

PE14-028

FORD

11/7/2014

APPENDIX B

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PE14-028

FORD

11/7/2014

APPENDIX B

## 2011-2013 Model Year Ford Fiesta Door Latches

### OWNER REPORTS

As the agency is aware, within FCSD's North American Customer Service Operations, there is a Customer Relationship Center (CRC) that is responsible for facilitating communication between customers, dealerships and Ford Motor Company. Among other things, the CRC handles telephonic, electronic, and written inquiries, suggestions, informational requests, and concerns ("contacts") from Ford and Lincoln-Mercury vehicle owners about their vehicles or sales and service experience. The contacts are handled by CRC customer service representatives who enter a summary of the customer contact into a database known as FMC360, or prior to September 2012, a database known as CuDL (Customer Data Link). Records that were entered into the earlier MORS II system were microfilmed. The records in MORS III/CuDL are imaged and stored electronically. Records that were originated in the MORS III/CuDL database have been migrated to the new FMC360 database, as well as MORS II records that were contained within the MORS III/CuDL database.

The CRC assigns to each vehicle-related contact report a "symptom code" or category that generally characterizes the nature of the customer contact or vehicle concern, as described by the owner. The CRC does not undertake to confirm the accuracy of the description provided by the owner; they simply record what is reported. Therefore, given the complexity of the modern motor vehicle, it is Ford's experience that a significant percentage of owner contacts do not contain sufficient information to make a technical assessment of the condition of the vehicle or the cause of the event reported. Accordingly, although owner contact reports may be useful in identifying potential problems and trends, the records are not the empirical equivalent of confirmed incidents and/or dealership's diagnosis. In the interest of responding promptly to this inquiry, Ford has not undertaken to gather the electronic images related to these contacts because of the largely duplicative nature of the information contained in the images, as well as the time and the burden associated with locating and producing those documents. The pertinent information related to those contacts generally would be included in the contact reports obtained from the FMC360 system. To the extent that those documents exist, they are characterized in the comments of MORS III and FMC360 contact reports. Upon request, Ford will attempt to locate any specific items that are of interest to the agency.

In September 2012, a new symptom coding system for owner reporting was launched concurrent with the transition to the FMC360 database. This is the same coding system that was launched in July 2011 for the CQIS database that contains field reports. All reports migrated from the MORS III/CuDL database in to the FMC360 database have been re-coded using the new coding system.

In responding to this information request, Ford electronically searched the FMC360 database using the following criteria:

Model Year: 2011-2013

Subject Vehicle: Ford Fiesta vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: 1/1/2010 through 9/23/2014 (the date of this inquiry)

Types of Contacts: All, including suspended data, canceled contacts and inquiries

FMC360 Case Classifications:

Level 1	Level 2	Level 3	Level 4
Dealer – Vehicle Concern	Legal		
Vehicle Concern	Legal		
Feedback	Product	Negative	Vehicle Safety/Quality

FMC360 Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Safe & Secure, Latches/Locks	881215	Door, Difficult to Close
	881242	Door, Loose/Attachment
	881245	Door, Manual Function
	881271	Door, Sticks/Binds
	881200	Door, Unknown
	881000	Unknown, Unknown
	881Z00	Not Listed, Unknown

### **LEGAL CONTACTS**

Beginning in early 2008, most consumer complaints and all legal claim processing has been centralized in OGC within the Consumer Litigation team. A transition has occurred such that all legal contacts (including those formerly handled by "Litigation Prevention") are coordinated through this team.

Prior to the transition, there was a Consumer Affairs Department within FCSD that managed customer concerns, which could not be resolved by the Customer Relationship Center (CRC). Among other things, the Consumer Affairs Department had a section, known as "Litigation Prevention," that handled a variety of informal (i.e., non-litigation) claims, such as property damage claims or attorney demand claims.

The Litigation Prevention section had been centralized in the Consumer Affairs Department since 1995, in Dearborn, Michigan. Prior to that time, Litigation Prevention personnel operated on a regional basis. For matters that the Litigation Prevention section handled, there were typically paper files that reflected the handling, investigation and resolution of property damage claims.

The claims, known as "Legal Contacts" are entered into the CuDL database that the CRC uses to enter other customer communications. When a customer contact is designated as a Legal Contact, it is so indicated near the top of the contact report.

### **FIELD REPORTS**

Within FCSD, there is a Vehicle Service & Programs Office that has overall responsibility for vehicle service and technical support activities, including the administration of field actions. That Office is the primary source within Ford of vehicle concern information originating from Ford and Lincoln-Mercury dealerships, field personnel, and other sources. The information is maintained in a database known as the Common Quality Indicator System (CQIS). The CQIS database includes reports compiled from more than 40 Company sources (e.g., Company-owned vehicle surveys, service technicians, field service and quality engineers, and technical

hot line reports, etc.) providing what is intended to be a comprehensive concern identification resource. As with MORS contact reports, CQIS reports are assigned a "symptom code" or category that generally reflects the nature of the concern.

In responding to this information request, Ford electronically searched CQIS using the following criteria:

Model Year: 2011-2013

Subject Vehicle: Ford Fiesta vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: 1/1/2010 through 9/23/2014 (the date of this inquiry)

CQIS Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Safe & Secure, Latches/Locks	881215	Door, Difficult to Close
	881242	Door, Loose/Attachment
	881245	Door, Manual Function
	881271	Door, Sticks/Binds
	881200	Door, Unknown
	881000	Unknown, Unknown
	881Z00	Not Listed, Unknown

### **OASIS MESSAGES**

FCSD is responsible for communicating a variety of vehicle and service information, such as warranty information for up to the past 360 days, Extended Service Plan part coverage information, and technical repair information, to North American Ford and Lincoln-Mercury dealers. This information is communicated primarily through OASIS, which serves as an electronic link between Ford Motor Company and the dealers. OASIS covers all North American Ford and Lincoln-Mercury cars and light trucks, and medium and heavy-duty Ford trucks, for the ten most current model years. Technical diagnostic and repair information on OASIS is contained in Special Service Messages (SSMs) and Technical Service Bulletin (TSBs) titles and brief summaries. It should be noted that dealers cannot access brief summaries.

SSMs and TSB titles are coded in OASIS by model year and vehicle line, and may be coded to other specific vehicle attributes (body style, engine code, or vehicle identification number) and one or more OASIS Service Code(s). The dealers with access to OASIS usually search for information on the database by entering a VIN and the applicable Service Codes. SSMs and TSB titles that become inactive or superseded continue to be accessible by Ford employees, but no longer are accessible by the dealers. Dealers also are able to determine the recalls applicable to a particular vehicle by searching a particular VIN in OASIS. Recall information available on OASIS cannot be searched by Service Codes.

In July 2011, FCSD launched a new coding system for OASIS. All active SSMs and TSB titles have been re-coded using the new OASIS coding system. All inactive and superceded SSMs and TSB titles are still maintained under the old coding system.

In responding to this information request, Ford searched Global OASIS using both the new and old OASIS service codes for active, inactive, and superceded TSB titles and SSMs using the following search criteria:

Model Year: 2011-2013

Subject Vehicle: Ford Fiesta vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: 1/1/2010 through 9/23/2014 (the date of this inquiry)

OASIS Service Code(s):

Code	Description	Description	Description
1121**	Locks/Security	Pwr Locks/Latch	All
1122**	Locks/Security	Man Locks/Latch	All
112800	Locks/Security	Door Ajar	Other
112898	Locks/Security	Door Ajar	Indicator
881215	Safe & Secure, Latches/Locks	Door, Difficult to Close	
881242	Safe & Secure, Latches/Locks	Door, Loose/Attachment	
881245	Safe & Secure, Latches/Locks	Door, Manual Function	
881271	Safe & Secure, Latches/Locks	Door, Sticks/Binds	
881200	Safe & Secure, Latches/Locks	Door, Unknown	
881000	Safe & Secure, Latches/Locks	Unknown, Unknown	
881Z00	Safe & Secure, Latches/Locks	Not Listed, Unknown	

OASIS 2 and Global OASIS are not capable of performing electronic word searches, so the search results are reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

The OASIS database also contains Broadcast Messages. Typically, these messages are directed to all dealerships and either are notifications of new SSMs/TSBs, or announcements with non-technical information (for example, "the Dealer Hotline will be closed today"). Broadcast Messages cannot be searched by OASIS service codes, and can be retrieved only while active (approximately 2 to 4 days). Ford has not undertaken to search for Broadcast Messages because Ford expects that any responsive information obtained with such a search generally would be non-substantive in nature or duplicative of the information obtained with the TSB title and SSM search described above.

### **INTERNAL SERVICE MESSAGES**

FCSD, as part of its technical support activities, maintains fleet and technical telephone "hotlines." During the early stages of Ford's efforts to identify and resolve potential vehicle concerns, hotline personnel may draft Internal Service Messages (ISMs) on CQIS for their internal use. The ISMs are assigned a CQIS "symptom code" or category that generally reflects the nature of the concern. An ISM can form the basis for an oral response over the technical hotline to an inquiry from an individual dealer or fleet technician. The ISMs, however, are not made available electronically to fleets and dealers. Therefore, although ISMs are not "issued" to dealers like OASIS messages, Ford is construing this request broadly to include ISMs that may be related to the alleged defect in the subject vehicles.

In responding to this information request, Ford searched CQIS for active ISMs using the following search criteria:

Model Year: 2011-2013

Subject Vehicle: Ford Fiesta vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: 1/1/2010 through 9/23/2014 (the date of this inquiry)

CQIS Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Safe & Secure, Latches/Locks	881215	Door, Difficult to Close
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	881245	Door, Manual Function
	881271	Door, Sticks/Binds
	881200	Door, Unknown
	881000	Unknown, Unknown
	881Z00	Not Listed, Unknown

The CQIS database in which the ISMs reside is not capable of performing word searches, so the search results were reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

#### **FIELD REVIEW COMMITTEE**

Ford's Field Review Committee reviews all potential field service actions, including safety recalls and customer satisfaction programs, and recommends appropriate actions to corporate management. A Vehicle Service & Programs representative serves as Secretary to the Field Review Committee. Following approval of a field service action, the Vehicle Service & Programs Office prepares and launches the action. A representative copy of the communication to Ford's dealers, fleets, and Regional offices announcing the field service action is maintained in the Field Review Committee files.

#### **WARRANTY**

Ford's Analytical Warranty System (AWS) contains warranty claims and vehicle information for model years 1991 and forward for North America, and model years 1992 and forward for Europe.

Ford performed a search of AWS for potentially responsive reports using the following search criteria:

Model Year: 2011-2013

Subject Vehicle: Ford Fiesta vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: 1/1/2010 through 9/23/2014 (the date of this inquiry)

Base Part Numbers:

-5421812-

-5421813-

-5426412-

-5426413-

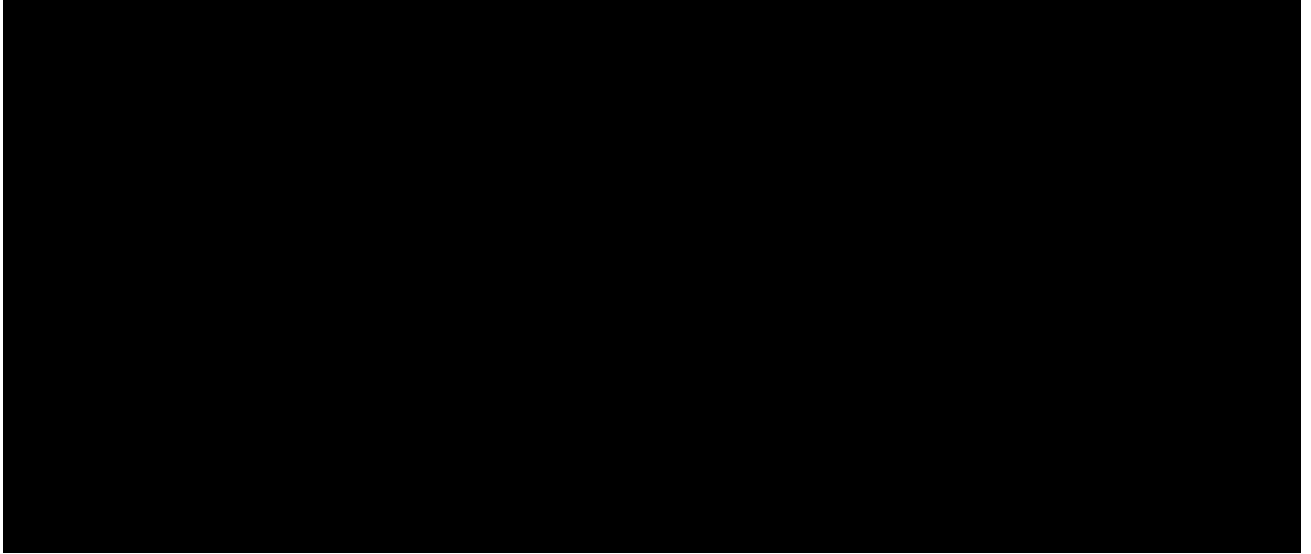


PE14-028

FORD

11/7/2014

APPENDIX D



To: Ordcalp, F (F.); Taylor, Alma (A.)  
Cc: [REDACTED]  
Subject: Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

**Email Subject:** Dealer/Fleet Request for OGC Review

**DEALER INFORMATION:**

**Dealership Fleet Name:** Fiesta Ford, Inc.

**Requesting Dealer Fleet:** Fiesta Ford

**PA Code:** 05439

**Contact Person:** Scott Krencik

**Title:** Assistant Service Manager

**Phone Number:** [REDACTED]  
[REDACTED]  
[REDACTED]

**Region:** A04 Los Angeles

**Address:** [REDACTED]

**City:** Indio

**State:** California

**Zip Code:** 92203

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 01-19-2013

**Vehicle Year:** 2013

**Vehicle Model:** Fiesta

**Vehicle VIN:** 3FADP4BJXDM [REDACTED]

**Mileage:** 10077

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** Indio

**State :** California

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** Los Angeles A04

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2013-08-03

**County incident occurred:** Riverside

Is customer alleging a component defect CAUSED the incident? YES

**Details:** Right rear door latch failed. Door swung open during a left turn into a parking space. The right rear door impacted vehicle next to it.

Was a police report filed? NO

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Vehicle is at Fiesta Ford - awaiting door latch from back order.

**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** He just wants the door repaired. The dent is able to be removed via PDR (paintless dent removal).

**Comments:** Only possible change in repair is if the paint cracks when the dent is popped out - then would need body shop to replace door shell. For approx. \$200.00 to pop the dent is a good first step. Body shop will easily be \$600.00+ to replace and paint.

Copyright 2013 Ford Motor Company

# FIESTA FORD-LINCOLN

CUSTOMER #: [REDACTED]

198376

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203  
 PHONE (760) 772-8000  
 TOLL FREE (888) 505-FORD  
 MON - FRI 7:00 AM TO 7:00 PM  
 SATURDAY 7:00 AM TO 4:00 PM

\*WARRANTY\*

DUPLICATE 1  
 PAGE 3

INDIO, CA

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

B.A.R. LICENSE # [REDACTED] E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97184 R. SCOTT KRENCIK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
TUXEDO BLA	13	FORD FIESTA	3FADP4BJXDM [REDACTED]	[REDACTED]	10077/10079	T6394	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN13	DD16JUL12		17:00 06AUG13		0.00	CASH	09AUG13

R.O. OPENED	READY	OPTIONS: STK:13FS11 DLR:05574
11:52 31JUL13	10:34 09AUG13	ENG:1.6L TIVCT DURATECH DOHC I4
		TRN:5-SPD MANUAL TRANSMISSION

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	DRY.						
	97869	WF		0.00		0.00	0.00
	FC: PART#:	COUNT:		0	0 TPARTS		
	CLAIM TYPE:						
	AUTH CODE:						
	000474			0	0 TLABOR		
	10079						

\*\*\*\*\*

CUSTOMER CALLED AT 10:30 ON  
 08/09/13 INFORMED THAT VEHICLE  
 IS READY FOR PICK UP.

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
07-31-13	11:54	11:54	0.00	W	97869	A	
08-06-13	08:07	08:07	0.00	W	97869	B	
08-08-13	12:47	13:20	0.55	W	97869	A	

**COST, SALE, & COMP TOTALS**      19802    27723    0

<p><b>Notice To Our Service Customers</b></p> <p>Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job.</p> <p>You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.</p> <p>ORIGINAL ESTIMATE # _____</p> <p>REASON _____ ADDITIONAL COST \$ _____</p> <p>AUTHORIZED BY _____ DATE _____ TIME _____</p> <p>BY: <input type="checkbox"/> IN PERSON    <input type="checkbox"/> PHONE # _____</p> <p><input type="checkbox"/> ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.</p> <p><input type="checkbox"/> CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.</p> <p>SIGNATURE X _____ DATE _____</p>	<p>HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.</p> <p>THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.</p> <p>SIGNATURE _____ DATE _____</p> <p>RECOMMENDED REPAIRS:</p> <p>P &amp; A CODE: 03439 (CHECK (✓) APPROPRIATE BOX)</p> <p><input type="checkbox"/> CLONE REPAIR    <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM    <input type="checkbox"/> WASTE SCRAP-OUT</p> <p>\$ _____ \$ _____ \$ _____</p> <p>PARTS                      LABOR                      TOTAL</p> <p>Authorized Signature and Date</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr> <td>LABOR AMOUNT</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>PARTS AMOUNT</td> <td style="text-align: right;">277.23</td> </tr> <tr> <td>GAS, OIL, LUBE</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>SUBLET AMOUNT</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>MISC. CHARGES</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>TOTAL CHARGES</td> <td style="text-align: right;">277.23</td> </tr> <tr> <td>LESS INSURANCE</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>SALES TAX</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><b>PLEASE PAY THIS AMOUNT</b></td> <td style="text-align: right;"><b>277.23</b></td> </tr> </tbody> </table>	DESCRIPTION	TOTALS	LABOR AMOUNT	0.00	PARTS AMOUNT	277.23	GAS, OIL, LUBE	0.00	SUBLET AMOUNT	0.00	MISC. CHARGES	0.00	TOTAL CHARGES	277.23	LESS INSURANCE	0.00	SALES TAX	0.00	<b>PLEASE PAY THIS AMOUNT</b>	<b>277.23</b>
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LABOR AMOUNT	0.00																					
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LESS INSURANCE	0.00																					
SALES TAX	0.00																					
<b>PLEASE PAY THIS AMOUNT</b>	<b>277.23</b>																					

**NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK**

**WARRANTY COPY**

# FIESTA FORD-LINCOLN

CUSTOMER #: [REDACTED]

198376

78-990 VARNER ROAD - INDIO, CALIFORNIA 92203  
 PHONE (760) 772-8000  
 TOLL FREE (888) 505-FORD  
 MON - FRI 7:00 AM TO 7:00 PM  
 SATURDAY 7:00 AM TO 4:00 PM

\*WARRANTY\*

DUPLICATE 1  
 PAGE 1

INDIO, CA  
 HOME: [REDACTED] CONT: N/A  
 BUS: [REDACTED] CELL: [REDACTED]

B.A.R. LICENSE [REDACTED] E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97184 R. SCOTT KRENCIK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
TUXEDO BLA	13	FORD FIESTA	3FADP4BJXDM [REDACTED]	[REDACTED]	10077/10079	T6394	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN13	DD16JUL12		17:00 06AUG13		0.00	CASH	09AUG13

R.O. OPENED: 11:52 31JUL13  
 READY: 10:34 09AUG13  
 OPTIONS: STK:13FS11 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:5-SPD MANUAL TRANSMISSION

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

A CUSTOMER STATES THE LEFT REAR DOOR WILL NOT CLOSE UP - ADVISE  
 CAUSE: .

WARR PERFORM WARRANTY REPAIRS PER CUSTOMER  
 CONCERN

97869	WF	0.00		0.00	0.00
1 BE8Z*5426413*B LATCH			161.75	135.87	135.87
FC: PART#: COUNT:		9705	13587	TPARTS	

CLAIM TYPE:  
 AUTH CODE:

000474 0 0 TLABOR

10079 WONT LATCH CHECK OUT VERIFY CONSERN. REMOVED LEFT REAR DOOR  
 PANEL, WINDOW REGULATOR, GLASS AND OUTSIDE DOOR HANDLE FOR ACCESS TO  
 REPLACING LOCK/LOCK ACTUATOR ASSY. REASSEMBLE RETEST OPERATION OK.

\*\*\*\*\*

B CUSTOMER STATES THE RIGHT REAR DOOR CAME OPEN WHEN DRIVING AND MADE  
 CONTACT WITH ANOTHER VEHICLE - DENT ON THE RIGHT REAR DOOR.

CAUSE: .

WARR PERFORM WARRANTY REPAIRS PER CUSTOMER  
 CONCERN

97869	WF	0.00		0.00	0.00
1 BE8Z*5426412*B LOCK ASY			168.28	141.36	141.36
FC: PART#: COUNT:		10097	14136	TPARTS	

CLAIM TYPE:  
 AUTH CODE:

000474 0 0 TLABOR

10079 DIAGNOSIS, FOUND RIGHT REAR DOOR LATCH INOP, REPLACED RIGHT  
 REAR DOOR LATCH, RETEST OK.

\*\*\*\*\*

C\*\* RIGHT REAR DOOR DENT DAMAGE -

CAUSE: .

WARR CLAIM SUBMITTED TO THE OFFICE OF GENERAL  
 COUNCEL FOR REVIEW. CUSTOMER WILL BE  
 NOTIFIED BY FORD REGARDING THE RIGHT REAR  
 DOOR DENT REPAIR

Notice To Our Service Customers		HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE ANTIFREEZE ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE. THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.		DESCRIPTION	TOTALS
Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job. You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.		SIGNATURE _____ DATE _____		LABOR AMOUNT	
ORIGINAL ESTIMATE \$ _____		RECOMMENDED REPAIRS		PARTS AMOUNT	
REVISED ESTIMATE \$ _____		P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)		GAS, OIL, LUBE	
AUTHORIZED BY _____		CLASS REVIEW _____ AUTHORIZER TO SIGNATURE _____		SUBLET AMOUNT	
BY: _____		\$ PARTS \$ LABOR \$ TOTAL		MISC. CHARGES	
<input type="checkbox"/> ACKNOWLEDGE NOTICE AND/OR APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		Authorized Signature and Date _____		TOTAL CHARGES	
<input type="checkbox"/> CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.				LESS INSURANCE	
SIGNATURE X _____ DATE _____				SALES TAX	
				PLEASE PAY THIS AMOUNT	

**NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK**

**WARRANTY COPY**

CUSTOMER #: [REDACTED]

198376

# FIESTA FORD-LINCOLN

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203  
PHONE (760) 772-8000  
TOLL FREE (888) 505-FORD  
MON - FRI 7:00 AM TO 7:00 PM  
SATURDAY 7:00 AM TO 4:00 PM

\*WARRANTY\*

DUPLICATE 1  
PAGE 2

B.A.R. LICENSE [REDACTED] E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97184 R. SCOTT KRENCIK

INDIO, CA  
HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
TUXEDO BLA	13	FORD FIESTA	3FADP4BJXDM [REDACTED]	[REDACTED]	10077/10079	T6394	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN13	DD16JUL12		17:00 06AUG13		0.00	CASH	09AUG13
R.O. OPENED	READY	OPTIONS:					
11:52 31JUL13	10:34 09AUG13	STK:13FS11 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:5-SPD MANUAL TRANSMISSION					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	97869	WF		0.00		0.00	0.00
FC: PART#: COUNT:				0	0	TPARTS	
CLAIM TYPE:							
AUTH CODE:							
000474				0	0	TLABOR	
10079 .							

\*\*\*\*\*  
D\*\* CUSTOMER STATES THE ALARM WILL NOT FLASH THE BLUE LED LIGHT AT  
TIMES AFTER LOCKING VEHICLE - ADVISE

CAUSE: .  
WARR

97869	WF	0.00				0.00	0.00
FC: PART#: COUNT:				0	0	TPARTS	
CLAIM TYPE:							
AUTH CODE:							
000474				0	0	TLABOR	
10079 SOUTHWEST ALARM TECHNICIAN INSPECTED ALARM AND CONTROL MODULE. PERFORMED SYSTEM TEST AND ASSURED PROPER OPERATION							

\*\*\*\*\*  
E\*\* CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .

CAUSE: .  
PSI CHECK AND SET TIRE PRESSURE TO MFG'S  
SPECIFICATIONS. FRONT REAR .

97869	WF	0.00				0.00	0.00
FC: PART#: COUNT:				0	0	TPARTS	
CLAIM TYPE:							
AUTH CODE:							
000474				0	0	TLABOR	
10079 35 PSI.							

\*\*\*\*\*  
F\*\* PERFORM QUALITY CAR WASH, VACUUM, AND HAND DRY.

CAUSE: .  
WASH PERFORM QUALITY CAR WASH, VACUUM, AND HAND

Notice To Our Service Customers			HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE. THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.	DESCRIPTION	TOTALS
Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job. You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.			SIGNATURE _____ DATE _____	LABOR AMOUNT	
ORIGINAL ESTIMATE \$				PARTS AMOUNT	
REVISED ESTIMATE \$	REASON	ADDITIONAL COST \$	P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)	GAS, OIL, LUBE	
AUTHORIZED BY	<input type="checkbox"/> IN PERSON DATE TIME		<input type="checkbox"/> CLAIM REVIEW <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM <input type="checkbox"/> PARTS SCRAP OUT	SUBLET AMOUNT	
BY:	<input type="checkbox"/> PHONE #			MISC. CHARGES	
<input type="checkbox"/> ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE			\$ PARTS \$ LABOR \$ TOTAL	TOTAL CHARGES	
<input type="checkbox"/> CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF				LESS INSURANCE	
SIGNATURE X	DATE		Authorized Signature and Date	SALES TAX	
				PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK  
WARRANTY COPY

**DYNAMIC COLLISION CENTER OF  
COACHELLA VALLEY**

THE PERFECT BODY  
42900 Madio Street, INDIO, CA 92201  
Phone: (760) 775-9990  
FAX: (760) 775-9995

Workfile ID: 8b7b805e  
Federal ID: 542143380  
License Number: 11-00014315  
BAR: ARD00262162

**Estimate**

**RO Number:**

Customer:	Insurance:	Adjuster:	Estimator:	Tony Saba
Fiesta Ford		Phone:	Create Date:	8/20/2013
██████████		Claim:		
Indio, CA		Loss Date:		
██████████		Deductible:		

Year:	2013	Style:	4D SED	VIN:	3FADP4BJXDM	Mileage In:	10077
Make:	FORD	Color:				Mileage Out:	
Model:	FIESTA SE	License:		Job Number:		Vehicle Out:	

Line	Ver	Operation	Description	Qty	Extended Price \$	Type	Labor	Type	Paint
1	E01		REAR DOOR						
2	E01	Remove/Install	RT R&I trim panel				0.6	Body	
3	E01	Repair	RT Outer panel				3.0	Body	
4	E01	Remove/Install	RT Belt w/strip bright finish				0.4	Body	
5	E01	Remove/Install	RT Handle, outside w/o keyless start				0.4	Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Labor, Body			50.00	4.4	220.00
<b>Subtotal</b>					<b>220.00</b>
Sales Tax					0.00
<b>Grand Total</b>					<b>220.00</b>
<b>Net Total</b>					<b>220.00</b>

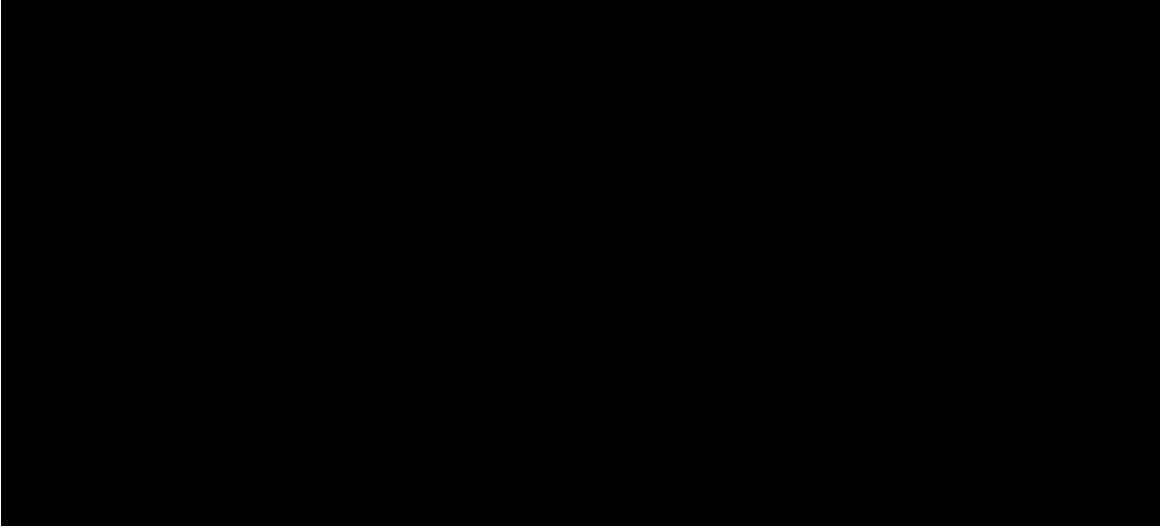
Estimate Version	Total \$
Original	220.00

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	220.00
Received from Customer \$:	0.00
Balance due from Customer \$:	220.00

Please provide your Limited Power of Attorney so that we may deposit insurer payment for the authorized repairs to your vehicle. Your Limited Power

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rchr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LXQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural





1/14/14 a 3:53pm H

**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT: **FORD MOTOR COMPANY**; and DOES 1  
(AVISO AL DEMANDADO): ~~through 10, Inclusive~~

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 07 2014

**C. LUNA**

YOU ARE BEING SUED BY PLAINTIFF [REDACTED]  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos arxentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo ó una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California  
County of Riverside  
3255 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

CASE NUMBER  
(Número de Caso) **PSC 1400092**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Anthony C. Caronna / SBN 134117 760/773-4849 760/773-0849 fax  
Caronna & Johnson, LLP  
Attorneys at Law  
Rancho Mirage, CA 92270

**C. LUNA**

DATE: **JAN 07 2014** Clerk, by \_\_\_\_\_ Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED: You are served
- as an individual defendant.
  - as the person sued under the fictitious name of (specify):
  - on behalf of (specify): **Ford Motor Company**  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
  - by personal delivery on (date): **1/14/14**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
3255 E. Tahquitz Cyn Way  
Palm Springs, CA 92262  
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR ALL PURPOSES

██████████ VS FORD MOTOR COMPANY

CASE NO. PSC 1400092

This case is assigned to Judge David M. Chapman in Department PS2 for all purposes.

The Case Management Conference is scheduled for 07/07/14 at 8:30 a.m. in Department PS2.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(a)(2) shall be filed in accordance with that section.

Effective July 29, 2013, this case will be transferred to the Palm Springs Court located at 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262, as follows:

Judge John G. Evans will be assigned to Department PS1.  
Judge David M. Chapman will be assigned to Department PS2.  
Commissioner David E. Gregory will be assigned to Department PS3.

All documents filed in this case on or after July 29, 2013, must be filed in the Clerk's Office at the Palm Springs Superior Court.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See CA Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing Notice on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

**C. LUNA**

Date: 01/07/14

By: CLARITA A LUNA, Deputy Clerk

ac: cmc, nict, cmccc

1 Anthony C. Caronna / SBN 134117  
2 LAW OFFICES OF CARONNA & JOHNSON, LLP  
3 71-650 Sahara Road, Suite 2  
4 Rancho Mirage, California 92270  
5 Tel.: 760/773-4849  
6 Fax: 760/773-0849

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 07 2014

C. LUNA

7  
8 Attorney for Plaintiff

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF RIVERSIDE

11 [REDACTED]

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY; and DOES  
15 1 through 10, Inclusive,

16 Defendants.

17 Case No. **PSC 1400092**  
18 [UNLIMITED JURISDICTION]

19 COMPLAINT FOR  
20 RESTITUTION, AND DAMAGES  
21 BASED ON:

22 1) VIOLATION OF THE SONG-  
23 BEVERLY CONSUMER  
24 WARRANTY ACT,  
25 2) VIOLATION OF THE  
26 FEDERAL MAGNUSON-MOSS  
27 WARRANTY ACT;

28 DEMAND FOR JURY TRIAL

19 For cause of action against defendants Ford Motor Company; and DOES 1 through  
20 10, inclusive, hereinafter collectively referred to as "defendants," plaintiff [REDACTED]

21 [REDACTED] alleges as follows:

22 GENERAL ALLEGATIONS

23 1. Plaintiff [REDACTED] is at all relevant times an individual residing in  
24 the City of Palm Springs, County of Riverside, State of California.

25 2. Defendant Ford Motor Company is at all relevant times a foreign corporation  
26 registered to do business in the State of California, and doing business in the County of  
27 Riverside, State of California.

28 3. Plaintiff is ignorant of the true names and capacities of the defendants sued

1 herein as DOES 1 through 10 and therefore sues said defendants by such fictitious names.  
2 Each reference in this complaint to "defendant," "defendants," or a specifically named  
3 defendant refers to each of the named defendants, as well as each of the defendants sued  
4 under fictitious names. Plaintiff will amend this complaint to allege their true names and  
5 capacities when ascertained. Plaintiff is informed and believes that each of the fictitiously  
6 named defendants is legally responsible in some manner for the occurrences herein alleged,  
7 and that Plaintiff's damages were proximately caused by such occurrences.

8 4. Plaintiff is informed and believes that at all times mentioned herein  
9 defendants, and each of them, were the owners, agents, servants, employees, partners, alter  
10 ego, and/or joint venturers of their co-defendants and were at all relevant times acting within  
11 the course, scope and authority of said ownership, agency, master/servant, employment,  
12 partnership, alter ego, and/or joint venture relationship.

13 5. To the extent that any defendant is an independent contractor, Plaintiff alleges  
14 that each of the other defendants exercised such dominion and control over the manner,  
15 method, and means of the work contracted for, that the acts of any such independent  
16 contractor should by law be attributed to the principal who hired such contractor for the work  
17 performed.

18 6. On or about November 7, 2012, Plaintiff purchased a new 2013 Ford Fiesta  
19 vehicle (hereinafter the "vehicle") bearing Vehicle Identification Number  
20 3FADP48JXDM [REDACTED] from Palm Springs Motors located at 69-200 Highway 111,  
21 Cathedral City, California pursuant to the terms of a Retail Installment Sale Contract. (A true  
22 and correct copy of the Retail Installment Sale Contract is attached hereto as "Exhibit 1" and  
23 made a part hereof.)

24 7. The sale of the vehicle from Palm Springs Motors to Plaintiff was  
25 accompanied by an express warranty pursuant to Civil Code § 1791.2(a), wherein defendants  
26 undertook to provide the vehicle to Plaintiff free from defects, and to preserve or  
27 maintain the utility or performance of the vehicle, or provide compensation if there is a  
28 failure in utility or performance of the vehicle for a period of 3 years or for 36,000

1 miles, whichever occurred first, pursuant to Civil Code § 1791.2.

2 8. In addition to the express warranties contained within the sale transaction,  
3 defendants impliedly warranted to Plaintiff that the vehicle was "merchantable" within the  
4 meaning of Civil Code § 1791.1, and "fit for the purpose for which it was being purchased"  
5 within the meaning of Civil Code § 1792.1.

6 9. After Plaintiff purchased the vehicle, Plaintiff used the vehicle in accordance  
7 with the normal operation of the vehicle, and did not mishandle, misuse, or otherwise damage  
8 the vehicle.

9 10. Within the applicable express warranty and implied warranty periods, Plaintiff  
10 discovered that the vehicle was defective, and failed to perform properly, and has since failed  
11 to conform to the terms of the express warranty and implied warranties. The vehicle has been  
12 presented to Ford Motor Company's authorized repair facilities an excessive number of times  
13 for substantial defects and/or non-conformities, including but not limited to, the vehicle  
14 running "rough," repeated illumination of the check engine light, a hesitation when  
15 accelerating, inoperable gas gauge, the right rear door not closing, the front right door not  
16 closing, the vehicle "shuttering" while driving, amongst other defects. These defects cause  
17 substantial impairments to the use, value and/or safety of the vehicle to Plaintiff.

18 11. Pursuant to Civil Code § 1793.2(b), Plaintiff delivered the vehicle to Ford  
19 Motor Company's authorized service and repair facilities in California for service and repair  
20 of defects as stated above in paragraph 10.

21 12. Defendants have committed a willful violation of the Song-Beverly Consumer  
22 Warranty Act and have breached the express warranty and implied warranties described in  
23 this complaint in that the vehicle defects were not remedied after a reasonable number of  
24 attempts to do so, and defendants have refused to replace the vehicle or reimburse Plaintiff as  
25 required under Civil Code § 1793.2(d).

26 13. By letter dated November 4, 2013 Plaintiff justifiably revoked acceptance of  
27 the vehicle, Plaintiff demanded that Ford Motor Company either replace the vehicle or  
28 reimburse Plaintiff in an amount equal to the purchase price paid, less the amount directly

1 attributable to use by Plaintiff.

2 14. Plaintiff has incurred and will continue to incur damages, costs and expenses,  
3 including attorney fees, as a result of defendant's breach of express warranty and violation of  
4 the Song-Beverly Consumer Warranty Act.

5 15. Plaintiff is entitled to a civil penalty against defendants of two times the  
6 amount of actual damages for their willful violation of the Song-Beverly Consumer Warranty  
7 Act.

8 FIRST CAUSE OF ACTION

9 (Violation of the Song-Beverly Consumer Warranty Act Against Defendants -

10 Ford Motor Company; and DOES 1 through 10, Inclusive)

11 16. Plaintiff incorporates by reference each and every allegation set forth in  
12 paragraphs 1 through 15 as though fully set forth herein.

13 17. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act"),  
14 Civil Code section 1790, et seq., the vehicle constitutes "consumer goods" purchased and  
15 used primarily for personal, family or household purposes and plaintiff has used the vehicle  
16 primarily for said purposes.

17 18. Plaintiff is a "buyer" of consumer goods under the Act.

18 19. Defendant Ford Motor Company is a "manufacturer" under the Act.

19 20. Palm Springs Motors is a "seller" Defendant Ford Motor Company's  
20 authorized service and repair facility under the Act.

21 21. The sale of the vehicle to plaintiff was accompanied by implied warranty to  
22 plaintiffs that the 2013 Ford Fiesta vehicle was "merchantable" and "fit for the purpose for  
23 which it was being purchased."

24 22. The defects and nonconformities present in this vehicle when it was delivered  
25 to plaintiff manifested themselves within the applicable express warranty period and the  
26 implied warranty period. Those defects and nonconformities substantially impair the use,  
27 value and/or safety of the vehicle.

28 23. Plaintiff has delivered the vehicle to defendant manufacturer's authorized

1 repair facilities for repair of the vehicle's defects and nonconformities on numerous  
2 occasions within the express and implied warranty periods that accompanied the sale of the  
3 vehicle to plaintiff.

4 24. Defendants have been unable or unwilling to conform the vehicle to its  
5 applicable express warranty and implied warranties after a reasonable number of attempts.

6 25. Plaintiff performed all terms, conditions, covenants, promises and obligations  
7 required to be performed on Plaintiff's part under the terms of the sale agreement, and  
8 express warranty and implied warranty except for those terms, conditions, covenants,  
9 promises and obligations or payments for which performance and/or compliance has been  
10 excused by the acts and/or conduct of defendants and/or by law.

11 26. Despite Plaintiff's entitlement, defendants have refused Plaintiff's demand for  
12 restitution.

13 27. By failing to remedy the defects and nonconformities as alleged above, or to  
14 make restitution with plaintiff, defendants are in breach of their obligations under the Act.

15 28. Plaintiff is justifiably entitled to revoke acceptance of this vehicle under the  
16 Act and to receive restitution in the form of reimbursement of the purchase price paid by  
17 Plaintiff, less the amount directly attributable to use by Plaintiff prior to the discovery of the  
18 defects and/or nonconformities.

19 29. Plaintiff has suffered actual damages in the amount of \$24,878.60; an amount  
20 within the jurisdiction of this Court resulting from defendants' failure to comply with their  
21 obligations under the Act.

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

25 31. Defendants' breach of the warranty was willful and deliberate, entitling  
26 plaintiff to a civil penalty of two times the actual damages in the amount of \$49,757.20, in  
27 addition to the other amounts recovered, pursuant to Civil Code § 1794.

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SECOND CAUSE OF ACTION

(Violation of the Federal Magnuson-Moss Warranty Act

Against Defendants Ford Motor Company; and DOES 1 through 10, Inclusive)

32. Plaintiff incorporates by reference each and every allegation set forth in paragraphs 1 through 31 as though fully set forth herein.

33. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter "Warranty Act"), 15 U.S.C. section 2301(3).

34. Defendants are "suppliers" and "warrantors" as defined in the Warranty Act, 15 U.S.C. section 2301(4) and section 2301(5).

35. The vehicle is a "consumer product" as defined in the Warranty Act, 15 U.S.C. section 2301(1).

36. In addition to the express warranty, in connection with the sale of the vehicle to Plaintiff, an implied warranty of merchantability was created under California law. The vehicle's implied warranties were not disclaimed using a Buyers Guide displayed on the vehicle; thus any purported disclaimers were ineffective, pursuant to 15 U.S.C. § 2308 (c).

37. Defendants violated the Warranty Act when it breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace or repurchase the vehicle.

38. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the sale agreement, and express warranty and implied warranty except for those terms, conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of defendants and/or by law.

39. As a direct and proximate result of the acts and omissions of defendants, Plaintiff has suffered actual damages in the amount of \$24,878.60; an amount within the jurisdiction of this Court.

40. As a further direct and proximate result of the acts and omissions of defendants Plaintiff is justifiably entitled to revoke acceptance of this vehicle under the Act

1 and to receive restitution in the form of reimbursement of the purchase price paid by Plaintiff  
2 in the amount of \$24,878.60.

3 41. As a further direct and proximate result of the acts and omissions of  
4 defendants Plaintiff seeks recovery of incidental and consequential damages, including loss  
5 of use and reasonable rental car expenses, in a sum according to proof at trial.

6 42. As a further direct and proximate result of the acts and omissions of  
7 defendants, Plaintiff seeks recovery of reasonable attorney's fees and costs of suit pursuant to  
8 15 U.S.C. section 2310(d)(2) in a sum according to proof at trial.

9 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as  
10 follows:

11 ON PLAINTIFF'S FIRST CAUSE OF ACTION FOR VIOLATION OF THE SONG-  
12 BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANTS FORD  
13 MOTOR COMPANY, AND DOES 1 THROUGH 10, INCLUSIVE:

- 14 1. For actual, general, and special damages in an amount of \$24,878.60;
- 15 2. For rescission of the retail installment sale contract and restitution of all  
16 monies paid thereunder, in the amount of \$24,878.60;
- 17 3. For incidental and consequential damages, including loss of use and  
18 reasonable rental car expenses, according to proof at trial;
- 19 4. For pre-judgment interest at the legal rate;
- 20 5. For a civil penalty of up to two times actual damages in the amount of  
21 \$49,757.20;
- 22 6. For reasonable attorney's fees and costs of suit; and
- 23 7. For such further relief as the Court deems just and proper.

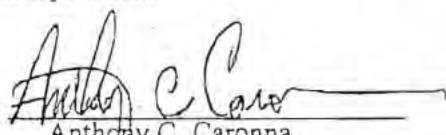
24 ON PLAINTIFF'S SECOND CAUSE OF ACTION FOR VIOLATION OF THE  
25 FEDERAL MAGNUSON-MOSS WARRANTY ACT AGAINST DEFENDANTS  
26 Ford Motor Company, AND DOES 1 THROUGH 10, INCLUSIVE:

- 27 1. For actual, general and special and damages in an amount of \$24,878.60;
- 28 2. For rescission of the retail installment sale contract and restitution of all

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- monies paid thereunder, in the amount of \$24,878.60;
- 3. For incidental and consequential damages, including loss of use and reasonable rental car expenses, according to proof at trial;
- 4. For pre-judgment interest at the legal rate;
- 5. For reasonable attorney's fees and costs of suit; and
- 6. For such further relief as the Court deems just and proper.

Dated: December 31, 2013      LAW OFFICES OF CARONNA & JOHNSON, LLP  
Attorneys at Law

By:   
Anthony C. Caronna  
Attorney for Plaintiff

# EXHIBIT 1

**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)**

DEAL 2165762  
923

Dealer Number

Contract Number

R.O.S. Number 28392

Stock Number 132336

Buyer Name and Address (Including County and Zip Code) PALM SPRINGS CA RIVERSIDE COUNTY	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address) PALM SPRINGS MOTORS, INC. 69-200 HIGHWAY 111 CATHEDRAL CITY, CA 92234
--	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2013	FORD	10	3FADP4BJXD7	<input type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
5.90 %	\$ 3229.45 (e)	\$ 16754.15	\$ 19983.60 (e)	\$ 24878.60 (e)
(e) means an estimate				

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of \$ N/A	N/A	N/A
One Payment of \$ N/A	N/A	N/A
Payments	277.55	Monthly, Beginning 2/22/12
Payments	N/A	Monthly, Beginning 1/22/2018
One Final Payment	277.55	1/22/2018

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.  
Security Interest. You are giving a security interest in the vehicle being purchased.  
Additional Information. See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**STATEMENT OF INSURANCE**

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

Term	Premium
\$ N/A Ded. Comp., Fire & Theft	\$ N/A
\$ N/A Ded. Collision	\$ N/A
Bodily Injury	\$ N/A
Property Damage	\$ N/A
Medical	\$ N/A
Total Vehicle Insurance Premiums	\$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

1. Total Cash Prices

A. Cash Price of Motor Vehicle and Accessories	\$ 19,985.00 (A)
1. Cash Price Vehicle	\$ 18,985.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe	N/A
Describe	N/A
B. Document Processing Charge (not a governmental fee)	\$ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	\$ 795.00 (D)
E. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid)	\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid)	\$ N/A (H)
I. Sales Tax (on taxable items in A through H)	\$ 1,539.15 (I)
J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)	\$ 26.00 (J)
K. (Optional) Service Contract (to whom paid)	\$ N/A (K)
L. (Optional) Service Contract (to whom paid)	\$ N/A (L)
M. (Optional) Service Contract (to whom paid)	\$ N/A (M)
N. (Optional) Service Contract (to whom paid)	\$ N/A (N)
O. (Optional) Service Contract (to whom paid)	\$ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to	

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Application for Optional Credit Insurance**

Credit Life     Buyer     Co-Buyer     Both  
 Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	N/A	\$ N/A
Credit Disability	N/A	\$ N/A
Total Credit Insurance Premiums		\$ N/A (b)

Insurance Company Name: GENERAL SYS SOLUTION

Home Office Address:

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree

F. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (R)  
 S. Other (to whom paid) N/A (S)  
 For N/A \$ 425.15 (1)  
**Total Cash Price (A through S)** \$ 425.15 (1)

**2. Amounts Paid to Public Officials**  
 A. Vehicle License Fees \$ 123.00 (A)  
 B. Registration/Transfer/Titling Fees \$ 101.00 (B)  
 C. California Tire Fees \$ 0.00 (C)  
 D. Other N/A \$ 0.00 (D)  
**Total Official Fees (A through D)** \$ 224.00 (2)

**3. Amount Paid to Insurance Companies**  
 (Total premiums from Statement of Insurance column a + b) \$ N/A (3)

**4. State Emissions Certification Fee or State Emissions Exemption Fee** \$ N/A (4)

**5. Subtotal (1 through 4)** \$ 1649.15 (5)

**6. Total Downpayment** \$ 4500.00 (A)  
 A. Agreed Trade-In Value: Yr 2006 Make TOYO  
 Model XXA Odom 48424  
 VIN XXXXXXXXXXXX  
 B. Less Prior Credit or Lease Balance (e) \$ N/A (B)  
 C. Net Trade-In (A less B) (indicate if a negative number) \$ 4500.00 (C)  
 D. Deferred Downpayment \$ N/A (D)  
 E. Manufacturer's Rebate \$ 338.00 (E)  
 F. Other N/A \$ N/A (F)  
 G. Cash \$ N/A (G)  
**Total Downpayment (C through G)** \$ 4335.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

**7. Amount Financed (5 less 6)** \$ 16784.15 (7)

**SELLER ASSISTED LOAN**  
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.  
 Proceeds of Loan From: N/A  
 Amount \$ N/A Finance Charge \$ N/A  
 Total \$ N/A Payable in N/A installments of \$ N/A  
 from this loan is shown in item 6D.

**AUTO BROKER FEE DISCLOSURE**  
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:  
 Name of autobroker receiving fee, if applicable:  
N/A

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.  
 Buyer  Co-Buyer

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.  
 Buyer Signs X    
 Co-Buyer Signs X

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA Year NA SELLER'S INITIALS \_\_\_\_\_

**YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.**  
**FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.**  
 S/S X

**Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.  
 Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any amount of the contract is obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.  
 Buyer Signature X   Co-Buyer Signature X

**Notice to buyer:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).** You want to buy the credit insurance.  
 Date X N/A Age \_\_\_\_\_  
 Buyer Signature \_\_\_\_\_  
 Date X N/A Age \_\_\_\_\_  
 Co-Buyer Signature \_\_\_\_\_

**OPTIONAL GAP CONTRACT** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 10 of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.  
 Term N/A Mos. N/A  
 I want to buy a gap contract.   
 Buyer Signs X

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.  
 1K Company N/A Term N/A Mos. or N/A Miles \_\_\_\_\_  
 1L Company N/A Term N/A Mos. or N/A Miles \_\_\_\_\_  
 1M Company N/A Term N/A Mos. or N/A Miles \_\_\_\_\_  
 1N Company N/A Term N/A Mos. or N/A Miles \_\_\_\_\_  
 1O Company N/A Term N/A Mos. or N/A Miles \_\_\_\_\_  
 Buyer X

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.  
 Buyer Signs X    
 Co-Buyer Signs X

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD. FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X \_\_\_\_\_

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any coverage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature \_\_\_\_\_ Co-Buyer Signature X \_\_\_\_\_

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X \_\_\_\_\_ Co-Buyer Signature X \_\_\_\_\_

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION. California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. 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 PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X \_\_\_\_\_ Date 11/07/12 Co-Buyer Signature X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but 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 Signature X \_\_\_\_\_ Address \_\_\_\_\_

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X \_\_\_\_\_ Date \_\_\_\_\_ Guarantor X \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs \_\_\_\_\_ Date \_\_\_\_\_ By X \_\_\_\_\_ Title \_\_\_\_\_

LAW FORM NO. 553-CA-ARB (REV. 7/12) U.S. PATENT NO. 6,848,732  
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CUSTOMER/TRUTH IN LENDING COPY

Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

Applicable Law. Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

All insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts. This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance most cover our interest in the vehicle. If you do not give the insurance we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest in the vehicle. If you have insurance coverage, you must have either type of insurance.

# Case Print Report

**Case Number** CAS-2804680-S4G0H0

**Case Opened Date** 7/12/2013 5:57 PM

**Case Closed Date** 7/24/2013

**Case Status** Resolved

**Case Last Modified** 7/24/2013 1:15 PM

**Responsible Team** Tier 1 Inbound

**Case Classification** Vehicle Concern > Buyback Request > California Vehicle > 12 Model Years or Newer

**Customer Name** [REDACTED]

**Customer Number** [REDACTED]  
[REDACTED]

PALM SPRINGS

CA

**Email** [REDACTED]

**Dealer** Palm Springs Ford-Lincoln

**VIN** 3FADP4BJXDM [REDACTED]

**Year** 2013

**Make** FORD

**Model** FIESTA

**Body Style** P4B - SE 4-DR SEDAN

## Symptom

**Level 1** Driver Aides & Information

**Level 2** Warning Indicators/Messages/Chimes

**Level 3** Service Engine Soon (engine image)

**Level 4** Stays On





# Case Print Report

Case Number CAS-2804680-S4G0H0

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

-OBC PALM SPRINGS FORD- SPOKE W/ SA VENICA- VEHICLE HAS BEEN RETURNED TO THE CUSTOMER- SHE WILL EMAIL RO OVER

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

-RECEIVED DEALER REPORT FROM PALM SPRINGS FORD

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

-RECEIVED DEALER REPORT FROM PALM SPRINGS FORD

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

After review, at this time, it appears this vehicle does not meet the requirements for repurchase / replacement; transferred to RES for review

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

Reviewed information. At this time Ford believes the vehicle does not qualify for repurchase or replacement under the CA State Lemon Law.

FordCRMAppUserAccount CRM 7/22/2013 9:32 AM

-DRS, BOB  
-Submitted RAV for handling

Bryan Stellfox 7/24/2013 1:15 PM

OBC to Dealer at (760) 328-2102 - Spoke with Venecia - Advised that vehicle is no longer in service. Advised door latch was replaced due to failure. Customer is not currently mentioning any trans issues.

OBC to Customer at [REDACTED] - Spoke with [REDACTED] - Customer advised his vehicle is no longer at dealer. Asked if customer had ongoing issues. Customer advised his transmission was still having concerns. After description, advised customer of DCPS trans characteristics. Then advised customer that Ford would not be buying vehicle back. Customer advised he has gotten "squat" from beginning to end. Advised when purchasing vehicle, dealer refused to let customer leave, would not give him his keys to his original vehicle, and he signed the papers just to get it over with. Customer also advised the fuel mileage was a joke. Customer advised he drove city miles only, and only took short trips. Advised that this can cause low fuel economy. Advised customer of fueleconomy.gov for further information. Customer thanked CSM for "a whole lot of nothing" and disconnected call.

Closing case.

# Case Print Report

Case Number CAS-2804680-S4G0H0

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_transferescalate	Transfer / Escalate
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_transferescalate	Transfer to CCT
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_transferescalate	Transfer / Escalate
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_schedulefollowup	RES-S-Lawrence Wells
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_calemonlawprocessing	UploadRAVFast
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_schedulefollowup	Dir Rpt- Lawrence Wells
FordCRMAppUserAccount CRM	7/22/2013 9:32 AM	fmc_schedulefollowup	RO Needed- Lawrence Wells
Bryan Stellfox	7/24/2013 1:15 PM	fmc_closecase	Close Case
Bryan Stellfox	7/24/2013 1:15 PM	fmc_transferescalate	Transfer / Escalate
Bryan Stellfox	7/24/2013 1:15 PM	incidentresolution	Case Resolution



Law Offices  
**CARONNA & JOHNSON, LLP**  
A Limited Liability Partnership  
ATTORNEYS AT LAW / CONSUMER ADVOCATES

REPLY TO  
71-650 Sahara Rd., Suite 2  
Rancho Mirage, California 92270  
TELEPHONE (760) 773-4849  
FACSIMILE (760) 773-0849

Inland Empire Office  
2068 Orange Tree Lane  
Suite 215  
Redlands, CA 92374  
(909) 357-4849

Imperial Valley Office  
722 S. Imperial Avenue  
Suite 6  
Calexico, CA 92231  
(760) 352-5122

November 4, 2013

**Ford Motor Company**  
Consumer Affairs Division  
PO Box 9248 MD-3NE-B  
Dearborn, MI 48126

**Sent via Certified U.S. Mail**

Re: [REDACTED]  
Vehicle: 2013 Ford Fiesta  
VIN #: 3FADP48JXDM [REDACTED]  
Date of Sale: November 7, 2012

13 NOV -7 P1:48  
CONSUMER AFFAIRS  
SECTION

Dear Gentilepersons,

We have been retained to represent the above named client regarding his claims and rights related to the purchase of the above referenced 2013 Ford Fiesta. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to:

- a "hesitation" while driving;
- a recall - reprogram restraint control module;
- the engine runs "rough;"
- fuel gauge inoperable;
- repeated illumination of the check engine light is on;
- passenger front door will not latch;
- a "shaking" feeling when accelerating;
- the right rear door not opening/closing;
- amongst other defects.

**The defects present during the express warranty period substantially impair the safety, in addition to the use and value of the vehicle. The vehicle is still not fixed.**

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period, but Ford has been unable to

do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act**, Cal. Civ. Code § 1793.2(d)(2) and/or Cal. Civ. Code § 1794, the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and remedies for breach of warranty under **California UCC §§ 2313, 2315**; provisions concerning sales of goods and the warranties of merchantability and fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and fitness for a particular purpose; said warranties, which accompanied the sale of this vehicle to our client.

Our client is due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. Our client hereby exercises his free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law; and hereby revokes acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our client.

Very truly yours,

**CARONNA & JOHNSON, LLP**  
Attorneys at Law

By: 

Anthony C. Caronna, Esq.

ACC/mr  
Enc.

CUSTOMER # [REDACTED]

309834

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PALM SPRINGS, CA  
HOME: [REDACTED]  
BUS: [REDACTED]

CONT: N/A  
CELL: [REDACTED]

PAGE 1

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1663 RYAN KALANI OAR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		258/555	T5604

DEL DATE	PROD DATE	WARR EXP	PROMISED	PONO	RATE	PAYMENT	INV DATE
07NOV12	07SEP12	07NOV2017	17:00	07DEC12		CASH	10DEC12

R/O OPENED: [REDACTED] HEADY: [REDACTED] OPTIONS: STK:13FS3.6 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL  
 A CUSTOMER STATES THAT IT HESITATES AND STRUGGLES TO ENGAGE WHILE NORMAL DRIVING.

CAUSE:  
 UTV UNABLE TO VERIFY

961 INFO (N/C)  
 555 INSPECTED AND TESTED SYSTEM- NO CODES, ROAD TESTED WITHN SCAN TOOL, UNABLE TO VERIFY ANY ABNORMAL TRAMNS CONCERNS AT THIS TIME, NPF

B CUSTOMERS STATES REAR PASSENGER DOOR WILL NOT OPEN FROM INSIDE

CAUSE:  
 NC NO LABOR CHARGE

961 INFO (N/C)  
 555 0.50 INSPECTED AND DIAG CONCERN TO CHILD SAFETY LOCK IS ACTIVATED, UNLOCKED CHILD SAFETY LOCK, RETEST, PASS.

C PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

961 INFO (N/C)  
 GBATT BATTERY GOOD

961 INFO (N/C)  
 GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)

961 INFO (N/C)  
 GTIRE CHECKED AND OK (7/32" OR GREATER)

961 INFO (N/C)

D SERVICE COURTESY WASH

WASH SERVICE COURTESY WASH

99 INFO (N/C)

E PREWRITE #113972  
 INFO ONLY

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

"For your convenience  
 our hours are"  
 Service & Parts  
 Monday - Friday  
 7:00 A.M. - 5:30 P.M.  
 Saturday  
 7:00 A.M. - 4:00 P.M.  
 (760) 328-2372

CUSTOMER SIGNATURE  
 I acknowledge notice and oral approval of an increase in the original estimated price.  
 SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT.  
 CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.  
 NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER SIGNATURE  
 X

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

309834

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PALM SPRINGS, CA [REDACTED]  
HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 2

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1663 RYAN KALANI OAR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		258/555	T5604

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DD17SEP12	07NOV2017	17:00 07DEC12			CASH	10DEC12

R.O. OPENED	READY	OPTIONS:	LIST	NET	TOTAL
08:11 06DEC12	07:54 10DEC12	STK:13FS36 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)			(N/C)

\*\*\*\*\*

EST: 0.00      06DEC12 08:11 SA: 1663

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Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE	GAS, OIL, LUBE	0.00
	I acknowledge notice and oral approval of an increase in the original estimated price.	SUBLET AMOUNT	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	MISC. CHARGES	0.00
	CUSTOMER SIGNATURE	TOTAL CHARGES	0.00
X		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

313266

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PALM SPRINGS, CA [REDACTED]

PAGE 1

BAR # ARD003521

EPA # CAD981573991

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:760 [REDACTED]

SERVICE ADVISOR: 1613 WALTER R CORONADO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		2059/2059	T5418

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DD17SEP12	07NOV2017	17:00 23JAN13			CASH	25JAN13

R/O OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	12C26	REPROGRAM	RESTRAINT CONTROL MODULE				

CAUSE: RCALL

12C26B REPROGRAM THE RESTRAINT CONTROL MODULE (RCM)

747 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE: 12C26

AUTH CODE:

00644

2059 RCALL PERFORMED RECALL 12C26 REPROGRAMING OF RESTRAINT CONTROL

MODULE. HOOKED UP IDS AND PERFORMED RECALIBRATION OF RCM MODULE

RE-TESTED AND PASSED.

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE

IN ALL TIRES

CAUSE: MPI

Q99P PERFORM MULTI-POINT INSPECTION-CHECK, SET

AND DOCUMENT TIRE PRESSURE IN ALL TIRES

747 INFO (N/C)

GBATT BATTERY GOOD

747 INFO (N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR

7/32), (DRUM: OVER 2MM OR 3/32)

747 INFO (N/C)

GTIRE CHECKED AND OK (7/32" OR GREATER)

747 INFO (N/C)

2059 MPI PERFORMED MULTI-POINT INSPECTION AND SET TIRES AT 32 PSI

\*\*\*\*\*

C FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)

CAUSE: MAINT

1LOF FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)

747IFOIL (N/C)

1 FL\*910\*SB12 OIL FILTER (N/C)

5 XO\*5W20\*DSP 5W20 OIL (N/C)

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Saturday  
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(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
CUSTOMER SIGNATURE		TOTAL CHARGES	
X		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY



CUSTOMER #: [REDACTED]

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INVOICE

PAGE 2

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA

HOME [REDACTED] CONT:N/A

BUS: [REDACTED] CELL [REDACTED]

SERVICE ADVISOR: 1613 WALTER R CORONADO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM[REDACTED]		2059/2059	T5418

DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DL17SEP12	07NOV2017	17:00 23JAN13			CASH	25JAN13

R.O. OPENED	READY	OPTIONS:	LIST	NET	TOTAL
09:16 23JAN13	08:02 25JAN13	STK:13FS36 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)			

2059 MAINT 0.40 PERFORMED OIL AND FILTER CHANGE SERVICE. TOP-OFF FLUIDS AND PERFORMED MULTI-POINT INSPECTION.

\*\*\*\*\*  
D TRUNK FEELS LIKE IT CAUGHT ON SOMETHING CHECK AND ADVISE CAUSE:

NC NO LABOR CHARGE

747 INFO (N/C)

2059 DURING VISUAL INSPECTION OF CARGO AREA. FOUND TRUNK TRIM RUBBING AGAINST WEATHERSTRIP OF TRUNK. REMOVED AND REPOSITION AND RE-TESTED AND PASSED.

\*\*\*\*\*

E\*\* PREWRITE 113018

INFO ONLY

747 INFO (N/C)

\*\*\*\*\*

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Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
\$	\$
X	
CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	
CUSTOMER SIGNATURE	
X	

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

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

321528

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PALM SPRINGS, CA

PAGE 1

BAR # ARD003521

EPA # CAD981573991

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		4317/4347	T3937

DEL DATE	PROD DATE	WARR EXP	PROMISED	PONO	RATE	PAYMENT	INV DATE
07NOV12	17SEP12	07NOV2017	17:00	07MAY13		CASH	09MAY13

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)  
 15:01 07MAY13 07:16 09MAY13  
 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER REPORTS WHILE AT AN IDLE VEHICLE RUNS VERY ROUGH

CAUSE: NPF

NTF NO TROUBLE FOUND

530 INFO (N/C)

4347 NPF 12/12=NPF NKOEO-PASS,NKOER-PASS,NKOEC-PASS,EEC V SYS

TEST,KOEO,KOER,INSTALL SCAN TOOL TO ROAD TEST AND MONITOR

READINGS ADVISED WRITER-ALL PIDS WITHIN SPECS AT THIS TIME,RETEST

SYS-PASS,CLEAR KAM

\*\*\*\*\*

B CUSTOMER REPORTS WHEN FILLING UP THE FUEL TANK IT REGISTERED FULL

THEN THE NEXT MORNING REGISTERED AT 1/2 TANK

CAUSE: NPF

NTF NO TROUBLE FOUND

530 INFO (N/C)

4347 NPF 12/12=NPF INSTALL SCAN TOOL TO TEST INSTRUMENT

CLUSTER-PASS,CK FUEL GAUGE OPERATION-PASS,ADVISED WRITER-FUEL GUGE AT

JUST OVER 1/4 FULL,ADD 6 GALS GAS,GAUGE READS FULL,ALLOW TO SIT

OVERNIGHT-GAUGE READS FULL

\*\*\*\*\*

C CUSTOMER REPORTS VEHICLE HESITATES ON AN ACCEL

CAUSE: NPF

NTV UNABLE TO VERIFY

530 INFO (N/C)

4347 NPF 12/12=NPF CK OASIS AND SSM-NONE FOUND,ROAD TEST AND

ADVISED WRITER-UNABLE TO DUPLICATE ABNORMAL HESITATION AT THIS TIME

\*\*\*\*\*

D CUSTOMER REPORTS VEHICLE ONLY GETS 21 MPG- ADVISE

CAUSE: NPF

NTF NO TROUBLE FOUND

530 INFO (N/C)

4347 NPF 12/12=MPG TEST ADVISED WRITER-INSTALL SCAN TOOL TO ROAD

TEST AND COMPLETE FUEL ECONOMY TEST=ROAD TEST 18MI,AC ON,CITY DRIVING=

38.9MPG(SEE ATTACHED)

\*\*\*\*\*

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
CUSTOMER SIGNATURE		TOTAL CHARGES	
X		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

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Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

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SIGNATURE COPY

CUSTOMER #: [REDACTED]

321528

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
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PAGE 2

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA [REDACTED]

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		4317/4347	T3937

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DD17SEP12	07NOV2017	17:00 07MAY13			CASH	09MAY13

R.O. OPENED      READY      OPTIONS: STK:13FS36 DLR:05574  
 15:01 07MAY13      07:16 09MAY13      ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)

E PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE

IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND  
 DOCUMENT TIRE PRESSURE IN ALL TIRES

530 INFO

(N/C)

4347 PERFORM MPI, TIRES TO 32PSI

\*\*\*\*\*

F SERVICE COURTESY WASH

WASH SERVICE COURTESY WASH

99 INFO

(N/C)

\*\*\*\*\*

G DATE AND TIME NOTIFIED OF COMPLETION

NOTIFIED 5.08.13

99 INFO

(N/C)

\*\*\*\*\*

H ENTERPRISE RENT-A-CAR

RENTAL ENTERPRISE RENT-A-CAR

99 INFO

(N/C)

\*\*\*\*\*

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	0.00
	X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.		GAS, OIL, LUBE	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		SUBLET AMOUNT	0.00
	CUSTOMER SIGNATURE		MISC. CHARGES	0.00
	X		TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
		SALES TAX	0.00	
		PLEASE PAY THIS AMOUNT	0.00	

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SIGNATURE COPY

CUSTOMER #: [REDACTED]

323923

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
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PALM SPRINGS, CA

PAGE 1

BAR # ARD003521

EPA # CAD981573991

CONT: N/A  
CELL: [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		5132/5141	T4523	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07NOV12	DD17SEP12	07NOV2017	16:00 10JUN13			CASH	12JUN13

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)  
 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER REPORTS THE CHECK ENGINE LIGHT IS ON

CAUSE	DESCRIPTION	TIME	STATUS
CC42	12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L	530 WF	(N/C)
	12650D80 PID RECORDER/MONITOR TEST - L	530 WF	(N/C)
	12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L	530 WF	(N/C)
	12650D25 MASS AIRFLOW SENSOR ASSEMBLY (MAF) - REPLACE (12B579) - L	530 WF	(N/C)
	12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L	530 WF	(N/C)
	EXTRA TIME TO REPEAT FINAL QUICK TEST		
	1 3L3Z*12B579*BA SENSOR ASY		(N/C)

MISC LOANER - ERAC #022953  
PO#323923

5141 CC42 12/12=12B579 NKOE-PASS, NKOER-PASS, YKOE-P0171, EEC V SYS  
 TEST KOEO KOER, INSTALL SCAN TOOL TO ROAD TEST AND MONITOR READINGS, FUEL  
 PRESS TEST, PINPOINT TEST DC22-INSPECT AND NEC TO REPL MAF SENSOR FOR  
 IRRATIC VOLTAGES AT TIMES ON ACCELL, RESET KAM, RETEST SYS-PASS  
 \*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE  
 IN ALL TIRES  
 99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND  
 DOCUMENT TIRE PRESSURE IN ALL TIRES

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 Saturday  
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 (760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE  
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 SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT.  
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SIGNATURE COPY

CUSTOMER #: [REDACTED]

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www.palmspringsmotors.com

PALM SPRINGS, CA [REDACTED]

PAGE 2

BAR # ARD003521

EPA # CAD981573991

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL: [REDACTED] 6 [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		5132/5141	T4523

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DI17SEP12	07NOV2017	16:00 10JUN13			CASH	12JUN13

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 09:44 10JUN13 08:45 12JUN13 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)

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

530 INFO  
 GBATT BATTERY GOOD (N/C)  
 530 INFO (N/C)  
 GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)  
 530 INFO (N/C)  
 GTIRE CHECKED AND OK (7/32" OR GREATER)  
 530 INFO (N/C)  
 5141 PERFORM MPI, TIRES TO 32PSI

C. DATE AND TIME NOTIFIED OF COMPLETION  
 NOTIFIED DATE AND TIME NOTIFIED OF COMPLETION  
 530 INFO (N/C)

D. SERVICE COURTESY WASH  
 WASH SERVICE COURTESY WASH  
 530 INFO (N/C)

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	0.00
	X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
	I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	0.00
	CUSTOMER SIGNATURE		TOTAL CHARGES	0.00
	X		LESS INSURANCE	0.00
			SALES TAX	0.00
			PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

326231

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PAGE 1

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		5624/5624	T8794

DEL DATE	PROD DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07NOV12	DE17SEP12	07NOV2017	17:00	09JUL13		CASH	15JUL13

B/O OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)  
 12:12 09JUL13 16:57 15JUL13

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER REPORTS THE RIGHT REAR DOOR WILL NOT CLOSE

CAUSE: 5426412

27406B TRIM PANEL-REAR DOOR - REMOVE AND INSTALL

(27406/27407) - L

1618 WF (N/C)

27406B5 LATCH-REAR DOOR - REPLACE (26412/264A00)

- L

1618 WF (N/C)

1 BE8Z\*5426412\*B LOCK ASY (N/C)

FC: B15 41

PART#: BE8Z\*5426412\*B

COUNT:

CLAIM TYPE:

AUTH CODE:

00704

MISC LOANER - ERAC#023192

PO#326231

WF (N/C)

5624 5426412 42 VERIFIED RIGHT REAR DOOR WILL NOT CLOSE. INSPECTED

AND FOUND RIGHT REAR DOOR LATCH TO BE BINDING AND NOT ABLE TO LATCH.

REMOVED RIGHT REAR DOOR TRIM PANEL.REMOVED EXTERIOR DOOR HANDLE.

REMOVED RIGHT REAR DOOR MODULE. REMOVED AND REPLACED DOOR LATCH.

REINSTALLED DOOR MODULE, EXTERIOR DOOR HANDLE AND DOOR TRIM PANEL.

RETESTED, PASSED.

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE

IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND

DOCUMENT TIRE PRESSURE IN ALL TIRES

1618 INFO (N/C)

GBATT BATTERY GOOD

1618 INFO (N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR

7/32), (DRUM: OVER 2MM OR 3/32)

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.		MISC. CHARGES	
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		TOTAL CHARGES	
CUSTOMER SIGNATURE		LESS INSURANCE	
X		SALES TAX	
		PLEASE PAY THIS AMOUNT	

"For your convenience our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

326231

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PAGE 2

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA [REDACTED]

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:[REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		5624/5624	T8794

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07NOV12	DD17SEP12	07NOV2017	17:00	09JUL13		CASH	15JUL13

R.O. OPENED	READY	OPTIONS:	STK:	DLR:	LIST	NET	TOTAL
12:12	09JUL13	16:57	15JUL13	STK:13FS36	DLR:05574		
LINE OPCODE		TECH TYPE		HOURS		(More...)	
				TRN:POWER SHIFT 6 SPD AUTO TRANS		1)U-PM	

GTIRE CHECKED AND OK (7/32" OR GREATER)

1618 INFO (N/C)

5624 PERFORMED MPI AND SET TIRE PRESSURE TO 32 PSI.

\*\*\*\*\*

C SERVICE COURTESY WASH

WASH SERVICE COURTESY WASH

99 INFO (N/C)

\*\*\*\*\*

D DATE AND TIME NOTIFIED OF COMPLETION

NOTIFIED 7 15 13

99 INFO (N/C)

\*\*\*\*\*

E ENTERPRISE RENT-A-CAR

RENTAL 4 DAYS ESP RENTAL-REPAIR #A

99 INFO (N/C)

\*\*\*\*\*

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	0.00
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	0.00
CUSTOMER SIGNATURE		TOTAL CHARGES	0.00
X		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

330615

Palm Springs Motors, Inc.

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

INVOICE

PAGE 1

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1684 ROBERT C BUCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]		6515/6515	T6475

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07NOV12	DE17SEP12	07NOV2017	17:00	04SEP13		CASH	11SEP13

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:13FS36 DLR:05574  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)  
 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A COSYOMER STATES PASS FRONT DOOR WILL NOT LARCH  
CAUSE: 5421812 (01)

23943A TRIM PANEL - FRONT DOOR - REMOVE AND  
INSTALL (23942/23943) - L

821 OMAR, RODRIGEZ LIC#: A  
WF (N/C)

23943A6 LATCH ASSEMBLY - FRONT DOOR - REPLACE  
(21812/21813/219A64/219A65) - L

821 OMAR, RODRIGEZ LIC#: A  
WF (N/C)

1 BEBZ\*5421812\*B LATCH (N/C)

FC: L06 01

PART#: BEBZ\*5421812\*B

COUNT:

CLAIM TYPE:

AUTH CODE:

006712

MISC LOANER - ERAC#023669

PO#330615

WF (N/C)

6515 5421812 (01) INSPECTED VEHICLE VERIFIED CUSTOMER CONCERN FOUND

RIGHT FRONT DOOR WOULD NOT CLOSE, INSPECTED LATCH FOUND IT WAS BROKEN

INTERNALLY, REMOVED RIGHT FRONT DOOR PANEL, REMOVED OUTSIDE DOOR

HANDLE, REMOVED WINDOW FROM REGULATOR, REMOVED AND REPLACED BROKEN

RIGHT FRONT DOOR LATCH, REINSTALL WINDOW TO REGULATOR, REINSTALL

OUTSIDE DOOR HANDLE, REINSTALL DOOR PANEL. RETEST PASS

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE

IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND

DOCUMENT TIRE PRESSURE IN ALL TIRES

821 OMAR, RODRIGEZ LIC#: A

INFO (N/C)

GBATT BATTERY GOOD

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
CUSTOMER SIGNATURE		TOTAL CHARGES	
X		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY





CUSTOMER #: 203447

334367

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringmotors.com

\*INVOICE\*

PAGE 1

BAR # ARD003521

EPA # CA0981573991

PALM SPRINGS, CA

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 1503 VENEISHA FOSTER

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Includes vehicle details like RUBY RED, 13, FORD FIESTA, 3FADP4BJXDM, 7033/7036.

Table with columns: DEL DATE, PROD. DATE, WARR. EXP., PROMISED, PO NO., RATE, PAYMENT, INV. DATE. Includes dates like 07NOV12, 17SEP12, 07NOV2017, 17:00, 23OCT13.

R.O. OPENED READY OPTIONS: STK:13FS36 DLR:05574
ENG:1.6L TIVCT DURATECH DOHC I4
TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)

17:25 22OCT13 10:38 23OCT13
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A CUSTOMER REPORTS THE VEHICLE SHUTTERS ON AN ACCEL
CAUSE: 7B546 CC 14
S15 TRANSMISSION (GRP 1)
961 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
008074

7036 7B546 CC 14 INSPECTED AND VERIFIED CONCERN, PERFORMED TSB
13-9-4- AND REPROGRAMMEND PCM, TCM, ADAPTIVE STRATAGY RELEARN,
INSPECTED FOR LEAKS, NONE ROAD TESTED, ISS A AND B LOWER THAN 250 RPM.
PASS.

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE
IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND
DOCUMENT TIRE PRESSURE IN ALL TIRES
961 INFO (N/C)

GBATT BATTERY GOOD
961 INFO (N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR
7/32), (DRUM: OVER 2MM OR 3/32)
961 INFO (N/C)

GTIRE CHECKED AND OK (7/32" OR GREATER)
961 INFO (N/C)

C SERVICE COURTESY WASH
WASH SERVICE COURTESY WASH
99 INFO (N/C)

D DATE AND TIME NOTIFIED OF COMPLETION
NOTIFIED 10.23.13
99 INFO (N/C)



LINCOLN



"For your convenience our hours are"

Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

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

Thank You
CUSTOMER COPY

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

CUSTOMER #: [REDACTED]

334367

*Palm Springs Motors, Inc.*

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringsmotors.com

\*INVOICE\*

PAGE 2

BAR # ARD003521

EPA # CAD981573991

PALM SPRINGS, CA

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1503 VENEISHA FOSTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RUBY RED	13	FORD FIESTA	3FADP4BJXDM [REDACTED]	[REDACTED]	7033/7036	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07NOV12	17SEP12	07NOV2017	17:00	23OCT13		CASH	23OCT13

R.O. OPENED	READY	OPTIONS:					
17:25 22OCT13	10:38 23OCT13	STK:13FS36 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)U-PM (More...)					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

E ENTERPRISE RENT-A-CAR  
RENTAL ENTERPRISE RENT-A-CAR  
99 INFO (N/C)  
\*\*\*\*\*



LINCOLN



mazda

*"For your convenience our hours are"*

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		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
X		PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE  
I acknowledge notice and oral approval of an increase in the original estimated price.  
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.  
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

*Thank You*  
CUSTOMER COPY

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.



**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT: FORD MOTOR COMPANY; and DOES 1  
(AVISO AL DEMANDADO):** through 10, Inclusive

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

OCT 02 2013

**C. LUNA**

**YOU ARE BEING SUED BY PLAINTIFF: [REDACTED]  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California  
County of Riverside - Unlimited Civil  
3255 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

CASE NUMBER  
(Número de caso) **PSC 1301504**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Anthony C. Caronna / SBN 134117 760/773-4849 tel. 760/773-0849 fax  
Caronna & Johnson, LLP  
Attorneys at Law  
Rancho Mirage, CA 92270

**C. LUNA**

DATE: **OCT 02 2013** Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): **FORD MOTOR COMPANY**  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
3255 E. Tahquitz Cyn Way  
Palm Springs, CA 92262  
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR ALL PURPOSES

KORINA K WILLIS VS FORD MOTOR COMPANY

CASE NO. PSC [REDACTED]

This case is assigned to Judge John G Evans in Department PS1 for all purposes.

The Case Management Conference is scheduled for 04/01/14 at 8:30 a.m. in Department PS1.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(a)(2) shall be filed in accordance with that section.

Effective July 29, 2013, this case will be transferred to the Palm Springs Court located at 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262, as follows:

Judge John G. Evans will be assigned to Department PS1.  
Judge David M. Chapman will be assigned to Department PS2.  
Commissioner David E. Gregory will be assigned to Department PS3.

All documents filed in this case on or after July 29, 2013, must be filed in the Clerk's Office at the Palm Springs Superior Court.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See CA Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing Notice on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

**C. LUNA**

Date: 10/02/13

By: CLARITA A LUNA, Deputy Clerk

ac: cmc,nict,cmccc

1 Anthony C. Caronna / SBN 134117  
LAW OFFICES OF CARONNA & JOHNSON, LLP  
2 71-650 Sahara Road, Suite 2  
Rancho Mirage, California 92270  
3 Tel.: 760/773-4849  
Fax: 760/773-0849  
4

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

5 Attorney for Plaintiff

OCT 02 2013

C. LUNA

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF RIVERSIDE

10 PSC 1301504

11 [REDACTED],

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY; and DOES  
1 through 10, Inclusive,

15 Defendants.  
16  
17  
18

Case No.:  
[UNLIMITED JURISDICTION]

COMPLAINT FOR  
RESTITUTION, AND DAMAGES  
BASED ON:

1) VIOLATION OF THE SONG-  
BEVERLY CONSUMER  
WARRANTY ACT;  
2) VIOLATION OF THE  
FEDERAL MAGNUSON-MOSS  
WARRANTY ACT;

DEMAND FOR JURY TRIAL

19 For cause of action against defendants Ford Motor Company; and DOES 1 through  
20 10, inclusive, hereinafter collectively referred to as "defendants," plaintiff [REDACTED]  
21 alleges as follows:

22 GENERAL ALLEGATIONS

23 1. Plaintiff [REDACTED] is at all relevant times an individual residing in the  
24 City of La Quinta, County of Riverside, State of California.

25 2. Defendant Ford Motor Company is at all relevant times a foreign corporation  
26 registered to do business in the State of California, and doing business in the County of  
27 Riverside, State of California.

28 3. Plaintiff is ignorant of the true names and capacities of the defendants sued

1 herein as DOES 1 through 10 and therefore sues said defendants by such fictitious names.  
2 Each reference in this complaint to "defendant," "defendants," or a specifically named  
3 defendant refers to each of the named defendants, as well as each of the defendants sued  
4 under fictitious names. Plaintiff will amend this complaint to allege their true names and  
5 capacities when ascertained. Plaintiff is informed and believes that each of the fictitiously  
6 named defendants is legally responsible in some manner for the occurrences herein alleged,  
7 and that Plaintiff's damages were proximately caused by such occurrences.

8 4. Plaintiff is informed and believes that at all times mentioned herein  
9 defendants, and each of them, were the owners, agents, servants, employees, partners, alter  
10 ego, and/or joint venturers of their co-defendants and were at all relevant times acting within  
11 the course, scope and authority of said ownership, agency, master/servant, employment,  
12 partnership, alter ego, and/or joint venture relationship.

13 5. To the extent that any defendant is an independent contractor, Plaintiff alleges  
14 that each of the other defendants exercised such dominion and control over the manner,  
15 method, and means of the work contracted for, that the acts of any such independent  
16 contractor should by law be attributed to the principal who hired such contractor for the work  
17 performed.

18 6. On or about March 11, 2011, Plaintiff purchased a new 2011 Ford Fiesta  
19 vehicle (hereinafter the "vehicle") bearing Vehicle Identification Number  
20 3FASP48J9BM [REDACTED] from Palm Springs Motors located at 69-200 Highway 111, Cathedral  
21 City, California pursuant to the terms of a Retail Installment Sale Contract. (A true and  
22 correct copy of the Retail Installment Sale Contract is attached hereto as "Exhibit 1" and  
23 made a part hereof.)

24 7. The sale of the vehicle from Palm Springs Motors to Plaintiff was  
25 accompanied by an express warranty pursuant to Civil Code § 1791.2(a), wherein defendants  
26 undertook to provide the vehicle to Plaintiff free from defects, and to preserve or  
27 maintain the utility or performance of the vehicle, or provide compensation if there is a  
28 failure in utility or performance of the vehicle for a period of 3 years or for 36,000



1 miles, whichever occurred first, pursuant to Civil Code § 1791.2.

2 8. In addition to the express warranties contained within the sale transaction,  
3 defendants impliedly warranted to Plaintiff that the vehicle was "merchantable" within the  
4 meaning of Civil Code § 1791.1, and "fit for the purpose for which it was being purchased"  
5 within the meaning of Civil Code § 1792.1.

6 9. After Plaintiff purchased the vehicle, Plaintiff used the vehicle in accordance  
7 with the normal operation of the vehicle, and did not mishandle, misuse, or otherwise damage  
8 the vehicle.

9 10. Within the applicable express warranty and implied warranty periods, Plaintiff  
10 discovered that the vehicle was defective, and failed to perform properly, and has since failed  
11 to conform to the terms of the express warranty and implied warranties. The vehicle has been  
12 presented to Ford Motor Company's authorized repair facilities an excessive number of times  
13 for substantial defects and/or non-conformities, including but not limited to, drive train  
14 issues; loss of power; repeated illumination of the check engine light; a defective fuel filler  
15 door; the batteries not holding charge; inoperable power locks; amongst other defects. These  
16 defects cause substantial impairments to the use, value and/or safety of the vehicle to  
17 Plaintiff.

18 11. Pursuant to Civil Code § 1793.2(b), Plaintiff delivered the vehicle to Ford  
19 Motor Company's authorized service and repair facilities in California for service and repair  
20 of defects as stated above in paragraph 10.

21 12. Defendants have committed a willful violation of the Song-Beverly Consumer  
22 Warranty Act and have breached the express warranty and implied warranties described in  
23 this complaint in that the vehicle defects were not remedied after a reasonable number of  
24 attempts to do so, and defendants have refused to replace the vehicle or reimburse Plaintiff as  
25 required under Civil Code § 1793.2(d).

26 13. By letter dated August 10, 2013 Plaintiff justifiably revoked acceptance of the  
27 vehicle, Plaintiff demanded that Ford Motor Company either replace the vehicle or reimburse  
28 Plaintiff in an amount equal to the purchase price paid, less the amount directly attributable to

1 use by Plaintiff.

2 14. Plaintiff has incurred and will continue to incur damages, costs and expenses,  
3 including attorney fees, as a result of defendant's breach of express warranty and violation of  
4 the Song-Beverly Consumer Warranty Act.

5 15. Plaintiff is entitled to a civil penalty against defendants of two times the  
6 amount of actual damages for their willful violation of the Song-Beverly Consumer Warranty  
7 Act.

8 FIRST CAUSE OF ACTION

9 (Violation of the Song-Beverly Consumer Warranty Act Against Defendants  
10 Ford Motor Company; and DOES 1 through 10, Inclusive)

11 16. Plaintiff incorporates by reference each and every allegation set forth in  
12 paragraphs 1 through 15 as though fully set forth herein.

13 17. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act"),  
14 Civil Code section 1790, et seq., the vehicle constitutes "consumer goods" purchased and  
15 used primarily for personal, family or household purposes and plaintiff has used the vehicle  
16 primarily for said purposes.

17 18. Plaintiff is a "buyer" of consumer goods under the Act.

18 19. Defendant Ford Motor Company is a "manufacturer" under the Act.

19 20. Palm Springs Motors is a "seller" Defendant Ford Motor Company's  
20 authorized service and repair facility under the Act.

21 21. The sale of the vehicle to plaintiff was accompanied by implied warranty to  
22 plaintiffs that the 2011 Ford Fiesta vehicle was "merchantable" and "fit for the purpose for  
23 which it was being purchased."

24 22. The defects and nonconformities present in this vehicle when it was delivered  
25 to plaintiff manifested themselves within the applicable express warranty period and the  
26 implied warranty period. Those defects and nonconformities substantially impair the use,  
27 value and/or safety of the vehicle.

28 23. Plaintiff has delivered the vehicle to defendant manufacturer's authorized

1 repair facilities for repair of the vehicle's defects and nonconformities on numerous  
2 occasions within the express and implied warranty periods that accompanied the sale of the  
3 vehicle to plaintiff.

4 24. Defendants have been unable or unwilling to conform the vehicle to its  
5 applicable express warranty and implied warranties after a reasonable number of attempts.

6 25. Plaintiff performed all terms, conditions, covenants, promises and obligations  
7 required to be performed on Plaintiff's part under the terms of the sale agreement, and  
8 express warranty and implied warranty except for those terms, conditions, covenants,  
9 promises and obligations or payments for which performance and/or compliance has been  
10 excused by the acts and/or conduct of defendants and/or by law.

11 26. Despite Plaintiff's entitlement, defendants have refused Plaintiff's demand for  
12 restitution.

13 27. By failing to remedy the defects and nonconformities as alleged above, or to  
14 make restitution with plaintiff, defendants are in breach of their obligations under the Act.

15 28. Plaintiff is justifiably entitled to revoke acceptance of this vehicle under the  
16 Act and to receive restitution in the form of reimbursement of the purchase price paid by  
17 Plaintiff, less the amount directly attributable to use by Plaintiff prior to the discovery of the  
18 defects and/or nonconformities.

19 29. Plaintiff has suffered actual damages in the amount of \$25,212.00; an amount  
20 within the jurisdiction of this Court resulting from defendants' failure to comply with their  
21 obligations under the Act.

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

25 31. Defendants' breach of the warranty was willful and deliberate, entitling  
26 plaintiff to a civil penalty of two times the actual damages in the amount of \$50,424.00, in  
27 addition to the other amounts recovered, pursuant to Civil Code § 1794.

28 ///



1 and to receive restitution in the form of reimbursement of the purchase price paid by Plaintiff  
2 in the amount of \$25,212.00.

3 41. As a further direct and proximate result of the acts and omissions of  
4 defendants Plaintiff seeks recovery of incidental and consequential damages, including loss  
5 of use and reasonable rental car expenses, in a sum according to proof at trial.

6 42. As a further direct and proximate result of the acts and omissions of  
7 defendants, Plaintiff seeks recovery of reasonable attorney's fees and costs of suit pursuant to  
8 15 U.S.C. section 2310(d)(2) in a sum according to proof at trial.

9 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as  
10 follows:

11 ON PLAINTIFF'S FIRST CAUSE OF ACTION FOR VIOLATION OF THE SONG-  
12 BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANTS FORD  
13 MOTOR COMPANY; AND DOES 1 THROUGH 10, INCLUSIVE:

- 14 1. For actual, general, and special damages in an amount of \$25,212.00;
- 15 2. For rescission of the retail installment sale contract and restitution of all  
16 monies paid thereunder, in the amount of \$25,212.00;
- 17 3. For incidental and consequential damages, including loss of use and  
18 reasonable rental car expenses, according to proof at trial;
- 19 4. For pre-judgment interest at the legal rate;
- 20 5. For a civil penalty of up to two times actual damages in the amount of  
21 \$50,424.00;
- 22 6. For reasonable attorney's fees and costs of suit; and
- 23 7. For such further relief as the Court deems just and proper.

24 ON PLAINTIFF'S SECOND CAUSE OF ACTION FOR VIOLATION OF THE  
25 FEDERAL MAGNUSON-MOSS WARRANTY ACT AGAINST DEFENDANTS  
26 Ford Motor Company; AND DOES 1 THROUGH 10, INCLUSIVE:

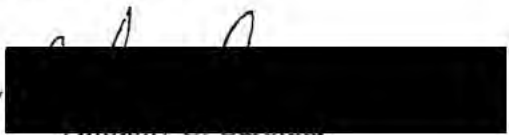
- 27 1. For actual, general and special and damages in an amount of \$25,212.00;
- 28 2. For rescission of the retail installment sale contract and restitution of all

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- monies paid thereunder, in the amount of \$25,212.00;
- 3. For incidental and consequential damages, including loss of use and reasonable rental car expenses, according to proof at trial;
- 4. For pre-judgment interest at the legal rate;
- 5. For reasonable attorney's fees and costs of suit; and
- 6. For such further relief as the Court deems just and proper.

Dated: September 30, 2013

CARONNA & JOHNSON, LLP  
Attorneys at Law

By   
Attorney for Plaintiff

# **EXHIBIT 1**

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

DEAL 2150142

Dealer Number 923

Contract Number

PREMIUM CARE

R.O.S. Number 22700 17

Stock Number 11593

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[REDACTED] LA QUINTA CA RIVERSIDE COUNTY	[REDACTED]	PALM SPRINGS MOTORS INC. 69-200 HIGHWAY 111 CATHEDRAL CITY, CA 92234

you, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2011	FIESTA FORD	147	3FA0P48J98M [REDACTED]	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
7.90 %	The dollar amount the credit will cost you. \$ 4507.31 (e)	The amount of credit provided to you or on your behalf. \$ 20704.69	The amount you will have paid after you have made all payments as scheduled. \$ 25212.00(e)	The total cost of your purchase on credit, including your down payment of \$ 0.00 is \$ 25212.00(e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	N/A
One Payment of	N/A	N/A
59 Payments	\$ 20 20	Monthly, Beginning 04/25/2011
Payments	N/A	Monthly, Beginning N/A
One Final Payment	\$ 20 20	03/25/2015

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 16430.00 (A)
1. Cash Price Vehicle	\$ 16430.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Preparation Fee (not a governmental fee)	\$ 55.00 (B)
C. Smog Fee Paid to Seller	\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid) N/A	\$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid) N/A	\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid) N/A	\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid) N/A	\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid) N/A	\$ N/A (H)
I. Sales Tax (on taxable items in A through H)	\$ 1132.00 (I)
J. Optional DMV Electronic Filing Fee	\$ 29.00 (J)
K. (Optional) Service Contract (to whom paid) PREMIUM CARE	\$ 2000.00 (K)
L. (Optional) Service Contract (to whom paid) N/A	\$ N/A (L)
M. (Optional) Service Contract (to whom paid) N/A	\$ N/A (M)
N. (Optional) Service Contract (to whom paid) N/A	\$ N/A (N)
O. (Optional) Service Contract (to whom paid) N/A	\$ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to	\$ 469.25 (P)
(see downpayment and trade-in calculation)	

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos	\$ N/A
\$ N/A Ded. Collision	N/A Mos	\$ N/A
Bodily Injury	\$ N/A Limits / N/A Mos	\$ N/A
Property Damage	\$ N/A Limits / N/A Mos	\$ N/A
Medical	N/A Mos	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [REDACTED]  
Co-Buyer X [REDACTED]  
Seller PALM SPRINGS MOTORS INC.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

Credit Life     Buyer     Co-Buyer     Both  
 Credit Disability (Buyer Only)

	Term	Exp	Premium
Credit Life	N/A Mos	N/A	\$ N/A
Credit Disability	N/A Mos	N/A	\$ N/A
Total Credit Insurance Premiums			\$ N/A (b)
Insurance Company Name	N/A		

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for



Q. (Optional) Gap Contract (to whom paid) N/A \$ N/A (Q)  
 R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (R)  
 S. Other (to whom paid) N/A \$ N/A (S)  
 For N/A

Total Cash Price (A through S) \$ 20425.59 (1)

2. Amounts Paid to Public Officials

A. License Fees \$ 150.00 (A)  
 B. Registration/Transfer/Titling Fees \$ 89.00 (B)  
 C. California Tire Fees \$ 0.00 (C)  
 D. Other N/A \$ 0.00 (D)  
 Total Official Fees (A through D) \$ 279.00 (2)

3. Amount Paid to Insurance Companies  
(Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4.  Smog Certification or  Exemption Fee Paid to State \$ N/A (4)

5. Subtotal (1 through 4) \$ 20704.59 (5)

6. Total Downpayment

A. Agreed Trade-in Value Yr 2003 Make LINE \$ 9000.00 (A)  
 Model AVIA Odome 82830  
 VIN 5LMEU624237

B. Less Prior Credit or Lease Balance \$ 9969.25 (B)  
 C. Net Trade-in (A less B) (indicate if a negative number) \$ 969.25 (C)  
 D. Deferred Downpayment \$ N/A (D)  
 E. Manufacturer's Rebate \$ N/A (E)  
 F. Other N/A \$ N/A (F)  
 G. Cash \$ 500.00 (G)  
 Total Downpayment (C through G) \$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 20704.59 (7)

reached your 65th birthday (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).** You want to buy the credit insurance.

Date	Buyer Signature	Age
	<u>N/A</u>	
Date	Co-Buyer Signature	Age
	<u>N/A</u>	

**OPTIONAL GAP CONTRACT** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X N/A

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company PROTECH CARE  
Term 84 Mos. or 10000 Miles

1L Company N/A  
Term N/A Mos. or N/A Miles

1M Company N/A  
Term N/A Mos. or N/A Miles

1N Company N/A  
Term N/A Mos. or N/A Miles

1O Company N/A  
Term N/A Mos. or N/A Miles

Buyer \_\_\_\_\_

**SELLER ASSISTED LOAN**  
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A Payable in N/A installments of \$ N/A

from this Loan is shown in item 6D.

**AUTO BROKER FEE DISCLOSURE**  
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:  
NA

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer \_\_\_\_\_ X  
Co-Buyer \_\_\_\_\_

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X \_\_\_\_\_  
Co-Buyer Signs X \_\_\_\_\_

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA SELLER'S INITIALS \_\_\_\_\_

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

**WARNING:**  
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE 'COVERAGE' YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

\_\_\_\_\_ X

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

\_\_\_\_\_ Co-Buyer Signature X \_\_\_\_\_

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.



# Case Print Report

**Case Number** CAS-2915030-T1H9N5

**Case Opened Date** 8/2/2013 12:55 PM

**Case Closed Date** 9/5/2013

**Case Status** Resolved

**Case Last Modified** 9/5/2013 1:02 PM

**Responsible Team** Tier 2 CCT

**Case Classification** Dealer - Vehicle Concern > Legal > Request For Consumer Affairs Review

**Customer Name** [REDACTED]

**Customer Number** [REDACTED]

[REDACTED]

LA QUINTA CA 92253

**Email** [REDACTED]

**Dealer** Palm Springs Ford-Lincoln

**VIN** 3FADP4BJ9BM [REDACTED]

**Year** 2011 **Make** FORD

**Model** FIESTA **Body Style** P4B - SE 4-DR SEDAN

## Symptom

**Level 1** Safe & Secure

**Level 2** Latches/Locks

**Level 3** Door

**Level 4** OTHER

# Case Print Report

Case Number CAS- [REDACTED]

Agent Name	Note Last Modified
CRM Admin Team	8/2/2013 12:55 PM
"By Geoffrey Hill" - CUSTOMER HAS HAD 2 DIFFERENT LATCHES FAIL ON HIS 2011 FORD FIESTA. BOTH THE LR AND RR HAVE FAILED. THE LAST TIME HE HAD HIS YOUNG DAUGHTER IN THE BACK SEAT AND WHEN GOING AROUND A CORNER HE HAD THE REAR DOOR OPEN ON IT'S OWN. HE STATES HE IS VERY SCARED TO DRIVE THE VEHICLE AND FEELS WITH ALL THE HISTORY OF VEHICLE CONCERNS, HE WANTS FORD TO BUY BACK.	
Bryan Stellfox	8/6/2013 2:31 PM
OB Email to SM Bryan - Requested ROs for good faith assessment.	
OBC to Customer at (760) 345-5163 - Left VM with contact info and case no.	
Bryan Stellfox	8/15/2013 6:58 PM
OB Email to SM Bryan - Advised CSM still needed ROs. Deadline is looming.	
Bryan Stellfox	9/5/2013 1:02 PM
OBC to Customer at [REDACTED] - Male answered phone - Advised very abruptly that we needed to contact his attorney. Told CSM to never call back here.	

Closing case.

# Case Print Report

Case Number CAS [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Bryan Stellfox	8/15/2013 6:58 PM	fmc_schedulefollowup	Korina Willis 8/14
Bryan Stellfox	9/5/2013 1:00 PM	fmc_schedulefollowup	Korina Willis 8/30
Bryan Stellfox	9/5/2013 1:02 PM	fmc_closecase	Close Case
Bryan Stellfox	9/5/2013 1:02 PM	incidentresolution	Case Resolution

# Case Print Report

Case Number MRS- [REDACTED]

Case Opened Date 5/28/2011 7:15 AM

Case Closed Date 7/13/2013

Case Status Resolved

Case Last Modified 7/15/2013 10:01 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > ROADSIDE ASSISTANCE > ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Customer Name [REDACTED]

Customer Number [REDACTED]

LA QUINTA

CA

Email [REDACTED]

Dealer

VIN 3FADP4BJ9BM [REDACTED]

Year 2011

Make FORD

Model FIESTA

Body Style P4B - SE 4-DR SEDAN

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

# Case Print Report

Case Number MRS-01894814811415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	5/28/2011 7:15:00 AM
DISPATCH COMPLETE			
ROADSIDE ASSISTANCE-TIRE CHANGE	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	1/1/2013 11:36:00 PM
DISPATCH COMPLETE			
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	4/3/2013 12:33:00 AM
DISPATCH COMPLETE			
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	5/27/2013 12:32:00 AM
DISPATCH COMPLETE			
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	7/13/2013 7:06:00 AM
DISPATCH COMPLETE			

### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

Report Detail Section : [View Details](#)

[Attachments: 0](#)

**Report# :** BE5AM016 NHL

**Received:** 05/31/2011

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:** 2011,FIESTA (NA) ,SE ,4  
DOOR ,SEDAN ,3FADP4BJ9BM XXXXXXXXXX

**Build Date:** 05/31/2010

**Odometer :** 2,875 M

**Engine:**

1.6L  
SIGMA

**Calibration:** BCH1A10A

**Transmission:** 6SP PS195

**Axle:**

**A/C:** YES

**Dealer:** USA 05574 Palm Springs Ford-Lincoln

**Phone#:** (760) 328-2102

**City:** Cathedral City

**State:**

California

**Country :** USA

**Originator:** RUBEN GONZALES

**Symptom:** 4 42 5 00 ST/RN/MV,MOVING,NO ENGAGE,UNKNOWN

**Status:**

**VFG:** V48 GOOD AUTOMATIC TRANSMISSION

**Additional Symptom:** INTERMITTENT ENGAGEMENT

**Fix: Y**

**Causal Component :**

PROCESSOR ASSY -- RPR

**Condition Code:**

**Hotliner:** AGILL18

**Phone:**

**Regn Cd:** W1 Los Angeles

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:** RUBEN GONZALES

**Phone:** 760 328-2102

**Title Cde:** T



**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR** 05/31/2011 12:44PM AGILL18

WEB FORM DATA - CONCERN: TOWED IN, CUSTOMER STATES THAT TRANS HAS NO FORWARD OR REVERSE INTERMITTENTLY.... DIAGNOSTICS: NO CODES, ROAD TESTED-TRANS HAS ALL GEARS, I DID HEAR SOME GRINDING/RATTLE TYPE NOISE JUST BEFORE I COME TO A COMPLETE STOP IN FORWARD OR REVERSE...VISUAL INSEPTION =PASS. PARTS REPLACED:: NONE TECH QUESTION: DOES HOTLINE HAVE ANY INFO ON THIS TYPE OF CONCERN, SUGGESTIONS OR RECOMMENDATIONS? DESCRIBE TYPE OF NOISE OR VIBRATION AND CONDITIONS IT OCCURS UNDER: WAS CHASSIS EARS OR EVA USED AND IF YES, WHAT WERE THE RESULTS? HAS NOISE OR VIBRATION BEEN COMPARED TO A LIKE VEHICLE?

**RECOMM 05/31/2011 12:44PM AGILL18**

RUBEN, THERE HAVE BEEN PAST REPORTS OF THIS CONCERN. PLEASE REFERENCE

href='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUM Q.ASP?FLAVOR=DEALERS&SZARTICLE=11-05-24' TARGET='\_BLANK'>TSB 11-05-24 TO ADDRESS THIS CONDITION. ONCE COMPLETED, PERFORM AN EXTENDED ROAD TEST. IF THE CONCERN REPEATS AND ALL STEPS OF THE TSB WERE COMPLETED, TRANSMISSION ASSEMBLY REPLACEMENT WILL BE NECESSARY.

**REPAIR 06/01/2011 03:31PM JSTOUT20**

TECHNICIAN REPLY: PERFORMED TSB, RETEST, PASS

**RECOMM 06/01/2011 03:31PM JSTOUT20**

RUBEN, IF YOU CANNOT DUPLICATE ANY FURTHER CONCERNS AT THIS TIME AND THE BATTERY VOLTAGE DOES NOT DROP BELOW 9.6 VOLTS DURING CRANKING, RELEASE THE VEHICLE TO THE CUSTOMER AFTER NECESSARY DEALER PAPER WORK IS COMPLETED. IF YOU DETERMINE THAT THE BATTERY IS WEAK, BATTERY REPLACEMENT WOULD BE RECOMMENDED. IF YOU NEED ANYTHING ELSE, JUST

LET US KNOW. THANK YOU.

**TECH/C** 06/02/2011 01:33PM SURVEY ENTRY MSS - FCSD - TECH SVC HOTLINE

TECH COMMENTS: REFLASH OF PCM

**AUDIT** 07/02/2011 11:07AM

SYMPTOM 5 03 1 53 CHANGED TO 4 42 5 00 BY CS012093

Download Options

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

**File Report To This Folder**

**File Report To A Folder**

**Add Comments**

**Previous**

**Next**

**Save**

**Mail Report**

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**Requester:** DALBANIC

Report Summary

**Server:** ECCVWS962

**Ford Proprietary, Private**

14-Oct-2013

**Retention:** None

Anthony C. Caronna  
Paul J. Johnson



Law Offices  
**CARONNA & JOHNSON, LLP**  
A Limited Liability Partnership  
ATTORNEYS AT LAW / CONSUMER ADVOCATES

REPLY TO  
71-650 Sahara Rd., Suite 2  
Rancho Mirage, California 92270  
TELEPHONE (760) 773-4849  
FACSIMILE (760) 773-0849

**Inland Empire Office**  
2068 Orange Tree Lane  
Suite 215  
Redlands, CA 92374  
(909) 357-4849

**Imperial Valley Office**  
722 S. Imperial Avenue  
Suite 6  
Calexico, CA 92231  
(760) 352-5122

August 10, 2013

**Ford Motor Company**  
Consumer Affairs Division  
PO Box 9248 MD-3NE-B  
Dearborn, MI 48126

Sent via Certified U.S. Mail and Via Facsimile (866) 212-5425

Re: [REDACTED]  
Vehicle: 2011 Fiesta Ford  
VIN #: 3FADP4BJ9BM [REDACTED]  
Date of Sale: March 11, 2011

3  
13 AUG 15 P1:22  
CONSUMER AFFAIRS  
SECTION

Dear Gentlepersons,

We have been retained to represent the above named client regarding her claims and rights related to the purchase of the above referenced 2011 Ford Fiesta. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to, drive train issues; loss of power; check engine light on; fuel filler door; battery failed; power locks; amongst other defects. **The defects present during the express warranty period substantially impair the safety**, in addition to the use and value of the vehicle. The vehicle is still not fixed.

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period, but Ford has been unable to do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act**, Cal. Civ. Code § 1793.2(d)(2) and/or **Cal. Civ. Code** §1794, the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and remedies for breach of warranty under **California UCC** §§ 2313, 2315; provisions concerning sales of goods and the warranties of merchantability and fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and fitness for a particular purpose; said warranties, which accompanied the sale of this vehicle to our client.

Our client is due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. Our client hereby exercises her free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law; and hereby revoke acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our client.

Very truly yours,

**CARONNA & JOHNSON, LLP**  
Attorneys at Law

By: \_\_\_\_\_

  
Anthony C. Caronna, Esq.

ACC/mv  
Enc.

CUSTOMER #: [REDACTED]

269799

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234

PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

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

SERVICE ADVISOR: 1510 MARK GRIFFITH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		2875/2888	T9667	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 31MAY11			CASH	31MAY11
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
17:23	27MAY11	18:25	31MAY11	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)			

A CUSTOMER STATES TRANSMISSION HAS LOST ALL FORWARD AND REVERSE GEARS  
 CAUSE: INSPECTED ANDTESTED SYSTEM- NO CODES, PERFROEMD TSB 11-5-24, AND  
 REPROGRAMMED PCM, TCM...PERFROEMD TR, SHIFT DRUM, CLUTCH  
 RELEARN PROCEDUR

110524A REPROGRAM THE PCM & TCM.INCLUDES TIME  
 PERFORM ADAPTIVE  
 961 WF

(N/C)

FC: P83 04  
 PART#: 7Z369  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 8074

2888 RECAL CC D4 INSPECTED ANDTESTED SYSTEM- NO CODES, PERFROEMD  
 TSB 11-5-24, AND REPROGRAMMED PCM, TCM...PERFROEMD TR, SHIFT DRUM,  
 CLUTCH RELEARN PROCEDURE AS OUTLINED IN TSB, PERFORMED DRIVECYCLE ROAD  
 TEST, RETETS, PASS

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE  
 IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND  
 DOCUMENT TIRE PRESSURE IN ALL TIRES  
 961 INFO

(N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR  
 7/32), (DRUM: OVER 2MM OR 3/32)  
 961 INFO

(N/C)

GTIRE CHECKED AND OK (7/32" OR GREATER)  
 961 INFO

(N/C)

GBATT BATTERY GOOD  
 961 INFO

(N/C)

NOTIFIED 05.31.2011  
 961 INFO

(N/C)

2888 TIRE PRESSURE SET AT 32 PSI

"For your convenience our hours are"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$		LABOR AMOUNT
Service & Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372	X	CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price. SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS

SIGNATURE COPY

CUSTOMER #: [REDACTED]

269799

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234

PAGE 2

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

CONT:N/A

SERVICE ADVISOR: 1510 MARK GRIFFITH

BUS:	COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1		2875/2888	T9667
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 31MAY11			CASH	31MAY11

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574
17:23 27MAY11	18:25 31MAY11	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)
LINE OPCODE	TECH TYPE	HOURS	LIST NET TOTAL

C SERVICE COURTESY WASH  
 WASH SERVICE COURTESY WASH  
 961 INFO (N/C)

\*\*\*\*\*

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.	GAS, OIL, LUBE	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	SUBLET AMOUNT	0.00
	CUSTOMER SIGNATURE	MISC. CHARGES	0.00
X		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

275336

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234

BAR # ARD003521

EPA # GAD981573991

LA QUINTA, CA

PAGE 1

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

SERVICE ADVISOR: 1624 GENEVIEVE CINDRICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		5230/5230	T7542	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		15:00 12AUG11			CASH	15AUG11

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574			
11:15 12AUG11	17:00 15AUG11	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)			
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)  
 1LOF FIRST VISIT OIL/FILTER CHANGE (NO CHARGE)  
 505IFOIL (N/C)  
 1 FL\*910\*SB12 OIL FILTER (N/C)  
 4 5W20 OIL (N/C)  
 5230 0.40 PERFORMED OIL AND FILTER CHANGE.

B CUSTOMER STATES A/C IS NOT COOLING AS QUICKLY AS IT DID WHEN FIRST PURCHASED  
 CAUSE: UNABLE TO VERIFY CUSTOMER CONCERN AT THIS TIME. CHECKED OASIS. PERFORMED VISUAL INSPECTION FOR ANY LEAKS. VEHICLE TAKING LONGER TO COOL DU  
 UTV UNABLE TO VERIFY  
 505 INFO (N/C)  
 5230 UNABLE TO VERIFY CUSTOMER CONCERN AT THIS TIME. CHECKED OASIS. PERFORMED VISUAL INSPECTION FOR ANY LEAKS. VEHICLE TAKING LONGER TO COOL DUE TO HIGH AMBIENT TEMPRATURES. NOTHING ABNORMAL FOUND AT THIS TIME.

C PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES  
 99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES  
 505 INFO (N/C)  
 GBATT BATTERY GOOD  
 505 INFO (N/C)  
 GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)  
 505 INFO (N/C)  
 GTIRE CHECKED AND OK (7/32" OR GREATER)  
 505 INFO (N/C)  
 5230 SET TIRE PRESSURES TO 34 PSI.

D ON MULIT POINT INSP PLEASE CHECK TIRE PRESSURE LIGHT - CUSTOMER

"For your convenience our hours are"  Service & Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	
	X	CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price. SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
	X		PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

275336

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234

PAGE 2

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL:

SERVICE ADVISOR: 1624 GENEVIEVE CINDRICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		5230/5230	T7542	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		15:00 12AUG11			CASH	15AUG11
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					
11:15 12AUG11	17:00 15AUG11	ENG:1.6L TIVCT DURATECH DOHC I4					
LINE OPCODE TECH TYPE HOURS						TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)	
LIST	NET	TOTAL					

STATES IT IS ON

INFO ONLY

505 INFO (N/C)  
\*\*\*\*\*

E SERVICE COURTESY WASH  
WASH SERVICE COURTESY WASH

505 INFO (N/C)  
\*\*\*\*\*

F DATE AND TIME NOTIFIED OF COMPLETION  
NOTIFIED 8.12.11

505 INFO (N/C)  
\*\*\*\*\*

G PLEASE REFER TO PREWRITE 88855  
INFO ONLY

505 INFO (N/C)  
\*\*\*\*\*

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.		GAS, OIL, LUBE	0.00
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		SUBLET AMOUNT	0.00
CUSTOMER SIGNATURE		MISC. CHARGES	0.00
X		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS

SIGNATURE COPY



CUSTOMER #: [REDACTED]

319067

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		29788/29796	T9725	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 10APR13			CASH	17APR13

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574			
13:26 05APR13	16:11 16APR13	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)			
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON

CAUSE: HIGH RESITANCE AT C1100A.(14A068)X2

110524A REPROGRAM THE PCM & TCM.INCLUDES TIME  
PERFORM ADAPTIVE

678 WF

(N/C)

MT MT110524 M-TIME FOR ADDITIONAL DIAGNOSIS.

678 WF

(N/C)

FC: E29 04

PART#: 7Z369

COUNT:

CLAIM TYPE:

AUTH CODE:

00166

29788 HIGH RESITANCE AT C1100A.(14A068)X2 WARRANTY CHECK FOR CODES KOEO PASS CONTINUOS P0700. CHECK OASIS FOUND TSB 11-5-23. INSPECT GROUND BOLTS, PASSED. TSB 11-5-24. CHECK BATTERY VOLTAGE AND TEST BATTERY, FAILED. SEE RELATED LINE FOR BATTERY. CHECK RESISTANCE OF BATTERY CABLES AND FOUND HIGH RESISTANCE AT C1100A. REPLACED MEGA FUSE PANEL ON BATTERY LINE. RETEST, PASSED. REPROGRAM PCM AND TCM. TRANS RELEARN. CLEARED CODES RETEST PASSED. M-TIME FOR ADDITIONAL DIAGNOSIS AND TO PERFORM TSB 11-5-23.

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

CAUSE: MPI.

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

678 INFO

(N/C)

GBATT BATTERY BAD

678 INFO

(N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)

678 INFO

(N/C)

GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	
	X		PARTS AMOUNT	
	CUSTOMER SIGNATURE		GAS, OIL, LUBE	
	I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.		MISC. CHARGES	
	NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		TOTAL CHARGES	
	CUSTOMER SIGNATURE		LESS INSURANCE	
	X		SALES TAX	
			PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: 220945

319067

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

LA QUINTA, CA

PAGE 2

BAR # ARD003521

EPA # CAD981573991

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELI [REDACTED]

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		29788/29796	T9725	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 10APR13			CASH	17APR13

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574				
13:26 05APR13	16:11 16APR13	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

LESS)  
678 INFO (N/C)  
29795 MPI. MPI. FRONT AND REAR TIRE PREASSURES 32PSI.  
\*\*\*\*\*  
C SERVICE COURTESY WASH  
WASH SERVICE COURTESY WASH  
99 INFO (N/C)  
\*\*\*\*\*  
D PREWRITE 109655  
INFO ONLY  
99 INFO (N/C)  
\*\*\*\*\*  
E\*\* PLEASE PERFORM RECALL 12C26  
CAUSE: 12C26 RECALL  
12C26B REPROGRAM THE RESTRAINT CONTROL  
MODULE (RCM)  
678 WF (N/C)  
FC: PART#: COUNT:  
CLAIM TYPE: 12C26  
AUTH CODE:  
00166  
29788 12C26 RECALL 12C26B .2 REPROGRAM PCM PER RECALL  
\*\*\*\*\*  
F\*\* CUSTOMER STATES THE FUEL DOOR DOES NOT CLOSE  
CAUSE: FUEL FILLER DOOR HOUSING BROKEN.(5427936)01  
ADD ADD ON LINE  
678 WF (N/C)  
MT MT27936 M-TIME TO REPLACE (N/C)  
678 WF (N/C)  
P101 BASIC PAINT OPERATION - ONE COLOR - L (N/C)  
99 WF (N/C)  
P27 FUEL DOOR (405A26) - L (N/C)  
99 WF (N/C)  
1 AE8Z\*54405A26\*A DOOR - FUEL TANK FILLER

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	S	S	LABOR AMOUNT	
	X		PARTS AMOUNT	
	<small>CUSTOMER SIGNATURE</small> <small>I acknowledge notice and oral approval of an increase in the original estimated price.</small>		GAS, OIL, LUBE	
	<small>SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.</small>		SUBLET AMOUNT	
	<small>CUSTOMER SIGNATURE</small>		MISC. CHARGES	
	X		TOTAL CHARGES	
			LESS INSURANCE	
		SALES TAX		
		PLEASE PAY THIS AMOUNT		

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS

SIGNATURE COPY

CUSTOMER #: [REDACTED]

319067

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 3

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		29788/29796	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 10APR13			CASH	17APR13
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					

13:26 05APR13 16:11 16APR13  
 ENG:1.6L TIVCT DURATECH DOHC I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)

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

SUBL OSL TO PALM SPRINGS MOTORS AUTOBODY #20 PO#245460 PO#245460  
PO#319067

WF

(N/C)

FC:

29788 FUEL FILLER DOOR HOUSING BROKEN.(5427936)01 WARRANTY FOUND  
 FUEL FILLER DOOR HOUSING BROKEN. DOOR BROKE WHEN TRYING TO REMOVE FROM  
 HOUSING. REMOVED FUEL FILLER NECK AND REPLACED FUEL FILLER DOOR AND  
 HOUSING. REASSEMBLE RETEST PASSED. OSL TO PALM SPRINGS MOTORS AUTO BODY  
 ON INV#20 TO REFINISH FUEL FILLER DOOR. M-TIME FOR MISSING LABOR OP.

\*\*\*\*\*

G\*\* RESET OIL CHANGE REMINDER

CAUSE: OIL CHANGE LIGHT ON.

NC NO LABOR CHARGE

678 INFO

(N/C)

29788 OIL CHANGE LIGHT ON. 0.00 RESET OIL CHANGE LIGHT.

\*\*\*\*\*

H\*\* CUSTOMER STATES AT FREEWAY SPEEDS THE VEHICLE IS ALL OVER THE ROAD,  
CHK AND ADV

CAUSE: BOTH REAR SHOCKS LEAKING.(18125)63

ADD ADD ON LINE

678 WF

(N/C)

18125AT SHOCK ABSORBER - REAR - REMOVE AND  
INSTALL OR REPLACE (18125) - L

678 WF

(N/C)

2 BE8Z\*18125\*A SHOCK ABSORBER ASY

(N/C)

4 \*W708828\*S442 BOLT - HEX.HEAD

(N/C)

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	
	X		PARTS AMOUNT	
	CUSTOMER SIGNATURE		GAS, OIL, LUBE	
	I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
	CUSTOMER SIGNATURE		TOTAL CHARGES	
	X		LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

319067

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 4

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		29788/29796	T9725	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DL24MAY10		17:00 10APR13			CASH	17APR13

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574				
13:26 05APR13	16:11 16APR13	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	*W713343	*S442	BOLT				(N/C)

FC: H21 D8  
PART#: BE8Z\*18125\*A  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
00166

29795 BOTH REAR SHOCKS LEAKING. (18125)63 WARRANTY TEST DRIVE TO VERIFY CUSTOMER CONCERN. LIFT VEHICLE AND INSPECT SUSPENSION COMPONENTS AND FOUND BOTH REAR SHOCKS LEAKING AND NOT OPERATING PROPERLY. RPLACED BOTH REAR SHOCKS. RETEST PASSED.

\*\*\*\*\*

I\*\* CUSTOMER STATES THE LEFT FRONT CALIPER IS NOT RELEASING PROPERLY. JUST REPLACED THE FRONT PADS AND THE LEFT FRONT WOULD NOT COMPRESS EASILY, CHK AND ADV  
CAUSE: LEFT FRONT CALIPOR BINDING. (2B121)69

ADD ADD ON LINE							
678	WF						(N/C)
2001BF	BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC -						
	INSPECT (2001/2007/2200) - L						
678	WF						(N/C)
2001B8F	CALIPER ASSEMBLY - REPLACE						
	(2552/2553/2B120/2B121) - L						
678	WF						(N/C)
1	BE8Z*2B121*AA CALIPER ASY - BRAKE - LESS PAD						(N/C)
1	PM*1*C FLUID - BRAKE						(N/C)

FC: H02 41  
PART#: BE8Z\*2B121\*AA  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
00166

29796 LEFT FRONT CALIPOR BINDING. (2B121)69 WARRANTY INSPECT BRAKES AND FOUND LEFT FRONT BRAKE CALIPOR BINDING. REPLACED LEFT FRONT BRAKE

"For your convenience our hours are"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$		LABOR AMOUNT
Service & Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372	X		PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
X			PLEASE PAY THIS AMOUNT	

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SIGNATURE COPY

CUSTOMER #: [REDACTED]

319067

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
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PAGE 5

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		29788/29796	T9725	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 10APR13			CASH	17APR13
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					
13:26 05APR13	16:11 16APR13	ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CALIPOR. BLEED BRAKES RETEST PASSED.

\*\*\*\*\*

J\*\* SUBLET PAINT FOR GAS FLAP DOOR TO PALM SPRINGS AUTOBODY  
CAUSE: .

INFO SEE LINE F FOR REPAIR

99 INFO

(N/C)

29796 P3 CUSTOMER STATES THAT FUEL DOOR BROKE OFF ARM WHILE  
DRIVING. REPLACED FUEL DOOR PREP, COLOR SAND, AND PAINT.

\*\*\*\*\*

K\*\* DURING INSPECTION THE TECHNICIAN FOUND THE BATTERY TO HAVE LOW COLD  
CRANKING AMPS.

CAUSE: BATTERY FAILED LOW CCA. (10655)42

ADD ADD ON LINE

678 WF

(N/C)

10654C BATTERY - TEST, CHARGE, AND RE-TEST  
(10653/10654/10655) - L

678 WF

(N/C)

10654C1 BATTERY - REPLACE (10653/10654/10655) - L

678 WF

(N/C)

MT MT14A068 M-TIME TO REPLACE

678 WF

(N/C)

1 BXT\*96R\*500 BATTERY

(N/C)

1 CV5Z\*14A068\*CA PANEL ASY - FUSE JUNCTION

(N/C)

FC: C25 42

PART#: BXT\*96R\*500

COUNT:

CLAIM TYPE:

AUTH CODE: X950N

00166

29795 BATTERY FAILED LOW CCA. (10655)42 WARRANTY CHARGE AND TEST  
BATTERY, FAILED. DTC CODE 136CJ BDBSO 181. ACES CODE X950N. REPLACED  
BATTERY. CHECK RESISTANCE OF BATTERY CABLES AND FOUND HIGH RESISTANCE AT  
C1100A. REPLACED MEGA FUSE PANEL. RETEST-PASSED. M-TIME FOR MISSING  
LABOR OP.

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE <small>I acknowledge notice and oral approval of an increase in the original estimated price.</small>		GAS, OIL, LUBE	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		SUBLET AMOUNT	
CUSTOMER SIGNATURE		MISC. CHARGES	
X		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

319067

# Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
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BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1626 DENNIS L BENNETT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		29788/29796	T9725	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11 DD	24MAY10		17:00 10APR13			CASH	17APR13
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					
13:26 05APR13	16:11 16APR13	ENG:1.6L TIVCT DURATECH DOHC I4					
LINE OPCODE TECH TYPE HOURS		TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)					
EST: 129.97	05APR13	13:26	SA: 1626				
EST: 0.00	05APR13	15:28	SA: 1626				

CONTACT: MR. WILLIS  
HAVE TO ORDER PARTS

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE	GAS, OIL, LUBE	0.00
	I acknowledge notice and oral approval of an increase in the original estimated price.	SUBLET AMOUNT	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	MISC. CHARGES	0.00
	CUSTOMER SIGNATURE	TOTAL CHARGES	0.00
X		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

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SIGNATURE COPY

**Quick Lane**

69-200 HIGHWAY 111  
 CATHEDRAL CITY, CALIFORNIA 92234  
 (760) 699-6695

CUSTOMER #: [REDACTED]

321083

INVOICE

PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA [REDACTED]  
 HOME: [REDACTED] CONT:N/A  
 BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1685 DOUGLAS W PROSISE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		29796/29796	T1055	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 01MAY13			CASH	01MAY13

R.O. OPENED	READY	OPTIONS:	STK:11FS2	DLR:05574			
11:27 01MAY13	11:51 01MAY13	ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A PAINT L QUATER PANEL FUEL DOOR  
 CAUSE: FUEL FILLER DOOR HOUSING BROKEN  
 PAINT REMOVE COLOR SAND AND BUFF L FUEL DOOR.  
 1687 WBS

(N/C)

E RO#20 - REFERENCE DENNIS BENNETS RO#319067  
 INFO ONLY

99 INFO

(N/C)

**"For your convenience  
 our hours are"**

Monday - Friday  
 7:00 A.M. - 7:00 P.M.  
 Saturday  
 7:00 A.M. - 4:00 P.M.  
 (760) 699-6695

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
CUSTOMER SIGNATURE		LESS INSURANCE	0.00
		SALES TAX	0.00
X		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

324041

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
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PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		31759 / 31763	T4793	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 11JUN13			CASH	12JUN13

R.O. OPENED	READY	OPTIONS:	LIST	NET	TOTAL
11:25 11JUN13	14:35 12JUN13	STK:11FS2 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)			

A CUSTOMER STATES LACKS POWER 25-40 MPH SEE JOHN BRUNO  
CAUSE: NPF

UTV UNABLE TO VERIFY

961 INFO

31763 NPF INSPECTED AN DPERFROEMD ELEC TRANS DIAG- NO CODES, ROAD TESTED WITH SCAN TOOL FOR SEVERAL MILES, UNABLE TO VERIFY ANY LOPSS OF POWER DURING ROAD TEST, TRANS IS OPERATING AS DESIGNED. SEE ATTACHED PRINTS OF ROAD TEST.

(N/C)

NPF T

B SERVICE COURTESY WASH

WASH SERVICE COURTESY WASH

961 INFO

(N/C)

C\*\* ENTERPRISE RENT-A-CAR

RENTAL ENTERPRISE RENT-A-CAR

99 INFO

(N/C)

"For your convenience our hours are"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$		
Service & Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372	X		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
		X		

CUSTOMER SIGNATURE  
I acknowledge notice and oral approval of an increase in the original estimated price.  
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT.  
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.  
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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SIGNATURE COPY



CUSTOMER #: [REDACTED]

322955

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PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1 [REDACTED]		31336/31340	T4732	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 28MAY13			CASH	31MAY13

R.O. OPENED	READY	OPTIONS:				
13:15 28MAY13	18:06 31MAY13	STK:11FS2 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)				
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A DRIVING FWY SPEED ALL WARNING LITES CAME ON, LOST PWR, PULLED OFF FWY WOULD NOT START, TOWED IN STARTED UP IN DRIVE. CK ENG LITE ON.

CAUSE: TRANS CONTROL MODULE.(7Z369)42  
 MT MT110524 M-TIME TO CHECK FOR LATEST CALIBRATION PER TSB 11-5-24  
 678 WF  
 7000F11 AUTOMATIC TRANSMISSION - CONTROL MODULE (TCM) - REMOVE AND INSTALL OR REPLACE (12B565/7Z369) - L  
 678 WF  
 1 AE8Z\*7Z369\*D MODULE - TRANSMISSION CONTROL  
 2 AE8Z\*7B498\*A SEAL

(N/C)  
(N/C)  
(N/C)  
(N/C)

FC: P09 04  
 PART#: AE8Z\*7Z369\*D  
 COUNT:  
 CLAIM TYPE:  
 AUTH CODE:  
 00166

31340 TRANS CONTROL MODULE.(7Z369)42 WARRANTY CHECK FOR CODES KOEO PASS CONTINUOS P0700 P06B8. CHECK OASIS AND FOUND TSB 11-5-24. TRANS CONTROL MODULE IS AT LATEST CALIBRATION AND VOLTAGE IS OK, NO VOLTAGE DROP. TSB 11-5-23 GROUND BVOLTS ARE CORRECT. PIN POINT DIAGNOSIS PER WORK SHOP MANUAL STATES IF CODES RETURN AND TCM IS AT LATEST LEVEL TO REPLACE TCM. REPLACED TCM PMI. TRANS ADAPTIVE LEARN. RETEST PASSED. M-TIME TO PULL CODES & CHECK FOR LATEST CALIBRATION PER TSB 11-5-24.

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

CAUSE: MPI.  
 99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES  
 678 INFO

(N/C)

GBATT BATTERY GOOD

"For your convenience our hours are"  Service & Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$		LABOR AMOUNT
X			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE  
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 CUSTOMER SIGNATURE

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SIGNATURE COPY

CUSTOMER #: [REDACTED]

322955

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 2

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1[REDACTED]		31336/31340	T4732	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 28MAY13			CASH	31MAY13
R.O. OPENED	READY	OPTIONS: STK:11FS2 DLR:05574					
13:15 28MAY13	18:06 31MAY13	ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
			678	INFO			(N/C)	
			GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)					(N/C)
			678	INFO			(N/C)	
			GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)					(N/C)
			678	INFO			(N/C)	
			31340 MPI. MPI. FRONT AND REAR TIRE PREASSURES 32PSI.					
			*****					
C			SERVICE COURTESY WASH					
			WASH SERVICE COURTESY WASH					
			99	INFO			(N/C)	
			*****					
D			DATE AND TIME NOTIFIED OF COMPLETION					
			NOTIFIED NOTIFIED CUSTOMER BY PHONE MESSAGE					
			5/31/13 4:00 PM					
			99	CF		0.00	0.00	
			*****					

<p><i>"For your convenience our hours are"</i></p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	0.00
	X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
	I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.		MISC. CHARGES	0.00
	NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		TOTAL CHARGES	0.00
	CUSTOMER SIGNATURE		LESS INSURANCE	0.00
	X		SALES TAX	0.00
			PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

326520

Palm Springs Motors, Inc.

INVOICE

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

LA QUINTA, CA

PAGE 1

BAR # ARD003521

EPA # CAD981573991

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

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		32321/32321	T6956	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
27FEB11	DD24MAY10		17:00 15JUL13			CASH	18JUL13

R.O. OPENED	READY	OPTIONS:	STK:11FS2 DLR:05574				
14:57 12JUL13	10:48 18JUL13	ENG:1.6L TIVCT DURATECH DOHC I4	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES DRIVERS SIDE REAR DOOR WILL NOT LATCH SHUT CHECK AND ADVISE

CAUSE: DOOR LATCH

27406B TRIM PANEL-REAR DOOR - REMOVE AND INSTALL  
(27406/27407) - L

873 WF

(N/C)

27406B5 LATCH-REAR DOOR - REPLACE (26412/264A00)  
- L

873 WF

(N/C)

1 BE8Z\*5421813\*B LATCH

(N/C)

FC: L07 01

PART#: BE8Z\*5421813\*B

COUNT:

CLAIM TYPE:

AUTH CODE:

00031

MISC LOANER - ERAC #023226  
PO#326520

WF

(N/C)

32321 DOOR LATCH 01 PERFORMED INSPECTION AND TESTING, LEFT REAR DOOR WILL NOT LATCH, PERFORMED INSPECTION LATCH BROKEN, REMOVED OUTER DOOR PANEL REMOVED INER REGGULATOR DOOR LATCH ASEMBLY, REPLACED LATCH REASEMBLED RETESETED OK

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

CAUSE: MAINT

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

873 INFO

(N/C)

GBATT BATTERY GOOD

873 INFO

(N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)

<p>"For your convenience our hours are"</p> <p>Service &amp; Parts Monday - Friday 7:00 A.M. - 5:30 P.M. Saturday 7:00 A.M. - 4:00 P.M. (760) 328-2372</p>	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
	\$	\$	LABOR AMOUNT	
	X		PARTS AMOUNT	
	CUSTOMER SIGNATURE		GAS, OIL, LUBE	
	I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
	CUSTOMER SIGNATURE		TOTAL CHARGES	
	X		LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

326520

Palm Springs Motors, Inc.

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www.palmspringsmotors.com

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL: [REDACTED]

PAGE 2

BAR # ARD003521

EPA # CAD981573991

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM[REDACTED]		32321/32321	T6956	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 15JUL13			CASH	18JUL13

R.O. OPENED	READY	OPTIONS:
14:57 12JUL13	10:48 18JUL13	STK:11FS2 DLR:05574 ENG:1.6L TIVCT DURATECH DOHC I4 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			873	INFO			(N/C)
YTIRE MAY REQUIRE FUTURE ATTENTION (4/32" TO 6/32")							
			873	INFO			(N/C)
32321 MAINT PERFORMED M.P.I. SET TIRE PRESSURE TO 32PSI							
*****							
C				SERVICE COURTESY WASH			
				WASH SERVICE COURTESY WASH			
			99	INFO			(N/C)
*****							

"For your convenience  
our hours are"

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		PARTS AMOUNT	0.00
	CUSTOMER SIGNATURE I acknowledge notice and oral approval of an increase in the original estimated price.	GAS, OIL, LUBE	0.00
	SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER. PLEASE READ IMPORTANT INFORMATION ON BACK.	SUBLET AMOUNT	0.00
	CUSTOMER SIGNATURE	MISC. CHARGES	0.00
X		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: [REDACTED]

327954

\*INVOICE\*

*Palm Springs Motors, Inc.*

69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PAGE 1

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA [REDACTED]  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1[REDACTED]		32899/32899	T6749	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 01AUG13			CASH	02AUG13

R.O. OPENED	READY	OPTIONS:	STK:11FS2	DLR:05574		
06:50 01AUG13	09:29 02AUG13	TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)				
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES RIGHT REAR PASSENGER DOOR CAME OPEN WHILE DRIVING AND WILL NOT SHUT

CAUSE: 26412

S16 QUICK SERVICE/ELECTRICAL (GRP1)

618 WF

1 BE8Z\*5426412\*B LOCK ASY

(N/C)

1 BE8Z\*5425596\*B WEATHERSTRIP - DOOR GLASS

(N/C)

CHAN

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

00670

32899 26412 VERIFIED CONCERN UNABLE TO CLOSE RIGHT REAR DOOR  
REMOVED INTERIOR DOOR PANEL GLASS AND WINDOW REGULATOR INSPECT FOUND  
LATCH INTERNAL FAILURE WILL NOT FULLY LATCH REPLACED AND RETEST PASS  
REPLACED EXTERIOR BELT MOULDING WARPED ON REMOVAL

\*\*\*\*\*

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE  
IN ALL TIRES

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND  
DOCUMENT TIRE PRESSURE IN ALL TIRES

618 INFO

(N/C)

GBATT BATTERY GOOD

618 INFO

(N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR  
7/32), (DRUM: OVER 2MM OR 3/32)

618 INFO

(N/C)

YTIRE MAY REQUIRE FUTURE ATTENTION (4/32" TO  
6/32")

618 INFO

(N/C)

32899 PERFORMED MPI SET TIRE PREASURE TO 32 PSI

\*\*\*\*\*

C SERVICE COURTESY WASH

WASH SERVICE COURTESY WASH



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convenience  
our hours are"*



LINCOLN



MAZDA

Service & Parts  
Monday - Friday  
7:00 A.M. - 5:30 P.M.  
Saturday  
7:00 A.M. - 4:00 P.M.  
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
X		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
I acknowledge notice and oral approval of an increase in the original estimated price.		SUBLET AMOUNT	
SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		MISC. CHARGES	
CUSTOMER SIGNATURE		TOTAL CHARGES	
X		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

*Thank You*  
CUSTOMER COPY

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

CUSTOMER #: 220945

327954

\*INVOICE\*

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69-200 HIGHWAY 111  
CATHEDRAL CITY, CALIFORNIA 92234  
www.palmspringmotors.com

PAGE 2

BAR # ARD003521

EPA # CAD981573991

LA QUINTA, CA  
HOME: [REDACTED] CONT:N/A  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1695 JAMES R MARTIN SR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BRIGHT MAG	11	FORD FIESTA	3FADP4BJ9BM1		32899/32899	T6749

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27FEB11	DD24MAY10		17:00 01AUG13			CASH	02AUG13

R.O. OPENED      READY      OPTIONS: STK:11FS2 DLR:05574  
 06:50 01AUG13      09:29 02AUG13      ENG:1.6L\_TIVCT\_DURATECH\_DOHC\_I4  
 TRN:POWER SHIFT 6 SPD AUTO TRANS 1)PREMC (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
99	INFO						(N/C)

D DATE AND TIME NOTIFIED OF COMPLETION  
 NOTIFIED NOTIFIED VEHICLE DONE AND READY FOR  
 PICKUP 8/2/2013 1000AM

99 INFO

\*\*\*\*\*

E REFER TO PREWRITE 120215  
 INFO ONLY

99 INFO

\*\*\*\*\*

Home  
Cell  
(N/C)



LINCOLN



mazda

"For your convenience our hours are"

Service & Parts  
 Monday - Friday  
 7:00 A.M. - 5:30 P.M.  
 Saturday  
 7:00 A.M. - 4:00 P.M.  
 (760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
X		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
X		PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE  
 I acknowledge notice and oral approval of an increase in the original estimated price.  
 SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER SIGNATURE

Thank You  
 CUSTOMER COPY

\* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

B.A.R.# ARD003521  
 EPA# CAD981573991

YOUR SERVICE ADVISOR IS: \_\_\_\_\_

DATE: 8/11/13

VIN: 3FAFP4BJ9BM

HAT NO.: 6749

COLOR CAR: Red

R.O. NO: 327954

NAME: \_\_\_\_\_  COMPANY  PRIVATE

ADDRESS: \_\_\_\_\_

CITY: La Quinta STATE: CA ZIP: \_\_\_\_\_

HOME PHONE ( ) \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_

REPLACED PARTS REQUESTED BY CUSTOMER  
 YES  
 NO

TIME IN	A.M. P.M.
TIME PROMISED	A.M. P.M.

**MULTIPOINT INSPECTION**

YEAR 2011 MODEL FIESTA TYPE \_\_\_\_\_ MILEAGE 32899

LICENSE NO. \_\_\_\_\_ CELL PHONE # \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

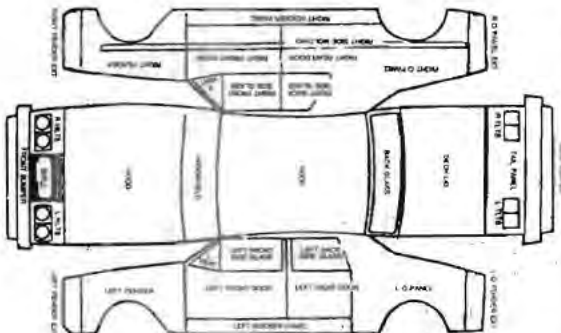
**PRIMARY CONCERN:**

Right door won't latch

99P  
WASH  
NOTIFIED

Bratt Beble loose  
Vehicle towed in late night

IS IT TIME TO SERVICE VEHICLE? SERVICE MENU OFFERED? YES \_\_\_\_\_ NO \_\_\_\_\_



Lincoln Owner Experience

Courtesy Carwash Offered

Lincoln Loaner Offered for Warranty Service

Guest Initials \_\_\_\_\_

Lincoln Certified Service Advisor \_\_\_\_\_

I HEREBY AUTHORIZE QUICK LANE TO EVALUATE MY VEHICLE FOR THE AGREED ESTIMATE KNOWING THAT IF I DO NOT HAVE IT REPAIRED, I AM STILL LIABLE FOR THE CHARGES. I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE WITH NECESSARY MATERIALS AND SUBLET REPAIRS. You and your employees may operate vehicle for purpose of testing, inspection, or delivery at my risk. You will not be held responsible for loss or damage to vehicle or articles left in vehicle or articles left in vehicle in case of fire, theft, accident, or any other cause beyond your control.

I agree that Palm Springs Motors shall have an express lien on the above described vehicle for its charges for parts, labor and above storage charges under this and any previous unpaid repair order and that said vehicle will be held by Quick Lane until all sums are paid. In the event of legal action to collect monies due, I agree to pay costs of collection and reasonable attorney fees. Receipt of a copy of this order is hereby acknowledged.

ORIGINAL ESTIMATE \$ \_\_\_\_\_

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

Hazardous Waste Disposal Fee will apply. Used motor oil and/or used anti-freeze are regulated hazardous waste and are being legally transported, stored and recycled.

PE14-028

FORD

11/7/2014

APPENDIX E



Type	Practice_Area	Case_No	Vehicle_ID	Claimant_Name	Claimant_Address	Claimant_Phone	Rep_Name	Rep_Phone
Claim	Product	D083717	2073281	[REDACTED]	[REDACTED] INDIO, CA [REDACTED]	[REDACTED]		
Suit	Consumer	D083606	2073213	[REDACTED]	[REDACTED] LA QUINTA, CA [REDACTED]	[REDACTED]	CARONNA & JOHNSON, LLP	[REDACTED] [REDACTED]
Suit	Consumer	D087001	2076211	[REDACTED]	[REDACTED] [REDACTED] PALM SPRINGS, CA [REDACTED]	[REDACTED]	CARONNA & JOHNSON, LLP	[REDACTED] [REDACTED]



MY	VIN	Mileage	Allegations	Ford_View	Disposition	Alleged_Crash	Alleged_Rollover	Alleged_Property_Damage	Alleged_Fire	Alleged_Injuries	Alleged_Fatalities	OGC_Category
2013	3FADP4BJXDM [REDACTED]	10077	BO20		CLSD	Y	N	Y	N	0	0	A04-133
2011	3FADP4BJ9BM [REDACTED]		112100		CLSD	N	N	N	N	0	0	A04-133
2013	3FADP4BJXDM [REDACTED]		112100		CLSD	N	N	N	N	0	0	A12-333

PE14-028

FORD

11/7/2014

APPENDIX F

Coverage			New Contract Coverage 2011-2013 Model Year Fiesta					
Plan	Time	Mileage	Plan Year					
			2010	2011	2012	2013	2014	2015
PREMIUMCARE	3 Years	48000	X	X	X	X	X	X
		60000	X	X	X	X	X	X
		75000	X	X	X	X	X	X
		100000	X	X	X	X	X	X
	4 Years	125000	X	X	X	X	X	X
		48000	X	X	X	X	X	X
		60000	X	X	X	X	X	X
		75000	X	X	X	X	X	X
	5 Years	100000	X	X	X	X	X	X
		125000	X	X	X	X	X	X
		36000	X	X	X	X	X	X
		48000	X	X	X	X	X	X
	6 Years	60000	X	X	X	X	X	X
		75000	X	X	X	X	X	X
		100000	X	X	X	X	X	X
		125000	X	X	X	X	X	X
	7 Years	36000	X	X	X	X	X	X
		48000	X	X	X	X	X	X
		60000	X	X	X	X	X	X
		75000	X	X	X	X	X	X
	8 Years	100000	X	X	X	X	X	X
		125000	X	X	X	X	X	X
		100000	X	X	X	X	X	X
		100000	X	X	X	X	X	X

Coverage			New Vehicle Coverage 2011-2013 Model Year Fiesta						
Plan	Time	Mileage	Plan Year					Sum:	
			2010	2011	2012	2013	2014		2015
PREMIUMCARE	3 Years	48000	6	7	13	19	2	0	47
		60000	9	32	9	26	5	0	81
		75000	1	17	14	14	4	0	50
		100000	20	39	36	29	5	0	129
	4 Years	125000	0	34	31	28	3	0	96
		48000	4	32	17	32	8	0	93
		60000	7	34	37	43	12	0	133
		75000	10	45	36	55	17	0	163
	5 Years	100000	51	163	97	107	20	0	438
		125000	0	113	91	108	15	0	327
		36000	5	47	30	42	14	0	138
		48000	12	58	56	84	20	0	230
	6 Years	60000	178	1140	862	1120	171	1	3472
		75000	157	920	837	1004	344	5	3267
		100000	236	1188	803	928	170	0	3325
		125000	0	281	237	274	55	1	848
	7 Years	36000	17	86	82	99	56	0	340
		48000	25	158	132	169	70	0	554
		60000	217	1132	1033	1244	262	0	3888
		75000	407	2391	2097	2480	475	2	7852
	8 Years	100000	256	1495	1447	1590	361	1	5150
		125000	0	228	184	180	56	0	648
		36000	25	123	142	219	74	0	583
		48000	43	159	163	209	71	0	645
Sum:	60000	83	356	331	450	150	1	1371	
	75000	102	550	522	679	194	3	2050	
	100000	121	561	485	740	288	0	2195	
	125000	0	146	102	150	62	0	460	
8 Years	100000	0	0	0	0	1	0	1	
Sum:	1992	11535	9926	12122	2985	14	38574		

Coverage			Used Contract Coverage 2011-2013 Model Year Fiesta					
Plan	Time	Mileage	Plan Year					
			2010	2011	2012	2013	2014	2015
PREMIUMCARE	1 Year	12000	X	X	X	X	X	X
		24000	X	X	X	X	X	X
	2 Years	36000	X	X	X	X	X	X
		24000	X	X	X	X	X	X
	3 Years	36000	X	X	X	X	X	X
		48000	X	X	X	X	X	X
	4 Years	60000	X	X	X	X	X	X
		36000	X	X	X	X	X	X
	5 Years	48000	X	X	X	X	X	X
		60000	X	X	X	X	X	X
	75000	X	X	X	X	X	X	

Coverage			Used Vehicle Coverage 2011-2013 Model Year Fiesta						
Plan	Time	Mileage	Plan Year					Sum:	
			2010	2011	2012	2013	2014		2015
PREMIUMCARE	1 Year	12000	0	0	0	3	5	0	8
		24000	0	0	2	20	68	0	90
	2 Years	36000	0	0	0	6	8	0	14
		24000	0	0	1	13	39	1	54
	3 Years	36000	0	0	23	120	247	2	392
		48000	0	0	4	20	39	0	63
	4 Years	60000	0	0	0	18	27	1	46
		36000	0	0	3	12	44	0	59
	5 Years	48000	0	0	15	53	118	1	187
		60000	0	0	2	17	47	0	66
	Sum:	48000	0	0	0	22	69	0	91
		60000	0	5	16	32	104	0	157
	75000	0	0	0	27	60	0	87	
	Sum:	0	5	66	363	875	5	1314	

Coverage			2011-2013 Model Year Fiesta					
Plan	Time	Mileage	Plan Year					
			2010	2011	2012	2013	2014	2015
ROYALSHIELD	3 Months	4000	X	X	X	X	X	X
	6 Months	6000	X	X	X	X	X	X
	1 Year	12000	X	X	X	X	X	X

Coverage			2011-2013 Model Year Fiesta						
Plan	Time	Mileage	Plan Year					Sum:	
			2010	2011	2012	2013	2014		2015
ROYALSHIELD	3 Months	4000	0	0	5	19	39	1	64
	6 Months	6000	0	0	0	2	8	0	10
	1 Year	12000	0	0	0	2	6	0	8
Sum:	0	0	5	23	53	1	82		

PE14-028

FORD

11/7/2014

APPENDIX I

Question 9									
Part	a	b	c	d	e	f		g	h
	Incorporated Into Vehicle Production (Dates are approximate)	Description of Change	Reasons for Change	Original	Modified	Disposition of Original Parts		New Component Availability Date	New Component Interchangeable With Old (Y/N - Intended versus Possible)
				Ford Engineering Part Number	Ford Engineering Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
Lat & R/Contr Asy DR FRT RH/LH Lat & R/Contr Asy DR FRT RH/LH (Peps) Latch Asy - Body Side Door		Initial release NB00-E-12168264-187	Initial release	AE83-54219A64/5-AA AE83-54219A64/5-BA AE83-54264A26/7-AA	Initial release	Initial release	Initial release	Initial release	Initial release
Lat & R/Contr Asy DR FRT RH/LH Lat & R/Contr Asy DR FRT RH/LH (Peps) Latch Asy - Body Side Door Lat & R/Contr Asy DR FRT RH (w/LK Rod)	1/2010	NB00-E12266050-000 NB00-E12239873-000  Released revised cable length. Update modules with latest level latches and reinforcement.  AB00-E12262456-000	Crash safety. Cables revised to be longer. Ford revised ADAC reinforcement.  Added Lock Rod	AE83-54219A64/5-CC AE83-54219A64/5-DC AE83-54264A26/7-CB	AE83-54219A64/5-CE AE83-54219A64/5-DE AE83-54264A26/7-CD AE83-54219A64-EB	Exhaust	1/18/2010	1/25/2010	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod) Latch Asy - Body Side Door	2/2010	NB00-E12297046-000 NB00-E12297046-001 NB00-E12306831-000 NB00-E12306831-001  Update Handle Reinforcements from ADAC	Process FNA Approved notices to update handle reinforcements.	AE83-54219A65-CJ AE83-54219A65-DJ AE83-54219A64-DH AE83-54219A64-CH AE83-54219A64-EE AE83-54264A26/7-CG	AE83-54219A65-CL AE83-54219A65-DL AE83-54219A64-DK AE83-54219A64-CK AE83-54219A64-EG AE83-54264A26/7-CJ	Exhaust	1/29/2010	2/5/2010	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod) Latch Asy - Body Side Door	3/2010	NB00-E12316906-000  Removed the clip and foam from FRT I/S release cable. Revised clip on the RR.	Trial builds show that cable clip is ineffective and unnecessary for FRT I/S Cable	AE83-54219A65-CL AE83-54219A65-DL AE83-54219A64-DK AE83-54219A64-CK AE83-54219A64-EG AE83-54264A26/7-CJ	AE83-54219A65-CM AE83-54219A65-DM AE83-54219A64-DL AE83-54219A64-CL AE83-54219A64-EH AE83-54264A26/7-CL	Exhaust	2/22/2010	3/2/2010	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod) Latch Asy - Body Side Door	7/2010	NB00-E12364987-000 NB00-E12364987-001 NB00-E12366610-000  Released updated cable and reinforcements.	Ford crash robustness required cable and reinforcements to be updated.	AE83-54219A65-CN AE83-54219A65-DN AE83-54219A64-DM AE83-54219A64-CM AE83-54219A64-EJ AE83-54264A26/7-CM	AE83-54219A65-CP AE83-54219A65-DP AE83-54219A64-DN AE83-54219A64-CN AE83-54219A64-EK AE83-54264A26/7-CP	Exhaust	7/19/2010	7/25/2010	Y

Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod)  Latch Asy - Body Side Door	7/2010	NB00-E12390266-000  Add strength rib to MFB to prevent damage. Updated usage of side door latches.	FRT MFB cracks during shipping. Latches had bumped and needed to be represented in latest modules.	AE83-54219A65-CP AE83-54219A65-DP AE83-54219A64-DN AE83-54219A64-CN AE83-54219A64-EK  AE83-54264A26/7-CP	AE83-54219A65-CR AE83-54219A65-DR AE83-54219A64-DP AE83-54219A64-CP AE83-54219A64-EL  AE83-54264A26/7-CP	Exhaust	4/7/2011	7/10/2010	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod)  Latch Asy - Body Side Door	1/2012	NB00-E12428218-000 NB00-E12428218-001  Updated modules with revised reinforcements.	Ford requested ADAC to add grease to O/S handle reinforcement and revise return spring.	AE83-54219A65-CR AE83-54219A65-DR AE83-54219A64-DP AE83-54219A64-CP AE83-54219A64-EL  AE83-54264A26/7-CP	AE83-54219A65-CS AE83-54219A65-DS AE83-54219A64-DR AE83-54219A64-CR AE83-54219A64-EM  AE83-54264A26/7-CR	Exhaust	12/15/2011	1/7/2012	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod)  Latch Asy - Body Side Door	5/2012	NB00-E12378897-000  Released wave 5 C1A changes in B299	Customer notice to release wave 5 changes in C1A latches. Requires updates to modules.	AE83-54219A65-CS AE83-54219A65-DS AE83-54219A64-DR AE83-54219A64-CR AE83-54219A64-EM  AE83-54264A26/7-CR	AE83-54219A65-CT AE83-54219A65-DT AE83-54219A64-DS AE83-54219A64-CS AE83-54219A64-EN  AE83-54264A26/7-CS	Exhaust	4/26/2012	5/4/2012	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod)  Latch Asy - Body Side Door	9/2012	NB00-E-12504349-002  Updated modules w/ acoustic latches. Revised specification callouts.	C12504349 Authorized by customer. C1A latch updated, needed to update B299 modules incorporating the C1A update	AE83-54219A65-CT AE83-54219A65-DT AE83-54219A64-DS AE83-54219A64-CS AE83-54219A64-EN  AE83-54264A26/7-CS	DE83-54219A65-CA DE83-54219A65-DA DE83-54219A64-DA DE83-54219A64-CA DE83-54219A64-EA  DE83-54264A26/7-CA	Exhaust	8/28/2012	9/10/2012	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (w/LK Rod)	10/2012	NB00-E12544494-000 NB00-E12544494-001  Updated modules with revised chassis	ADAC Design change requires model level bump up on some PN's.	DE83-54219A65-CA DE83-54219A65-DA DE83-54219A64-EA	DE83-54219A65-CB DE83-54219A65-DB DE83-54219A64-EB	Exhaust	9/10/2012	10/16/2012	Y
Lat & R/Contr Asy DR FRT LH Lat & R/Contr Asy DR FRT LH (Peps) Lat & R/Contr Asy DR FRT RH (Peps) Lat & R/Contr Asy DR FRT RH Lat & R/Contr Asy DR FRT RH (w/LK Rod)  Latch Asy - Body Side Door	11/2012	NB00-E-12565797-000 NB00-E-12565797-001  Update modules with more robust reinforcement.	Customer requested and approved revision to O/S handle reinforcement.	DE83-54219A65-CB DE83-54219A65-DB DE83-54219A64-DA DE83-54219A64-CA DE83-54219A64-EB  DE83-54264A26/7-CA	DE83-54219A65-CC DE83-54219A65-DC DE83-54219A64-DB DE83-54219A64-CB DE83-54219A64-EC  DE83-54264A26/7-CB	Exhaust	5/11/2012	11/12/2012	Y



<p>Lat &amp; R/Contr Asy DR FRT LH                  Lat &amp; R/Contr Asy DR FRT LH (Peps)                  Lat &amp; R/Contr Asy DR FRT RH (Peps)                  Lat &amp; R/Contr Asy DR FRT RH                  Lat &amp; R/Contr Asy DR FRT RH (w/LK Rod)                  Latch Asy - Body Side Door</p>	<p>10/2013</p>	<p>NB00-E-12613574-000                  NB00-E-12613574-001                  Updated reinforcement,                  and modified cables with                  the corect end fitting.</p>	<p>Improvement of crash                  robustness results.</p>	<p>DE83-54219A65-CC                  DE83-54219A65-DC                  DE83-54219A64-DB                  DE83-54219A64-CB                  DE83-54219A64-EC                  DE83-54264A26/7-CB</p>	<p>DE83-54219A65-CD                  DE83-54219A65-DD                  DE83-54219A64-DC                  DE83-54219A64-CC                  DE83-54219A64-ED                  DE83-54264A26/7-CC</p>	<p>Scrap</p>	<p>10/14/2013</p>	<p>10/25/2013</p>	<p>N</p>
<p>Lat &amp; R/Contr Asy DR FRT LH                  Lat &amp; R/Contr Asy DR FRT LH (Peps)                  Lat &amp; R/Contr Asy DR FRT RH (Peps)                  Lat &amp; R/Contr Asy DR FRT RH                  Lat &amp; R/Contr Asy DR FRT RH (w/LK Rod)                  Latch Asy - Body Side Door</p>	<p>11/2014</p>	<p>C12907387                  Updated module to                  include latch with bridge                  lower housing.</p>	<p>Lower housing pawl                  spring tab breaks in                  extreme heat not                  allowing the door to                  close</p>	<p>DE83-54219A65-CD                  DE83-54219A65-DD                  DE83-54219A64-DC                  DE83-54219A64-CC                  DE83-54219A64-ED                  DE83-54264A26/7-CC</p>	<p>DE83-54219A65-CE                  DE83-54219A65-DE                  DE83-54219A64-DD                  DE83-54219A64-CD                  DE83-54219A64-EE                  DE83-54264A26/7-CD</p>	<p>Scrap</p>	<p>TBD</p>	<p>11/10/14</p>	<p>N</p>

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FORD

11/7/2014

APPENDIX J

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 Appendix J  
 November 7, 2014

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Component usage: 2011-2014 Ford Fiesta  
 2013-2014 Ford Fusion  
 2013-2014 Lincoln MKZ

Engineering Part Number	<b>AE8A-5421812-CF</b>			<b>AE8A-5421813-BF</b>		
Service Part Number	<b>BE8Z- 5421812-C</b>			<b>BE8Z-5421813-B</b>		
Description	<b>Front Door RH</b>			<b>Front Door LH</b>		
	<u>Month</u>	<u>Year</u>	<u>Qty.</u>	<u>Month</u>	<u>Year</u>	<u>Qty.</u>
	9	2014	104	9	2014	91
	8	2014	51	8	2014	101
	7	2014	70	7	2014	90
	6	2014	40	6	2014	58
	5	2014	32	5	2014	36
	4	2014	27	4	2014	45
	3	2014	7	3	2014	35
	2	2014	30	2	2014	32
	1	2014	7	1	2014	41
	12	2013	4	12	2013	32
	11	2013	3	11	2013	22
	10	2013	12	10	2013	23
	9	2013	5	9	2013	34
	8	2013	8	8	2013	44
	7	2013	1	7	2013	31
	6	2013	1	6	2013	43
	5	2013	2	5	2013	15
	4	2013	2	4	2013	18
	3	2013	3	3	2013	16
	2	2013	1	2	2013	21
	1	2013	0	1	2013	33
	12	2012	1	12	2012	20
	11	2012	3	11	2012	13
	10	2012	2	10	2012	24
	9	2012	1	9	2012	16
	8	2012	5	8	2012	26
	7	2012	2	7	2012	24
	6	2012	0	6	2012	26
	5	2012	0	5	2012	18
	4	2012	2	4	2012	24
	3	2012	3	3	2012	21
	2	2012	2	2	2012	22
	1	2012	2	1	2012	23
		2011	12		2011	260
		2010	6		2010	72

**AE8A-5426412-BF**  
**BE8Z-5426412-B**  
**Rear Door RH**

<u>Month</u>	<u>Year</u>	<u>Qty.</u>
9	2014	1326
8	2014	1165
7	2014	909
6	2014	696
5	2014	411
4	2014	280
3	2014	146
2	2014	143
1	2014	115
12	2013	135
11	2013	151
10	2013	289
9	2013	269
8	2013	194
7	2013	133
6	2013	83
5	2013	42
4	2013	39
3	2013	24
2	2013	14
1	2013	28
12	2012	16
11	2012	23
10	2012	32
9	2012	9
8	2012	16
7	2012	15
6	2012	7
5	2012	6
4	2012	3
3	2012	4
2	2012	26
1	2012	1
	2011	74
	2010	31

**AE8A-5426413-BF**  
**BE8Z-5426413-B**  
**Rear Door LH**

<u>Month</u>	<u>Year</u>	<u>Qty.</u>
9	2014	201
8	2014	204
7	2014	198
6	2014	120
5	2014	70
4	2014	79
3	2014	54
2	2014	51
1	2014	52
12	2013	52
11	2013	43
10	2013	52
9	2013	68
8	2013	70
7	2013	60
6	2013	39
5	2013	26
4	2013	14
3	2013	26
2	2013	14
1	2013	14
12	2012	14
11	2012	13
10	2012	12
9	2012	5
8	2012	11
7	2012	7
6	2012	5
5	2012	6
4	2012	11
3	2012	2
2	2012	6
1	2012	4
	2011	68
	2010	24