN IS CURRENTLY UNDER INVESTIGATION BY ENGINEERING. CONTINUE TO MONITOR OASIS FOR UPDATES AND FIX INFORMATION.

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: DWASHI49

Report Summary

Server: ECCWS686

Ford Proprietary, Private

23-May-2012

Retention: None

