

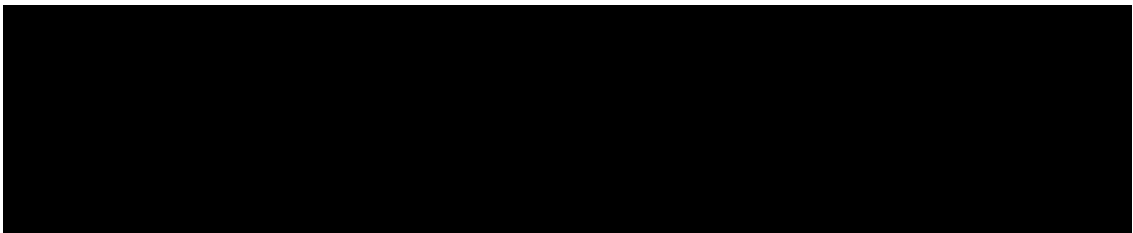
PE14-030

FORD

12/19/2014

APPENDIX D

PART 1 OF 2



BEGINNING OF CONTACT
01/15/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

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| | | |
|---------------------|-----------------------|-----------------------|
| REGION: N1 NEW YORK | OGC ISSUE | CASE NBR: 1794820091. |
| VIN: 3FAHP0JG1BR | ZONE: A05 | OPENED: 2011/01/14 |
| | ENGINE: G VEH TYPE: C | CLOSED: 2011/01/14 |

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| | | | | |
|--|--|--------------------|--|----------------|
| LAST NAME: | | FIRST NAME: | | STATUS: CLOSED |
| TITLE: MR | | | | MI: |
| ADDRESS: | | | | |
| CITY: NEWTON | | STATE: NJ | | ZIP: |
| HOME PHONE: | | | | |
| MODEL YEAR: 2011 | | MODEL: FUSION | | |
| MILEAGE: 4860 | | | | |
| DEALER NAME: MAGARINO FORD AND LI | | SALES CODE: F13510 | | P & A: 01662 |
| REASON CODE: 0796 LEGAL - ALLEGED INJURY | | | | |
| SYMPTOMS: 303500 STRG/HANDLING STEERING COLUMN | | | | |

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 705 - CONTACT ADVANCED TO OGC
DOCUMENT: ANALYST: PMCMANU6 MCMANUS PATRICIA

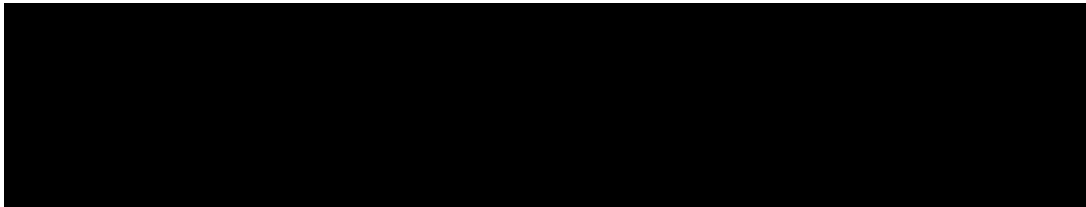
DATE: 2011/01/14 TIME: 10.00.09:
ACTION DATA/COMMENTS:

CUSTOMER SAID: 1. DATE OF THE ACCIDENT 1/8/11. 2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT-LAST WEEK AFTER DRIVING THROUGH THE SNOW A LIGHT CAME ON STATING SERVICE POWER STEERING SOON-AFTER THAT THE STEERING WHEEL LOCKED UP AND CUST ENDED UP HITTING INTO A CURB-DLR TOLD CUST THAT THE ISSUE HAPPENED BECAUSE HE HIT A CURB. 3. IF THERE WERE ANY INJURIES SUSTAINED-CUST IS HAVING SOME BACK ISSUES AFTER INCIDENT. 4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED-CUST WAS DRIVING HWY 2065. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.-NO. 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.-NA. 7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.-NA. 8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-THE CUST OPENED A CLAIM WITH INSURANCE AND INSURANCE TOLD CUST TO CALL CRC. 9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.-TOLD CUST TO SPEAK WITH FORD ABOUT ISSUE BEFORE THEY WENT FURTHER INTO. 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.IT IS REPAIRABLE. 11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). NA. 12. WHAT THE CUSTOMER IS SEEKING -CUST IS LOOKING FOR FORD TO FIX THE CONCERN. DEALER SAID: MAGARINO FORD, LINCOLN MERCURY 375 ROUTE #23 NORTH SUSSEX, NJ 07461 TEL: (973) 702-8000. CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-ADVISED CUST OF ABOVE

CONSUMER AFFAIRS

01/15/2011 FAX OGC1 CONFIDENTIAL

PE14-030 000002LC



BEGINNING OF CONTACT
10/22/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

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|---------|---------------|-------------|-----------|------------|
| REGION: | G3 CINCINNATI | OGC ISSUE | CASE NBR: | 465262921. |
| VIN: | 3FAHP0JG6AR | ZONE: A10 | OPENED: | 2011/10/21 |
| | | ENGINE: G | CLOSED: | 2011/10/21 |
| | | VEH TYPE: C | | |

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| | | | | | |
|--------------|---|-------------|--------|---------|--------|
| LAST NAME: | | FIRST NAME: | | STATUS: | CLOSED |
| TITLE: | MISS | | | MI: | |
| ADDRESS: | | | | | |
| CITY: | CHAPMANVILLE | STATE: | WV | ZIP: | |
| HOME PHONE: | | | | | |
| MODEL YEAR: | 2010 | MODEL: | FUSION | | |
| MILEAGE: | 20000 | | | | |
| DEALER NAME: | THORNHILL FORD LINCO | SALES CODE: | F47486 | P & A: | 06359 |
| REASON CODE: | 0799 ACCIDENT/PRODUCT LIABILITY | | | | |
| SYMPTOMS: | 303150 STRG/HANDLING FUNCTION HIGH EFFORT | | | | |

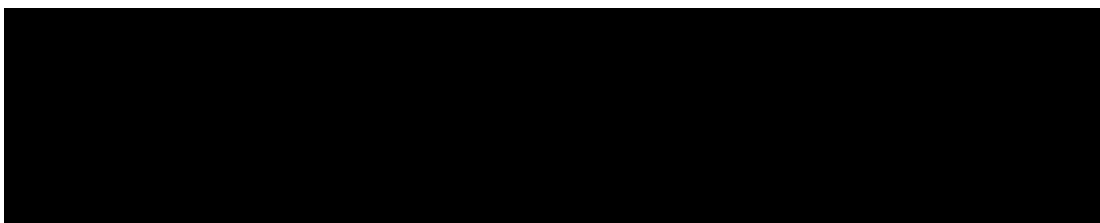
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|-----------|--------|---|----------------------|----------------|-------|
| ORIGIN: | CRCBCP | - | TIER ONE - MELBOURNE | COMMUNICATION: | PHONE |
| ACTION: | T1120 | - | TIER ONE CLOSE ISSUE | | |
| DOCUMENT: | | | ANALYST: KTESMACH | TESMACHER | KEVIN |

DATE: 2011/10/21 TIME: 11:47:00:
ACTION DATA/COMMENTS:

***OBC TO CUST=VERIFIED THE CONCERN WITH THE WHEELS, SEEKING ASSISTANCE =CUST WANTS TO HAVE THIS COVERED AS WAS UNAVOIDABLE =ADVISED CUST THAT DAMAGE IS NORMALLY NOT COVERED BY FORD AS OUTLINED UNDER THE WARRANTY MANUAL=ADVISED CUST LEGAL QUESTIONS AND WOULD ESCALATE TO THE OGC, WOULD RECEIVE CONTACT BY MAIL WITHIN 15 BUSINESS DAYS1. DATE OF THE ACCIDENT=NOT SURE, AROUND 9-16-11 WHEN THE POWER STEERING WENT OUT--2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT=CUST FEELS THAT STEERING PUMP WENT OUT AND CAUSED HER TO BE UNABLE TO AVOID ROAD HAZARDS--3. IF THERE WERE ANY INJURIES SUSTAINED=NO INJURIES WERE SUSTAINED--4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED=DANVILLE--5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.=NO POLICE REPORT--6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.=NO POLICE REPORT--7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.=NO POLICE REPORT--8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.=WAS FILLED, NOT COVERED UNDER THE PLAN--9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.=NO COVERAGE--10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.=VEHICLE IS REPAIRABLE WITH NEW WHEELS11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).=HAS NOT SOUGHT OUT LAWYER 12. WHAT THE CUSTOMER IS SEEKING =CUST WANTS FORD TO REPLACE THE RIMS AS SHE FEELS THIS WAS DAMAGED CAUSE BY THE ABILITY NOT TO CONTROL THE VEH


FILED - OGC COMPANY
REMOVED
COUNCIL
OCT 24 2011
FORD MOTOR
GENERAL COUNSEL



APPENDIX XII. SUMMONS AND CIVIL CASE INFORMATION STATEMENT (CIS)

APPENDIX XII- A. SUMMONS

Attorney(s): JACQUELINE C. HERRITT, ESQUIRE
Address: Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
Telephone No.: 856-429-8334
Attorney(s) for Plaintiff(s)

| | |
|---|--------------|
|  | Plaintiff(s) |
| | vs. |
| Ford Motor Company | Defendant(s) |

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO. 
CIVIL ACTION

Summons

From The State of New Jersey To the Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided. Lawyer Referral Service

Jennifer M. Perez
Acting Clerk of the Superior Court Clerk

Dated:
Name of Defendant to be Served: Ford Motor Company
Address of the Defendant to be Served:

ATLANTIC COUNTY:
Deputy Clerk of the Superior
Court Civil Division, Direct Filing
1201 Bacharach Blvd., First
Fl. Atlantic City, NJ 08401

LA WYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:
Deputy Clerk of the Superior Court
Case Processing Section, Room
119 Justice Center, 10 Main St.
Hackensack, NJ 07601-0769

LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:
Deputy Clerk of the Superior
Court Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LA WYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:
Deputy Clerk of the Superior
Court Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08103

LA WYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:
Deputy Clerk of the Superior
Court 9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 463-03 13
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:
Deputy Clerk of the Superior
Court Civil Case Management
Office Broad & Fayette Sts., P.O.
Box 615 Bridgeton, NJ 08302

LA WYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:
Deputy Clerk of the Superior
Court 50 West Market Street
Room 131
Newark, NJ 07102

LA WYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:
Deputy Clerk of the Superior
Court Civil Case Management
Office Attn: Intake
First Fl., Court House
1 North Broad Street, P.O. Box
129 Woodbury, NJ 08096

LA WYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:
Deputy Clerk of the Superior
Court Superior Court, Civil
Records Dept. Brennan Court
House"] st Floor 583 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822

LA WYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:
Deputy Clerk of the Superior Court
Local Filing Office, Courthouse 175
S. Broad Street, P.O. Box 8068
Trenton, NJ 08650

LA WYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633

LA WYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
Court House
71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1269

LA WYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910
Morristown, NJ 07960-0910

LA WYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:
Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754

LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505

LA WYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:
Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LA WYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court Civil
Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876

LAWYER REFERRAL

(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center 43-47
High Street
Newton, NJ 07860

LAWYER REFERRAL

(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court 1st
Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LA WYER REFERRAL

(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court Civil
Division Office
Court House
413 Second Street Belvidere,
NJ 07823-1500

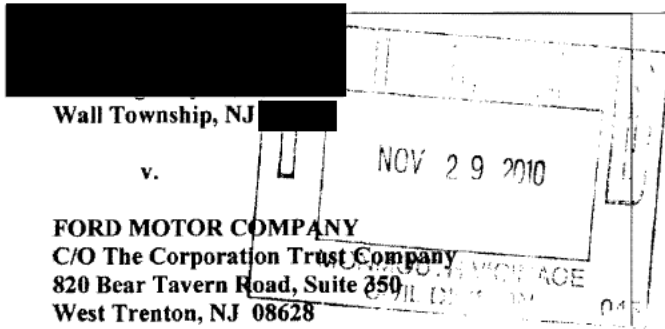
LA WYER REFERRAL

(908) 267-5882
LEGAL SERVICES
(908) 475-2010

Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEYS FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.



SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY

CIVIL ACTION

NO.

COMPLAINT

1. Plaintiffs, [REDACTED], are adult individual citizens and legal residents of the State of New Jersey, [REDACTED] Wall Township, NJ [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O The Corporation Trust Company, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about September 30, 2009, Plaintiffs purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0HGXAR [REDACTED]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

14. Seabreeze Ford, Wall Township, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about September 30, 2009, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

17. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

20. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

22. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

27. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

28. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

29. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

30. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

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

37. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

43. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
UNIFORM COMMERCIAL CODE

44. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

46. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

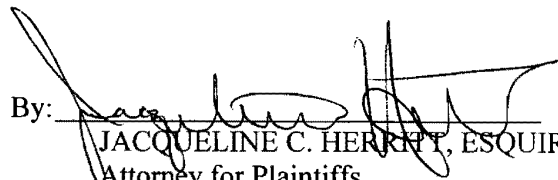
47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

48. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

49. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

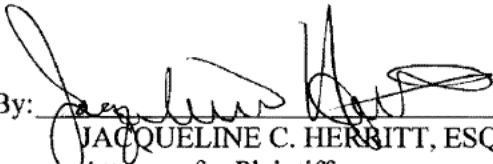
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERKOFF, ESQUIRE
Attorney for Plaintiffs
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiffs hereby demand a trial by jury as to all the issues

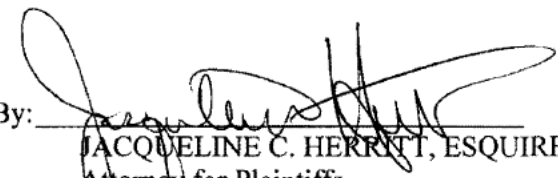
KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

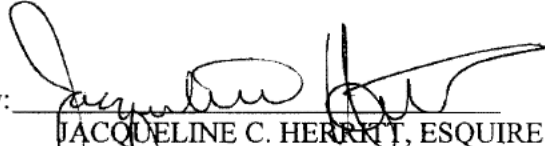
By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiffs are mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on

KIMMEL & SILVERMAN, P.C.

By: _____


JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Fred E. Davis is designated as trial counsel for plaintiff, [REDACTED], in this case.

KIMMEL & SILVERMAN, P.C.

By: _____


JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiffs



www.fordcredit.com

Zip Code)

WALL N.J. MONMOUTH
ON
5 TRAILER
WALL N.J. MONMOUTH

SELLER/CREDITOR (Seller Name and Address)

SEABREEZE FORD
RT 35/ RT 138
BELMAR, NJ

07719

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

| New/Used | Mileage | Year and Make | Model | Vehicle Identification Number | Use For Which Purchased |
|----------|---------|---------------|--------|-------------------------------|--|
| NEW | | 2010 FORD | FUSION | 3FAHPOHGXA | <input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial |

Trade-in: 2006 KIA \$ 9914.66 \$ 9914.66
N/A Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including \$ 1516.55 sales tax) \$ 31801.22 (1)
- Down Payment
Third Party Rebate Assigned to Creditor \$ 1000.00
Cash Down Payment \$ 7000.00
Trade-in (description above) \$
Total Down Payment \$ 8000.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 23801.22 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
To Public Officials
(i) for official fees (license, title
& registration fees \$ 387.00
and for filing fees \$ N/A);
(ii) for taxes (not in Cash Price) \$ N/A \$ 387.00
To Insurance Companies for:
Credit Life Insurance \$ N/A
Credit Disability Insurance \$ N/A
N/A \$ N/A
N/A \$ N/A

Documentary Service Fee. You have a right to a written itemized price for each specific documentary service which is to be performed.

You have a right to a written itemized price for each specific pre-delivery service which is to be performed. The automotive dealer may not charge for pre-delivery services for which the automotive dealer is reimbursed by the manufacturer.

| | | |
|----------------------------|-----------------------------|-----------------|
| To SEABREEZE FORD | For Documentary Service Fee | \$ 225.00 |
| To FORD | for GAP PREMIUM FEE | \$ 625.00 |
| To PREMIUM CARE | for EXT. SERVICE CONT | \$ 1295.00 |
| To N/A | for N/A | \$ N/A |
| To ST OF NJ | for TIRE FEE | \$ 7.50 |
| To N/A | for N/A | \$ N/A |
| To N/A | for N/A | \$ N/A |
| Total | | \$ 2539.50 (4) |
| Amount Financed (3 plus 4) | | \$ 26340.72 (5) |

FEDERAL TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|--|--|--|---|---|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment |
| 8.90 % | \$7877.28 | \$6340.72 | \$1218.00 | \$ 8000.00 of \$ 42218.00 |

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit
☐ Life N/A
Insurance Company
\$ N/A
Premium Insured(s)
You/We want Credit Life Insurance
Buyer Signs
Co-Buyer Signs

Credit
☐ Disability N/A
Insurance Company
\$ N/A
Premium Insured(s)
You/We want Credit Disability Insurance
Buyer Signs
Co-Buyer Signs

OTHER OPTIONS

Coverage and Insurance Company

Premium and



PE14-030 000019LC

days late. The charge is 5 percent of the late amount. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum charge for each late payment is \$10.00.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

| | | | | |
|------------|----|------------|------|------------|
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |
| <u>N/A</u> | \$ | <u>N/A</u> | Term | <u>N/A</u> |

Buyer Signs **X**

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer **X**
Signs

Co-Buyer **X**
Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer **X**
Signs

Co-Buyer **X**
Signs

Seller SEABREEZE FORD

By **X**

Title

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CORP ("Assignee"). To contact Assignee about this contract, call _____, or visit their website at _____.

Buyer Signs

Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Debt Cancellation Waiver Addendum (Optional)

If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer
Signs

SERVICE ADVISOR ROBERT BOROZNY

| | | | | | | | | |
|-------------------------|-------------|-------------|------------------------|---------------|-------------------------|------------------|--------------------|-------------|
| REPAIR ORDER WRITTEN | DATE READY | STOCK NO. | VEHICLE IDENTIFICATION | CUST. NO. | TAG NO. | P.O. NO. | INVOICE PRINTED | INVOICE NO. |
| 06NOV09 | 20NOV09 | C10055 | 3FAHP0HGXR [REDACTED] | [REDACTED] | | | 20NOV09 | 105533 |
| TIME IN | TIME READY | YEAR | MAKE & MODEL | TELEPHONE NO. | CUST. PAY LABOR RATE | DELIVERY DATE | PREPARED BY | S/A |
| 09:02 | 11:30 | 10 | FORD FUSION | | 99.50 | 30SEP09 | 87 | 87 |
| MILEAGE IN | MILEAGE OUT | LICENSE NO. | | | | | | |
| 4076 | 4076 | | | | | | | |

| TECH. | TYPE | HOURS | LST FRMT | NET TIME | TOTAL |
|--|------|-------|----------|----------|-------|
| - REAR | | | | | |
| FC: L29 01 | | | | | |
| PART#: 9E5Z*13405*A | | | | | |
| COUNT: | | | | | |
| CLAIM TYPE: | | | | | |
| AUTH CODE: | | | | | |
| 6967 | | | | | |
|) CHECK RIGHT FRONT SEAT. VERY SOUEAKY | | | | | |
| 1012 MISC.BODY, INTERIOR, CONCERNS. | | | | | |
| 62 INTS | | | | | |
| VERIFIED NOISE. COMING FROM TRIM COVER CLIP. | | | | | |
| IE POSITIONED CLIP. RECHECK OK | | | | | |
| (N/C) | | | | | |
| LIMITED LABOR WARRANTY | | | | | |
| The Repair Facility guarantees the labor used in performing the repairs listed on the front of this Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts, and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person. | | | | | |
| During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of this Repair Order. | | | | | |
| To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair. | | | | | |
| All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss. | | | | | |

| * PRE-INVOICE ** | | DESCRIPTION | TOTALS |
|--|--|------------------------|--------|
| LIMITED PARTS WARRANTY This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including and implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to | | 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 |

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including and implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

YOUR WARRANTY REPAIR MAY GENERATE A SURVEY.
IF FOR ANY REASON YOU CAN NOT MARK EXCELLENT
PLEASE CONTACT US IN SERVICE AT 732-681-1600

CHECK OUT OUR MONTHLY SPECIALS ONLINE
SEABREEZE-FORD.COM

THANK YOU !

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM WAS ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) **CUSTOMER COPY** DEALER GENERAL MANAGER OR AUTHORIZED PERSON

ALL-STATE LEGAL®
PLAINTIFF'S
EXHIBIT
B

SEABREEZE FORD, INC.
 HIGHWAY 35 AT ROUTE 138
 WALL, NJ 07719
 (732) 681-1600

WALL, NJ

SERVICE ADVISOR ROBERT BOROZNY

| | | | | | | | | |
|-------------------------|-------------|-------------|------------------------|---------------|-------------------------|------------------|--------------------|-------------|
| REPAIR ORDER WRITTEN | DATE READY | STOCK NO. | VEHICLE IDENTIFICATION | CUST. NO. | TAG NO. | P.O. NO. | INVOICE PRINTED | INVOICE NO. |
| 06NOV09 | 20NOV09 | C10055 | 3FAHP0HGXR | | | | 20NOV09 | 105533 |
| TIME IN | TIME READY | YEAR | MAKE & MODEL | TELEPHONE NO. | CUST. PAY LABOR RATE | DELIVERY DATE | PREPARED BY | SIA |
| 09:02 | 11:30 | 10 | FORD FUSION | | 99.50 | 30SEP09 | 87 | 87 |
| MILEAGE IN | MILEAGE OUT | LICENSE NO. | | | | | | |
| 4076 | 4076 | | | | | | | |

| TECH. | TYPE | HOURS | LIST UNIT | NET UNIT | TOTAL | LIMITED LABOR WARRANTY |
|-------|--|-------|-----------|----------|-------|--|
| A | CHANGE OIL & FILTER | | | | | <p>The Repair Facility guarantees the labor used in performing the repairs listed on the front of this Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts, and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person.</p> <p>During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of this Repair Order.</p> <p>To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair.</p> <p>All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.</p> |
| | 02 CHANGE OIL & FILTER | | | | (N/C) | |
| | 62 INCP | | | | (N/C) | |
| | 1 FL*500*S FILTER ASY - OIL | | | | (N/C) | |
| B | CHECK FLUID LEVELS, HOSES, BELTS AND COOLANT QUALITY. CHECK TIRES AND SET PRESSURES. RESET OIL MAINTENANCE AND TIRE PRESSURE WARNING INDICATORS | | | | | <p>To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair.</p> <p>All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.</p> |
| | 03 CHECK FLUID LEVELS, HOSES, BELTS AND COOLANT QUALITY. CHECK TIRES AND SET PRESSURES. RESET OIL MAINTENANCE AND TIRE PRESSURE WARNING INDICATORS | | | | (N/C) | |
| | 62 INCP | | | | (N/C) | |
| | 1 9E5Z*13405*A LAMP ASY | | | | (N/C) | |
| C | CHECK LEFT REAR TAIL LIGHT. CHIPPED TAUSE: INSPECTED LEFT REAR TAIL TO VERIFY CONDENSATION. C ONFIRMED. REPLACED LEFT REAR TAIL LAMP ASSEMBLY | | | | | <p>To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair.</p> <p>All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.</p> |
| | 13404A REAR LAMP BODY - REPLACE (13404) - L | | | | (N/C) | |
| | 53 WPD | | | | (N/C) | |
| | 1 9E5Z*13405*A LAMP ASY | | | | (N/C) | |

LIMITED PARTS WARRANTY

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including and implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

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

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

THANK YOU !

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

(SIGNED)

CUSTOMER COPY

OWNER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

PE14-030 000022LC

WALL, NJ

SEABREEZE FORD, INC.
 HIGHWAY 35 AT ROUTE 138
 WALL, NJ 07719
 (732) 681-1600

SERVICE ADVISOR **FRED GEOFFROY**

| | | | | | | | | |
|----------------------|-------------|-------------|------------------------|---------------|----------------------|---------------|-----------------|-------------|
| REPAIR ORDER WRITTEN | DATE READY | STOCK NO. | VEHICLE IDENTIFICATION | CUST. NO. | TAG NO. | P.O. NO. | INVOICE PRINTED | INVOICE NO. |
| 04JUN10 | 04JUN10 | C10055 | 3FAHP0HGXR | | | | 04JUN10 | 108983 |
| TIME IN | TIME READY | YEAR | MAKE & MODEL | TELEPHONE NO. | CUST. PAY LABOR RATE | DELIVERY DATE | PREPARED BY | SIA |
| 08:47 | 09:40 | 10 | FORD FUSION | | 99.50 | 30SEP09 | 56 | 56 |
| MILEAGE IN | MILEAGE OUT | LICENSE NO. | | | | | | |
| 12355 | 12355 | | | | | | | |

A POWERTRAIN CONTROL MODULE REPROGRAMMING

CAUSE: COMPLETE AS PER 10B15

10B15C REPROGRAM PCM AND PERFORM
TRANSMISSION LOAD TEST

50 WPD

FC: PART#: COUNT:

CLAIM TYPE: 10B15

AUTH CODE:

9166

(N/C)

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of this Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts, and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person.

During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of this Repair Order.

To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair.

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.

**** PRE-INVOICE ******LIMITED PARTS WARRANTY**

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including and implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

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 |

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

YOUR VISIT TODAY MAY GENERATE A SURVEY.
 IF FOR ANY REASON YOU CAN NOT GRADE US COMPLETELY SATISFIED PLEASE CONTACT US.
 YOUR COMPLETE SATISFACTION IS OUR GOAL

THANK YOU !

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

(SIGNED)

CUSTOMER GENERAL MANAGER OR AUTHORIZED PERSON

DATE

PE14-030 000023LC

www.WeislederAutos.com


SERVICE
 (732) 892-8777

 SERVICE & PARTS: 3306 Bridge Ave., Pt. Pleasant, NJ 08742
 FORD SALES: 3306 Bridge Ave., Pt. Pleasant, NJ 08742
 LINCOLN MERCURY MAZDA: 575 Burnt Tavern Rd., Brick, NJ 08723

PARTS
 (732) 892-8778


| CUSTOMER NO. 40388 | | ADVISOR 136 DIANE M. RUSSELL | | TAG NO. 671 | | INVOICE DATE | | INVOICE NO. R001078736 | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------|------------------------------|-----------------------------|--------------------|--|---|------------|------------------------|-------|----------|------------------|-------------|------------------|----------------------------|---------|-------|----------------|--------------|------|---------------|------|------------|----------------------------|-------|------|-------------------|--|-------------------|-----------------------------|--|--|--|--|--|
| BILL TO CUSTOMER | | LICENSE NO. | | MILEAGE 17200 | | COLOR BLACK | | STOCK NO. 149322 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YEAR/MAKE/MODEL 2010 FORD FUSION | | IN SVC DATE 12/31/9999 | | BILL CUS NO. 40388 | | R.O DATE 10/08/2010 | | TYPE SRF | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VEHICLE ID NO. 3 FAHP0HGXR | | CUSTOMER NAME | | PO NUMBER | | ODOMETER OUT 17200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RESIDENCE PHONE | | OTHER PHONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| JOB#1 WORKS SRF THE WORKS FULL SYNTHETIC PACKAGE CHANGE OIL & FILTER ROTATE TIRES MULTI PT INSPECTION CHANGE OIL AND FILTER ROTATE TIRES 14 POINT INSPECTION | | | | | | Disclaimers of Warranties The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 12 months or 12000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: frame end alignments, electrical wiring and shorts and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person. During the duration period of this Limited Warranty, the repair facility will provide additional labor, at no expense to customer, for any additional repairs listed on the front of the Repair Order. To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this Limited Warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss. This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>QTY</th> <th>PART NO/OP</th> <th>DESC</th> <th>PRICE</th> <th>EXTENDED</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>G01F/FL500S</td> <td>FILTER ASY - OIL</td> <td>7.55</td> <td>7.55</td> </tr> <tr> <td>6</td> <td>001F/X05W20QFS</td> <td>OIL - ENGINE</td> <td>8.15</td> <td>48.90</td> </tr> <tr> <td>0</td> <td>OA</td> <td>OWNER ADVANTAGE REDEMPTION</td> <td>23.67</td> <td>0.00</td> </tr> <tr> <td colspan="2">TOTAL PARTS 56.45</td> <td>TOTAL LABOR 18.50</td> <td colspan="2">TOTAL FOR THIS REPAIR 74.95</td> </tr> </tbody> </table> | | | | | | QTY | PART NO/OP | DESC | PRICE | EXTENDED | 1 | G01F/FL500S | FILTER ASY - OIL | 7.55 | 7.55 | 6 | 001F/X05W20QFS | OIL - ENGINE | 8.15 | 48.90 | 0 | OA | OWNER ADVANTAGE REDEMPTION | 23.67 | 0.00 | TOTAL PARTS 56.45 | | TOTAL LABOR 18.50 | TOTAL FOR THIS REPAIR 74.95 | | | | | |
| QTY | PART NO/OP | DESC | PRICE | EXTENDED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | G01F/FL500S | FILTER ASY - OIL | 7.55 | 7.55 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 001F/X05W20QFS | OIL - ENGINE | 8.15 | 48.90 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 | OA | OWNER ADVANTAGE REDEMPTION | 23.67 | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL PARTS 56.45 | | TOTAL LABOR 18.50 | TOTAL FOR THIS REPAIR 74.95 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| JOB#2 99P SRF FULL CIRCLE INSPECTION 14 POINT INSPECTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>QTY</th> <th>PART NO/OP</th> <th>DESC</th> <th>PRICE</th> <th>EXTENDED</th> </tr> </thead> <tbody> <tr> <td colspan="2">TOTAL PARTS 0.00</td> <td>TOTAL LABOR 0.00</td> <td colspan="2">TOTAL FOR THIS REPAIR 0.00</td> </tr> </tbody> </table> | | | | | | QTY | PART NO/OP | DESC | PRICE | EXTENDED | TOTAL PARTS 0.00 | | TOTAL LABOR 0.00 | TOTAL FOR THIS REPAIR 0.00 | | | | | | | | | | | | | | | | | | | | |
| QTY | PART NO/OP | DESC | PRICE | EXTENDED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL PARTS 0.00 | | TOTAL LABOR 0.00 | TOTAL FOR THIS REPAIR 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| THANK YOU FOR THE OPPORTUNITY TO SERVE YOU TODAY! YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER REGARDING YOUR EXPERIENCE WITH US. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CALL DIANE AT 732-892-8777 TO DISCUSS. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CUSTOMER SIGNATURE _____ | | | | | | <table border="1"> <tbody> <tr> <td>PARTS</td> <td>56.45</td> </tr> <tr> <td>LABOR</td> <td>18.50</td> </tr> <tr> <td>MISC. CHARGES</td> <td>(23.67)</td> </tr> <tr> <td>TAXES</td> <td>3.59</td> </tr> <tr> <td>SUBLET</td> <td>0.00</td> </tr> <tr> <td>MISC SUPPLIES</td> <td>0.00</td> </tr> <tr> <td>TOTAL CASH</td> <td>54.87</td> </tr> </tbody> </table> | | | | PARTS | 56.45 | LABOR | 18.50 | MISC. CHARGES | (23.67) | TAXES | 3.59 | SUBLET | 0.00 | MISC SUPPLIES | 0.00 | TOTAL CASH | 54.87 | | | | | | | | | | | |
| PARTS | 56.45 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LABOR | 18.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MISC. CHARGES | (23.67) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TAXES | 3.59 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUBLET | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MISC SUPPLIES | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL CASH | 54.87 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

10/8/2010 9:32:31AM

R001078736

Jed: 255632

Point Inspection Report Card as Recommended by Ford Motor Company

Today's
Date:

RO/Tag:

State

Inspec. Month:

Make/Model/Year:

Mileage:

VIN #:

Plate #:

SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT

| | SERVICED | DUE | SERVICED |
|---|-------------------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> Cabin Air Filter | <input checked="" type="checkbox"/> | <input type="checkbox"/> Oil Filter | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Engine Air Filter | <input checked="" type="checkbox"/> | <input type="checkbox"/> Spark Plugs | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Engine Coolant | <input checked="" type="checkbox"/> | <input type="checkbox"/> Tire Rotation | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Fuel Filter | <input checked="" type="checkbox"/> | <input type="checkbox"/> Transmission Filter | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Oil Change | <input checked="" type="checkbox"/> | <input type="checkbox"/> Transmission Fluid | <input checked="" type="checkbox"/> |

This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

CHECK FLUID LEVELS AND FILL

☒ Oil and/or fluid leaks

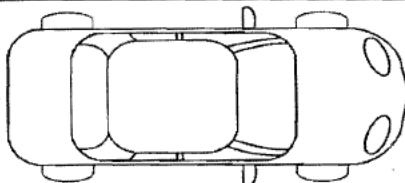
| | | |
|---|---|---|
| <input checked="" type="checkbox"/> OK <input type="checkbox"/> FILL Engine Oil | <input checked="" type="checkbox"/> OK <input type="checkbox"/> FILL Power Steering | <input checked="" type="checkbox"/> OK <input type="checkbox"/> FILL Transmission (if equipped with dipstick) |
| <input checked="" type="checkbox"/> Brake Reservoir | <input checked="" type="checkbox"/> Window Washer | <input checked="" type="checkbox"/> Coolant Recovery Reservoir |

BATTERY



EXTERIOR BODY

Note any existing exterior body damage or defects on diagram



SYNC VEHICLE HEALTH REPORT (VHR)

ACTIVATED

VHR Activation ☐ Yes ☐ No ☐ N/A

LEGEND

☒ May contribute to vehicle efficiency and promote a greener environment

☒ Checked and OK at this time

☐ May require future attention

☐ Requires immediate attention

CHECK FOLLOWING SYSTEMS/COMPONENTS

| | SERVICED |
|--|-------------------------------------|
| <input checked="" type="checkbox"/> Brake system (including lines, hoses, and parking brake) | <input checked="" type="checkbox"/> |
| STEERING AND SUSPENSION | SERVICED |
| <input checked="" type="checkbox"/> Shocks/struts and other suspension components for leaks and/or damage | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Steering, steering linkages and ball joints | <input checked="" type="checkbox"/> |
| EXHAUST SYSTEM | SERVICED |
| <input checked="" type="checkbox"/> Exhaust system (leaks, damage, loose parts) | <input checked="" type="checkbox"/> |
| TRANSMISSION AND DRIVE AXLE | SERVICED |
| <input checked="" type="checkbox"/> Clutch operation (if equipped) | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Constant velocity (CV) drive axle boots (if equipped) | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed) | <input checked="" type="checkbox"/> |
| LIGHTS/BLADES/WINDSHIELD | SERVICED |
| <input checked="" type="checkbox"/> Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Windshield washer spray, wiper operation and wiper blades | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Windshield for cracks, chips and pitting | <input checked="" type="checkbox"/> |
| BELTS/HOSES/MOUNTS | SERVICED |
| <input checked="" type="checkbox"/> HVAC system and hoses/lines for leaks and/or damage | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Engine Cooling System, radiator, hoses and clamps | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Accessory drive belt(s) | <input checked="" type="checkbox"/> |

TIRE/BRAKE WEAR

| | | | |
|---------------------|--|---|--|
| TIRE TREAD | 7/32" and greater | 4/32" to 7/32" | 3/32" and less |
| BRAKE LINING | Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum) | 3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32" | Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum) |



TIRE WEAR INDICATES:

| | |
|---|-------------------------------------|
| <input checked="" type="checkbox"/> Alignment check needed | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Wheel balance needed | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Tire repair needed | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Brake measurements not taken this service visit | <input checked="" type="checkbox"/> |
| TIRE RECALLS | |
| <input checked="" type="checkbox"/> Check for open tire recalls | <input checked="" type="checkbox"/> |

| LEFT FRONT | SERVICED | RIGHT FRONT | SERVICED |
|--|-------------------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> Tire Tread Depth 7 /32" Tire Age 7 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Tread Depth 7 /32" Tire Age 7 | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Tire Wear Pattern/Damage | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Wear Pattern/Damage | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Brake Lining 8 mm 8 /32" | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Brake Lining 8 mm 8 /32" | <input checked="" type="checkbox"/> |
| LEFT REAR | SERVICED | RIGHT REAR | SERVICED |
| <input checked="" type="checkbox"/> Tire Tread Depth 7 /32" Tire Age 7 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Tread Depth 7 /32" Tire Age 7 | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Tire Wear Pattern/Damage | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Wear Pattern/Damage | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Brake Lining 8 mm 8 /32" | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Brake Lining 8 mm 8 /32" | <input checked="" type="checkbox"/> |
| SPARE | SERVICED | | |
| <input checked="" type="checkbox"/> Tire Pressure - set to factory recommended PSI | <input checked="" type="checkbox"/> | | |

Comments:

Service Advisor:

Customer Signature:

Technician:



3601 State Street SCHENECTADY, NY 12304
(518) 382-1010
www.metrofordsales.com



Blue Oval Certified

N.Y.S. REPAIR SHOP REGISTRATION R3470418

| | | |
|--|-----------------------|---------------|
| STATE REG# | | PER HOUR |
| CUSTOMER LABOR CHARGES ARE BASED ON A RATE OF: \$ | | |
| PRELIMINARY ESTIMATE | AUTHORIZED BY: | |
| REVISED ESTIMATE | AUTHORIZED BY: | DATE/TIME |
| RECOMMENDED SERVICES | | |
| OPERATION | OPERATION DESCRIPTION | MO / MI TOTAL |
| | | |
| NEW FORD PARTS AND MOST AUTHORIZED REBUILT PARTS ARE WARRANTED FOR 12 MONTHS OR 12000 MILES OR WHICHEVER COMES FIRST. NOTE: Contact your Ford Dealer to verify any exceptions to warranty coverages. The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory. If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty. (Except when other Ford parts are used). THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS PART OF NORMAL MAINTENANCE. TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED. THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ADDITIONAL CONDITIONS TO THIS WARRANTY MAY APPLY. PLEASE REFER TO YOUR OWNERS MANUAL OR CONTACT A DEALER TO VERIFY WARRANTY COVERAGES WHICH MAY APPLY TO YOUR VEHICLE. LIMITED EXPRESS WARRANTY LABOR ONLY OTHER THAN FORD PARTS ARE WARRANTED FOR 90 DAYS OR 4000 MILES WHICHEVER OCCURS FIRST. THE DEALER HEREBY LIMITS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS TO THE SAME PERIOD. | | |

Reynolds and Reynolds EDWANTWOLE 022059410 (04/06)

SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION |
|------|--------------|---------|---------|------------|------|-----------|-----------------------|
| | | | | | | | |

S E R V I C E

SALESPERSON NO.

| | | | | | | |
|---|-------------|---|---------------|---|--------------------|-------------|
| VEHICLE ID NO. 3FAHP0HGXR | | YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN SE FWD | | STOCK NO. | LICENSE NO. | R.O. NO. |
| CUSTOMER NO. 10822 | | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE |
| WALL TWP, NJ | | COLOR BLACK/ | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO. |
| TURBO | M / MC | AIR COND. | P. S. | TRANS | MILEAGE | ADVISOR NO. |
| N | FOZZ | Y | Y | | 0 | 6377 |
| RESIDENCE PHONE | | TIME RECEIVED 02:33pm | | I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle. | | |
| BUSINESS PHONE | | LABOR RATE | | X | | |
| DATE / TIME PROMISED 10/09/10 04:30pm | | PRIORITY | | | | |
| APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | ADVISOR JAY OSTRANDER | | | | |

| | | | |
|--|--|--|--|
| JOB | | LABOR INSTRUCTIONS | |
| ORIGINAL CUSTOMER ESTIMATE: TOTAL 42.50 | | MILEAGE OUT | |
| X | | ROAD TESTED <input type="checkbox"/> | |
| 1 C: 03FOZ1 STEERING SUSP MISC | | 2000 PRESIDENT'S AWARD | |
| CHECK CUSTOMER CONCERN HAS NO POWER STEERING | | ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE. <input type="checkbox"/> SAVE <input type="checkbox"/> DISCARD | |
| | | ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED. | |



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track 1 — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track 2 — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE – PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (included bodily injury)
- 699 TORT – OTHER

Track 3 — 450 days' discovery

- 005 CIVIL RIGHTS
- 302 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV – Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL / ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PEROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants
- 288 Prudential Tort Litigation

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX |
| 271 ACCUTANE | 283 DIGITEK |
| 272 BEXTRA / CELEBREX | 284 NUVARING |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 286 LEVAQUIN |
| 275 ORTHO EVRA | 287 YAZ / YASMIN / OCELLA |
| 277 MAHWAH TOXIC DUMP | 601 ASBESTOS |
| 278 ZOMETHA/ARELIA | 619 VIOXX |
| 279 GADNOLINIUM | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."



Please check off each applicable category:

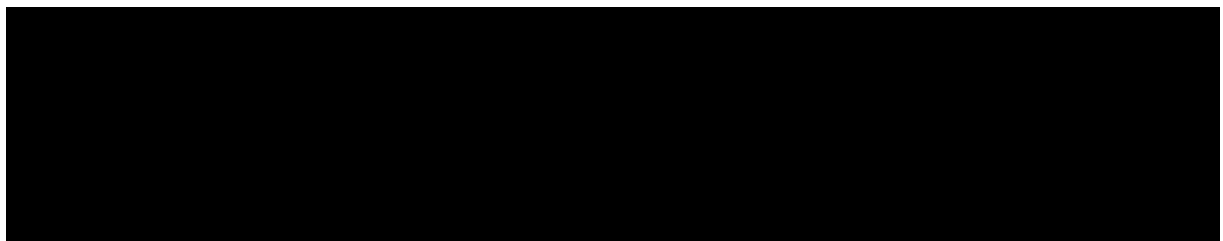
☐ Verbal Threshold

☐ Putative Class Action

☐ Title 59

Appendix XII-B1

| | | | |
|---|---|---|---|
|  | <h2 style="margin: 0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin: 5px 0 0 0;">Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p> | | <p style="font-size: small; margin: 0;">FOR USE BY CLERKS OFFICE ONLY</p> <p>PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA</p> <p>CHG/ CK NO.</p> <p>AMOUNT:</p> <p>OVERPAYMENT:</p> <p>BATCH NUMBER:</p> |
| | ATTORNEY/ PRO SE NAME | TELEPHONE NUMBER | COUNTY OF VENUE |
| | Jacqueline C. Herritt, Esq. | (856) 429-8334 | Monmouth County |
| | FIRM NAME (if applicable) | | |
| | Kimmel & Silverman, P.C. | | |
| OFFICE ADDRESS | | DOCUMENT TYPE | |
| Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003 | | Complaint | |
| | | JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| NAME OF PARTY (e.g. John Doe, Plaintiff) | CAPTION | | |
| _____ & _____ _____, Plaintiff | _____ v. Ford Motor Company | | |
| CASE TYPE NUMBER (See reverse side for listing) | IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| 512 – Lemon Law | IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT. | | |
| RELATED CASES PENDING? | IF YES, LIST DOCKET NUMBERS | | |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? | NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN | | |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN | | |
| THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE. | | | |
| CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION | | | |
| DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? | IF YES, IS THAT RELATIONSHIP: | | |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS | | |
| DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION: | | | |
|  DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT? | IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMODATION | | |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| WILL AN INTERPRETER BE NEEDED? | IF YES, FOR WHAT LANGUAGE? | | |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b). | | | |
| ATTORNEY SIGNATURE _____ | | | |



ND

LAW OFFICES

Licensed in New York
and New Jersey

4302 PALISADE AVENUE
UNION CITY, NEW JERSEY 07087
(201) 866-9097
FAX: (201) 866-2071

October 3, 2013

Ford Motor Company
Customer Relationship Center
PO Box 6248
Dearborn, MI 48121

Re: [REDACTED] v. Ford Motor, et al.
Vin No.: 3FAHPOJA9BR [REDACTED]
Vehicle: 2011 Ford Fusion

13 OCT -8 PM 03

CONSUMER AFFAIRS
SECTION

Dear Sir or Madam:

I am the owner of the above captioned vehicle. In September, 2013, on two consecutive days while attempting to make a turn my power steering failed and locked causing me to lose control of my vehicle. Approximately one year earlier, while attempting to make a right turn from a stop sign, my power steering again failed. At that time I shut the engine off, waited a few seconds and then restarted the engine without any further occurrence or problems.

Following the last occurrence, I had my vehicle towed to the local Ford dealer who advised that the entire power steering system had failed. I was shocked and dismayed because the car only had about 50,000 miles and the car is only about two years old. The dealer told me that these kind of things happen with the electronic steering; that the problem is not covered by warranty; and, that I was fortunate that I was not travelling at a higher rate of speed.

I have attached a copy of the invoice for services rendered in the amount of \$2,157.86. Being unsatisfied with the dealer's response, I did a little research and found that my case is not isolated. A number of similar type cases have been reported.

I have owned a number of Ford motor vehicles over the years and have been very satisfied with their performance up until this occurrence. Frankly, at this point, I do not feel safe operating this vehicle any longer. On both occasions in September, my steering wheel locked as I was making a left hand turn causing me to lose control of my vehicle. It was sheer fortune that no vehicles were coming in the opposite direction and that I was able to recover control of my vehicle before having a major collision. Given that the dealer has indicated that there are no warning signs before such a problem occurs and

PE14-030 000030LC

LAW OFFICES
[REDACTED]

Re: [REDACTED] v. Ford Motor, et al.
Page 2/October 3, 2013

given my research on the subject with other drivers experiencing the same problems, I wish to know what assurances you can provide me that this vehicle is now safe to continue to operate.

I would like to amicably resolve this matter with either the repair or replacement of this vehicle so that I will no longer need fear an impending disaster to me and other innocent drivers on the road and will no longer incur damages and expenses for the towing and repair of this vehicle.

I hope to hear from you within the next fourteen (14) days from the date of this letter. In the event that you fail to reply, I will seek enforcement of my remedies under both Federal and State Laws.

Thank you for your anticipated courtesies and cooperation.

Very truly yours,
[REDACTED]

SJC/ec
Enc:
VIA CMRRR

CUSTOMER #: 6930

26108

INVOICE

FORD OF ENGLEWOOD
40-60 VAN NOSTRAND AVE
ENGLEWOOD NJ 07631

ALPINE, NJ

PAGE 1

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 103 THOMAS A KULESA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG | |
|---------------|-----------|---------------|--------------------------------|---------|-----------------|---------|-----------|
| | 11 | FORD FUSION | 3FAHP0JA9BR2 | | 50364/50370 | T2522 | |
| DEL DATE | PROD DATE | WARR. EXP | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 15FEB11 DD | | | 17:00 22AUG13 | | 0.00 | CASH | 23AUG13 |
| R.O. OPENED | | READY | OPTIONS: STK:11N062 DLR:13H144 | | | | |
| 10:31 32AUG13 | | 15:35 23AUG13 | | | | | |

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

A CUST STATES POWER STEERING IS INOP AND ADVANCE TRACK LIGHT IS ON

D REPLACED BOTH FRONT CONTROLE ARMS AND STEERING

GEAR.REPROGRAMMED PCM AND PERFORMED

ALIGNMENT

306 CP

1 AB5Z*3504*CE GEAR ASY - STEERING

1105.26 1105.26 1105.26

1 BE5Z*3078*B ARM ASY - FRONT SUSPENSION

123.08 123.08 123.08

1 BE5Z*3079*A ARM ASY - FRONT SUSPENSION

128.35 128.35 128.35

PARTS: 1356.69 LABOR: 660.00 OTHER: 0.00 TOTAL LINE A: 2016.69

B MULTI POINT INSPECTION

99P MULTI POINT INSPECTION

306 CP

0.00 0.00

GBAT GOOD BATTERY

306 CP

0.00 0.00

GTIRE 7/32 OR GREATER

306 CP

0.00 0.00

GBK 5MM OR GREATER

306 CP

0.00 0.00

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

AUG 23 2013

141.17

| ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. | STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. | DESCRIPTION | TOTALS |
|--|--|------------------------|---------|
| | | LABOR AMOUNT | 660.00 |
| | | PARTS AMOUNT | 1356.69 |
| | | GAS, OIL, LUBE | 0.00 |
| | | SUBLET AMOUNT | 0.00 |
| | | MISC. CHARGES | 0.00 |
| | | TOTAL CHARGES | 2016.69 |
| | | LESS INSURANCE | 0.00 |
| | | SALES TAX | 141.17 |
| (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) | CUSTOMER SIGNATURE | PLEASE PAY THIS AMOUNT | 2157.86 |

PE14-030 000032LC

4302 PALISADE AVENUE
UNION CITY, NJ 07087
Phone: 201-866-9097
Fax: 201-866-2071

**LAW OFFICES OF
STEPHEN J. COCHI**

Fax

CONFIDENTIALITY NOTICE: The information in this facsimile is intended only for the named recipients. It may contain privileged and confidential matter. If you have received this facsimile in error, or if there is a transmission error, please notify us immediately by collect telephone call and return the original to sender by mail. We will reimburse you for postage. Do not disclose the contents to anyone. Thank you.

To: Ford Motor Company

From: [REDACTED], ESQ.

Attn: La Shawn Rudolph

Fax: 888-699-4620

Date: October 15, 2013

Re: Stephen J. Cochi

VIN: 3FAHP0JA9BR [REDACTED]

2011 Ford Fusion

Pages: 3

☐ Urgent ☒ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Comments:

Dear La Shawn Rudolph,

Pursuant to your request, enclosed herewith please find the following documents:

- 1) Vehicle Registration;
- 2) Repair Order

Please note that all repairs have been completed. The vehicle is in my possession. The current mileage is approximately 54,000 miles.

You may contact me at the above number.

Very truly yours,

[REDACTED]
VIA FACSIMILE ONLY



VEHICLE REGISTRATION



PLATE NO: [REDACTED] GOOD THRU: 10/2014

VIN: 3FAHPOJA9BR [REDACTED] 0

FOR 2011 4 DR BLK FUS WC:7
[REDACTED] PASSENGER 07

ALPINE

NJ [REDACTED]
FEE: 46.50

RENEWAL [REDACTED] PT:PA
RP201323188478201

CUSTOMER #: 6930

26108

INVOICE

FORD OF ENGLEWOOD
40-60 VAN NOstrand AVE
ENGLEWOOD NJ 07631

ALPINE, NJ

PAGE 1

HOME: - CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 103 THOMAS A KULESA

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG | |
|-------------|------------|-------------|--------------------------------|---------|-----------------|---------|-----------|
| | 11 | FORD FUSION | 3FAHP0JA9BR2 | | 50364/50370 | T2522 | |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO. NO. | RATE | PAYMENT | INV. DATE |
| 15FEB11 | | | 17:00 22AUG13 | | 0.00 | CASH | 23AUG13 |
| R.O. OPENED | | READY | OPTIONS: STK:11N062 DLR:13H144 | | | | |

10:31 22AUG13 15:35 23AUG13

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

A CUST STATES POWER STEERING IS INOP AND ADVANCE TRACK LIGHT IS ON

D REPLACED BOTH FRONT CONTROL ARMS AND STEERING

GEAR. REPROGRAMMED PCM AND PERFORMED

ALIGNMENT

| | | | | | | | |
|--------|--------------|----------------------------|---------|---------|---------|---------------|---------|
| 306 | CP | | | 660.00 | 660.00 | | |
| 1 | AE5Z*3504*CE | GEAR ASY - STEERING | 1105.26 | 1105.26 | 1105.26 | | |
| 1 | BE5Z*3078*B | ARM ASY - FRONT SUSPENSION | 123.08 | 123.08 | 123.08 | | |
| 1 | BE5Z*3079*A | ARM ASY - FRONT SUSPENSION | 128.35 | 128.35 | 128.35 | | |
| PARTS: | 1356.69 | LABOR: | 660.00 | OTHER: | 0.00 | TOTAL LINE A: | 2016.69 |

B MULTI POINT INSPECTION

99P MULTI POINT INSPECTION

| | | | | | | | |
|--------|-----------------|--------|------|--------|------|---------------|------|
| 306 | CP | | | 0.00 | 0.00 | | |
| GBAT | GOOD BATTERY | | | | | | |
| 306 | CP | | | 0.00 | 0.00 | | |
| GTIRE | 7/32 OR GREATER | | | | | | |
| 306 | CP | | | 0.00 | 0.00 | | |
| GBK | 5MM OR GREATER | | | | | | |
| 306 | CP | | | 0.00 | 0.00 | | |
| PARTS: | 0.00 | LABOR: | 0.00 | OTHER: | 0.00 | TOTAL LINE B: | 0.00 |

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

STATEMENT OF DISCLAIMER

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

| DESCRIPTION | TOTALS |
|------------------------|---------|
| LABOR AMOUNT | 660.00 |
| PARTS AMOUNT | 1356.69 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 2016.69 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 141.17 |
| PLEASE PAY THIS AMOUNT | 2157.86 |

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

CUSTOMER SIGNATURE

Case Print Report

Case Number CAS- [REDACTED]

Case Opened Date 5/7/2013 9:36 AM

Case Closed Date 5/7/2013

Case Status Resolved

Case Last Modified 5/7/2013 9:37 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Warranty Coverage > Outside Warranty
> Recommend Repair at FL Dealership

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

ALPINE

NJ

Email [REDACTED]

Dealer Ford of Englewood, Inc.

VIN 3FAHP0JA9BR [REDACTED]

Year 2011 Make FORD

Model FUSION

Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1 Start/Run/Move

Level 2 Starting

Level 3 Slow Crank/Battery

Level 4 OTHER

Case Print Report

Case Number CAS-



Case Print Report

Case Number CAS- [REDACTED]

| Agent Name | Note Last Modified |
|------------|--------------------|
|------------|--------------------|

Ernest Brown

5/7/2013 9:37 AM

VIN 3FAHP0JA9BR [REDACTED]

MILEAGE 44000

*** HOME [REDACTED]

CS NAME

CS STATES

*** WAS WALKING OUT OF THE DOOR TO GO TO WORK AND THE VEHICLE WOULD NOT START

*** VEHICLE HAS NOT BEEN TO THE FORD DLRSHIP

*** CS IS CALLING TO SEE IF THE BATTERY WAS COVERED UNDER WARRANTY

DLRSHIP

Ford of Englewood, Inc.
40 Van Nostrand Avenue
Englewood, NJ 07631
(201) 569-6500

CRC ADVISED CS

*** ADVISED CS THT THE BATTERY WAS COVERED UNDER THE PROVISIONS OF THE BUMPER TO BUMPER WARRANTY

*** Roadside Coverage is included in your vehicle's bumper-to-bumper, powertrain, and Extended Service Plan (including Extended Service Contract) warranties at no charge. Under the benefits, Roadside Assistance will:

Mount your spare if you have a flat tire

Jumpstart your vehicle

Unlock your vehicle if you are locked out (does not include the cost of making spare keys)

Bring up to two gallons of gasoline or five gallons of diesel fuel

Winch out within 100 feet of a county paved road.

Tow your vehicle if you are stranded or in an accident.

Case Print Report

Case Number CAS [REDACTED]

Case Print Report

Case Number CAS- [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------|
| Ernest Brown | 5/7/2013 9:37 AM | fmc_closecase | Close Case |
| Ernest Brown | 5/7/2013 9:37 AM | incidentresolution | Case Resolution |

Case Print Report

Case Number CAS [REDACTED]

Case Print Report

Case Number CAS- [REDACTED]

Case Opened Date 8/21/2013 10:13 AM

Case Closed Date 8/21/2013

Case Status Resolved

Case Last Modified 8/21/2013 10:27 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Recall > Vehicle Involvement Inquiry

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

ALPINE NJ [REDACTED]

Email [REDACTED]

Dealer Town Motors

VIN 3FAHP0JA9BR [REDACTED]

Year 2011 Make FORD

Model FUSION Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Feel/Wander/Pull

Level 4 Intermittent

Case Print Report

Case Number CAS: [REDACTED]

Case Print Report

Case Number CAS- [REDACTED]

| Agent Name | Note Last Modified |
|------------|--------------------|
|------------|--------------------|

Fernando Marrero

8/21/2013 10:27 AM

CUST STATES

-VEH NOT AT DLR

SYMPTOM

-STEERING WHEEL LOCKED WHEN TURNING THREE TIMES-INTERMITTENT

*CUST SEEKS*RECALL INQY

CSR

ADVISED NO RECALLS

ADVISED POWERTRAIN WTY

-ADVISED CUST BRING VEH TO DLR FOR DIAG AND REPAIRS

Case Print Report

Case Number CAS: [REDACTED]

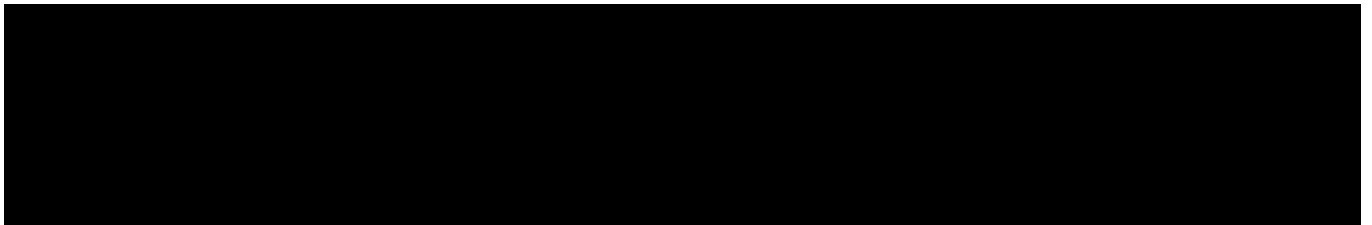
Case Print Report

Case Number CAS- [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------|
| Fernando Marrero | 8/21/2013 10:27 AM | fmc_closecase | Close Case |
| Fernando Marrero | 8/21/2013 10:27 AM | incidentresolution | Case Resolution |

Case Print Report

Case Number CAS: [REDACTED]



MARY L. SWAIN



CLERK OF COURTS

L000266558

**FORD MOTOR CO
C/O CT CORP SYSTEMS S/A
1300 E 9TH ST, STE 1010
CLEVELAND, OH 44114**

Date: December 16, 2011

Case No. : CV [REDACTED]

[REDACTED] vs. FORD MOTOR CO

**SUMMONS ON COMPLAINT BY CERTIFIED MAIL
COURT OF COMMON PLEAS, BUTLER COUNTY, OHIO**

To the above named party: You are hereby summoned to answer a complaint that has been filed against you in the Butler County Common Pleas Court by the plaintiff(s) named herein. A copy of the complaint is attached.

You are required to serve upon the plaintiff(s) attorney, or upon the plaintiff(s) if there is no attorney of record, a copy of your answer to the complaint within 28 days after receipt of this summons, exclusive of the day of service. The answer must be filed with this court within three days after service on Plaintiff's attorney.

The name and address of the plaintiff(s) attorney is as follows:

ELIZABETH A WELLS
2299 MIAMISBURG CENTERVILLE RD
CENTERVILLE, OH 45459

If you fail to appear and defend, judgment by default may be taken against you for the relief demanded in the complaint.

MARY L. SWAIN
Butler County Clerk of Courts

By: Renee Bruce
Deputy Clerk

GOVERNMENT SERVICES CENTER • 315 HIGH STREET • SUITE 550 • HAMILTON, OHIO 45011-6016

BUTLER COUNTY CLERK OF COURTS
www.butlercountyclerk.org

PE14-030 000049LC

5. This claim is for breach of express, and/or implied warranties, and violation of the Ohio Lemon Law¹ by Ford Motor Company.²
6. Plaintiff performed all conditions precedent to private enforcement of the Ohio Lemon Law.
7. The vehicle involved in this case qualifies as a “lemon,” both generically, and under the Lemon Law.
8. As a result of the above, and the allegations below, inter alia, Defendant breached its express, and/or implied warranties, and violated the Ohio Lemon Law to the injury of Plaintiff, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
9. At all times relevant, Plaintiff was a consumer.
10. At all times relevant, Middletown Ford, Inc.³ was a supplier, and merchant, and an authorized representative of the Manufacturer.
11. At all times relevant, the Manufacturer was a supplier, and merchant and manufacturer or distributor.
12. On or about March 1, 2010, the parties entered into a consumer transaction, in that Plaintiff agreed to purchase from the Dealer, the Dealer agreed to sell to Plaintiff, a certain 2010 Ford Fusion motor vehicle, VIN # 3FAHPOJGXAR [REDACTED], and as part of the deal the Dealer agreed to

¹Revised Code 1345.71 *et seq.*

²Hereafter referred to as the Manufacturer.

³Hereafter referred to as the Dealer.

arrange, and did so arrange, for Huntington National Bank to extend credit to Plaintiff, and to finance the transaction. Also as part of the deal, the Manufacturer agreed to warrant the vehicle to be free from malfunctions and defects.

13. A copy of the contract is not attached for the reason that it is available to the Defendant. Plaintiff will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
14. Plaintiff purchased the vehicle in reliance on the existence of a written warranty from Defendant, and on advertising representations and/or warranties of Defendant.
15. A copy of the Manufacturer's warranty is not attached for the reason that it is available to the Defendant. Plaintiff will provide a copy upon request, and it will be introduced into evidence at the trial hereof.
16. After purchasing the vehicle, Plaintiff discovered that it did not conform to the representations of Defendant inasmuch as it developed continuing malfunctions, defects, and problems, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
17. Through its advertising and otherwise, Defendant represented that the vehicles it built were fit for the purpose for which they were designed, that they are safe and suitable vehicles for their intended designed use, reliably operable for private transportation. Plaintiff purchased the vehicle in reliance upon the belief that Defendant possessed a high degree of manufacturing skill and judgment.

18. Through its advertising and otherwise, Defendant represented that the vehicles which it manufactured were of merchantable quality, fit and in proper condition for the ordinary use for which such vehicles are designed and used, and Plaintiff relied on such; the vehicle involved in this case was not, however, of merchantable quality, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
19. The malfunctions and defects in the vehicle severely and substantially impaired its use, and/or safety, and/or value to Plaintiff, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
20. Defendant's failure to timely fix all of the vehicle's defects has caused Plaintiff to lose confidence in the reliability of the subject motor vehicle, and in the ability of the Manufacturer to repair the vehicle's defects, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
21. Plaintiff provided Defendant, and/or one or more of its authorized dealers, with a reasonable number of opportunities to repair the vehicle; but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable number of attempts, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
22. Plaintiff provided Defendant and/or one or more of its authorized dealers with a reasonable amount of time to repair the vehicle; but they have each neglected, failed, refused, or otherwise been unable to do so within a reasonable amount of time, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.

23. As a result of the above facts, Defendant breached its warranties and representations with respect to the vehicle, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
24. One or more of the defects and malfunctions in the vehicle were covered under the terms of the Defendants' warranties, and the Defendant failed to repair the vehicle, thereby diminishing the use, and/or safety, and/or value of the vehicle, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
25. Defendant, and/or one or more of its authorized dealers, had notices of the breaches of the express and/or implied warranties and the defective condition of the subject motor vehicle within a reasonable time.
26. Plaintiff suffered, and shall continue to suffer actual, incidental and consequential damages as a direct and proximate result of the inability, or other failure, of Defendant's authorized representatives to repair or replace the vehicle, or refund its price.

SECOND CLAIM: MAGNUSON MOSS ACT

27. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
28. This claim is for breach of express, and/or implied warranties, and violation of the Magnuson Moss Warranty Act⁴ by Ford Motor Company.

⁴15 U.S.C. 2301, *et seq.*

29. As a result of the above, among other things, the Defendant has breached its express and/or implied warranties without legal excuse, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
30. As a result of the above, inter alia, Defendant is in violation of the Warranty Act by its failure to comply with its express and/or implied warranties obligations, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.

THIRD CLAIM: CONSUMER ACT

31. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
32. This claim is for violation of the Ohio Consumer Sales Practices Act⁵ by Ford Motor Company.
33. The Defendant violated the Magnuson Moss Warranty Act in one or more manners, and knew, or should have known that doing so would be unfair and/or deceptive and/or unconscionable to Plaintiff, and did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
34. The Defendant breached and/or failed to honor its express and/or implied warranties to Plaintiff, and had a legal obligation to Plaintiff with no valid legal defense for not performing those obligations, but avoided, or attempted to avoid, one or more of its obligations. Defendant knew, or

⁵ORC 1345.01, *et seq.* Hereafter referred to as the Consumer Act.

should have known, that doing so would be unfair and/or deceptive and/or unconscionable to Plaintiff, but did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.

35. The Defendant violated the Lemon Law and knew, or should have known, that it was doing so and that it would be unfair and/or deceptive and/or unconscionable to Plaintiff, but did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
36. As a result of the above, inter alia, Defendant committed one or more unfair or deceptive acts or practices in violation of the Consumer Act, before, during, or after a consumer transaction between Plaintiff and a supplier in relation to the 2010 Ford Fusion.

FOURTH CLAIM: TORTIOUS BREACH OF WARRANTY

37. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
38. This claim is for tortious breach of warranty by Ford Motor Company.
39. Ford Motor Company warranted the subject 2010 Ford Fusion when it distributed it. At that time, it knew that persons in the position of [REDACTED] [REDACTED] would rely upon that warranty from Ford Motor Company in deciding to contract to and purchase the 2010 Ford Fusion from the Ford Motor Company's retail sales outlet and that [REDACTED] would be the intended beneficiary of the said warranty and that if Ford Motor Company failed to comply with its warranty, then the direct and proximate result of

that failure by Ford Motor Company would be damage and injury to Mr.

- ██████████.
40. At the time it distributed the subject 2010 Ford Fusion, Ford Motor Company might reasonably have expected the 2010 Ford Fusion would be used in this state and Ford Motor Company regularly does or solicits business or engages in a persistent course of conduct in this state.
 41. Ford Motor Company and one or more of its duly authorized warranty representatives failed to comply with its warranty on the 2010 Ford Fusion, in spite of the reasonable opportunities given by ██████████ for Ford Motor Company to do so.
 42. As a direct and proximate result thereof, the warranty on the 2010 Ford Fusion from Ford Motor Company to ██████████ failed of its essential purpose.
 43. As a direct and proximate result thereof, ██████████ suffered actual damages for which Ford Motor Company is liable.

WHEREFORE, judgment is demanded against defendant as deemed proper and lawful by the Court, alternatively as follows:

PRAYER FOR RELIEF

1. On the first claim, violation of the Ohio Lemon Law, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

2. On the second claim, violation of the Magnuson-Moss Warranty Act, statutory and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

3. On the third claim, violation of the Ohio Consumer Sales Practices Act, \$200.00 statutory damages or three times such actual damages, whichever is greater, and other damages, remedies, and relief as deemed proper and lawful by the Court, for each and every violation that may be proven at trial.

4. On the fourth claim, tortious breach of warranty, damages, remedies, and relief as deemed proper and lawful by the Court.

ALTERNATIVE PRAYER FOR RELIEF

Or, in the alternative to the damages set forth in the prayer above,

1. On the first claim, an Order requiring Defendant to repurchase the subject vehicle and pay compensation to Plaintiff as appropriate under the Ohio Lemon Law;

2. On the second claim, rescission under the Magnuson Moss Warranty Act and damages under the Ohio Commercial Code;

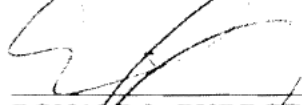
3. On the third claim, statutory rescission under the Consumer Act;

4. On the fourth claim, remedies and relief as deemed proper and lawful by the Court;

Plus on each and every claim, expenses of suit and litigation, interest from the date the contract was consummated, and an Order finding Plaintiff to have rescinded the transaction and/or to have revoked acceptance, reasonable attorney fees, plus all costs, and any and all other legal and equitable relief deemed necessary and just.

Plaintiff demands trial by jury on all claims and issues.

Respectfully submitted,



RONALD L. BURDGE (0015609)

ELIZABETH AHERN WELLS (0078320)

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ISSUE LIST

| Last Handling Date/ Issue Status | Name/ Reason Desc | Vin/ Case No. | Model Year and Vehicle Line | Issue Type |
|--|---|--------------------------------------|--------------------------------|---------------|
| 11/15/2011 CLOSED | DRP-VEHICLE REPLACEMENT REQUEST | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 06 |
| 8/31/2011 CLOSED | CLP - IN - BUYBACK - MULTIPLE REPAIRS | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 04 |
| 8/30/2011 CLOSED | CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 04 |
| 8/29/2011 CLOSED | CRC RELATED - SUPERVISOR REQUEST SUBMITTED | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 01 |
| 8/29/2011 CLOSED | CLP - CRC SUPPORTS FIELD'S DECISION | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 01 |
| 8/29/2011 CLOSED | CRC RELATED - F/M CSR FOLLOWING CONTACT | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 01 |
| 8/23/2011 CLOSED | MISC INQUIRY - CHANGE OF ADDRESS | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 02 |
| 6/29/2011 CLOSED | RAV - OTHER | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 08 |
| 6/22/2011 CLOSED | DEALER GENERATED INFORMATION ISSUE | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 03 |
| 6/7/2011 CLOSED | WARRANTY - REPAIR MUST BE PERFORMED AT F/LM | 3FAHP0JGXAR [REDACTED] 1603811581 | 2010 FUSION | 01 |

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01
Symptom Desc: AUTO TRANS GENERAL LEAKS Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPLACEMENT REQUEST Secondary Phone: 5 [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 01981 MIDDLETOWNFORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 17218 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 09/12/2011 Action Time: 16.05.11.354 Action Data: No

Comments NEW CASE: FRD1126669. PROBLEMS: TRANSMISSION LEAK & REPROGRAM, TRANSMISSION SLIPPING, BRAKE VIBRATION, POWER STEERING WENT OUT.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 01981 MIDDLETOWNFORD Origin Desc: BETTER BUSINESS BUREAU
Odometer: 17218 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 09/13/2011 Action Time: 11.05.11.854 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CONSUMER AFFAIRS-DISPUTE
Odometer: 17218 MI Resolution Program
Comm Type: OTHER
Analyst Name: PETERSON Analyst: LPETER58
(LPETER58), LINDA
Action Date: 09/14/2011 Action Time: 07.41.38.409 Action Data: No

Comments ----- OPENED NEW CASE

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CONSUMER AFFAIRS-DISPUTE
Odometer: 17218 MI Resolution Program
Comm Type: OTHER
Analyst Name: PETERSON Analyst: LPETER58
(LPETER58), LINDA
Action Date: 09/14/2011 Action Time: 14.42.12.894 Action Data: Yes

Comments ----- RECVD DLR REPORT AND RO'S FROM MIDDLETOWN FORD

| Data Element Name | Data Value |
|----------------------|------------|
| DATE PAPERWORK REC'D | 09-14-2011 |

Action: CUST DECLINED SETTLEMENT OFFER

Origin Desc: CONSUMER AFFAIRS-DISPUTE

Dealer: 01981 MIDDLETOWNFORD
 Odometer: 17218 MI
 Analyst Name: PETERSON
 (LPETER58),LINDA
 Action Date: 09/28/2011
 Comm Type: OTHER
 Analyst: LPETER58
 Action Time: 15.45.35.326
 Action Data: No
 Resolution Program

Comments ----- CUST DECLINED SETTLEMENT OFFER

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
 Dealer: 01981 MIDDLETOWNFORD
 Odometer: 17218 MI
 Analyst Name: PETERSON
 (LPETER58),LINDA
 Action Date: 09/29/2011
 Comm Type: OTHER
 Analyst: LPETER58
 Action Time: 10.36.36.901
 Action Data: No
 Origin Desc: CONSUMER AFFAIRS-DISPUTE
 Resolution Program

Comments ----- NO FURTHER SETTLEMENT OFFERS

Action: COMPANY REPORT SUBMITTED
 Dealer: 01981 MIDDLETOWNFORD
 Odometer: 17218 MI
 Analyst Name: PETERSON
 (LPETER58),LINDA
 Action Date: 09/30/2011
 Comm Type: OTHER
 Analyst: LPETER58
 Action Time: 15.33.19.806
 Action Data: Yes
 Origin Desc: CONSUMER AFFAIRS-DISPUTE
 Resolution Program

Comments ----- SUBMITTED MRF TO THE BBB REP HEARING NOT YET SCHEDULED

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

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 01981 MIDDLETOWNFORD
 Odometer: 17218 MI
 Analyst Name: COSTELLO, MATT
 Action Date: 10/06/2011
 Comm Type: MAIL
 Analyst: M-COSTE3
 Action Time: 16.05.11.712
 Action Data: No
 Origin Desc: BETTER BUSINESS BUREAU

Comments HEARING SCHEDULED ON 10/17/11 AT 10:00AM

Action: ARBITRATION DECISION-VEHICLE REPAIR
 Dealer: 01981 MIDDLETOWNFORD
 Odometer: 17218 MI
 Analyst Name: COSTELLO, MATT
 Action Date: 10/21/2011
 Comm Type: MAIL
 Analyst: M-COSTE3
 Action Time: 16.05.12.351
 Action Data: Yes
 Origin Desc: BETTER BUSINESS BUREAU

Comments DATE OF ARBITRATION HEARING 10/17/11 ARBITRATED RESULTING IN A FULL REPAIRS

| Data Element Name | Data Value |
|-----------------------------|------------|
| DATE OF ARBITRATION HEARING | 10/17/11 |

DATE OF DECISION LETTER
ARBITRATOR'S NAME (FIRST AND LAST) YES

Action: ARBITRATION DECISION-VEHICLE REPAIR
 Dealer: 01981 MIDDLETOWNFORD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 17218 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
 Action Date: 10/21/2011 Action Time: 16.05.12.581 Action Data: Yes

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A FULL REPAIRS

| Data Element Name | Data Value |
|------------------------------------|------------|
| DATE OF DECISION LETTER | |
| DATE OF DECISION LETTER | YES |
| ARBITRATOR'S NAME (FIRST AND LAST) | |

Action: ARBITRATION-AWA DRS SPENDING
 Dealer: 01981 MIDDLETOWNFORD Origin Desc: CONSUMER AFFAIRS-DISPUTE
 Odometer: 17218 MI Comm Type: OTHER RESOLUTION PROGRAM
 Analyst Name: PETERSON Analyst: LPETER58
 (LPETER58),LINDA
 Action Date: 10/24/2011 Action Time: 08.25.21.226 Action Data: Yes

Comments ----- ARB RENDERED A INTERIM REPAUIR DECISION WAITING ON A/R FORM FROM CUST ----- CASE CLOSED

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

Action: ASSUMED REJECTION OF DECISION
 Dealer: 01981 MIDDLETOWNFORD Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 17218 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
 Action Date: 11/15/2011 Action Time: 11.05.19.352 Action Data: Yes

Comments DATE OF REJECTION 11/15/11 ARBITRATED RESULTING IN A FULL REPAIRS

| Data Element Name | Data Value |
|-------------------|------------|
| DATE OF REJECTION | 11/15/11 |
| | N |
| | N |
| | Y |

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] 3
 Name: [REDACTED]
 Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS
 Issue Type: 04 REGION
 Initial Customer Contact: 08/24/2011

Year: 2010
 Owner Status: Original
 Issue Status: CLOSED

Model: FUSION
 WSD: 2010-03-01
 Primary Phone: [REDACTED]
 Secondary Phone: [REDACTED]

Case: [REDACTED]

Action: TIER II ESCALATION - BUYBACK

Dealer: 01981 MIDDLETOWNFORD

Odometer: 17000 MI

Analyst Name: MUNIZ, AMANDA

Action Date: 08/23/2011

Comm Type: PHONE

Analyst: AMUNIZ8

Action Time: 14.39.36.245

Origin Desc: US CONCERN CASE BASE

Action Data: No

Comments CUSTOMER SAID: - NO LONGER WANTING THE VEH- LIVES HAVE BEEN IN DANGER- TAKEN VEH TO DLR- NO LONGER WANTING VEH- VEH IS CURRENTLY AT DLR- IN A RENTAL WHILE VEH GETS REPAIRED- MULTIPLE PROBLEMS WITH VEHDEALER SAID: MIDDLETOWN FORD 1750 NORTH VERITY PARKWAY/PO BOX 505 MIDDLETOWN OH 45042(513) 420-8700CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK! HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.***ADV CUST OF ABOVE- C.WKIM [REDACTED] SPOUSE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 01981 MIDDLETOWNFORD

Odometer: 17000 MI

Analyst Name: SANTIAGO, SHANNA

Action Date: 08/24/2011

Comm Type: PHONE

Analyst: SSANTIA4

Action Time: 12.54.27.425 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments *CSM SHANNA ~ EXT 7737* OBC TO DEALER: SD TONY SAYS THAT THEY HAVE HAD A LOT OF ISSUES WITH THIS VEHICLE AND NOW THE STEERING WENT OUT. - THE CUSTOMER IS THE TRANS TECH'S WIFE. - THE STEERING WENT OUT WHILE SHE WAS DRIVING. - THERE IS NO POWER STEERING IN THIS VEHICLE. - THEY WILL GET TO LOOK AT IT TODAY FOR A DIAGNOSIS. - - - OBC TO CUSTOMER @ [REDACTED]: CUSTOMER SAYS THAT SHE DOES NOT WANT THE VEHICLE ANY LONGER. - IT WAS JUST IN FOR TRANS PROBLEMS. - SHE WAS DRIVING THE VEH WHEN THE STEERING WENT OUT. - CUST SAYS SHE COULD'VE BEEN IN AN ACCIDENT. - CSM ADVISED OF FORD'S COMMITMENT TO HONOR THE NVLW AND REPAIR THE VEH. - CSM ADVISED THAT OUR GOAL IS TO RESOLVE THIS CONCERN AND REPAIR IT AND WE WILL DO THAT. - CUST SAYS THAT IF THE VEH IS NOT REPLACED/REPURCHASED, SHE WILL CONTACT THE BBB OR CONSULT WITH AN ATTORNEY. - CSM ADVISED WOULD REVIEW HER REQUEST AND F/U ON 08-29-2011.

Data Element Name

Data Value

DATE OF FOLLOW UP:

08-29-2011

TIME OF FOLLOW UP (HH:MM):

17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION

Dealer: 01981 MIDDLETOWNFORD

Odometer: 17000 MI

Analyst Name: SANTIAGO, SHANNA

Action Date: 08/29/2011

Comm Type: PHONE

Analyst: SSANTIA4

Action Time: 15.29.20.938 Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments *CSM SHANNA ~ EXT 7737* CSM REVIEWED CASE WITH DRP ANALYST AND FCRS & COM BRIAN. - - - AS PER NHL, TAR OPENED ON THIS DATE. - OBC TO DEALER: SD TONY OWENS NOT AVAILABLE. - SPOKE WITH S/A GRACE. - S/A SAYS THAT THEY ARE PUTTING RACK AND PINION ON IT. - S/A SAYS SHE HEARD FSE WAS

EXPECTED IN TODAY. --- OBC TO [REDACTED] (SPOUSE) @ [REDACTED]: CSM ADVISED OF STATUS. - CSM ADVISED THE DEALER IS IN CONTACT WITH ENGINEERING AND A FSE WILL BE ASSESSING THE VEH EITHER TODAY OR TOMORROW. - CSM ADVISED THAT SHE HAS REVIEWED THIS CASE WITH HER SUPERIOR. - CSM ADVISED THAT FORD MOTOR COMPANY'S GOAL IN THIS IS TO REPAIR HER VEH. - CUSTOMER SAYS THAT THIS IS THE NOT THE FIRST TIME SHE HAS HAD A LIFE THREATENING ISSUE WITH THE VEH. - THE FIRST TIME, THE TRANS WENT OUT AND WOULD NOT GO INTO GEAR. - CUST SAYS THAT SHE WILL BE HIRING AN ATTORNEY AND CONTACTING THE BBB. --- CSM WILL CONTINUE TO WORK WITH THE DEALER IN REGARDS TO THIS CASE. - CSM WILL NO LONGER COMMUNICATE WITH THIS CUST AS THEY WILL BE PURSUING THIS MATTER LEGALLY. - CSM WILL F/U BY 5:00P EST ON 08-31-2011.

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-31-2011 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

| | | |
|--|---------------------------|----------------------------|
| Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR) | | Origin Desc: ALLIANCE TEAM |
| Dealer: 01981 MIDDLETOWNFORD | Comm Type: PHONE | |
| Odometer: 17000 MI | Analyst: BCOLLARD | |
| Analyst Name: COLLARD (BCOLLARD), BRIAN | Action Time: 17.29.02.768 | Action Data: No |
| Action Date: 08/30/2011 | | |

Comments COM CONTACTED CUSTOMER AT [REDACTED] PER HER REQUEST FOR A SUPERVISOR. CUSTOMER EXPRESSED THAT THE TRANSMISSION SLIPPING AND NOW THE STEERING FAILING HAS CAUSED HER TO RISK HER LIFE AND SHE HAS LOST FAITH IN HER VEHICLE. CUSTOMER SEEKS A REPLACEMENT VEHICLE BECAUSE SHE DOESN'T FEEL COMFORTABLE DRIVING WITH HER GRANDKIDS ANYMORE. COM ADVISED CUSTOMER THAT THE REPAIRS THAT HAVE BEEN MADE, ALONG WITH THE STEERING REPAIR ARE UNFORTUNATE, BUT DO NOT NECESSARY CONSTITUTE A RISK OF LIFE, AND WE ARE CONFIDENT THAT WE CAN REPAIR. ADVISED THAT THE DEALER WILL ENSURE THAT THE VEHICLE IS OPERATING CORRECTLY AND THAT SHE WILL HAVE TO REGAIN HER CONFIDENCE WITH CONTINUED TROUBLE FREE USE. CUSTOMER FELT THAT SHE WAS HUNG UP ON WHEN SHE CALLED IN RECENTLY, BUT I ADVISED THAT IT IS MORE LIKELY THAT SHE WAS ACCIDENTLY DISCONNECTED IN THE TRANSITION FROM ONE DEPARTMENT TO ANOTHER, BUT APOLOGIZED FOR IT HAPPENING. ADVISED THAT THE LEMON LAW IS FOR VEHICLES THAT CANNOT BE REPAIRED, AND MUST BE REPLACED, AND WE FEEL HER VEHICLE CAN BE REPAIRED. CUSTOMER STATES THAT SHE MAY CONTACT THE BBB FOR AN APPLICATION TO REVIEW HER REPLACEMENT REQUEST.

| | | |
|----------------------------------|---------------------------|---|
| Action: CUSTOMER RETAINED LAWYER | | Origin Desc: CUSTOMER CARE SOLUTIONS TEAM |
| Dealer: 01981 MIDDLETOWNFORD | Comm Type: PHONE | |
| Odometer: 17000 MI | Analyst: SSANTIA4 | |
| Analyst Name: SANTIAGO, SHANNA | Action Time: 17.27.06.627 | Action Data: No |
| Action Date: 08/31/2011 | | |

Comments *CSM SHANNA ~ EXT 7737* OBC TO DEALER: SM TONY SAYS THAT THE FSE WAS HERE TODAY. - HE DRIVE THE VEH AND DEEMED ISSUE RESOLVED. - THEY GAVE IT BACK TO THE CUSTOMER. - NO FURTHER ACTION PROPOSED; CASE CLOSED.

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01
Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS Primary Phone: [REDACTED]
Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 08/30/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 01981 MIDDLETOWNFORD Origin Desc: US CONCERN CASE BASE
Odometer: 17000 MI Comm Type: PHONE
Analyst Name: MARBLE, EARL Analyst: EMARBLE4
Action Date: 08/29/2011 Action Time: 16.41.55.573 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | | [REDACTED] | [REDACTED] | SPOUSE |

Comments CUSTOMER SAID: -TRANSFERED FROM JACQUELYN IN LINCOLN-3FAHP0JGXAR [REDACTED] C/W [REDACTED]
[REDACTED] 6 CELL BEST CONTACT NUMBER-17000M-TRYING TO SPEAK TO SERVICE REP-GOT HUNG UP
ON FROM THE SERVICE REP-VEH IS AT THE DLRSH-CUST STATES THAT SHANNA HUNG UP ON
HER*****CUST WANTED TO TELL SHANNA THAT HER TRANSMISSION WAS WHAT SHE HAD
VEH WORKED ON-CUST WILL BE FILLING LEMON LAW PROCEEDINGS ON THE TRANS ISSUEDEALER SAID:
MIDDLETOWN FORD1750 NORTH VERITY PARKWAY/PO BOX 505MIDDLETOWN OH 45042(513) 420-8700CRC
ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM
SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A
SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL
BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-DID NOT
ADVISE ABOVE-ADVISED THAT SUPERVISOR WILL CALL BACK IN ON BUSINESS DAY-ADVISED CUST OF HER
CASE NUMBER AS WELL

Action: DUPLICATE CASE
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI Comm Type: PHONE
Analyst Name: SANTIAGO,SHANNA Analyst: SSANTIA4
Action Date: 08/30/2011 Action Time: 09.05.46.524 Action Data: No

Comments CLOSING DUPLICATE CONTACT. - PLEASE SEE OTHER CONTACT.

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED]
Name: [REDACTED]
Symptom Desc:
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED
Issue Type: 01 INQUIRY

Year: 2010
Owner Status: Original
Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
WSD: 2010-03-01
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: SUPERVISOR REQUEST CALL BACK

Dealer:

Odometer: 17000 MI

Analyst Name: MARBLE, EARL

Action Date: 08/29/2011

Comm Type: PHONE

Analyst: EMARBLE4

Action Time: 16.47.57.615

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
SPOUSE

Comments CUSTOMER SAID: -CUST STATED SHANNA HUNG UP ON HER -WANTD TO TALK TO HER
SUPERVISORCRC ADVISED: -ADVISED CUST OF SUPERVISOR CALL BACK ONE BUSINESS DAY

Data Element Name

Data Value

ASSIGNED TO

SKIRKEND

Action: SUPERVISOR REQUEST CALL BACK CLOSE

Dealer:

Odometer: 17000 MI

Analyst Name: KIRKENDOLL (SKIRKEND),SALLY

Action Date: 08/29/2011

Comm Type: PHONE

Analyst: SKIRKEND

Action Time: 16.48.36.785 Action Data: No

Origin Desc: TIER ONE - MELBOURNE

Comments --TL SALLY SENT EMAIL TO COM REQUESTING THAT CUST BE CONTACTED BY CSM SUP WITHIN 24
BUSINESS HOURS.--CLOSING MAC.

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION

Dealer: 01981 MIDDLETOWNFORD

Origin Desc: US CONCERN CASE
BASE

Odometer: 17000 MI

Comm Type: PHONE

Analyst Name: MONTGOMERY
(DMONTG50),DAWN

Analyst: DMONTG50

Action Date: 08/29/2011

Action Time:
16.05.35.420

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
SPOUSE

Comments CUSTOMER SAID: -C/W [REDACTED] HM [REDACTED] -DAY [REDACTED]
[REDACTED] FUSION 17 K-3FAHP0JGXAR [REDACTED] -ISSUE WITH CAR-I JUST GOT A CALL FROM A MEGAN I
BELIEVE-BBB WANTS 3 CONSECUTIVE TIMES FOR THE CONCERNS AND I HAVE THAT-I WOULD LIKE TO SPEAK
TO HER PLEASE-I WOULD PREFER TO WORK WITH FMC ON THISCRC ADVISED: THANK YOU FOR CONTACTING
FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN
MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE
COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-
AS PER SUZANNE/CAST TO SUPPORT DECISION THAT WAS DOCUMENTED BY SHANNA/CSM/EXT 7737 AND NOT
ADVISE OF F/U TO CUST -ADVISED THAT I WOULD TRY TO SEE IF CSM IS AVIALABLE BUT COULDN'T GUARANTEE
FOR HER

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
WSD: 2010-03-01
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Odometer: 17000 MI

Analyst Name: TERRAGLIO, MEGAN

Action Date: 08/29/2011

Comm Type: PHONE

Analyst: MTERRAGL

Action Time: 12.55.38.067

Origin Desc: US CONCERN CASE BASE

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
SPOUSE

Comments CUSTOMER SAID: *CUST SEEKING STATUS OF CURRENT CASE*CUST WAS ADVISED OF FOLLOW UP SCHEDULED FOR TODAY 8/29/11DEALER SAID: MIDDLETOWN FORD1750 NORTH VERITY PARKWAY/PO BOX 505MIDDLETOWN OH 45042(513) 420-8700CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.*REVIEWED CUDLE CASE, ADVISED CUST OF FOLLOW UP SCHEDULED FOR TODAY, CUST WILL BE CONTACTED WITHIN THE NEXT FEW HOURS

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All Action Details for Issue

[Print](#)

| | | | |
|---|------------------------|-----------------------------|------------------|
| VIN: 3FAHP0JGXAR [REDACTED] | Year: 2010 | Model: FUSION | Case: [REDACTED] |
| Name [REDACTED] | Owner Status: Original | WSD: 2010-03-01 | |
| Symptom Desc: | | Primary Phone: [REDACTED] | |
| Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS | | Secondary Phone: [REDACTED] | |
| Issue Type: 02 INFORMATION | Issue Status: CLOSED | | |

| | | |
|---|---------------------------|---------------------------------|
| Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER | | |
| Dealer: | | Origin Desc: MANUAL - PHONE CSR |
| Odometer: 17000 MI | Comm Type: PHONE | |
| Analyst Name: MUNIZ, AMANDA | Analyst: AMUNIZ8 | |
| Action Date: 08/23/2011 | Action Time: 14.34.34.922 | Action Data: No |

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXA[REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: AUTO TRANS NO ENGAGEMENT NO FORWARD
Reason Desc: RAV - OTHER
Issue Type: 08 RAV Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
WSD: 2010-03-01
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: ESP PREMIUM CARE PLAN

Dealer: 01981 MIDDLETOWNFORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED
VEHICLES

Odometer: 14923 MI

Comm Type: MAIL

Analyst Name:

Analyst: C-DAUNT

DAUNT,CHRIS

Action Date: 06/29/2011

Action Time:
20.00.13.005

Action Data: No

Comments reg'd 60/75K PREM \$100 ded

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: DEALER GENERATED INFORMATION ISSUE Secondary Phone: [REDACTED]
Issue Type: 03 CONCERN Issue Status: CLOSED
Initial Customer Contact: 06/13/2011

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 01981 MIDDLETOWNFORD Origin Desc: DEALER
Odometer: 14923 MI Comm Type: VISIT
Analyst Name: MIDDLETOWN FORD Analyst: T-OWENS3
Action Date: 06/13/2011 Action Time: 08.53.23.802 Action Data: No

Comments VEHICLE BROUGHT TO DEALERSHIP FOR TRANSMISSION EVALUATION. DEALERSHIP FOUND TRANSMISSION WILL NEED REPAIRED/OR REPLACED. CUSTOMER IS VERY UPSET BECAUSE THEY TRADED THEIR LAST FUSION IN AFTER THE TRANSMISSION WENT OUT, NOW THIS ONE HAS HAD A TRANSMISSION FAILURE. SERVICE MANAGER IS REQUESTING ASSISTANCE ON BEHALF OF THE CUSTOMER. CAN WE GET A 6/100,000 ESP PLAN ON THE VEHICLE TO INCREASE THE CUSTOMER CONFIDENCE IN THE VEHICLE?

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14923 MI Comm Type: PHONE
Analyst Name: SANTIAGO,SHANNA Analyst: SSANTIA4
Action Date: 06/13/2011 Action Time: 14.51.48.294 Action Data: No

Comments *CSM SHANNA ~ EXT 7737* OBC TO DEALER: SD TONY AND CSM DISCUSSED CLP OPTIONS. - OFFERED A PREMIUMCARE ESP FOR 5YRS/75K MILES. - SD ADVISED WOULD DISCUSS CLP OPTIONS WITH CUSTOMER. - CSM WAITING ON AN EMAIL BACK FROM SD.

Action: ESCALATED HANDLING REQUIRED - OTHER (EXPLAIN IN COMMENTS)
Dealer: 01981 MIDDLETOWNFORD Origin Desc: DEALER
Odometer: 14923 MI Comm Type: VISIT
Analyst Name: MIDDLETOWN FORD Analyst: T-OWENS3
Action Date: 06/21/2011 Action Time: 13.40.02.307 Action Data: No

Comments THE CUSTOMER WILL TAKE THE 6/75K ESP PREMIUM CARE, OFFERED BY SHANNA

Action: CONCERN ADDRESSED
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14923 MI Comm Type: PHONE
Analyst Name: SANTIAGO,SHANNA Analyst: SSANTIA4
Action Date: 06/22/2011 Action Time: 12.57.35.085 Action Data: Yes

Comments CSM UPLOADED PREMIUMCARE ESP REQUEST

| Data Element Name | Data Value |
|--|------------|
| CUSTOMER'S LTV SCORE | 63 |
| PARTS ESCALATION USED? (Y/N) | N |
| TECH ASSIST (FSE INVOLVED) USED? (Y/N) | N |
| TECH HOTLINE CONSULTED? (Y/N) | N |
| ESP USED? (Y/N) | N |

| | |
|---|---|
| SCP USED? (Y/N) | N |
| X-PLAN USED? (Y/N) | N |
| CLP FINANCIAL ASSIST PROVIDED? (Y/N) | N |
| --ESTIMATED REPAIR COST(@WARR RATES) (\$) | |
| --CUSTOMER'S SHARE OF REPAIR COST (\$) | |
| --DEALER'S SHARE OF REPAIR COST-P18 (\$) | |
| --DEALER'S SHARE OF REPAIR COST-OTHER(\$) | |
| --FORDS'S SHARE OF REPAIR COST-P11 (\$) | |
| CLP FINANCIAL ASSIST DENIED? (Y/N) | N |
| NONE OF THE ABOVE (Y/N) | Y |

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXA[REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
WSD: 2010-03-01
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY

Dealer: 01981 MIDDLETOWNFORD

Odometer: 14000 MI

Analyst Name: SHIFLETT, CATHERINE

Action Date: 06/07/2011

Comm Type: PHONE

Analyst: CSHIFLET

Action Time: 16.46.20.772

Origin Desc: US CONCERN CASE BASE

Action Data: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
SPOUSE

Comments CUSTOMER SAID: = TRANSM - SHIFTS HARD= DLR 2X, REPROGRAMMED THE VEH, BUT STILL SHIFTS ROUGH= FSE WAS SCHEDULED TO COME OUT TODAY, BUT HAS POSPTPONED APPT FOR NEXT WEEK= VERY CONCERNED THAT VEH IS VERY DANGEROUS TO DRIVE= VEH SLIPPING GEARS= REALLY WANTS ANOTHER CAR= HUSBAND WORKS AT DLRSHIP= CONCERNED THAT ISSUE IS NOT WHAT IT APPEARSDEALER SAID: MIDDLETOWN FORD1750 NORTH VERITY PARKWAY/PO BOX 505MIDDLETOWN OH 45042(513) 420-8700CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED. ==

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[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Indicator Summary](#)[Help](#) [Exit](#)**GCQIS Report Analysis****Report Summary****Report 1 of 3****Query Name:** REPORT RETRIEVAL**Folder Number:** _____[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)**Report Detail Section :** [View Details](#)[Attachments:](#) 0**Report# :** ACOBY012 NHL**Received:** 03/15/2010**CCRG/EPRC:****Reviewed Status:****Date:****Vehicle:**

2010,FUSION ,SEL ,4

Build Date: 02/08/2010

DOOR ,SEDAN ,3FAHP0JGXA [REDACTED]

Odometer :

329 M

Engine:

3.0L 4V

Calibration: ADE1F60A**Transmission:**

6SP 6F MID

Axle:3.208
FDR**A/C:** YES**Dealer:**

USA 01981 Middletown Ford

Phone#: (513) 420-
8700**City:**

Middletown

State:

Ohio

Country : USA**Originator:**

TONY OWENS

Symptom:

3 36 0 00 FT/FN/BD,WATER LEAK,UNKNOWN,UNKNOWN

Status:**VFG:**

V37 WATER LEAKS

Additional**Symptom:**

REAR FLOOR AREA WET

Fix:**Causal Component :****Condition Code:****Hotliner:** MMCKAY2**Phone:** 000 317-4281**Regn Cd:** G3 Cincinnati**Engineering:****Phone:****TAR:****Dlr Contact:** TONY OWENS**Phone:** 513 420-8700**Title Cde:** SW

KOEO:**KOEC:****KOER:****Comments:**

REPAIR 03/15/2010 02:31PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER ENTERED THE VEHICLE YEATERDAY AND
NOTICED A PUDDLE OF WATER ABOUT AN INCH DEEP IN THE PASSENGER SIDE
REAR FLOORBOARD. THE CAR HAD BEEN SITTING STILL IN THE RAIN AND HAD
NOT BEEN DRIVEN. DIAGNOSTICS: NONE PARTS REPLACED:: NONE TECH
QUESTION: ARE THERE ANY KNOWN CONCERNS OUT THERE FOR THIS ISSUE?

RECOMM 03/15/2010 02:31PM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE
TONY, IF THE REAR PASSENGER FLOOR IS WET FROM WATER LEAK, SUGGEST
INSPECTING THE FRONT COWL AREA FOR POTENTIAL WATER LEAKS THERE THAT
COULD ALLOW WATER IN AND RUN TO THE BACK SEAT FLOOR AREA. MAY ALSO
WANT TO MAKE SURE THE REAR DOOR DRAINS ARE WORKING CORRECTLY AND NOT
FILLING WITH WATER AN LEAKING INSIDE VEHICLE THAT WAY.

AUDIT 07/02/2011 10:56AM
SYMPTOM 1 10 1 99 CHANGED TO 3 36 0 00 BY CS012093

Folder Number:[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)

Download Options

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Report Summary

Server: FCWS686**Ford Proprietary, Private**

5-Jan-2012

Retention: None

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GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

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Report# : BFODK030 NHL

CCRG/EPRC:

Reviewed Status:

Received: 06/15/2011

Date:

Vehicle: 2010,FUSION ,SEL ,4
DOOR ,SEDAN ,3FAHP0JGXAR, [REDACTED]

Build Date: 02/08/2010

Odometer : 14,923 M

Engine: 3.0L 4V

Calibration: ADE1F60A

Transmission: 6SP 6F MID

Axle: 3.208
FDR

A/C: YES

Dealer: USA 01981 Middletown Ford

Phone#: (513) 420-
8700

City: Middletown

State: Ohio

Country : USA

Originator: TONY OWENS

Symptom: 4 42 4 00 ST/RN/MV,MOVING,ENGAGE QUALITY ,UNKNOWN

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional
Symptom: TRANS. SLIPS AND NOISEY

Fix: Causal Component :

Condition Code:

Hotliner: PLAMONTA

Phone: 313 248-8201

Regn Cd: G3 Cincinnati

Engineering:

Phone:

TAR:

Dlr Contact: TONY OWENS

Phone: 513 420-8700

Title Cde: SW

KOEO:**KOEC:****KOER:****Comments:**

REPAIR 06/15/2011 03:54PM PATRICK LAMONTAGNE MSS - FCSD - TECH SVC HOTLINE
PLEASE DESCRIBE CUSTOMERS CONCERN: VEHICLE BROUGHT TO SHOP.
TRANSMISSION IS NOISEY WHEN SHIFTING AND SLIPS BADLY PLEASE LIST ANY
RECENT REPAIR ATTEMPTS: NONE DESCRIBE DIAGNOSTIC PROCEDURES
COMPLETED AND THE RESULTS: ROADTESTED AND HEARD LOUD GRINDING NOISES
AND NO OVERDRIVE REMOVED PAN AND PAN FULL OF PIECES. CATASTROPHIC
DAMAGE. PLEASE LIST PART THAT WAS ROOT CAUSE OF FAILURE: THERE IS
SO MUCH DAMAGE IT'S HARD TO TELL LIST MAJOR COMPONENTS NEEDED FOR
REPAIR: CASE, CONVERTOR, VALVE BODY, SEALS AND CLUTCHES, DRUMS, BANDS
ETC. DID COST CAP/ OVER COST CAP REPAIR ESTIMATE - PARTS: REPAIR
ESTIMATE - LABOR: REPAIR ESTIMATE - TOTAL: VEHICLE/COMPONENT
ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS AUTO
TRANS PROVIDE ANY DETAILS NECESSARY: CATASTROPHIC DAMAGE USE
SECONDARY P&A CODE: 01981

----- CONTACT ID:104637100 OASIS: 315060117 P&A CODE:
01981 DEALER NAME: MIDDLETOWN FORD LINCO TECH NAME: TONY
OWENS TITLE: SM - SERVICE MANAGER CONTACT DATE: 6/15/2011 3:06:31
PM EMAIL: TONY.OWENS@MIDDLETOWNFORD.COM CUSTOMER NAME: [REDACTED]
[REDACTED] RO#: 022259 RO DATE: 06/06/2011 RO LINE #: 01 DEALER PHONE:
513-420-8700 DEALER FAX: - VIN: 3FAHP0JGXAR [REDACTED] VEHICLE: 2010
FUSION SEL FWD ODOMETER: 14923 ENGINE: 3.0L 4V FLEX FUEL TRANS: 6
SPEED AUTO 6F MID TRANS MODEL#: 000000 CLAIM TYPE: BUMPER TO
BUMPER WARRANTY START DATE: 03/01/2010 USAGE: PERSONAL TRANS PART
#: EFFZ7000AA SERIAL # : 100029204926 BUILD DATE: 190250 WARRANTY
TYPE: BUMPER TO BUMPER SPW INSTALL DATE: SPW MILEAGE: CUDL
CONTACT:

RECOMM 06/15/2011 03:54PM PATRICK LAMONTAGNE MSS - FCSD - TECH SVC HOTLINE

TONY, PRIOR APPROVAL CODE: PAASR ORDER A FORD QUALITY RENEWAL (FQR) ASSEMBLY FROM YOUR PARTS DEPARTMENT. PRIOR TO INSTALLATION, REFERENCE APPLICABLE SERVICE PUBLICATIONS REGARDING PROPER COOLING SYSTEM FLUSHING, FLOW TESTING, AND REPLACEMENT OF OIL-TO AIR COOLERS. DOCUMENT THE AMOUNT OF COOLER FLOW ON THE HARD COPY OF THE REPAIR ORDER. PLEASE FOLLOW THE FCS-700 TAG CORE RETRIEVAL PROCESS. DRAIN ALL FLUIDS AND PROPERLY SECURE THE CORE TO THE CRATE TO PREVENT SHIPPING DAMAGE.

ADD-ON 06/15/2011 03:54PM PATRICK LAMONTAGNE MSS - FCSD - TECH SVC HOTLINE

P&A CODE: 01981 _____ USA NAME: MIDDLETOWN FORD PROBLEM EFFECTIVE
LIMIT PANEL EFF DATE EXP DATE AMOUNT PANEL DESCRIPTION -----

----- TDI 2011/01/03 9999/12/31

0.00 2011 TIRES / BRAKE ROTORS / TPMS SENSORS PA6 2011/01/03

2011/12/31 0.00 PRIOR APPROVAL REQUIREMENT - GAS ENGINE/ E24

2010/07/01 2011/06/30 1199.99 ESP-ESP/ESC REPAIRS OF \$1200

REPAIR 06/20/2011 02:33PM JOSHUA STOUT MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN T-OWENS3 6/20/2011 2:06:07 PM THERE IS NO FQR AVAILABLE DUE TO YEAR. WE MUST INSTALL A NEW TRANSMISSION.

RECOMM 06/20/2011 02:33PM JOSHUA STOUT MSS - FCSD - TECH SVC HOTLINE

USE APPROVAL CODE: PAASR 1. ORDER A NEW ASSEMBLY THROUGH DOESII FROM YOUR PARTS DEPARTMENT. 2. PRIOR TO INSTALLATION, REFERENCE APPLICABLE SERVICE PUBLICATIONS REGARDING PROPER COOLING SYSTEM FLUSHING, FLOW TESTING, AND REPLACEMENT OF OIL-TO AIR COOLERS. 3. DOCUMENT THE AMOUNT OF COOLER FLOW ON THE HARD COPY OF THE REPAIR ORDER. 4. PLEASE FOLLOW THE FCS-700 TAG CORE RETRIEVAL PROCESS. 5. DRAIN ALL FLUIDS AND PROPERLY SECURE THE CORE TO THE CRATE TO PREVENT SHIPPING DAMAGE.

ADD-ON 06/20/2011 02:33PM JOSHUA STOUT MSS - FCSD - TECH SVC HOTLINE

PA6 2011/01/03 2011/12/31 0.00 PRIOR APPROVAL REQUIREMENT - GAS ENGINE

AUDIT 07/02/2011 11:07AM

SYMPTOM 5 03 2 53 CHANGED TO 4 42 4 00 BY CS012093

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Requester: RHERRO11

Report Summary

Server: ECCWS686

Ford Proprietary, Private

5-Jan-2012

Retention: None

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GCQIS Report Analysis

Report Summary

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Report# : BHZD2003 NHL

Received: 08/26/2011

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2010,FUSION ,SEL ,4
DOOR ,SEDAN ,3FAHP0JGXAR, [REDACTED]

Build Date: 02/08/2010

Odometer : 17,218 M

Engine: 3.0L 4V

Calibration: ADE1F60A

Transmission: 6SP 6F MID

Axle: 3.208
FDR

A/C: YES

Dealer: USA 01981 Middletown Ford

Phone#: (513) 420-
8700

City: Middletown

State: Ohio

Country : USA

Originator: TONY OWENS

Symptom: 6 62 4 38 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INOPERATIVE

Status:

VFG: V87 STEERING

Additional
Symptom: LOSS OF STEERING ASSIST

Fix: Y

Causal Component :

STEERING GEAR -- RPL

Condition Code:

Hotliner: MABELA3

Phone: 000 248-9263

Regn Cd: G3 Cincinnati

Engineering:

Phone:

TAR: CLD

Dir Contact: TONY OWENS

Phone: 513 420-8700

Title Cde: SW

KOEO: C1963 U3000 C200D C1277

KOEC:

KOER:

Comments:

REPAIR 08/26/2011 02:13PM MATT ABELA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: THE STEERING BECAME INOPERATIVE AND THE CUSTOMER WAS NEARLY IN AN ACCIDENT. DIAGNOSTICS: VERIFIED CONCERN, CHECKED WITH IDS. PARTS REPLACED:: NONE TECH QUESTION: MY TECH SAID THE FIRST THREE CODES LEAD TO REPLACING THE SMART JUNCTION BOX. THEN RECHECK. SINCE THIS IS A SAFETY ISSUE DEALER IS SEEKING ANY ASSISTANCE. IS THIS A KNOWN CONCERN?

RECOMM 08/26/2011 02:13PM MATT ABELA MSS - FCSD - TECH SVC HOTLINE
TONY, THE CODES INDICATED ARE NOT TYPICAL OF A VEHICLE REQUIRING SJB REPLACEMENT. IT IS NOT CLEAR AS TO WHICH MODULE THE U3000 WAS IN OR WHAT THE SUB CODES WERE FOR ANY OF THE DTC'S; HOWEVER THE C1277, C1963 AND C200D ARE TYPICALLY INDICATIVE OF A CONCERN AT C1010 OR A PSCM CONCERN. PERFORMING THE INTERACTIVE DIAGNOSTIC IN SECTION 211-00A WOULD BE ADVISED FOR THE C200D (PINPOINT TEST B). I HAVE CHECKED OASIS AND NOTED THERE IS AN OPEN CUDL ON THE VEHICLE WITH THE CUSTOMER STATING SEEKING BUYBACK. BECAUSE OF THIS INFORMATION, WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. A REPRESENTATIVE SHOULD CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY WITH ADDITIONAL INFORMATION OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

ESCLHD 08/26/2011 02:13PM MATT ABELA MSS - FCSD - TECH SVC HOTLINE
NOTE TO EH: OPENED EH DUE TO CUSTOMER COMMENTS OF SEEKING BUYBACK IN CUDL. CUSTOMERS CONCERN IS THERE WAS A LOSS OF STEERING ASSIST WHILE DRIVING. CODES C1277, C1963, U3000 AND C200D DO SUPPORT A POSSIBLE LOSS OF STEERING ASSIST; REPORTS SUPPORT A WIRING CONCERN TO THE EPAS MODULE OR A CONCERN WITH THE GEAR; HOWEVER PER DEALER COMMENTS, TECH SUSPECTS A SJB CONCERN. NOTE PER CUDL, VEHICLE IS OWNED BY THE

DEALER'S TRANSMISSION TECHNICIAN'S WIFE. IT IS NOT KNOWN HOW THE SJB WAS DETERMINED TO BE A POSSIBLE CAUSE FOR THIS CONCERN. IT IS NOT KNOWN IF THE VEHICLE IS AT THE DEALER. ESTIMATED DAYS OUT OF SERVICE AND REPAIR ATTEMPTS IS ALSO NOT KNOWN.

ADD-ON 08/26/2011 03:34PM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

REVIEWED AND RESEARCH IS BEING PERFORMED. YOU WILL BE CONTACTED SHORTLY.

REPAIR 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

CONTACTED DEALER BY PHONE: MATT STATED THAT THERE WAS A C1277:20, C1963:20, U3000:96 AND A C200:49 SET IN THE VEHICLE.

TAR 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: REQUESTING FSE DUE TO OPEN CUDL CASE 1603811581. CUSTOMER CONCERN: THE STEERING BECAME INOPERATIVE AND WAS NEARLY IN A ACCIDENT. THE DEALER STATED THAT THERE WAS A C1277:20, C1963:20, C200D;49 AND A U3000:96 CODES SET IN THE VEHICLE. DEALER STATED THAT THE DIAGNOSTICS FOR THE FIRST THREE CODES LEAD TO THE REPLACEMENT OF THE SJB. DEALER HAS NOT REPLACED THE SJB. HOTLINE HAS INSTRUCTED THE DEALER TO REPLACE THE STEERING GEAR HAS PER THE U3000:96 CODE. THE VEHICLE IS AT THE DEALER. ESTIMATED DAYS OUT OF SERVICE: 6. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 0.

RECOMM 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

MATT, DUE TO THE U3000:96 CODE BEING SET, RECOMMEND REPLACING THE STEERING GEAR. ALSO RECOMMEND CHECKING C1010 AND INSPECTING THE WIRING HARNESS FOR ANY CHAFFING. WE HAVE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

ADD-ON 08/29/2011 11:16AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE

CERTIFIED

ADD-ON 09/12/2011 09:29AM JEFF HAZEL(FSE) MSS - FCSD - REG - CINCINNATI
STEERING GEAR REPLACEMENT RESOLVED CONCERN. FSE DROVE WITH SM TO
VERIFY REPAIR.

AUDIT 09/12/2011 09:29AM JEFF HAZEL(FSE) MSS - FCSD - REG - CINCINNATI
TECH ASSIST REFERRAL HAS BEEN CLOSED

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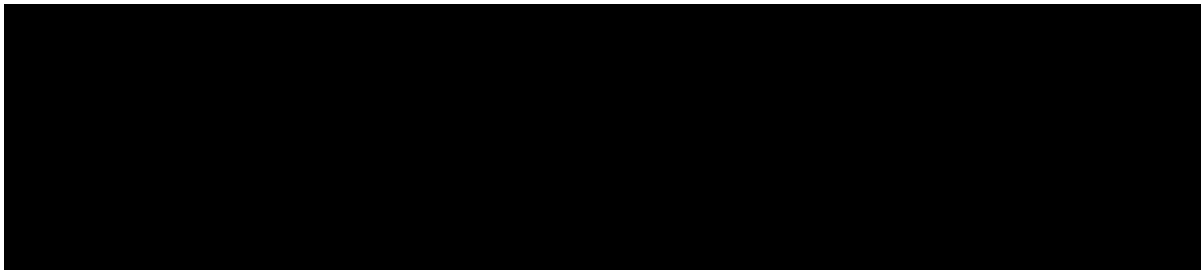
Requester: RHERRO11

Report Summary

Server: ECCWS686**Ford Proprietary, Private**

5-Jan-2012

Retention: None



FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DEC 04 2013

OFFICE OF THE
GENERAL COUNSEL

CONSUMER AFFAIRS
SECTION

13 DEC -2 P 2 22

November 27, 2013

Ford Motor Company
Consumer Affairs
PO Box 6248
MD3 NE-B
Dearborn, MI 48126

RE: Insured: [REDACTED]
File #: [REDACTED]
Date of Loss: 10/17/2013
Loss Location: Rte 495 North, Methuen, MA
Responsible Party: Ford Motor Company
Claimed Amount: \$6,827.34 (additional amounts are pending)

Dear Sir or Madam

We were obligated to pay damages sustained as a result of the loss which took place on the date listed above. Our investigation reveals that you are responsible for those damages. Commerce's insured was operating their 2011 Ford Fusion when the power steering suddenly locked up causing the insured to not have control of their vehicle. Commerce insured's vehicle was forced into a sign causing damages to the vehicle and the highway sign. Supports are attached for your review.

If you have an insurance policy which protects you for this claim, please provide the name and address of your insurance carrier or agent and your policy number in the field provided below and return this letter to us so we can resolve this matter.

If you have any questions or dispute this claim, please call me at 1-800-221-1605, ext. 15349, so we can further discuss this matter.

Sincerely,

COMMERCE INSURANCE COMPANY

Kristine Remy
Claim Representative

Vehicle Owner: _____
Insurance Carrier: _____ Policy #: _____
Agent Name #: _____ Phone #: _____
Address: _____

The Commerce Insurance Company | Citation Insurance Company

11 Gore Road, Webster MA 01570 | 800-221-1605 | www.commerceinsurance.com

**Adjuster View**

Insd Name: [REDACTED]
Insd Email: [REDACTED]
Insd Primary Phone: [REDACTED]

Incident #: [REDACTED]
Claim #: [REDACTED]
Incident Create Date: 10/17/2013 9:12:47 AM
Incident Revision Date: 10/17/2013 9:25:39 AM

Source Information

Source: INS Named Insured
Method of Receipt: Phone

Date Stamp Date: 10/17/2013

Source Details:

Name: [REDACTED]
Phone: + [REDACTED]
Translator: No

Email: [REDACTED]
Relation To Insured: Insured Party
Language:

Loss Information

Date of Loss: 10/17/2013
Time of Loss: 07:40:48 AM
Loss Description: 003 Single vehicle collision

Employee Claim: No
Authorities: mass state police
Phone #:
Report #: none
OfficerName/BadgeNumber:
Citation: none
Terrorist Act Code:
Loss Location:
213 exit to go to 495 north METHUEN MA

Cause: Collision
Catastrophe Code:
Catastrophe Severity:
Consequence:
OTA Damage Description:

Number of Impacts:**Loss Details Desc:**

Insured was on highway when she felt steering wheel lock up, insd was getting off the exit and steering wheel locked up again and iv hit sign. IVD could not turn the steering wheel.

Policy Information

Company/System: CIC AS400
Policy #: [REDACTED]

Risk #: 01

Insured Vehicle Information

Year/Make/Model: 2011 FORD FUSION S
Plate: [REDACTED]
State: ma
Color: red
POI: p/s front
VIN: 3FAHP0JA2BR [REDACTED]
Car Seat?:
Damage Description:
p/s front

Risk on Policy:
Vehicle Location:
REgan ford 501 broadway
HAVERHILL MA 01832
Phone #: +1(978)686-3024
Lien Same as on Dec?:
If no, who?:

**Coverage Information**

1st Party Coverage: Applicable 1st Party coverage exists and going 1st party

Coverage Issues:

Deductible: 1000

Endorsements: CIC-2114

Permissive Use: Yes

Frequency: Daily

Is operator an employee of insured? No

Was the driver working at the time of the loss?

Was the driver employed by the state?

Was the vehicle using dealer plates? No

Insured Parties**Insured's:**

METHUEN MA

Primary Phone:

Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

Assistant Name:

Email:

Phone:

Insured Attorney

Insd Vehicle Owner

MA

Primary Phone:

Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

Vehicle Owner Attorney

Assistant Name:

Email:

Phone:

Driver Information

METHUEN MA

Primary Phone:

Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

Driver Attorney

Assistant Name:

Email:

Phone:



Permanent Notes

The sign was knocked over but police didnt' take a report. ; Note added by hnichol on 10/17/2013 9:23:30

AM ----- no inj/wit/pass; Note added by hnichol on 10/17/2013 9:23:17

AM ----- Per [REDACTED] they just bought the IV 3 weeks ago from Regan Ford. She is going to have the steering wheel checked out by them. ; Note added by hnichol on 10/17/2013 9:19:35 AM ----- Incident Created by

Nicholson Heidi on 10/17/2013 9:10:49 AM -----



The Commerce Insurance Company
Citation Insurance Company
11 Gore Road, Webster, Massachusetts 01570
508.949.1500 | www.commerceinsurance.com



SUPPLEMENTAL REPORT OF INSURED OPERATOR

INSURED'S VEHICLE

OWNER:

OPERATOR'S NAME & ADDRESS:
Wethuen, MA

OPERATOR LICENSE NUMBER: PHONE NUMBER:

OPERATOR'S EMPLOYER: Brookline / Full time Student

NUMBER OF PEOPLE IN YOUR VEHICLE? 1 IN OTHER VEHICLE? 0

DATE AND TIME OF ACCIDENT: 10/2/13 7:40am LOCATION OF ACCIDENT: Exit ramp 5B off 213 East 495 North

HOW FAST, AND ON WHAT STREET, WERE YOU TRAVELING? 25 to 30

DESCRIBE CONDITION OF WEATHER: Clear ROAD: Clear VISIBILITY: good

HOW FAR AWAY WAS OTHER VEHICLE WHEN FIRST NOTICED? No other vehicle

WHAT WAS POINT OF CONTACT ON YOUR VEHICLE? right front passenger side bumper

WHAT POLICE DEPARTMENT INVESTIGATED THIS ACCIDENT? State trooper stopped

NAME OF ANY OPERATOR GIVEN A CITATION: 0

PLEASE EXPLAIN IF FAULTY CONDITION OF EITHER CAR CAUSED ACCIDENT: steering locked in the car when I was going to merge onto 495

OTHER VEHICLE

NAME AND ADDRESS OF OWNER: _____ PHONE NUMBER: _____

NAME AND ADDRESS OF OPERATOR: _____ PHONE NUMBER: _____

OPERATOR'S LICENSE NUMBER: _____ PLATE NUMBER: _____

DESCRIPTION OF VEHICLE: _____

| YEAR | MAKE | COLOR |
|------|------|-------|
| | | |

NAME OF INSURANCE CARRIER: _____

PLEASE PROVIDE NAMES AND ADDRESSES OF WITNESSES (Include passengers in your car)

PLEASE USE REVERSE SIDE TO PROVIDE A DETAILED ACCIDENT DESCRIPTION AND INCLUDE A DIAGRAM.

11/14/13
DATE



From [REDACTED]

Claim # [REDACTED]

Nov 1: Wayne called to say the car came up with two faults and we were correct that there was definitely a steering problem. He was not sure exactly what they were but it came up with faults.

Rented fusion and Regan paid.

Spoke to Kenny Mead Service manager and he said either one or two faults showed up and they are replacing steering rack, steering gear assembly. He noted fault miscommunication.

Nov 3rd: Spoke to Ann Regan in person and we shared that we were uncomfortable with the safety of 2011 fusion due to many other complaints about steering issue happening again.

Nov 4th: Texted Ann, as she asked us to do, to remind her to call "Expert engineer" to discuss the issue. We offered to speak to him ourselves if it would be easier either on phone or by email. She said no need.

Nov 4th: Ann replied by email and said she contacted engineer 1st thing but he is out of office through the 5th. She also said that we were not to pick up the car until we felt better about what was happening.

Nov 5th: Ann sent text that she sent the case to him after a lengthy conversation and he will get back within 24 hours

Nov 7th: I texted Ann and asked if any update.

Nov 7th: She texted for me to call her. I did and she said the engineer said he was confident it would not happen again but he could not promise it. I shared that I was not comfortable with that and would like to talk to him. She said she can not give out his number. I suggested email or to give him our number. She said they do not do that. She said she would see what can be done.

Nov 8th: Called Ann to see if any further info so we can feel better about fusion fix. I again asked if we could contact her expert engineer and she said it was not possible. She said again he is confident the fix is good but can not promise. I asked her if everything was finished on the car and she said she was not sure. I asked her to check and she suggested I called Wayne in collision. I explained with frustration that it would be easier if it was done by her to be sure. She was obviously upset and said she would call me back.

She did call back and said it was completed and we should pick up the car. I said I was not confident it without speaking to the engineer. She was upset and said, "How long do you expect us to pay for a rental when your car has been ready for you to pick it up." I expressed that she didn't even know the work was completed until I asked her to check.

I returned the rental and spoke to a very aggravated Ann who again stressed that the engineer in Detroit was confident it would not happen again. I said that I would like her to again ask for him to contact us thru either our email or phone. She said she would try but it would probably not do any good.

Nov 22 2013 02:23pm P012/012

Marquis & Coughlan Fax: 19786885666

2011 Ford Fusion Power Steering Failure | CarComplaints.com

Page 1 of 7

Add a site »

IF YOU FIND CARCOMPLAINTS.COM IS HELPFUL ...

We rely completely on word of mouth. Talk about us on [Facebook](#), [Twitter](#), tell your mother-in-law. Help us help more people.



From [REDACTED]
Claim # [REDACTED]
[REDACTED]

[FORD](#) » [FUSION](#) » [2011](#) » [STEERING](#)

SEPTEMBER 30: Drive a Ford F-250? Better Lock the Doors

POWER STEERING FAILURE

2011 FORD FUSION

THIS PROBLEM MAY BE COVERED UNDER WARRANTY. ASK YOUR FORD DEALER.

[BACK TO STEERING](#)

[COMPLAINTS](#)

[CRASH TESTS](#)

[RECALLS \(1\)](#)

8.0

Pretty Bad

Typical Repair Cost: Most Common Solutions:

CUSTOMER #:

195766



INVOICE

Conveniently located on Route 97
Exit 50 Just off 435

DUPLICATE 1
PAGE 1

P.O. Box 649 · Haverhill, MA 01831
www.reganford.com
Main #: 978-373-3878

METHUEN, MA

HOME:

CONT: N/A

BUS:

CELL:

SERVICE ADVISOR: 226 DAVID ROGERS

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|------------------|------------|-------------|-----------------------------------|---------|------------------|---------|-----------|
| MARCON | 11 | FORD FUSION | 3FAHP0JA2BR | | 13175/13175 | T5511 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| IS 30SEP13 DD | | | 17:00 30OCT13 | | 0.00 | CASH | 06NOV13 |
| R.O. OPENED | | READY | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

14:50 30OCT13 15:49 06NOV13

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUSTOMER STATES STEERING LOCKING UP WHILE DRIVING

CAUSE: PS GEAR

3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS

(3504/3A500) - L

330 WF

(N/C)

1 AE5Z*3504*CE GEAR ASY - STEERING

(N/C)

3504E45 STEERING GEAR ASSEMBLY - EPAS -

DIAGNOSTIC PINPOINT TEST (3504/3A500) - L

330 WF

(N/C)

10654C BATTERY - TEST, CHARGE, AND RE-TEST

(10653/10654/10655) - L

330 WF

(N/C)

MTDIAG M. TIME

330 WF

(N/C)

3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL

OR REPLACE (3504/3A500) - L

330 WF

(N/C)

3001A CASTER, CAMBER, TOE-IN - CHECK - L

330 WF

(N/C)

3001A6F TOE-IN - CORRECT (FRONT/REAR) - L

330 WF

(N/C)

PC: H22 42

PART#: AE5Z*3504*CE

COUNT:

CLAIM TYPE:

AUTH CODE:

004998

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

13175 PS GEAR FAILURE CHECK FOR STEERING LOCKS UP WHEN DRIVING.

roadtest cnv wds selftest all cmdtcs u0415:00pcn,blld6:15

sod-r,bl1318:20 fdim,bl1318:20gem,pl602:00pcn,run on oasis found tsb

11-11-3 build date match doesnt have second code p07ae doesnt apply

hotline contact 106789238 check out battery with rotunda charger passed

Our goal is to exceed our customer's expectations...

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

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

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

Nov 22 2013 02:20pm P003/012

Marquis & Co. Inc. Fax: 19788885666

PE14-030 000094LC

CUSTOMER #: [REDACTED]

195766



INVOICE

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Exit 50 Just off 495

DUPLICATE 1
PAGE 2

P.O. Box 849 · Haverhill, MA 01831
www.reganford.com
Main #: 978-373-3878

METHUEN, MA [REDACTED]
HOME:
BUS:

CONT-N/A
CELL [REDACTED]

SERVICE ADVISOR: 226 DAVID ROGERS

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|------------------|------------|-------------|-----------------------------------|---------|------------------|---------|-----------|
| MAROON | 11 | FORD FUSION | 3FAHP0JA2BR [REDACTED] | | 13175/13175 | T5511 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| IS 30SEP13 DL | | | 12:00 30OCT13 | | 0.00 | CASH | 06NOV13 |
| R.O. OPENED | | READY | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

14:50 30OCT13 15:49 06NOV13

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---|--------|------|------|-------|------|-----|-------|
| 064ej wjrjc d9h dta codes charging system ok check for damaged or worn suspension components all ok check with for votage drop at steering rack powers and grounds both less then 13 volts replace steering rack per hotline contact perform pmi and measure and reset toe clear codes reroadtest for clear vision ok retest pass codes.M TIME FOR ACTUAL DIAG TIME CHECKING SUSPENSION AND ELECTRICAL CIRCUIT. | | | | | | | |

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

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

CUSTOMER #:

195766



INVOICE

Conveniently located on Route 97
Exit 50 Just off 495

P.O. Box 849 · Haverhill, MA 01831
www.reganford.com
Main #: 878-375-3878

METHUEN, MA

PAGE 1

HOME:

CONT:N/A

BUS:

CELL

SERVICE ADVISOR: 226 DAVID ROGERS

| | | | | | | | |
|-------------|------------|-------------|-----------------------------------|---------|----------------|---------|-----------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG | |
| MAROON | 11 | FORD FUSION | 3FAHP0JA2BR | | 13175/13175 | T5511 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PQ. NO. | RATE | PAYMENT | INV. DATE |
| 30SEP13 | IS | | 17:00 30OCT13 | | 0.00 | CASH | 05NOV13 |
| R.O. OPENED | | READY | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

14:50 30OCT13 08:33 05NOV13

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUSTOMER STATES STEERING LOOKING UP WHILE DRIVING

51 REMOVE AND REPLACE STEERING RACK AND ALIGN

330 WF

1 AE5Z*3504*CE GEAR ASY - STEERING

CORE CHARGE W:

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

13175 roadtest cnv wds selftest all cmdtos u0415:00pscm,b11d6:15
sod-r,b1318:20 fdim,b1318:20gem,p1502:00pcsm,run on oasis found tsb
11-11-3 build date match doesnt have second code p07ae doesnt apply
hotline contact #106789238 check out battery with rotunda charger
passed 064ej wjrjo d9h dtc codes charging system ok check for damaged
or worn suspension componets all ok check with for votage drop at
steering rack powers and grounds both less then .3 volts replace
steering rack per hotline contact perform pmi and meaasure and reset toe
clear codes reroadtest for clear vision ok retest pass codes

Our goal is to exceed our customer's expectations...

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

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

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

Nov 22 2013 02:20pm P005/012

Fax:1978688566

Marquis & Coughlan

PE14-030 000096LC

CUSTOMER #: [REDACTED]

195085



Collision & Rental

P.O. Box 849
Haverhill, MA 01831
www.reganford.com
Direct # 1-800-235-7979
Collision Fax: 978-373-1921
Main #: 978-373-3878

INVOICE

PAGE 1

METHUEN, MA

HOME:

BUS:

CONT: N/A

CELL: [REDACTED]

SERVICE ADVISOR: 907 MARY A WINNING

| | | | | | | | |
|-------------|------------|-------------|-----------------------------------|---------|------------------|---------|-----------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
| MAROON | 11 | FORD FUSION | 3FAHP0JA2BR | | 13175/13175 | TD0RE | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PG. NO. | RATE | PAYMENT | INV. DATE |
| IS | | | | | | | |
| 30SEP13 DE | | | 17:00 17OCT13 | | 0.00 | CASH | 30OCT13 |
| O.O. OPENED | | READY | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

09:39 17OCT13 14:48 30OCT13

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------------------------------------|------------------|-------|------------------------------|-------|--------|---------|---------|
| A REPAIR PER ESTIMATE | | | | | | | |
| RPE REPAIR PER ESTIMATE | | | | | | | |
| 353 CB | | | | | | 1645.18 | 1645.18 |
| 1 | CAR/HERE MARK F | | | | | | 0.00 |
| 1 | AE5Z*17D957* | BAPTM | BUMPER ASY - FRONT | | 428.90 | 428.90 | 428.90 |
| 1 | AE5Z*17E810* | F | GRILLE - BUMPER | | 100.98 | 100.98 | 100.98 |
| 1 | AE5Z*17E810* | CA | GRILLE - BUMPER | | 19.23 | 19.23 | 19.23 |
| 1 | AE5Z*17C947* | C | REINFORCEMENT | | 9.87 | 9.87 | 9.87 |
| 1 | AE5Z*8200* | C | GRILLE - RADIATOR | | 224.83 | 224.83 | 224.83 |
| 1 | 9E5Z*13008* | ACP | HEADLAMP ASY | | 336.62 | 336.62 | 336.62 |
| 1 | AE5Z*13208* | C | LAMP ASY - SIDE MARKER | | 16.23 | 16.23 | 16.23 |
| 1 | 6E5Z*15200* | ACP | REINFORCEMENT | | 87.65 | 87.65 | 87.65 |
| 1 | AE5Z*16138* | A | FRONT END ASY | | 226.50 | 226.50 | 226.50 |
| 1 | 9E5Z*1007* | BCP | WHEEL ASY | | 383.38 | 383.38 | 383.38 |
| 1 | AE5Z*8A080* | C | TANK ASY - RADIATOR OVERFLOW | | 64.32 | 64.32 | 64.32 |
| 1 | AE5Z*16102* | B | SHIELD | | 84.77 | 84.77 | 84.77 |
| 1 | 9E5Z*16A023* | A | BRACE - FRONT FENDER | | 50.92 | 50.92 | 50.92 |
| 1 | AE5Z*16005* | A | FENDER ASY - FRONT | | 217.47 | 217.47 | 217.47 |
| 1 | BE5Z*16612* | A | HOOD ASY | | 741.00 | 741.00 | 741.00 |
| 1 | AE5Z*16700* | A | LATCH ASY - HOOD | | 60.28 | 60.28 | 60.28 |
| 1 | 6E5Z*16796* | A | HINGE ASY - HOOD | | 24.43 | 24.43 | 24.43 |
| 1 | 6E5Z*16797* | A | HINGE ASY - HOOD | | 24.43 | 24.43 | 24.43 |
| 1 | 6E5Z*16K689* | A | STRIKER ASY - HOOD LOCK | | 29.30 | 29.30 | 29.30 |
| 1 | 9E5Z*16B990* | A | WEATHERSTRIP | | 57.28 | 57.28 | 57.28 |
| 1 | 7E5Z*13832* | A | HOOD ASY | | 53.58 | 53.58 | 53.58 |
| 1 | 6E5Z*17618* | A | RESERVOIR - WATER | | 57.48 | 57.48 | 57.48 |
| 1 | 9E5Z*17A605* | A | HOSE - WINDSHIELD WASHER | | 31.51 | 31.51 | 31.51 |
| 1 | XW42*8653* | BA | DECAL - RADIATOR FAN WARNING | | 5.15 | 5.15 | 5.15 |
| 1 | VC*10* | A2 | ANTI-FREEZE | | 27.59 | 27.59 | 27.59 |
| 2 | LABEL INFO LABEL | | | | 29.95 | 29.95 | 59.90 |
| ORDER FAXED 21OCT13, 15-7 DAYS OUT | | | | | | | |
| 1 | 9L3Z*1700* | A | KIT - VALVE | | 13.84 | 13.84 | 13.84 |
| 1 | BE5Z*3078* | B | ARM ASY - FRONT SUSPENSION | | 126.35 | 126.35 | 126.35 |
| SUBL SCOTT CAR CARE | | | | | | | |

SUBL SCOTT CAR CARE

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ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

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

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

CUSTOMER #:

195085



Collision & Rental

INVOICE

P.O. Box 849
Haverhill, MA 01831
www.reganford.com
Direct # 1-800-235-7979
Collision Fax: 978-373-1921
Main #: 978-373-3878

METHUEN, MA

PAGE 2

HOME:

CONT: N/A

BUS:

CELL:

SERVICE ADVISOR: 907 MARY A WINNING

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG | |
|------------------|-----------|-------------|-----------------------------------|---------|----------------|---------|----------|
| MAROON | 11 | FORD FUSION | 3FAHP0JA2B | | 13175/13175 | TD0RE | |
| DEL DATE | PROD DATE | WARR EXP | PROMISED | PO NO | RATE | PAYMENT | INV DATE |
| IS 30SEP13 DD | | | 17:00 17OCT13 | | 0.00 | CASH | 30OCT13 |
| R.O. OPENED | | READY | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

09:39 17OCT13 14:48 30OCT13

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|--------|---------|--------|---------|--------|-------|---------------|---------|
| PARTS: | 3563.79 | LABOR: | 1645.18 | OTHER: | 38.50 | TOTAL LINE A: | 5247.47 |

B. PAINT PER ESTIMATE

PPE PAINT PER ESTIMATE

| | | | | | | |
|--------------------------|--|--|--|--|--------|--------|
| MISC PAINT AND MATERIALS | | | | | 720.00 | 720.00 |
|--------------------------|--|--|--|--|--------|--------|

CMAT

| | | | | | | | |
|--------|------|--------|--------|--------|--------|---------------|---------|
| PARTS: | 0.00 | LABOR: | 720.00 | OTHER: | 450.00 | TOTAL LINE B: | 1170.00 |
|--------|------|--------|--------|--------|--------|---------------|---------|

COMMERCE ORIG \$6495.15 SUPE
\$372.19

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

| DESCRIPTION | TOTALS |
|------------------------|---------|
| LABOR AMOUNT | 2365.18 |
| PARTS AMOUNT | 3563.79 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 38.50 |
| MISC. CHARGES | 450.00 |
| TOTAL CHARGES | 6417.47 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 250.87 |
| PLEASE PAY THIS AMOUNT | 6668.34 |

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

Nov 22 2013 02:21pm P007/D12

Fax:19788885665

Marquis & Coughlan

CUSTOMER #:

195319



Collision & Rental

INVOICE

P.O. Box 849
Haverhill, MA 01831
www.reganford.com
Direct # 1-800-235-7979
Collision Fax: 978-373-1921
Main #: 978-373-3878

DUPLICATE 1
PAGE 1

METHUEN, MA

CONT:N/A

SERVICE ADVISOR: 201 JAMES ANDERSON

HOME:

BUS:

CELL:

| | | | | | | |
|--------------|-------------|-----------------------------------|---------------|----------|-------------------|----------|
| COLOR: | YEAR: | MAKE/MODEL: | VIN: | LICENSE: | MILEAGE IN / OUT: | TAG: |
| MAROON | 11 | FORD FUSION | 3FAHP0JA2BR | | 12797/12797 | T5511 |
| DEL. DATE: | PROD. DATE: | WARR. EXP.: | PROMISED: | PO NO.: | RATE: | PAYMENT: |
| 30SEP13 | DE | | 17:00 22OCT13 | | 0.00 | CASH |
| R.O. OPENED: | READY: | OPTIONS: STK:U34894 ENG:2.5 Liter | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|-----------|---------------------------------|--------|------------|--------|------|---------------|-------|
| A 4 | WHEEL ALIGNMENT | | BODY SHOP | | | | |
| | BSA 4 WHEEL ALIGNMENT | | BODY SHOP | | | | |
| | 305 CMSC | | | | | 75.00 | 75.00 |
| PARTS: | 0.00 | LABOR: | 75.00 | OTHER: | 0.00 | TOTAL LINE A: | 75.00 |
| ***** | | | | | | | |
| B [OTHER] | PS FRT TWO LOWER ARMS TO START | | (38073258) | | | | |
| | ASRAPP REPL 1 REAR CONTROLL ARM | | | | | 84.00 | 84.00 |
| | 305 CMSC | | | | | | |
| PARTS: | 0.00 | LABOR: | 84.00 | OTHER: | 0.00 | TOTAL LINE B: | 84.00 |
| ***** | | | | | | | |
| 12797 1: | | | | | | | |

Our goal is to exceed our customer's expectations...

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (3) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

| DESCRIPTION | TOTALS |
|------------------------|--------|
| LABOR AMOUNT | 159.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 159.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 159.00 |

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

Nov 22 2013 02:22pm P008/012

CUSTOMER COPY Marquis & Coughlan Fax:19786885666

REGAN COLLISION CENTER

regancollision@gmail.com

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979

FAX: (978) 373-1921

Workfile ID:
Federal ID:
License Number:**Estimate of Record****Customer:****Job Number:**Written By: Commerce Insurance, Rich Kopaczynski #8334, 15601, 10/21/2013 2:13:34 PM
Adjuster: Webster_Main, (800) 221-1605 BusinessInsured:
Type of Loss: U - unknown
Point of Impact: 01 Right FrontPolicy #:
Date of Loss: 10/17/2013 1:00:00 PMClaim #:
Days to Repair: 0**Owner:**

METHUEN, MA

Business

Inspection Location:REGAN COLLISION CENTER
501 BROADWAY
HAVERHILL, MA 01832
Repair Facility
(800) 235-7979 Business**Insurance Company:**COMMERCE INSURANCE
WEBSTER OFFICE
11 Gore Rd.
Webster, MA 01570
(800) 221-1605 Business**VEHICLE**Year: 2011
Make: FORD
Model: FUSION SEL
Color: BURGUNDY Int:Body Style: 4D SED
Engine: 4-2.5L-FI
Production Date: 3/2011
Condition: GoodVIN: 3FAHP0JA2BR
License:
State: MA
Job #:Mileage In: 13175
Mileage Out:
Vehicle Out:**TRANSMISSION**

Automatic Transmission

POWERPower Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat**DECOR**Dual Mirrors
Tinted Glass**CONVENIENCE**Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Home Link**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATSBucket Seats
Leather Seats
Heated Seats**WHEELS**

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHERFog Lamps
Traction Control
Stability Control
Power Trunk/Gate Release

Estimate of Record

Customer: [REDACTED]

Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| Line | Oper | Description | Part Number | Qty | Extended Price \$ | Labor | Paint |
|------|------|--|-----------------|-----|-------------------|-------|-------|
| 1 | | FRONT BUMPER | | | | | |
| 2 | | O/H front bumper | | | | 2.7 | |
| 3 | Repl | Bumper cover | AE5Z17D957BAPTM | 1 | 428.90 | Incl. | 2.6 |
| 4 | | Add for Clear Coat | | | | | 1.0 |
| 5 | | Add for fog lamps | | | | 0.4 | |
| 6 | Repl | RT Bezel w/SEL model | AE5Z17E810F | 1 | 99.45 | Incl. | |
| 7 | Repl | RT Insert panel w/SEL model | AE5Z17E810CA | 1 | 18.93 | Incl. | |
| 8 | R&I | Valance | | | | | |
| 9 | Repl | RT Side retainer | AE5Z17C947C | 1 | 8.52 | Incl. | |
| 10 | R&I | License bracket | | | | 0.2 | |
| 11 | R&I | Impact bar (UHS) | | | | 0.4 | |
| 12 | | GRILLE | | | | | |
| 13 | * | R&I Emblem | | | | 0.1 | |
| 14 | Repl | Upper grille chrome w/o SPORT NOTE: PHOTOS RT SIDE CRACKED | AE5Z8200C | 1 | 221.40 | 0.1 | |
| 15 | * | R&I Lower grille chrome w/o SPORT | | | | 0.1 | |
| 16 | * | R&I Center grille chrome w/o SPORT | | | | 0.2 | |
| 17 | R&I | R&I mounting panel | | | | Incl. | |
| 18 | | FRONT LAMPS | | | | | |
| 19 | Repl | RT Headlamp assy | 9E5Z13008A | 1 | 336.63 | Incl. | |
| 20 | | Aim headlamps | | | | 0.5 | |
| 21 | R&I | LT Headlamp assy | | | | Incl. | |
| 22 | Repl | RT Side marker lamp | AE5Z13200C | 1 | 21.30 | Incl. | |
| 23 | R&I | LT Side marker lamp | | | | Incl. | |
| 24 | Repl | RT Fog lamp assy | 6E5Z15200A | 1 | 87.66 | Incl. | |
| 25 | | Aim fog lamps | | | | 0.3 | |
| 26 | R&I | LT Fog lamp assy | | | | Incl. | |
| 27 | | RADIATOR SUPPORT | | | | | |
| 28 | R&I | Lower deflector | | | | Incl. | |
| 29 | Repl | Radiator support w/2.5, 3.0 Liter NOTE: PHOTOS | AE5Z16138A | 1 | 221.80 | 4.0 | |
| 30 | | Evacuate & recharge | | | m | 1.4 | |
| 31 | | Refrigerant recovery | | | m | 0.4 | |
| 32 | R&I | Temp sensor | | | | Incl. | |
| 33 | | WHEELS | | | | | |
| 34 | Repl | RT/Front Wheel, alloy 17 x 7.5 10 spoke-M style | 9E5Z1007B | 1 | 383.38 m | 0.3 | |
| 35 | | COOLING | | | | | |
| 36 | R&I | Radiator manual trans | | | m | 2.7 | |
| 37 | | Deduct for Overlap | | | | -1.2 | |
| 38 | Repl | Reservoir | AE5Z8A080C | 1 | 55.55 m | 0.4 | |
| 39 | | AIR CONDITIONER & HEATER | | | | | |

Estimate of Record

Customer: [REDACTED]

Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | | |
|----|-------------------|------|---|-------------|---|--------|-------|------|
| 40 | | R&I | Condenser | | | m | 0.6 | |
| 41 | FENDER | | | | | | | |
| 42 | | Repl | RT Fender liner | AE5Z16102B | 1 | 87.87 | Incl. | |
| 43 | | Repl | RT Fender front bracket | 9E5Z16A023A | 1 | 49.68 | 0.1 | |
| 44 | | Repl | RT Fender | AE5Z16005A | 1 | 217.47 | 2.3 | 2.0 |
| 45 | | | Add for Clear Coat | | | | | 0.8 |
| 46 | | | Add for Edging | | | | | 0.5 |
| 47 | | | Add for Clear Coat | | | | | 0.1 |
| 48 | | R&I | LT R&I fender assy | | | | 2.2 | |
| 49 | * | Rpr | LT Fender | | | | 0.3 | 2.0 |
| | | | NOTE: BACK EDGE PHOTOS HOOD OVERLAPPED | | | | | |
| 50 | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 51 | | | Add for Clear Coat | | | | | 0.3 |
| 52 | * | R&I | RT Insulator right side only | | | | 0.2 | |
| | | | NOTE: ACCESS DAMAGES | | | | | |
| 53 | * | Rpr | RT Apron/rail assy (HSS) | | | s | 2.5 | 1.0 |
| | | | NOTE: PHOTOS AFTER PULL MAY REQUIRE ADDITIONAL | | | | | |
| 54 | HOOD | | | | | | | |
| 55 | | Repl | Hood | BE5Z16612A | 1 | 741.00 | 1.7 | 2.8 |
| | | | NOTE: PHOTOS | | | | | |
| 56 | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 57 | | | Add for Clear Coat | | | | | 0.5 |
| 58 | | | Add for Underside(Complete) | | | | | 1.4 |
| 59 | | R&I | Insulator w/2.5 Liter | | | | Incl. | |
| 60 | | Repl | Latch | AE5Z16700A | 1 | 53.15 | Incl. | |
| 61 | | Repl | RT Hinge | 6E5Z16796A | 1 | 25.33 | 0.3 | 0.4 |
| | | | NOTE: PHOTOS | | | | | |
| 62 | | | Add for Clear Coat | | | | | 0.1 |
| 63 | | Repl | LT Hinge | 6E5Z16797A | 1 | 25.33 | 0.3 | 0.4 |
| | | | NOTE: PHOTOS LABOR: Time is after hood and fender are removed. | | | | | |
| 64 | | | Add for Clear Coat | | | | | 0.1 |
| 65 | | Repl | Striker | 6H6Z16K689A | 1 | 28.85 | Incl. | |
| | | | NOTE: PULLED DOWNWARD | | | | | |
| 66 | | Repl | Front w/strip | 9E5Z16B990A | 1 | 51.17 | Incl. | |
| | | | NOTE: PHOTOS TORN | | | | | |
| 67 | ELECTRICAL | | | | | | | |
| 68 | * | R&I | Actuator | | | | 0.5 | |
| | | | NOTE: PARTAIL TO ACCESS DAMAGES PHOTOS | | | | | |
| 69 | | Repl | Horn | 7E5Z13832A | 1 | 52.20 | 0.2 | |

Estimate of Record

Customer: [REDACTED]

Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | |
|-----|---|------|--|-------------|-------|-------|---------|
| 70 | | R&I | NOTE: PHOTOS TPMS sensor | | m | 0.2 | |
| | | | NOTE: MAY REQUIRE REPLACEMENT | | | | |
| 71 | | | WINDSHIELD | | | | |
| 72 | | Repl | Reservoir assy | 6E5Z17618A | 1 | 56.00 | 0.5 |
| 73 | | R&I | RT Washer nozzle | | | | Incl. |
| 74 | | R&I | LT Washer nozzle | | | | Incl. |
| 75 | | Repl | Washer hose | 9E5Z17A605A | 1 | 30.69 | |
| | | | NOTE: CUT | | | | |
| 76 | | | FRONT DOOR | | | | |
| 77 | * | Rpr | RT Outer panel w/o keyless lock pad | | | | 0.3 2.3 |
| | | | NOTE: FRONT EDGE CHIPPED FENDER PUSHED INTO PANEL PHOTOS | | | | |
| 78 | | | Overlap Major Adj. Panel | | | | -0.4 |
| 79 | | | Add for Clear Coat | | | | 0.4 |
| 80 | | R&I | RT Belt w'strip black | | | | 0.3 |
| 81 | * | R&I | RT Door w'strip | | | | 0.2 |
| | | | NOTE: PARTAILLY | | | | |
| 82 | * | Rpr | RT Applique | | | | 0.3 |
| | | | NOTE: DETAIL MASK | | | | |
| 83 | * | R&I | RT Mirror assy w/o heat | | | | 0.5 |
| 84 | | R&I | RT Run channel | | | | 0.2 |
| 85 | | R&I | RT Door glass FORD | | | | 0.6 |
| 86 | | R&I | RT Handle, outside | | | | 0.4 |
| 87 | | R&I | RT R&I trim panel | | | | 0.5 |
| 88 | # | Rpr | UNIBODY SETUP & MEASURE | | | | 2.0 |
| 89 | # | Rpr | PULL UNIBODY SIDE SWAY | | | | 1.0 F |
| 90 | # | Rpr | Pinch welds after pull | | | | 0.5 0.5 |
| 91 | # | Subl | 4 WHEEL ALIGNMENT | 1 | 75.00 | X | |
| 92 | # | Subl | BAL WHEEL (s) | 1 | 10.00 | X | |
| | | | NOTE: RT FRONT | | | | |
| 93 | # | Rpr | Collision access time | | | | 0.5 |
| 94 | # | Repl | Antifreeze | 1 | 10.00 | T | |
| 95 | # | Repl | Flex additive | 1 | 12.00 | T | |
| 96 | # | | Mask Jambs | 1 | 3.00 | X | 0.5 |
| 97 | # | | Mask Jambs for primer | 1 | 3.00 | X | 0.5 |
| 98 | # | | Cover car for primer | 1 | | X | 0.2 |
| 99 | # | Rpr | Tint for color match | | | | 0.5 |
| 100 | # | Repl | Undercoating/Rustproofing | 1 | 10.00 | T | 0.3 |
| 101 | # | Rpr | de-nib and polish | | | | 1.2 |
| 102 | # | Rpr | Detail for delivery | | | | 1.0 |
| 103 | # | Rpr | Battery Disconnect/reconnect | | | | 0.2 |
| 104 | # | Rpr | Program electronics | | | | 0.3 |
| 105 | # | Repl | Anticorrosive/Apoxy Primers | 1 | 10.00 | T | |

Estimate of Record

Customer: DORE, PATRICIA

Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | |
|------------------|---------------------------|------|---|-----------------|-------------|-------------|
| 106 | # | Rpr | Repair wiring | | | 1.0 |
| | | | NOTE: PHOTOS | | | |
| 107 | # | Repl | Anticorrosive/Apoxy Primers | 1 | 10.00 T | |
| 108 | # | Rpr | Road test/Safety check | | | 0.5 |
| | | | NOTE: CUST STATES STEERING LOCKED THEN FREED UP | | | |
| 109 | # | | Cover car for Overspray | 1 | 5.00 X | |
| 110 | # | Repl | ADD P&M @ 7.00 PER HR X 18.0 HRS | 1 | 126.00 | 1 |
| 111 | # | | MISC HARDWARE | 1 | 8.00 | |
| 112 | # | | VISIBLE DAMAGES ONLY | 1 | | |
| 113 | INFORMATION LABELS | | | | | |
| 114 | | Repl | Fan label | XW4Z8653BA | 1 | 4.65 0.2 |
| 115 | # | Repl | EMISSIONS LABEL | | 1 | 30.00 0.1 |
| 116 | # | Repl | AC LABEL | | 1 | 15.00 0.1 |
| SUBTOTALS | | | | 3,633.91 | 38.8 | 18.0 |

ESTIMATE TOTALS

| Category | Basis | Rate | Cost \$ |
|----------------------|---------------|--------------|-----------------|
| Parts | | | 3,485.91 |
| Body Labor | 37.8 hrs @ | \$ 40.00 /hr | 1,512.00 |
| Paint Labor | 18.0 hrs @ | \$ 40.00 /hr | 720.00 |
| Frame Labor | 1.0 hrs @ | \$ 43.00 /hr | 43.00 |
| Paint Supplies | 18.0 hrs @ | \$ 17.00 /hr | 306.00 |
| Miscellaneous | | | 148.00 |
| Subtotal | | | 6,214.91 |
| Sales Tax | \$ 3,843.91 @ | 6.2500 % | 240.24 |
| Grand Total | | | 6,455.15 |
| INSURANCE PAY | | | 6,455.15 |

This estimate is based on visible damages only. Actual cost for repairs and parts pricing is subject to change.

All work is warrantied for 12 months or 12000 miles.

*** FOR APPRAISAL QUESTIONS OR SUPPLEMENTS, PLEASE CALL THE APPRAISER ASSIGNED TO THE CLAIM ***

*** ANY GLASS PART PRICES, GLASS KITS AND/OR GLASS LABOR (IF INCLUDED IN THIS APPRAISAL) MAY BE BASED ON COMPETITIVE MARKET PRICING ***

*** THIS DOCUMENT IS NEITHER AN AUTHORIZATION TO REPAIR NOR A GUARANTEE OF PAYMENT. DEDUCTIBLES, BETTERMENTS, & PRIOR DAMAGE IF INCLUDED IN THIS DOCUMENT, WILL BE DEDUCTED FROM ANY SETTLEMENT WITH THE VEHICLE OWNER. SUPPLEMENTS WILL BE DENIED WITHOUT PRIOR APPROVAL FROM THE APPRAISER. ALL SUPPLEMENTAL DAMAGE FOUND BY THE REPAIRER MUST BE INSPECTED AND DOCUMENTED BY A REPRESENTATIVE OF THE INSURANCE COMPANY BEFORE THOSE REPAIRS BEGIN. ALL PART PRICE INCREASES ARE SUBJECT TO INVOICE VERIFICATION. THE VEHICLE OWNER MUST AUTHORIZE ALL REPAIRS. ***

Estimate of Record

Customer: [REDACTED]

Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

PER MASSACHUSETTS REG. TITLE 212 CHAPTER 2.02(5), "THIS ESTIMATE HAS BEEN PREPARED AND SWORN TO UNDER THE PENALTIES OF PERJURY."

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JP10, CCC Data Date 10/17/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) Items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) Items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

Customer:



Job Number:

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

FOR APPRAISAL QUESTIONS OR SUPPLEMENTS, PLEASE CALL THE APPRAISER ASSIGNED TO THE CLAIM

ANY GLASS PART PRICES, GLASS KITS AND/OR GLASS LABOR, IF INCLUDED IN THIS DOCUMENT, MAY BE BASED ON COMPETITIVE MARKET PRICING

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REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979, Fax: (978) 373-1921

Image Report

| | | | | | | | |
|-------------|------------|---------------|-----------|----------------|-------------|------------------|----------|
| Owner: | | Insurance: | COMMERCE | Estimator: | Wayne King | Vehicle Out: | |
| Job Number: | | Claim Number: | | | | | |
| Year: | 2011 | Color: | BURGUNDY | License Plate: | BC4906 | Production Date: | 3/1/2011 |
| Make: | FORD | Body Style: | 4D SED | State: | MA | Mileage In: | 13,175 |
| Model: | FUSION SEL | Engine: | 4-2.5L-FI | VIN: | 3FAHP0JA2BR | Condition: | Good |



10/17/2013 E01
Comments:



10/17/2013 E01
Comments:

REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

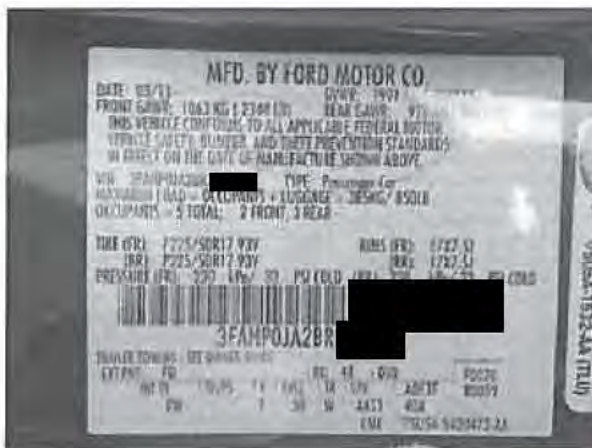
Phone: (800) 235-7979, Fax: (978) 373-1921

Image Report

| | | | | | | |
|-------------|------------|---------------|-----------|----------------|-------------|---------------------------|
| Owner: | | Insurance: | COMMERCE | Estimator: | Wayne King | Vehicle Out: |
| Job Number: | | Claim Number: | | | | |
| Year: | 2011 | Color: | BURGUNDY | License Plate: | | Production Date: 3/1/2011 |
| Make: | FORD | Body Style: | 4D SED | State: | MA | Mileage In: 13,175 |
| Model: | FUSION SEL | Engine: | 4-2.5L-FI | VIN: | 3FAHP0JA2BR | Condition: Good |



10/17/2013 E01
Comments:



10/17/2013 E01
Comments:

REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979, Fax: (978) 373-1921

Image Report

| | | | | | | |
|-------------|------------|---------------|-----------|----------------|-------------|---------------------------|
| Owner: | | Insurance: | COMMERCE | Estimator: | Wayne King | Vehicle Out: |
| Job Number: | | Claim Number: | | | | |
| Year: | 2011 | Color: | BURGUNDY | License Plate: | | Production Date: 3/1/2011 |
| Make: | FORD | Body Style: | 4D SED | State: | MA | Mileage In: 13,175 |
| Model: | FUSION SEL | Engine: | 4-2.5L-FI | VIN: | 3FAHP0JAZBR | Condition: Good |



10/17/2013 E01
Comments:



10/17/2013 E01
Comments:

REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979, Fax: (978) 373-1921

Image Report

| | | | | | | |
|-------------|------------|---------------|-----------|----------------|-------------|---------------------------|
| Owner: | | Insurance: | COMMERCE | Estimator: | Wayne King | Vehicle Out: |
| Job Number: | | Claim Number: | | | | |
| Year: | 2011 | Color: | BURGUNDY | License Plate: | | Production Date: 3/1/2011 |
| Make: | FORD | Body Style: | 4D SED | State: | MA | Mileage In: 13,175 |
| Model: | FUSION SEL | Engine: | 4-2.5L-FI | VIN: | 3FAHP0JA2BR | Condition: Good |



10/17/2013 E01
Comments:



10/17/2013 E01
Comments:

REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979, Fax: (978) 373-1921

Image Report

| | | | | | | | |
|-------------|------------|---------------|-----------|----------------|-------------|------------------|----------|
| Owner: | | Insurance: | COMMERCE | Estimator: | Wayne King | Vehicle Out: | |
| Job Number: | | Claim Number: | | | | | |
| Year: | 2011 | Color: | BURGUNDY | License Plate: | | Production Date: | 3/1/2011 |
| Make: | FORD | Body Style: | 4D SED | State: | MA | Mileage In: | 13,175 |
| Model: | FUSION SEL | Engine: | 4-2.5L-FI | VIN: | 3FAHP0JA2BR | Condition: | Good |



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Image Report

| | | | |
|-------------------|--------------------------|-----------------------------|---------------------------|
| Owner: [REDACTED] | Insurance: COMMERCE | Estimator: Wayne King | Vehicle Out: |
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REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

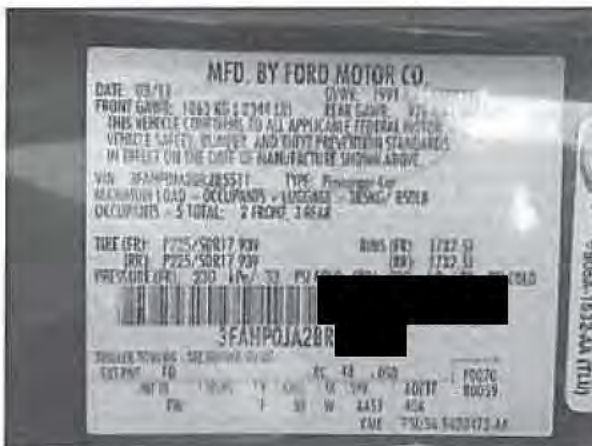
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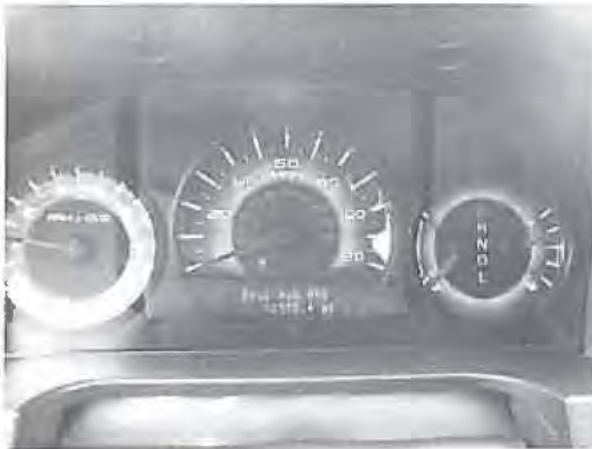


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10/28/2013 S01
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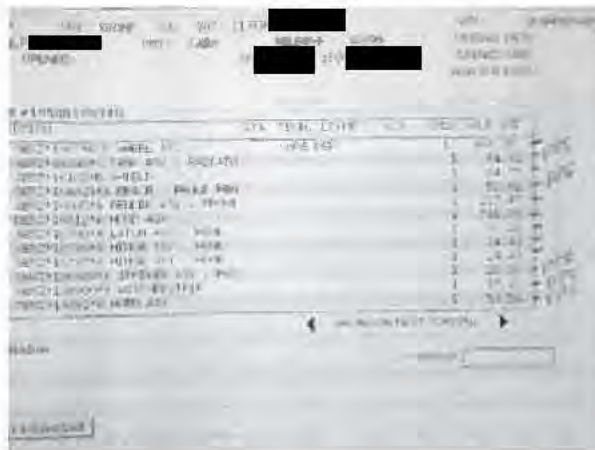
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10/28/2013 501
Comments:

REGAN COLLISION CENTER

regancollision@gmail.com

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979

FAX: (978) 373-1921

Workfile ID: 3c3243b8
Federal ID: 020658907
License Number: [REDACTED]**Supplement of Record 1 with Summary****Customer:** [REDACTED]**Job Number: 195085**

Written By: BRIAN MERRITT, 13649, 10/30/2013 11:52:34 AM

Adjuster: Webster_Main, (800) 221-1605 Business

Insured: [REDACTED]**Policy #:** [REDACTED]**Claim #:** [REDACTED]**Type of Loss:** U - unknown**Date of Loss:** 10/17/2013 1:00:00 PM**Days to Repair:** 0**Point of Impact:** 01 Right Front**Owner:** [REDACTED]**Inspection Location:****Insurance Company:**

REGAN COLLISION CENTER

COMMERCE INSURANCE

501 BROADWAY

WEBSTER OFFICE

HAVERHILL, MA 01832

11 Gore Rd.

Repair Facility

Webster, MA 01570

(800) 235-7979 Business

(800) 221-1605 Business

VEHICLE**Year:** 2011**Body Style:** 4D SED**VIN:** 3FAHP0JA2BR [REDACTED]**Mileage In:** 13175**Make:** FORD**Engine:** 4-2.5L-FI**License:** [REDACTED]**Mileage Out:****Model:** FUSION SEL**Production Date:** 3/2011**State:** MA**Vehicle Out:****Color:** BURGUNDY Int:**Condition:** Good**Job #:** 195085**TRANSMISSION**

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Tinted Glass

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Bucket Seats

Leather Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Traction Control

Stability Control

Power Trunk/Gate Release

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| Line | Oper | Description | Part Number | Qty | Extended Price \$ | Labor | Paint |
|------|------|--|-----------------|-----|-------------------|------------|-------|
| 1 | | FRONT BUMPER | | | | | |
| 2 | | O/H front bumper | | | | 2.7 | |
| 3 | | Repl Bumper cover | AE5Z17D957BAPTM | 1 | 428.90 | Incl. | 2.6 |
| 4 | | Add for Clear Coat | | | | | 1.0 |
| 5 | | Add for fog lamps | | | | 0.4 | |
| 6 | * | S01 Repl RT Bezel w/SEL model | AE5Z17E810F | 1 | <u>100.98</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 7 | * | S01 Repl RT Insert panel w/SEL model | AE5Z17E810CA | 1 | <u>19.23</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 8 | | R&I Valance | | | | | |
| 9 | * | S01 Repl RT Side retainer | AE5Z17C947C | 1 | <u>9.87</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 10 | | R&I License bracket | | | | 0.2 | |
| 11 | | R&I Impact bar (UHS) | | | | 0.4 | |
| 12 | | GRILLE | | | | | |
| 13 | * | R&I Emblem | | | | <u>0.1</u> | |
| 14 | * | S01 Repl Upper grille chrome w/o SPORT | AE5Z8200C | 1 | <u>224.83</u> | 0.1 | |
| | | NOTE: PHOTOS RT SIDE CRACKED ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 15 | * | R&I Lower grille chrome w/o SPORT | | | | <u>0.1</u> | |
| 16 | * | R&I Center grille chrome w/o SPORT | | | | <u>0.2</u> | |
| 17 | | R&I R&I mounting panel | | | | Incl. | |
| 18 | | FRONT LAMPS | | | | | |
| 19 | | Repl RT Headlamp assy | 9E5Z13008A | 1 | 336.63 | Incl. | |
| 20 | | Aim headlamps | | | | 0.5 | |
| 21 | | R&I LT Headlamp assy | | | | Incl. | |
| 22 | * | S01 Repl RT Side marker lamp | AE5Z13200C | 1 | <u>16.23</u> | Incl. | |
| | | NOTE: Price correction. Invoice on file. | | | | | |
| 23 | | R&I LT Side marker lamp | | | | Incl. | |
| 24 | | Repl RT Fog lamp assy | 6E5Z15200A | 1 | 87.66 | Incl. | |
| 25 | | Aim fog lamps | | | | 0.3 | |
| 26 | | R&I LT Fog lamp assy | | | | Incl. | |
| 27 | | FRONT SUSPENSION | | | | | |
| 28 | S01 | Repl RT Rr lwr cntl arm | BE5Z3078B | 1 | 126.35 m | 3.1 | |
| | | NOTE: PARTS: Order by application. LABOR: Time is after lower cover and splash shields are removed. Time includes disconnecting steering shaft and lowering engine cradle to gain access to rear lower control arm bolt. Time is not included with suspension R&I or overhaul. | | | | | |
| 29 | | RADIATOR SUPPORT | | | | | |
| 30 | | R&I Lower deflector | | | | Incl. | |
| 31 | * | S01 Repl Radiator support w/2.5, 3.0 Liter | AE5Z16138A | 1 | <u>226.50</u> | 4.0 | |
| | | NOTE: PHOTOS ===== | | | | | |

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | | | |
|----|-----|-------------------------------------|---|--|-------------|--------|--------|-------|-------|
| | | | PPI Only.Invoice on file. | | | | | | |
| 32 | | | Evacuate & recharge | | | m | | 1.4 | |
| 33 | | | Refrigerant recovery | | | m | | 0.4 | |
| 34 | | R&I | Temp sensor | | | | | Incl. | |
| 35 | S01 | R&I | Lower cover w/2.5 Liter | | | | | 0.3 | |
| | | | NOTE: To access suspension repairs. See foot notes. | | | | | | |
| 36 | | WHEELS | | | | | | | |
| 37 | | Repl | RT/Front Wheel, alloy 17 x 7.5 10 spoke-M style | 9E5Z1007B | 1 | 383.38 | m | 0.3 | |
| 38 | # | S01 | Subl | Partial alignment | 1 | 37.50 | X | | |
| | | | NOTE: First alignment wouldn't take due to suspension damage. | | | | | | |
| 39 | | COOLING | | | | | | | |
| 40 | | R&I | Radiator manual trans | | | | m | 2.7 | |
| 41 | | | Deduct for Overlap | | | | | -1.2 | |
| 42 | * | S01 | Repl | Reservoir | AE5Z8A080C | 1 | 64.32 | m | 0.4 |
| | | | NOTE: PPI Only.Invoice on file. | | | | | | |
| 43 | | AIR CONDITIONER & HEATER | | | | | | | |
| 44 | | R&I | Condenser | | | | m | 0.6 | |
| 45 | | FENDER | | | | | | | |
| 46 | * | S01 | Repl | RT Fender liner | AE5Z16102B | 1 | 84.77 | | Incl. |
| | | | NOTE: Price correction. Invoice on file. | | | | | | |
| 47 | * | S01 | Repl | RT Fender front bracket | 9E5Z16A023A | 1 | 50.92 | | 0.1 |
| | | | NOTE: PPI Only.Invoice on file. | | | | | | |
| 48 | | | Repl | RT Fender | AE5Z16005A | 1 | 217.47 | | 2.3 |
| 49 | | | | Add for Clear Coat | | | | | 0.8 |
| 50 | | | | Add for Edging | | | | | 0.5 |
| 51 | | | | Add for Clear Coat | | | | | 0.1 |
| 52 | | R&I | | LT R&I fender assy | | | | 2.2 | |
| 53 | * | Rpr | | LT Fender | | | | 0.3 | 2.0 |
| | | | | NOTE: BACK EDGE PHOTOS HOOD OVERLAPPED | | | | | |
| 54 | | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 55 | | | | Add for Clear Coat | | | | | 0.3 |
| 56 | * | R&I | | RT Insulator right side only | | | | 0.2 | |
| | | | | NOTE: ACCESS DAMAGES | | | | | |
| 57 | * | Rpr | | RT Apron/rail assy (HSS) | | | s | 2.5 | 1.0 |
| | | | | NOTE: PHOTOS AFTER PULL MAY REQUIRE ADDITIONAL | | | | | |
| 58 | | HOOD | | | | | | | |
| 59 | | Repl | | Hood | BESZ16612A | 1 | 741.00 | 1.7 | 2.8 |
| | | | | NOTE: PHOTOS | | | | | |
| 60 | | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 61 | | | | Add for Clear Coat | | | | | 0.5 |

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | | |
|----|-------------------|-----|---|-------------|---|-------|-------|-----|
| 62 | | | Add for Underside(Complete) | | | | | 1.4 |
| 63 | | R&I | Insulator w/2.5 Liter | | | | Incl. | |
| 64 | * | S01 | Repl Latch | AE5Z16700A | 1 | 60.28 | Incl. | |
| | | | NOTE: PPI Only.Invoice on file. | | | | | |
| 65 | * | S01 | Repl RT Hinge | 6E5Z16796A | 1 | 24.43 | 0.3 | 0.4 |
| | | | NOTE: PHOTOS | | | | | |
| | | | ===== | | | | | |
| | | | Price correction. Invoice on file. | | | | | |
| 66 | | | Add for Clear Coat | | | | | 0.1 |
| 67 | * | S01 | Repl LT Hinge | 6E5Z16797A | 1 | 24.43 | 0.3 | 0.4 |
| | | | NOTE: PHOTOS | | | | | |
| | | | LABOR: Time Is after hood and fender are removed. | | | | | |
| | | | ===== | | | | | |
| | | | Price correction. Invoice on file. | | | | | |
| 68 | | | Add for Clear Coat | | | | | 0.1 |
| 69 | * | S01 | Repl Striker | 6H6Z16K689A | 1 | 29.30 | Incl. | |
| | | | NOTE: PULLED DOWNWARD | | | | | |
| | | | ===== | | | | | |
| | | | PPI Only.Invoice on file. | | | | | |
| 70 | * | S01 | Repl Front w'strip | 9E5Z16B990A | 1 | 57.28 | Incl. | |
| | | | NOTE: PHOTOS | | | | | |
| | | | TORN | | | | | |
| | | | ===== | | | | | |
| | | | PPI Only.Invoice on file. | | | | | |
| 71 | ELECTRICAL | | | | | | | |
| 72 | * | R&I | Actuator | | | | 0.5 | |
| | | | NOTE: PARTAIL TO ACCESS DAMAGES | | | | | |
| | | | PHOTOS | | | | | |
| 73 | * | S01 | Repl Horn | 7E5Z13832A | 1 | 53.58 | 0.2 | |
| | | | NOTE: PHOTOS | | | | | |
| | | | ===== | | | | | |
| | | | PPI Only.Invoice on file. | | | | | |
| 74 | | R&I | TPMS sensor | | | | m | 0.2 |
| | | | NOTE: MAY REQUIRE REPLACEMENT | | | | | |
| 75 | | S01 | Repl Valve stem | 9L3Z1700A | 1 | 13.84 | | |
| 76 | WINDSHIELD | | | | | | | |
| 77 | * | S01 | Repl Reservoir assy | 6E5Z17618A | 1 | 57.48 | 0.5 | |
| | | | NOTE: PPI Only.Invoice on file. | | | | | |
| 78 | | R&I | RT Washer nozzle | | | | Incl. | |
| 79 | | R&I | LT Washer nozzle | | | | Incl. | |
| 80 | * | S01 | Repl Washer hose | 9E5Z17A605A | 1 | 31.51 | | |
| | | | NOTE: CUT | | | | | |
| | | | ===== | | | | | |
| | | | PPI Only.Invoice on file. | | | | | |
| 81 | FRONT DOOR | | | | | | | |
| 82 | * | Rpr | RT Outer panel w/o keyless lock pad | | | | 0.3 | 2.3 |
| | | | NOTE: FRONT EDGE CHIPPED | | | | | |
| | | | FENDER PUSHED INTO PANEL | | | | | |

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | | | |
|-----|---|---|---|------------|--------|---|-----|------|-----|
| | | PHOTOS | | | | | | | |
| 83 | | Overlap Major Adj. Panel | | | | | | -0.4 | |
| 84 | | Add for Clear Coat | | | | | | 0.4 | |
| 85 | | R&I RT Belt w'strip black | | | | | 0.3 | | |
| 86 | * | R&I RT Door w'strip | | | | | 0.2 | | |
| | | NOTE: PARTAILLY | | | | | | | |
| 87 | * | Rpr RT Applique | | | | | 0.3 | | |
| | | NOTE: DETAIL MASK | | | | | | | |
| 88 | * | R&I RT Mirror assy w/o heat | | | | | 0.5 | | |
| 89 | | R&I RT Run channel | | | | | 0.2 | | |
| 90 | | R&I RT Door glass FORD | | | | | 0.6 | | |
| 91 | | R&I RT Handle, outside | | | | | 0.4 | | |
| 92 | | R&I RT R&I trim panel | | | | | 0.5 | | |
| 93 | # | Rpr UNIBODY SETUP & MEASURE | | | | | 2.0 | | |
| 94 | # | Rpr PULL UNIBODY SIDE SWAY | | | | | 1.0 | F | |
| 95 | # | Rpr Pinch welds after pull | | | | | 0.5 | | 0.5 |
| 96 | # | Subl 4 WHEEL ALIGNMENT | 1 | | 75.00 | X | | | |
| 97 | # | Subl BAL WHEEL (s) | 1 | | 10.00 | X | | | |
| | | NOTE: RT FRONT | | | | | | | |
| 98 | # | Rpr Collision access time | | | | | 0.5 | | |
| 99 | # | S01 Repl Antifreeze | 1 | | 27.59 | T | | | |
| | | NOTE: PPI Only. Invoice on file. Manufacturer specific coolant. | | | | | | | |
| 100 | # | Repl Flex additive | 1 | | 12.00 | T | | | |
| 101 | # | Mask Jambs | 1 | | 3.00 | X | 0.5 | | |
| 102 | # | Mask Jambs for primer | 1 | | 3.00 | X | 0.5 | | |
| 103 | # | Cover car for primer | 1 | | | X | 0.2 | | |
| 104 | # | Rpr Tint for color match | | | | | 0.5 | | |
| 105 | # | Repl Undercoating/Rustproofing | 1 | | 10.00 | T | 0.3 | | |
| 106 | # | Rpr de-nib and polish | | | | | 1.2 | | |
| 107 | # | Rpr Detail for delivery | | | | | 1.0 | | |
| 108 | # | Rpr Battery Disconnect/reconnect | | | | | 0.2 | | |
| 109 | # | Rpr Program electronics | | | | | 0.3 | | |
| 110 | # | Repl Anticorrosive/Apoxy Primers | 1 | | 10.00 | T | | | |
| 111 | # | Rpr Repair wiring | | | | | 1.0 | | |
| | | NOTE: PHOTOS | | | | | | | |
| 112 | # | Repl Anticorrosive/Apoxy Primers | 1 | | 10.00 | T | | | |
| 113 | # | Rpr Road test/Safety check | | | | | 0.5 | | |
| | | NOTE: CUST STATES STEERING LOCKED THEN FREED UP | | | | | | | |
| 114 | # | Cover car for Overspray | 1 | | 5.00 | X | | | |
| 115 | # | Repl ADD P&M @ 7.00 PER HR X 18.0 HRS | 1 | | 126.00 | | | 1 | |
| 116 | # | MISC HARDWARE | 1 | | 8.00 | | | | |
| 117 | # | VISABLE DAMAGES ONLY | 1 | | | | | | |
| 118 | | INFORMATION LABELS | | | | | | | |
| 119 | * | S01 Repl Fan label | 1 | XW4Z8653BA | 5.15 | | 0.2 | | |

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

NOTE: PPI Only. Invoice on file.

| | | | | | | | |
|------------------|---|------|-----------------|---|-----------------|-------------|-------------|
| 120 | # | Repl | EMISSIONS LABEL | 1 | 30.00 | 0.1 | |
| 121 | # | Repl | AC LABEL | 1 | 15.00 | 0.1 | |
| SUBTOTALS | | | | | 3,858.41 | 42.2 | 18.0 |

ESTIMATE TOTALS

| Category | Basis | Rate | Cost \$ |
|----------------------|---------------|--------------|-----------------|
| Parts | | | 3,655.32 |
| Body Labor | 41.2 hrs @ | \$ 40.00 /hr | 1,648.00 |
| Paint Labor | 18.0 hrs @ | \$ 40.00 /hr | 720.00 |
| Frame Labor | 1.0 hrs @ | \$ 43.00 /hr | 43.00 |
| Paint Supplies | 18.0 hrs @ | \$ 17.00 /hr | 306.00 |
| Miscellaneous | | | 203.09 |
| Subtotal | | | 6,575.41 |
| Sales Tax | \$ 4,030.91 @ | 6.2500 % | 251.93 |
| Grand Total | | | 6,827.34 |
| INSURANCE PAY | | | 6,827.34 |

Supplement of Record 1 with Summary

Customer: XXXXXXXXXX

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

SUPPLEMENT SUMMARY

| Line | Oper | Description | Part Number | Qty | Extended Price \$ | Labor | Paint |
|----------------------|------|--|--------------|-----|-------------------|-------|-------|
| Changed Items | | | | | | | |
| 5 | | Repl RT Bezel w/SEL model | AE5Z17E810F | 1 | -99.45 | Incl. | |
| 6 | * | S01 Repl RT Bezel w/SEL model | AE5Z17E810F | 1 | <u>100.98</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 6 | | Repl RT Insert panel w/SEL model | AE5Z17E810CA | 1 | -18.93 | Incl. | |
| 7 | * | S01 Repl RT Insert panel w/SEL model | AE5Z17E810CA | 1 | <u>19.23</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 8 | | Repl RT Side retainer | AE5Z17C947C | 1 | -8.52 | Incl. | |
| 9 | * | S01 Repl RT Side retainer | AE5Z17C947C | 1 | <u>9.87</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 13 | | Repl Upper grille chrome w/o SPORT | AE5Z8200C | 1 | -221.40 | -0.1 | |
| | | NOTE: PHOTOS RT SIDE CRACKED | | | | | |
| 14 | * | S01 Repl Upper grille chrome w/o SPORT | AE5Z8200C | 1 | <u>224.83</u> | 0.1 | |
| | | NOTE: PHOTOS RT SIDE CRACKED ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 21 | | Repl RT Side marker lamp | AE5Z13200C | 1 | -21.30 | Incl. | |
| 22 | * | S01 Repl RT Side marker lamp | AE5Z13200C | 1 | <u>16.23</u> | Incl. | |
| | | NOTE: Price correction. Invoice on file. | | | | | |
| 28 | | Repl Radiator support w/2.5, 3.0 Liter | AE5Z16138A | 1 | -221.80 | -4.0 | |
| | | NOTE: PHOTOS | | | | | |
| 31 | * | S01 Repl Radiator support w/2.5, 3.0 Liter | AE5Z16138A | 1 | <u>226.50</u> | 4.0 | |
| | | NOTE: PHOTOS ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 37 | | Repl Reservoir | AE5Z8A080C | 1 | -55.55 m | -0.4 | |
| 42 | * | S01 Repl Reservoir | AE5Z8A080C | 1 | <u>64.32</u> m | 0.4 | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 41 | | Repl RT Fender liner | AE5Z16102B | 1 | -87.87 | Incl. | |
| 46 | * | S01 Repl RT Fender liner | AE5Z16102B | 1 | <u>84.77</u> | Incl. | |
| | | NOTE: Price correction. Invoice on file. | | | | | |
| 42 | | Repl RT Fender front bracket | 9E5Z16A023A | 1 | -49.68 | -0.1 | |
| 47 | * | S01 Repl RT Fender front bracket | 9E5Z16A023A | 1 | <u>50.92</u> | 0.1 | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 59 | | Repl Latch | AE5Z16700A | 1 | -53.15 | Incl. | |
| 64 | * | S01 Repl Latch | AE5Z16700A | 1 | <u>60.28</u> | Incl. | |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 60 | | Repl RT Hinge | 6E5Z16796A | 1 | -25.33 | -0.3 | -0.4 |
| | | NOTE: PHOTOS | | | | | |
| 65 | * | S01 Repl RT Hinge | 6E5Z16796A | 1 | <u>24.43</u> | 0.3 | 0.4 |

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | |
|-----|---|--|----------------|----------------|-------------|--------|----------------------|
| | | NOTE: PHOTOS | | ===== | | | |
| | | Price correction. Invoice on file. | | | | | |
| 62 | | Repl | LT Hinge | 6E5Z16797A | 1 | -25.33 | -0.3 -0.4 |
| | | NOTE: PHOTOS | | | | | |
| | | LABOR: Time is after hood and fender are removed. | | | | | |
| 67 | * | S01 | Repl | LT Hinge | 6E5Z16797A | 1 | <u>24.43</u> 0.3 0.4 |
| | | NOTE: PHOTOS | | | | | |
| | | LABOR: Time is after hood and fender are removed. | | | | | |
| | | ===== | | | | | |
| | | Price correction. Invoice on file. | | | | | |
| 64 | | Repl | Striker | 6H6Z16K689A | 1 | -28.85 | Incl. |
| | | NOTE: PULLED DOWNWARD | | | | | |
| 69 | * | S01 | Repl | Striker | 6H6Z16K689A | 1 | <u>29.30</u> Incl. |
| | | NOTE: PULLED DOWNWARD | | | | | |
| | | ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 65 | | Repl | Front w'strip | 9E5Z168990A | 1 | -51.17 | Incl. |
| | | NOTE: PHOTOS | | | | | |
| | | TORN | | | | | |
| 70 | * | S01 | Repl | Front w'strip | 9E5Z168990A | 1 | <u>52.28</u> Incl. |
| | | NOTE: PHOTOS | | | | | |
| | | TORN | | | | | |
| | | ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 68 | | Repl | Horn | 7E5Z13832A | 1 | -52.20 | -0.2 |
| | | NOTE: PHOTOS | | | | | |
| 73 | * | S01 | Repl | Horn | 7E5Z13832A | 1 | <u>53.58</u> 0.2 |
| | | NOTE: PHOTOS | | | | | |
| | | ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 71 | | Repl | Reservoir assy | 6E5Z17618A | 1 | -56.00 | -0.5 |
| 77 | * | S01 | Repl | Reservoir assy | 6E5Z17618A | 1 | <u>57.48</u> 0.5 |
| | | NOTE: PPI Only.Invoice on file. | | | | | |
| 74 | | Repl | Washer hose | 9E5Z17A605A | 1 | -30.69 | |
| | | NOTE: CUT | | | | | |
| 80 | * | S01 | Repl | Washer hose | 9E5Z17A605A | 1 | <u>31.51</u> |
| | | NOTE: CUT | | | | | |
| | | ===== | | | | | |
| | | PPI Only.Invoice on file. | | | | | |
| 93 | # | Repl | Antifreeze | | 1 | -10.00 | T |
| 99 | # | S01 | Repl | Antifreeze | | 27.59 | T |
| | | NOTE: PPI Only.Invoice on file. Manufacturer specific coolant. | | | | | |
| 113 | | Repl | Fan label | XW4Z8653BA | 1 | -4.65 | -0.2 |
| 119 | * | S01 | Repl | Fan label | XW4Z8653BA | 1 | <u>5.15</u> 0.2 |
| | | NOTE: PPI Only.Invoice on file. | | | | | |

Added Items

27 FRONT SUSPENSION

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

| | | | | | | | |
|--|-----|------|-------------------------|-------------------|---|---------------|------------|
| 28 | S01 | Repl | RT Rr lwr cntl arm | BE5Z3078B | 1 | 126.35 m | 3.1 |
| NOTE: PARTS: Order by application. LABOR: Time is after lower cover and splash shields are removed. Time includes disconnecting steering shaft and lowering engine cradle to gain access to rear lower control arm bolt. Time is not included with suspension R&I or overhaul. | | | | | | | |
| 35 | S01 | R&I | Lower cover w/2.5 Liter | | | | 0.3 |
| NOTE: To access suspension repairs. See foot notes. | | | | | | | |
| 38 | # | S01 | Subl | Partial alignment | 1 | 37.50 X | |
| NOTE: First alignment wouldn't take due to suspension damage. | | | | | | | |
| 75 | S01 | Repl | Valve stem | 9L3Z1700A | 1 | 13.84 | |
| SUBTOTALS | | | | | | 224.50 | 3.4 |
| | | | | | | | 0.0 |

TOTALS SUMMARY

| Category | Basis | Rate | Cost \$ |
|--------------------------------|-------------|--------------|---------------|
| Parts | | | 169.41 |
| Body Labor | 3.4 hrs @ | \$ 40.00 /hr | 136.00 |
| Miscellaneous | | | 55.09 |
| Subtotal | | | 360.50 |
| Sales Tax | \$ 187.00 @ | 6.2500 % | 11.69 |
| Total Supplement Amount | | | 372.19 |
| NET COST OF SUPPLEMENT | | | 372.19 |

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

| | | |
|-----------------------|--------------------|--|
| Estimate | 6,455.15 | Commerce Insurance, Rich Kopaczynski #8334 |
| Supplement S01 | 372.19 | BRIAN MERRITT |
| Job Total: | \$ 6,827.34 | |
| INSURANCE PAY: | \$ 6,827.34 | |

This estimate is based on visible damages only. Actual cost for repairs and parts pricing is subject to change.

All work is warrantied for 12 months or 12000 miles.

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

*** FOR APPRAISAL QUESTIONS OR SUPPLEMENTS, PLEASE CALL THE APPRAISER ASSIGNED TO THE CLAIM ***

*** ANY GLASS PART PRICES, GLASS KITS AND/OR GLASS LABOR (IF INCLUDED IN THIS APPRAISAL) MAY BE BASED ON COMPETITIVE MARKET PRICING ***

*** THIS DOCUMENT IS NEITHER AN AUTHORIZATION TO REPAIR NOR A GUARANTEE OF PAYMENT. DEDUCTIBLES, BETTERMENTS, & PRIOR DAMAGE IF INCLUDED IN THIS DOCUMENT, WILL BE DEDUCTED FROM ANY SETTLEMENT WITH THE VEHICLE OWNER. SUPPLEMENTS WILL BE DENIED WITHOUT PRIOR APPROVAL FROM THE APPRAISER. ALL SUPPLEMENTAL DAMAGE FOUND BY THE REPAIRER MUST BE INSPECTED AND DOCUMENTED BY A REPRESENTATIVE OF THE INSURANCE COMPANY BEFORE THOSE REPAIRS BEGIN. ALL PART PRICE INCREASES ARE SUBJECT TO INVOICE VERIFICATION. THE VEHICLE OWNER MUST AUTHORIZE ALL REPAIRS. ***

PER MASSACHUSETTS REG. TITLE 212 CHAPTER 2.02(5), "THIS ESTIMATE HAS BEEN PREPARED AND SWORN TO UNDER THE PENALTIES OF PERJURY."

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JP10, CCC Data Date 10/17/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.

X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.

M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.

CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.

HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non

Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.

R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.

Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-FI BURGUNDY

FOR APPRAISAL QUESTIONS OR SUPPLEMENTS, PLEASE CALL THE APPRAISER ASSIGNED TO THE CLAIM

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Claim Payment Detail Listing

| Loss# | Claim# | Claim Symbol |
|--------|--------|--------------|
| HMTN76 | | |

TOTAL INDEMNITY PAID TO DATE:
TOTAL EXPENSES PAID TO DATE:

| Date Issued | Amount Paid | Mail To | Payee Name | Pay Type | Ded Sts |
|----------------|----------------|---------|------------|-------------|------------|
| | | | | | |

From:

01/24/2014 15:06

#310 P.001/002

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January 24, 2014

Mapfre Commerce Inc.
Kristine Remy
11 Gore Rd.
Webster, MA 01570Via Facsimile
(508) 671-3458Re: Your Insured: [REDACTED]
Claim No. [REDACTED]
DOL: 10/17/2013

Dear [REDACTED]

Please be advised that Ford Motor Company has retained our office to handle your recently submitted subrogation claim regarding the above-referenced customer. In order to efficiently process and consider your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

- ✓ 1. Attach your insured's statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- ✓ 2. A copy of the police and/or fire report.
- ✓ 3. Original color photographs of the vehicle's collision/fire damage & the alleged defective parts, from several different angles.
- ✓ 4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- ✓ 5. Original color photographs of the accident / fire scene from several different angles. *not available*
- ✓ 6. Attach a copy of your expert's report and the expert's original color photographs.
- ✓ 7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes. *contact Regan Ford*
- ✓ 9. Attach a complete damage listing and proofs. Please do not submit an incomplete claim.

Please answer the following in the space provided. If you need additional space, please use the back of the form;

10. What was the city and state of occurrence? Methuen MA
11. The 17 digit vehicle identification number: 3FAH0JAZB [REDACTED]
12. What was the mileage at time of occurrence? 13,175
13. What is the alleged defect? steering wheel / column froze up
14. Has the alleged defective part been repaired or replaced? (circle one) (Yes) or No

From:

01/24/2014 15:07

#310 P.002/002

15. What is the current location of the vehicle, and the alleged defective part(s)?

Metuen, MA

16. List all after market additions or modifications that were made to the vehicle:

See attached
dealer invoice.

17. Were the keys in the ignition? (circle one) ☒ Yes or No

vehicle was being driven

18. Was the engine running? (circle one) ☒ Yes or No

19. Was this vehicle purchased new or used?

If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased:

Used, 3 weeks prior to loss, Rega a Ford #800-235-7979
Contact Wayne King + Kenny King.

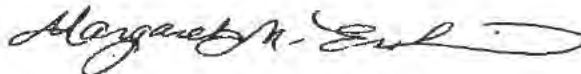
Once you have compiled the requested information regarding this matter, please send it to the address above. If you prefer to send the information electronically, you can e-mail it to me at merskine@erskinelawgroup.com. Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the incident scene, the subject vehicle, and all of its components parts are maintained and preserved. Ford Motor Company has the right to inspect the fire scene and the vehicle, remove and test any vehicle component part that you claim to be defective, and to be presented with the vehicle and subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Thank you for your attention to these matters. Should you have any questions, please feel free to e-mail me at your convenience, merskine@erskinelawgroup.com. I look forward to working with you on this matter.

Very truly yours,



Maggie Mason Erskine

12-12-2013 Webster, MA

Commonwealth of Massachusetts
Motor Vehicle Crash
Police Report

PW [REDACTED]

Date of Crash: 10/17/2013 Time of Crash: 07:30 AM City/Town: METHUEN # of Vehicles: 1 # Injured: 0 Speed Limit: 30 Latitude: 42.7 Longitude: -71.1 Police Type: 1 KR

| AT INTERSECTION | | < LOCATION > | | NOT AT INTERSECTION | |
|-----------------|-----------|-------------------------------------|---------|---------------------|-------------------------------------|
| 495 N | | | | | |
| Route # | Direction | Name of Roadway/Street | Route # | Direction | Name of Roadway/Street |
| RAMP | | | | | |
| Route # | Direction | Name of Intersecting Roadway/Street | | Feet of | Mile Marker or Exit Number |
| Route # | Direction | Name of Intersecting Roadway/Street | | Feet of | Route # Intersecting Roadway/Street |
| | | | | Feet of | Landmark |

| X Vehicle | | Non-Motorist | | Hit/Run | | Moped | |
|----------------------------|----------------------------|-------------------|----------|---------------------------------|------------------|--------------|-----|
| I # Occupants | Type | Action | Location | Condition | | | |
| License # | St | Age | DOB | Reg # | Plate Type PAS | Reg State MA | |
| Sex F | Lic. Class D | Lic. Restrictions | CDL Lic. | Veh Year 2011 | Veh Make FORD | Veh Config 1 | |
| Operator | | | | Owner | | | |
| Address | | | | Address | | | |
| City | | State | Zip | City | | State | Zip |
| Insurance Company | COMMERCE INSURANCE | | | Vehicle action prior to crash 1 | Damaged Area2 | | |
| Vehicle Travel Direction N | Responding to Emergency? 2 | | | Event Sequence 41 28 | Test Status: | | |
| Cited? 2 | Citation # | | | Most Harmful Event 23 | Type of Test: | | |
| Violation 1: Ch: Sec | Violation 2: Ch: Sec | | | Driver Contributing Code 9 | BAC Test Result: | | |
| Violation 3: Ch: Sec | Violation 4: Ch: Sec | | | Driver Distracted By: | Susp. Alcohol: | Susp. Drug: | |
| | | | | Towed? | | | |

Operator/Non-Motorist/Occupant Information:

| Name | Address | DOB | Age | Medical Facility | Sex | Sat | Pos | Safety System | Airbag Status | Eject Code | Trap Code | Injury Status | Transp Code |
|------|---------|-----|-----|------------------|-----|-----|-----|---------------|---------------|------------|-----------|---------------|-------------|
| | | | | | F | 1 | 1 | 4 | 0 | 0 | 5 | 1 | |

12-12-2013 Webster, MA

Crash Information:

| | | | |
|-----------------------------|---|---------------------------------|----|
| Light Conditions: | 1 | Trafficway Description: | 4 |
| Weather Conditions: | 2 | School Bus Related: | 2 |
| Traffic Control Device Type | 1 | Work Zone Related: | 2 |
| Traffic Device Functioning | | Manner of Collision: | 1 |
| Road Surface: | 1 | First Harmful Event Location: | 2 |
| Roadway Intersection Type: | 5 | First Harmful Event: | 23 |
| | | Road Contributing Circumstances | |

Crash Diagram:

See Attached

Crash Narrative:

See Attached

Witnesses:

| Name | Address | Phone # | Statement? |
|------|---------|---------|------------|
|------|---------|---------|------------|

Property Damage:

| Name | Address | Phone # | Property Type | Description of Damaged Property |
|-----------------------------|-----------------------------------|---------|---------------|---|
| MASSACHUSETTS DEPARTMENT | 10 PARK PLAZA, SUITE 4160 BOSTON, | | 1 | HIGHWAY TRAFFIC SIGN AT MERGE FROM 213E TO 495N |

Police Officer Name R. DANIEL O'BRIEN

Police Agency Name STATE POLICE

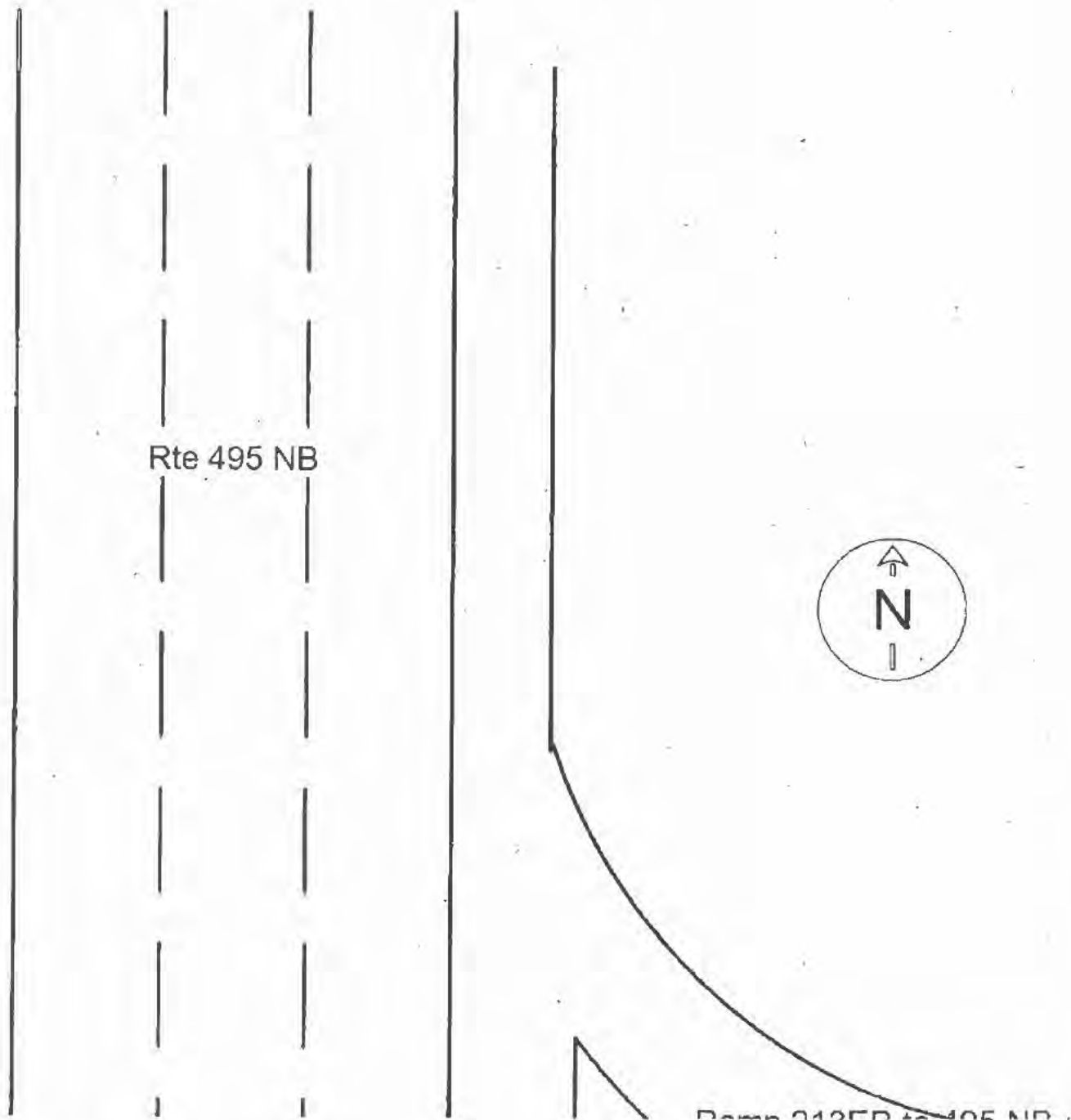
12-12-2013 Webster, MA

Police Report Crash Diagram

Crash City/Town: METHUEN

Crash Date: 10/17/2013

Document Number: [REDACTED]



12-12-2013 Webster MA

Police Report Crash Narrative

Crash City/Town: METHUEN

Crash Date: 10/17/2013

Document Number: [REDACTED]

VEHICLE 1 TRAVELING ON RAMP FROM ROUTE 213 EASTBOUND TO ROUTE 495 NORTHBOUND. OPERATOR STATES STEERING LOCKED, CASUING HER TO GO OFF THE ROADWAY INTO THE MEDIAN, STRIKING A HIGHWAY SIGN. SHE WAS THEN ABLE TO REGAIN CONTROL OF THE VEHICLE AND CONTINUED NORTH ON ROUTE 495 FOR A SHORT DISTANCE, WHERE SHE PULLED INTO THE BREAKDOWN LANE TO ASSESS THE DAMAGE TO HER VEHICLE. THE VEHICLE SUSTAINED DAMAGE TO THE FRONT PASSENGER SIDE AND WAS TOWED BY SHEEHAN'S TOWING. NO INJURY WAS REPORTED AT THE TIME OF THE CRASH. NO CITATIONS ISSUED. VEHICLE: MA BC4906 2011 FORD OPERATOR: DANIELLE DORE



Adjuster View

Insd Name: [REDACTED]
 Insd Email: [REDACTED]
 Insd Primary Phone: [REDACTED]

Incident #: [REDACTED]
 Claim #: [REDACTED]
 Incident Create Date: 10/17/2013 9:12:47 AM
 Incident Revision Date: 10/17/2013 9:25:39 AM

Source Information

Source: INS Named Insured
 Method of Receipt: Phone
 Source Details:

Name: [REDACTED]
 Phone: [REDACTED]
 Translator: No

Date Stamp Date: 10/17/2013

Email: [REDACTED]
 Relation To Insured: Insured Party
 Language:

Loss Information

Date of Loss: 10/17/2013
 Time of Loss: 07:40:48 AM
 Loss Description: 003 Single vehicle collision

Cause: Collision
 Catastrophe Code:
 Catastrophe Severity:
 Consequence:
 OTA Damage Description:

Employee Claim: No
 Authorities: mass state police
 Phone #:
 Report #: none
 OfficerName/BadgeNumber:
 Citation: none
 Terrorist Act Code:
 Loss Location:
 213 exit to go to 495 north METHUEN MA

Number of Impacts:

Loss Details Desc:

Insured was on highway when she felt steering wheel lock up, insd was getting off the exit and steering wheel locked up again and iv hit sign. IVD could not turn the steering wheel.

Policy Information

Company/System: CIC AS400
 Policy #: [REDACTED]

Risk #: 01

Insured Vehicle Information

Year/Make/Model: 2011 FORD FUSION S
 Plate: [REDACTED]
 State: ma
 Color: red
 POI: p/s front
 VIN: 3FAHP0JA2BR [REDACTED]
 Car Seat?:

Damage Description:
 p/s front

Risk on Policy:
 Vehicle Location:
 REgan ford 501 broadway
 HAVERHILL MA 01832
 Phone #: +1(978)686-3024
 Lien Same as on Dec?:
 If no, who?:



Coverage Information

1st Party Coverage: Applicable 1st Party coverage exists and going 1st party
Coverage Issues:

Deductible: 1000
Endorsements: CIC-2114

Permissive Use: Yes
Frequency: Daily
Is operator an employee of insured? No
Was the driver working at the time of the loss?
Was the driver employed by the state?
Was the vehicle using dealer plates? No

Insured Parties

Insured's:

METHUEN MA
Primary Phone:
Add'l Phone #:

Minor: No
Gender:
DOB:
LIC #:
SSN:
Email:

No email:

Assistant Name:
Email:
Phone:

Insured Attorney

Insd Vehicle Owner

MA
Primary Phone:
Add'l Phone #:

Minor: No
Gender:
DOB:
LIC #:
SSN:
Email:
No email:

Assistant Name:
Email:
Phone:

Vehicle Owner Attorney

Driver Information

METHUEN MA
Primary Phone:
Add'l Phone #:

Minor: No
Gender:
DOB:
LIC #:
SSN:
Email:
No email:

Assistant Name:
Email:
Phone:

Driver Attorney



Permanent Notes

The sign was knocked over but police didnt' take a report. ; Note added by hnichol on 10/17/2013 9:23:30

AM ----- no inj/wit/pass; Note added by hnichol on 10/17/2013 9:23:17

AM ----- Per Patricia they just bought the IV 3 weeks ago from Regan Ford. She is going to have the steering wheel checked out by them. ; Note added by hnichol on 10/17/2013 9:19:35 AM ----- Incident Created by Nicholson Heidi on 10/17/2013 9:10:49 AM -----


Commerce
 INSURANCE

 The Commerce
 Insurance Company
 11 Gore Road, Webster, Massachusetts 01570
 508.849.1500 | www.commerceinsurance.com

SUPPLEMENTAL REPORT OF INSURED OPERATOR
INSURED'S VEHICLE

OWNER: [REDACTED]
 OPERATOR'S NAME & ADDRESS: [REDACTED]
 OPERATOR LICENSE NUMBER: [REDACTED] PHONE NUMBER: [REDACTED]
 OPERATOR'S EMPLOYER: roadhouse / Full time student
 NUMBER OF PEOPLE IN YOUR VEHICLE? 1 IN OTHER VEHICLE? 0
 DATE AND TIME OF ACCIDENT: 11/12/13 7:40am LOCATION OF ACCIDENT: Exit ramp 5B off 213 Eos
 HOW FAST, AND ON WHAT STREET, WERE YOU TRAVELING? 25 to 30 475 North

DESCRIBE CONDITION OF WEATHER: clear ROAD: clear VISIBILITY: good
 HOW FAR AWAY WAS OTHER VEHICLE WHEN FIRST NOTICED? No other vehicle
 WHAT WAS POINT OF CONTACT ON YOUR VEHICLE? right front passenger side bumper
 WHAT POLICE DEPARTMENT INVESTIGATED THIS ACCIDENT? State trooper
 NAME OF ANY OPERATOR GIVEN A CITATION: stopped
 PLEASE EXPLAIN IF FAULTY CONDITION OF EITHER CAR CAUSED ACCIDENT: steering locked
495
In the car when I was going to merge onto

OTHER VEHICLE

NAME AND ADDRESS OF OWNER: _____ PHONE NUMBER: _____
 NAME AND ADDRESS OF OPERATOR: _____ PHONE NUMBER: _____
 OPERATOR'S LICENSE NUMBER: _____ PLATE NUMBER: _____
 DESCRIPTION OF VEHICLE: _____ YEAR _____ MAKE _____ COLOR _____
 NAME OF INSURANCE CARRIER: _____

PLEASE PROVIDE NAMES AND ADDRESSES OF WITNESSES (Include passengers in your car)

PLEASE USE REVERSE SIDE TO PROVIDE A DETAILED ACCIDENT DESCRIPTION AND INCLUDE A DIAGRAM.

11/14/13
 DATE

[REDACTED]
 (SIGNATURE)

From [REDACTED]

Claim # [REDACTED]

Nov 1: Wayne called to say the car came up with two faults and we were correct that there was definitely a steering problem. He was not sure exactly what they were but it came up with faults.

Rented fusion and Regan paid.

Spoke to Kenny Mead Service manager and he said either one or two faults showed up and they are replacing steering rack, steering gear assembly. He noted fault miscommunication.

Nov 3rd: Spoke to Ann Regan in person and we shared that we were uncomfortable with the safety of 2011 fusion due to many other complaints about steering issue happening again.

Nov 4th: Texted Ann, as she asked us to do, to remind her to call "Expert engineer" to discuss the issue. We offered to speak to him ourselves if it would be easier either on phone or by email. She said no need.

Nov 4th: Ann replied by email and said she contacted engineer 1st thing but he is out of office through the 5th. She also said that we were not to pick up the car until we felt better about what was happening.

Nov 5th: Ann sent text that she sent the case to him after a lengthy conversation and he will get back within 24 hours

Nov 7th: I texted Ann and asked if any update.

Nov 7th: She texted for me to call her. I did and she said the engineer said he was confident it would not happen again but he could not promise it. I shared that I was not comfortable with that and would like to talk to him. She said she can not give out his number. I suggested email or to give him our number. She said they do not do that. She said she would see what can be done.

Nov 8th: Called Ann to see if any further info so we can feel better about fusion fix. I again asked if we could contact her expert engineer and she said it was not possible. She said again he is confident the fix is good but can not promise. I asked her if everything was finished on the car and she said she was not sure. I asked her to check and she suggested I called Wayne in collision. I explained with frustration that it would be easier if it was done by her to be sure. She was obviously upset and said she would call me back.

She did call back and said it was completed and we should pick up the car. I said I was not confident it without speaking to the engineer. She was upset and said, "How long do you expect us to pay for a rental when your car has been ready for you to pick it up." I expressed that she didn't even know the work was completed until I asked her to check.

I returned the rental and spoke to a very aggravated Ann who again stressed that the engineer in Detroit was confident it would not happen again. I said that I would like her to again ask for him to contact us thru either our email or phone. She said she would try but it would probably not do any good.

Malaney, Linda (L.)

From: Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)
Sent: Tuesday, November 05, 2013 10:10 AM
To: Morris, Marquis (M.)
Cc: kcmeharg@gmail.com
Subject: RE: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

NOV 05 2013

OFFICE OF THE,
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

This has been assigned to Marquis Morris

Note to Dealer

*****DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

*****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION*****

From: DCPFORM, FMCDealer (.)
Sent: Monday, November 04, 2013 10:31 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: kcmeharg@gmail.com
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: Regan Ford Inc
Requesting Dealer Fleet: REGAN FORD
PA Code: 08913
Contact Person: KENNY MEHARG
Title: SERVICE MANAGER
Phone Number: 978-373-3878
Fax Number: 978-374-9505
Email: kcmeharg@gmail.com
Region: BOSTON
Address: 501 BROADWAY
City: HAVERHILL
State: Massachusetts
Zip Code: 01876

CUSTOMER VEHICLE INFORMATION:

WSD: 04-20-2011
Vehicle Year: 2011

Vehicle Model: FUSION

Vehicle VIN: 3FAHP0JA2BR

Mileage: 13175

Customer Fleet Name:

Street Address:

City : METHUEN

State : Massachusetts

Zip Code :

Home Phone:

Work Phone:

Customer Region: BOSTON

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-10-17

County incident occurred: ESSEX

Is customer alleging a component defect CAUSED the incident? YES

Details: LOSS OF POWER STEERING-DUE TO A FAULTY STEERING RACK

Was a police report filed? YES

Details :

Has the insurance company been contacted? YES

Insurance company advised: TO REPAIR VEHICLE AT THIS POINT IN TIME

Insurance company contact information: COMMERCE INSURANCE-800-221-1605

Coach builder: NO

City :

State :

Zip Code :

Vehicle Location: REGAN FORD AT THIS DATE-11/4/13

Attorney information:

CVO Contact:

Resolution Customer is seeking: WANTS SURCHARGE WAIVED AND DEDUCTABLE WAIVED-\$1000

Comments: BEFORE DIAGNOSTICS,A ROAD TEST WAS PERFORMED-NO EVIDENCE OF A DEFECT IN STEERING WAS FOUND ON ROAD TEST AFTER DIAGNOSTICS WERE PERFORMED WITH FORD HOT LINE-THAY STATED TO REPLACE STEERING RACK



FCSDDFROGC

Page 1 of 3

**IMPORTANT - DO NOT PERFORM REPAIRS UNTIL
AUTHORIZED!****Dealer/Fleet Request For OGC Review*******Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

| | |
|--------------------------|--------------------------|
| Dealership/Fleet Name: | Central Florida Lincoln |
| Requesting Dealer/Fleet: | Cental Florida Lincoln |
| P&A Code: | 10021 |
| Contact Person: | Roland Savoy |
| Title: | Service Manager |
| Phone Number: | 407-841-4550 |
| Fax Number: | 407-650-1779 |
| Email Address: | rsavoy@dagmail.com |
| Region: | Orlando |
| Address: | 2055 West Colonial Drive |
| City: | Orlando |
| State: | Florida |
| Zip Code: | 32804 |

CUSTOMER/VEHICLE INFORMATION

| | |
|---------------|------------|
| WSD: | 03/18/2011 |
| Vehicle Year: | 2011 |

OGC

11/16/2011

Submitted attached form on 10/17/2011. Still awaiting visit from FSC to review issue. Please contact me with information as to when we can expect FSE visit.

Thank You

RT Savoy

Service Manager

Central Florida Lincoln

FCSDDFROGC

Page 2 of 3

| | |
|----------------------|-------------|
| Vehicle Model: | Fusion |
| Vehicle VIN: | 3FAHP0JG1BR |
| Mileage: | 14501 |
| Customer/Fleet Name: | |
| Street Address: | |
| City: | Orlando |
| State: | Florida |
| | |
| Work Phone: | |
| Region: | Orlando |

DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR
PROVIDE LOANERS WITHOUT THE APPROVAL OF THE
OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO
FORDCALP@FORD.COM*****

Incident Involves:

☒ Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Date of Incident:

10/15/2011

County in which incident
occurred:

Orange

Is customer alleging a
component defect CAUSED the
incident?☒ Yes ☐ NoIf yes, what type & details:
If no, refer to Escalated Concern
Handling section of the Customer
Handling Roadmap

power steering Failure

Was a police report filed?

☐ Yes ☒ No

If yes, where:

Has the insurance company been
contacted?☐ Yes ☒ No

FCSDDFROGC

Page 3 of 3

| | |
|---|---|
| What did the insurance company advise? | Self Insured |
| Name and phone number of owner's insurance company & agent's name: | |
| If the vehicle is a conversion unit, who is the coach builder? | |
| City: | |
| State: | |
| Zip Code: | |
| Vehicle Location: | Currently sitting at: Central Florida Lincoln Lincoln of Orlando |
| Attorney Information (if applicable): | |
| CVO Contact (if applicable - Fleet Only): | Mr. Vince Meekstroth (407-447-2471) |
| RESOLUTION THAT CUSTOMER IS SEEKING: | |
| seeking answers to weather there was a steering failure and if that could have contributed to the accident. Enterprise RAC customer states that a suden loss of P/Steering caused renter to hit curb. | |
| COMMENTS: | |
| | |
| <input type="button" value="Submit Request"/> | |

Powered by: InfoPath Forms Services

FCSDDFROGC

Page 1 of 3

**IMPORTANT: DO NOT PERFORM REPAIRS UNTIL
NOTIFIED!**

De:

For OGC Review

***Note: t

il and Fleet vehicles***

almo
finder needs app

Pursuant to the Service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

Note: All fields are required and must be filled in accordingly before submitting this form

NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555

DEALER INFORMATION

| | |
|--------------------------|--------------------------|
| Dealership/Fleet Name: | Central Florida Lincoln |
| Requesting Dealer/Fleet: | Central Florida Lincoln |
| P&A Code: | 10021 |
| Contact Person: | Roland Savoy |
| Title: | Service Manager |
| Phone Number: | 407-841-4550 |
| Fax Number: | 407-650-1779 |
| Email Address: | rsavoy@dagmail.com |
| Region: | Orlando |
| Address: | 2055 West Colonial Drive |
| City: | Orlando |
| State: | Florida |
| Zip Code: | 32804 |

CUSTOMER/VEHICLE INFORMATION

| | |
|---------------|------------|
| WSD: | 03/18/2011 |
| Vehicle Year: | 2011 |

FCSDDFROGC

Page 2 of 3

| | |
|----------------------|-------------|
| Vehicle Model: | Fusion |
| Vehicle VIN: | 3FAHP0JG1BR |
| Mileage: | 14501 |
| Customer/Fleet Name: | [REDACTED] |
| Street Address: | [REDACTED] |
| City: | Orlando |
| State: | Florida |
| Zip Code: | [REDACTED] |
| Home Phone: | [REDACTED] |
| Work Phone: | [REDACTED] |
| Region: | Orlando |

DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR
PROVIDE LOANERS WITHOUT THE APPROVAL OF THE
OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO
FORDCALP@FORD.COM*****

Incident Involves:

☒ Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Date of Incident:

10/15/2011

County in which incident
occurred:

Orange

Is customer alleging a
component defect CAUSED the
incident?☒ Yes ☐ NoIf yes, what type & details:
If no, refer to Escalated Concern
Handling section of the Customer
Handling Roadmap

power steering Failure

Was a police report filed?

☐ Yes ☒ No

If yes, where:

Has the insurance company been
contacted?☐ Yes ☒ No

FCSDDFROGC

Page 3 of 3

| | |
|---|---|
| What did the insurance company advise? | Self Insured |
| Name and phone number of owner's insurance company & agent's name: | |
| If the vehicle is a conversion unit, who is the coach builder? | |
| City: | |
| State: | |
| Zip Code: | |
| Vehicle Location: | Currently sitting at: Central Florida Lincoln Lincoln of Orlando |
| Attorney Information (If applicable): | |
| CVO Contact (if applicable - Fleet Only): | Mr. Vince Meekstroth (407-447-2471) |
| RESOLUTION THAT CUSTOMER IS SEEKING: | |
| seeking answers to weather there was a steering failure and if that could have contributed to the accident. Enterprise RAC customer states that a sudden loss of P/Steering caused renter | |
| COMMENTS: | |
| | |
| <input type="button" value="Submit Request"/> | |

Powered by: InfoPath Forms Services



June 22, 2013

Ford Motor Companies
PO Box 70
Dearborn MI 48121-0070

State Farm Claims
P.O. Box 661001
Dallas TX 75266-1001

RECEIVED
7-1-13 *de*

RE: Claim Number: [REDACTED]
Date of Loss: 05/27/2013
Our Insured: [REDACTED]
City and State of Loss: Conway, AR
Vehicle: Ford FUSION
Vin: 3FAHP0GA5CR [REDACTED]
Mileage: 20819

To Whom It May Concern:

This notice is to advise of a single vehicle loss that occurred to our insured vehicle. Our preliminary investigation indicates that Ford may be responsible for this loss. Please consider this as our notice of possible subrogation and our notice to you of the opportunity to schedule an inspection of the vehicle.

In order to assist you in evaluating and processing our subrogation claim, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Your cooperation is appreciated. If you have any questions, or would like to set up an appointment to inspect evidence/salvage, please contact us.

Sincerely,



Tim Miller
Claim Representative
(855) 827-8799

State Farm Mutual Automobile Insurance Company

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 02 2013

OFFICE OF THE
GENERAL COUNSEL



Facsimile Cover Sheet
Carátula de facsímil

Confidential Business
Confidencial Empresarial

State Farm®
Providing Insurance and Financial Services
Su Compañía de Seguros y Servicios Financieros
Home Office, Bloomington, Illinois 61710
Oficina Central, Bloomington, Illinois

Mike Ohly

October 10, 2013

To / A

Date / Fecha

Office/Address / Oficina/Dirección

3

Telephone number / Número de teléfono

Fax number / Número de fax

Total pages / Cantidad de páginas

Insured / Asegurado(a)

Claim number / Número de reclamo

Policy number / Número de póliza

Notice: Confidential Business

The information contained in this facsimile message and any attachments contains **confidential business** material intended for the sole use of the individual(s) named above. If you are not an intended business recipient listed above, or an employee or agent of such recipient who is responsible for delivering this material to them, you are hereby notified that any disclosure, duplication, distribution, or other use of this

information, or the taking of any action in reliance on the contents of this transmission, without the express written consent of State Farm®, is **STRICTLY PROHIBITED**. If you have received this transmission in error, please notify the sender immediately by telephone, so the return of this material can be arranged at no cost to you.

Aviso: Confidencial de la Empresa

La información que se encuentra en el mensaje de este facsímil y cualquier documento adjunto contiene material **confidencial de la empresa** para uso exclusivo de la(s) persona(s) nombrada(s) anteriormente. Si usted no es el destinatario mencionado anteriormente, o un empleado o agente de dicho destinatario que sea responsable de entregar este material al mismo, por la presente se le notifica que cualquier divulgación, duplicación, distribución, u otro

uso de esta información, o cualquier medida que se tome basada en el contenido de esta transmisión, sin el expreso consentimiento por escrito de StateFarm®, está **ESTRICTAMENTE PROHIBIDA**. Si usted recibió esta transmisión por equivocación, por favor notifíquenos inmediatamente por teléfono para que podamos hacer los arreglos necesarios para que nos devuelva este material sin costo alguno para usted.

Doug Flesher

From / De

Office/Address/Location / Oficina/Dirección/Lugar

Telephone number / Número de teléfono

Fax number / Número de fax

Message / Mensaje

From: 3097357042, Subject: [REDACTED]
TXt: "Mike - can you give me a status on this claim? I also sent you transcribed stmts on a couple of other claims. Status on those?"

Providing Insurance and Financial Services
Home Office, Bloomington, IL



August 12, 2013

The Erskine Law Group, P.C.
342 S Main St
Rochester MI 48307-2030

State Farm Claims
P.O. Box 2371
Bloomington IL 61702-2371

RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: May 27, 2013
Your Insured: Ford Motor Company

Insured's Deductible: \$500.00
Total Amount Due: \$2,354.51
Location of Loss: Conway, AR

Maggie Mason Erskine:

Please find the supports to document our claim regarding the possible defect of the steering box.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.


Page 2

August 12, 2013

Sincerely,

Doug Flesher
Claim Representative
(877) 457-8276 Ext. 57042
Fax: (866) 231-9276


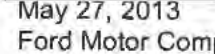
State Farm Mutual Automobile Insurance Company

Enclosure

August 12, 2013

The Erskine Law Group, P.C.
342 S Main St
Rochester MI 48307-2030

State Farm Claims
P.O. Box 2371
Bloomington IL 61702-2371

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 Location of Loss: Conway, AR

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If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

Page 2
August 12, 2013

Sincerely,

Handwritten signature of Doug Flesher in black ink, appearing as 'DFlesher / km'.

Doug Flesher
Claim Representative
(877) 457-8276 Ext. 57042
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure



RBZ0006Z
State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Doug Flesher

BASIC CLAIM INFORMATION

Claim Number: [REDACTED]

Date of Loss: 05-27-2013

Policy Number: [REDACTED]

Named Insured: [REDACTED]

403 - COLL

C denotes consolidated payment
E denotes EFT payment
P previously converted payment from CAT/CMR

| Payment Number | Issued Date | Participant | Payable COL | Pay Cd | Status | Amount | Auth ID | Rsn Cd |
|-------------------|-------------|------------------|----------------|-----------|--------|------------|---------|-----------|
| 122717587J | 06-03-2013 | Named Insured(s) | 403 | 1 | Paid | \$1,354.51 | GCQH | |
| Total: | | | | | | \$1,354.51 | | |

501 - RENT

C denotes consolidated payment
E denotes EFT payment
P previously converted payment from CAT/CMR

| Payment Number | Issued Date | Participant | Payable COL | Pay Cd | Status | Amount | Auth ID | Rsn Cd |
|-------------------|-------------|------------------|----------------|-----------|--------|----------|---------|-----------|
| 122756298K E | 07-05-2013 | Named Insured(s) | 501 | 1 | Paid | \$500.00 | IRUX | |
| Total: | | | | | | \$500.00 | | |

Date: 08-12-2013

Page 1

FOR INTERNAL STATE FARM USE ONLY
Contains CONFIDENTIAL information which may not be disclosed without express written authorization.

PE14-030 000174LC



RBZ000MD
State Farm Mutual Automobile Insurance Company

Auto Rental Bills

Route To: Doug Fleisher

BASIC CLAIM INFORMATION

Claim Number: [REDACTED]
Date of Loss: 05-27-2013
Policy Number: [REDACTED]
Named Insured: [REDACTED]

FOREMAN, JERRY

BILL SUMMARY

Bill Information

| | | | |
|--------------------|-----------------------|-----------------------|------------|
| Invoice Number: | [REDACTED] | Claim Number: | [REDACTED] |
| Rental Vendor: | ENTERPRISE RENT-A-CAR | Date of Loss: | 05-27-2013 |
| Insured Name: | [REDACTED] | Received From Renter: | \$279.57 |
| Renter Name: | [REDACTED] | Billed To Others: | |
| Rental Start Date: | 05-30-2013 | Amount Due: | \$500.00 |
| Renter End Date: | 06-17-2013 | Amount Paid To Date: | \$500.00 |

Current Bill Status

| | |
|-------------------------|----------------------------|
| <u>Primary Status</u> | <u>Primary Reason(s)</u> |
| Reviewed | |
| <u>Secondary Status</u> | <u>Secondary Reason(s)</u> |
| Paid | |

Vehicle Information

| Vehicle | Rental Start | Rental End | Assnd Class | Appr Class | Make | Model |
|---------|--------------|------------|-------------|------------|------|-------|
| 01 | 05-30-2013 | 06-17-2013 | PT | | RAM | B15Q |

Invoice Details

| Vehicle | Description | Billed Party | Quantity | Rate (%) (\$) | Percent Covered | Extended Amount |
|---------|--------------------------------|--------------|----------|------------------|--------------------|--------------------|
| 01 | Daily Rental Rate | State Farm | 15 | 32.80 | 80.000 | \$393.60 |
| 01 | Daily Rental Rate | Renter | 15 | 32.80 | 20.000 | \$98.40 |
| 01 | Daily Rental Rate | Renter | 3 | 32.80 | 100.000 | \$98.40 |
| 01 | Limit Adjustment | State Farm | 1 | 6.11 | 100.000 | \$6.11 |
| 01 | Limit Adjustment | Renter | 1 | 26.69 | 100.000 | \$26.69 |
| | Sales Tax | State Farm | 414.94 | 8.250 | 0.000 | \$34.23 |
| | Sales Tax | Renter | 232.01 | 8.250 | 0.000 | \$19.14 |
| | Government Surcharge | State Farm | 414.94 | 12.250 | 0.000 | \$50.83 |
| | Government Surcharge | Renter | 232.01 | 12.250 | 0.000 | \$28.42 |
| | Veh Licensing/Registration Fee | State Farm | 15 | 1.25 | 80.000 | \$15.00 |
| | Veh Licensing/Registration Fee | State Farm | 1 | 0.23 | 100.000 | \$0.23 |
| | Veh Licensing/Registration Fee | Renter | 15 | 1.25 | 20.000 | \$3.75 |
| | Veh Licensing/Registration Fee | Renter | 1 | 1.02 | 100.000 | \$1.02 |
| | Veh Licensing/Registration Fee | Renter | 3 | 1.25 | 100.000 | \$3.75 |

Date: 08-12-2013

Page 1

FOR INTERNAL STATE FARM USE ONLY

Contains CONFIDENTIAL information which may not be disclosed without express written authorization.

PE14-030 000175LC

From:

08/01/2013 13:55

#273 P.001/002

ELG

The Erskine Law Group, P.C.

342 S. Main St. • Rochester, Michigan • 48307
Tel (248) 601-4499 • Fax (248) 601-4497
www.erskinelawgroup.com

August 1, 2013

Tim Miller
State Farm Insurance
P.O. Box 661001
Dallas, TX 75266-1001

Via Facsimile
888-309-8608

Re: Your Insured:
Claim No.
DOL:

[REDACTED]
05/27/2013

Dear Mr. Miller:

Please be advised that Ford Motor Company has retained our office to handle your recently submitted subrogation claim regarding the above-referenced customer. In order to efficiently process and consider your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

1. Attach your insured's statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss.
2. A copy of the police and/or fire report.
3. Original color photographs of the vehicle's collision/fire damage & the alleged defective parts, from several different angles.
4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
5. Original color photographs of the accident / fire scene from several different angles.
6. Attach a copy of your expert's report and the expert's original color photographs.
7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes.
9. Attach a complete damage listing and proofs. Please do not submit an incomplete claim.

Please answer the following in the space provided. If you need additional space, please use the back of the form;

10. What was the city and state of occurrence? Conway, AR
11. The 17 digit vehicle identification number: 3FAHP0645CR [REDACTED]
12. What was the mileage at time of occurrence? 20,819
13. What is the alleged defect? Steering box
14. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
15. What is the current location of the vehicle, and the alleged defective part(s)? Repaired & with Mr. Forman

16. List all after market additions or modifications that were made to the vehicle: Link

17. Were the keys in the ignition? (circle one) Yes or No

18. Was the engine running? (circle one) Yes or No

19. Was this vehicle purchased new or used?

If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: _____

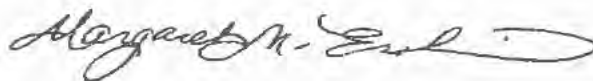
Once you have compiled the requested information regarding this matter, please send it to the address above. If you prefer to send the information electronically, you can e-mail it to me at merskine@erskinelawgroup.com. Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the incident scene, the subject vehicle, and all of its components parts are maintained and preserved. Ford Motor Company has the right to inspect the fire scene and the vehicle, remove and test any vehicle component part that you claim to be defective, and to be presented with the vehicle and subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Thank you for your attention to these matters. Should you have any questions, please feel free to e-mail me at your convenience, merskine@erskinelawgroup.com. I look forward to working with you on this matter.

Very truly yours,



Maggie Mason Erskine

Untitled

v1 travelling to a friends home in a slight curve; v1 steering "locked up" and v1 went into the right ditch before he was able to get v1 stopped; v1 was almost stopped before hitting the ditch; NI ver he has owned v1 since Sept 2012 with no prior steering or engine issues; ver no recent new tires or service and no issues with his column lock cylinder; NI said he was able to "limp" v1 to Smith Ford for diagnosis but he wants the body work done elsewhere;

Untitled

██████████ c/b; said Eric at Smith Ford told him the steering rack needs to be replaced; I cont Eric at Smith Ford service dept; he said the shop is replacing the steering rack under warranty due to failure but he declined for pay for v1 tow bill or rental; I asked why not since v1 left the roadway due to the rack failure?; Eric said I would need to speak with service mgr Trent Carter for any additional assistance; Eric said v1 is in very poor condition and we need to inspect it ourselves

MET W/ TRENT, SERV MGR @ SMITH FORD. NO BAY OPEN, BUT ABLE TO SEE MOST DMG ON GROUND. FRNT BUMPER CRACKED ON LWR RT SIDE & SCUFFS ALL UNDERNEATH. ENG UNDER CVR & BOTH FENDER LINERS ARE MISSING. TRENT ADVISED NI TO HIM HE TOOK THEM OFF, LIKELY DMG'D & DRAGGING, BUT NOT AVAIL TO LOOK AT. DID INCLUDE ON EST. MINOR R FENDER SCRATCHES SEEN & TO RF DOOR. DOOR SCRATCHES APPEAR TO BE BUFFABLE. NOTHING LEFT. TRENT DID CONFIRM THAT TECH ADVISED STEER BOX IS NOT WORKING & THAT HE HAS FILLED OUT PAPER WORK HE HAS TO SEND TO FORD WHEN A WARRANTY ISSUE LIKE THIS IS CLAIMED, BUT HE HAS NOT HEARD BACK FROM FORD AS OF YET. DID NOT ADD STEERING BOX TO EST ANYWAY AS THIS APPEARS TO BE CAUSE OF LOSS, WROTE ONLY RESULTING DMG. TOW BILL OF \$75.

cont serv mgr Trent Carter, he has contacted legal counsel at Ford Motor Co regarding the steering rack failure and resulting damage; he is currently waiting on their call to before repairs can begin and will cont me as soon as he knows anything; I cont ██████████ and status update; expl his R1 coverage will max out on 6/16 and expl his options; he understood.

I spoke with Trent Carter, Smith Ford, he said a Ford engineer inspected v1 last week and the shop should get the ok to replace the steering rack soon; Trent confirmed they put NI in a loaner vehicle today for his inconvenience



PE14-030 000180LC



PE14-030 000181LC



PE14-030 000182LC



PE14-030 000183LC



PE14-030 000184LC



PE14-030 000185LC



PE14-030 000186LC



PE14-030 000187LC



PE14-030 000188LC



PE14-030 000189LC



PE14-030 000190LC



PE14-030 000191LC



PE14-030 000192LC



PE14-030 000193LC

06/12/2013 15:51 5013293384

SMITH FORD

PAGE 01/04

SD1200DB
3ZTRENTCSMITH FORD
Repair Order6/12/13
16:03:37

| Op* | Ln | Description | Hours | Rate | Exten |
|-----|----|--|-------|--------|--------|
| | 1 | 300: STEERING | | | |
| | | ADV TRAC LIGHT IS ON AND LOST ALL POWER STEERING | | | |
| | | Pay Meth: MR Customer Pay Stat: H-104 Est | .50 | 45.00 | |
| | | Tech: 104 DANIEL BEDOW 6/12/13 | 4.00 | 90.00 | 360.00 |
| | | Tech: 104 DANIEL BEDOW 6/12/13 | 1.00 | 90.00 | 90.00 |
| | | Tech: 104 DANIEL BEDOW 6/12/13 | 1.00 | Actual | 69.95 |
| | | Part: BE5Z 3078 B :ARM ASY - FRONT SUSPENSION | 1 | 129.23 | 129.23 |
| | | Part interchanges with part# MCF9 | | | |
| | | Purchase Order 7036433:TRI-STATE ENTERPRISES | | | |
| | | Part: BE5Z 3079 A :ARM ASY - FRONT SUSPENSION | 1 | 134.77 | 134.77 |
| | | Part interchanges with part# MCF10 | | | |
| | | Purchase Order 7036433:TRI-STATE ENTERPRISES | | | |

More...

F3=Exit F8=Print F12=Cancel F15=Ford Oasis

06/12/2013 15:51 5013293384

SMITH FORD

PAGE 02/04

SD1200DB
3ZTRENTCSMITH FORD
Repair Order6/12/13
16:03:57

| Op* | Ln | Description | Hours | Rate | Exten |
|-----|----|---|-------|---------|---------|
| | | Part: AE5Z 3504 CE :GEAR ASY - STEERING | 1 | 1050.40 | 1050.40 |
| | | Part interchanges with part# STE27 | | | |
| | | Purchase Order 7036435:CAR DEALER PARTS | | | |
| | | Part: AE5Z 3504 CE-C :AE5Z 3504 CE - Core Char | 1 | 400.00 | 400.00 |
| | | Part interchanges with part# STE27 | | | |
| | | Correction: EST TO DROP THE SUBFRAME, REPLACE STEERING GEAR AND ARMS, ALIGN FRONT END AND RD TEST | | | -40.00 |
| | 2 | TOW: TOW | | | |
| | | Pay Meth: MR Customer Pay Stat: C Est: .00 .00 | | | |
| | | Tech: 299 HOUSE TECH 6/12/13 .00 90.00 .00 | | | |
| | | Sublet: JIM SMITH WRECKER SERVICE IV:107356 PO:7036528 75.00 | | | |
| | | Correction: TOW BILL | | | |

F3=Exit F8=Print F12=Cancel F15=Ford Oasis

*Providing Insurance and Financial Services
Home Office, Bloomington, IL*



June 27, 2013

Ford Motor Companies
PO Box 70
Dearborn MI 48121-0070

State Farm Claims
P.O. Box 661001
Dallas TX 75266-1001

RE: Claim Number: [REDACTED]
Date of Loss: May 27, 2013
Our Insured: [REDACTED]
Claimant Name: Ford Motor Companies

To Whom It May Concern:

I was told by our insured that you will be making a settlement offer to him regarding the steering failure to his 2012 Ford Fusion. I have asked him not to sign any waivers or releases which may jeopardize our subrogation rights for damage payments we made related to the steering failure. Please give me a call as soon as possible to discuss this matter.

Sincerely,

Tim Miller
Claim Representative
(855) 827-8799

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

Providing Insurance and Financial Services
Home Office, Bloomington, IL



June 27, 2013

Ford Motor Companies
PO Box 70
Dearborn MI 48121-0070

State Farm Claims
P.O. Box 661001
Dallas TX 75266-1001

RE: Claim Number: [REDACTED]
Date of Loss: May 27, 2013
Our Insured: [REDACTED]
Claimant Name: Ford Motor Companies

Dear Felicia:

I am sending this letter as per your request to summarize our handling of [REDACTED] vehicle damages. To date, we have paid \$1354.51 for the vehicle body repairs. \$500 rental payment is owed to Enterprise Rent-A-Car and will be paid once we receive their invoice.

\$1354.51 vehicle body damages
500.00 rental to be paid by State Farm(as per invoice)
\$1854.51 total subrogation by State Farm

[REDACTED] out of pocket expenses will include his \$500 deductible and 20% of his daily rental expenses not coverable by his policy.

State Farm did not pay for any damaged steering components under the assumption these would be covered by [REDACTED] factory warranty. Please give me a call or e-mail if you have any additional questions.

Sincerely,

Tim Miller
Claim Representative
(855) 827-8799
tim.miller.gcqh@statefarm.com

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

Date: 5/31/2013 02:28 PM
 Estimate ID: [REDACTED]
 Estimate Version: 0
 Committed
 Profile ID: (01546) Smith Fd Crw

STATE FARM INSURANCE COMPANIES

For any questions regarding this estimate please call the claim handler listed below.

Supplement request fax number: 1-877-883-9395

Damage Assessed By: Brenton Buckley

Claim Rep: Tim Miller
 (818) 641-7153

Type of Loss: Collision (Spec)
 Date of Loss: 5/27/2013
 Deductible: 500.00
 Claim Number: [REDACTED]

Insured: [REDACTED]
 Owner: [REDACTED]
 Address: [REDACTED] PLUMERVILLE, AR [REDACTED]
 Telephone: [REDACTED]
 Cell Phone: [REDACTED]

Mitchell Service: 911175

Description: 2012 Ford Fusion S
 Body Style: 4D Sed
 VIN: 3FAHP0GA5CR [REDACTED]
 Mileage: 20,819
 OEM/ALT: A
 Color: SILVER
 Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER
 MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 ALUM/ALLOY WHEELS, AUXILIARY INPUT, POWER ADJUSTABLE EXTERIOR MIRROR
 AUTOMATIC TRANSMISSION, FRONT AIR DAM, TINTED GLASS, TRIP COMPUTER
 VARIABLE ASSISTED STEERING, SIDE AIRBAGS, ANTI-THEFT SYSTEM
 SIDE HEAD CURTAIN AIRBAGS, AM/FM STEREO CD/MP3 PLAYER
 ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS, INTERIOR AIR FILTER
 KEYLESS ENTRY SYSTEM, POWER DISC BRAKES, POWER LIFTGATE/TRUNK
 STEERING WHEEL MOUNTED CONTROLS

Drive Train: 2.5L Inj 4 Cyl 6A FWD
 License: [REDACTED] TX
 Search Code: V121

| Line Item | Entry Number | Labor Type | Operation | Line Item Description | Part Type/Part Number | Dollar Amount | Labor Units |
|-----------|--------------|------------|----------------|--------------------------|-----------------------|---------------|-------------|
| 1 | AUTO | BDY | OVERHAUL | Frt Bumper Cover Assy | | | 2.9 # |
| 2 | 100914 | BDY | REMOVE/REPLACE | Frt Bumper Cover | AE5Z 17D9S7 BAPTM | 428.90 | INC # |
| 3 | AUTO | REF | REFINISH | Frt Bumper Cover | | | C 2.6 |
| 4 | 102408 | BDY | REMOVE/INSTALL | R Front Combination Lamp | | | 0.3 # |
| 5 | 931008 | MCH | ALIGN | FRONT/REAR SUSPENSION | Sublet | 68.95 | * 0.0* |
| 6 | 102367 | BDY | REPAIR | R Fender Panel | Existing | | 0.5* # |
| 7 | AUTO | REF | REFINISH | R Fender Outside | | | C 2.0 |
| 8 | 102375 | BDY | REMOVE/REPLACE | R Fender Liner | AE5Z 16102 B | 87.87 | 0.4 |
| 9 | 102376 | BDY | REMOVE/REPLACE | L Fender Liner | AE5Z 16103 B | 92.38 | 0.4 |
| 10 | 102379 | BDY | REMOVE/REPLACE | R Fender Screw 6@1.63 | * W706805 S901 | 9.78 | |

ESTIMATE RECALL NUMBER: 05/31/2013 14:28:18 04-287L-52301

Mitchell Data Version: OEM: APR_13_V0530

Software Version: MAPP:APR_13_V0526

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 All Rights Reserved

Page 1 of 3

| | | | | | | |
|----|--------|-------|----------------|------------------------------------|-------------------|----------------------|
| | | | | | Date: | 5/31/2013 02:28 PM |
| | | | | | Estimate ID: | |
| | | | | | Estimate Version: | 0 |
| | | | | | Committed | |
| | | | | | Profile ID: | (01546) Smith Fd Cnw |
| 11 | 102380 | BDY | REMOVE/REPLACE | L Fender Screw 8@1.53 | * W706805 S901 | 9.78 |
| 12 | 102385 | BDY | REMOVE/REPLACE | R Fender Splash Shield Clip 2@1.50 | * W712196 S300 | 3.00 |
| 13 | 102386 | BDY | REMOVE/REPLACE | L Fender Splash Shield Clip 2@1.50 | * W712196 S300 | 3.00 |
| 14 | 101992 | BDY | REMOVE/REPLACE | Engine Under Cover | 9E5Z 5410494 A | 189.27 0.4 |
| 15 | 102009 | BDY | REMOVE/REPLACE | Screw 5@1.75 | * W709976 S900 | 8.75 |
| 16 | 103628 | BDY | REPAIR | R Frt Door Shell | Existing | 0.8* # |
| 17 | | | | BUFF | | |
| 18 | 936001 | | ADD'L COST | TOWING | | 75.00 * |
| 19 | 936014 | | ADD'L COST | FLEX ADDITIVE | | 8.00 * |
| 20 | AUTO | REF | ADD'L OPR | Clear Coat | | 1.4 |
| 21 | 933005 | REF * | ADD'L OPR | RESTORE CORROSION PROTECTION | | 0.1* |
| 22 | 933018 | REF | ADD'L OPR | MASK FOR OVERSPRAY | | 10.00 * |
| 23 | AUTO | | ADD'L COST | Paint/Materials | | 183.00 * |
| 24 | AUTO | | ADD'L COST | Hazardous Waste Disposal | | 3.50 * |

* - Judgment Item

- Labor Note Applies

C - Included in Clear Coat Calc

Estimate Totals

| I. Labor Subtotals | | Units | Rate | Add'l Labor Amount | Sublet Amount | Totals | II. Part Replacement Summary | | Amount |
|---|--|-------|---------|--------------------|---------------|------------------------------|--------------------------------|--|---------|
| Body | | 5.7 | 45.00 | 0.00 | 0.00 | 256.50 T | Taxable Parts | | 832.73 |
| Refinish | | 6.1 | 45.00 | 10.00 | 0.00 | 284.50 T | Sales Tax @ 8.250% | | 68.70 |
| Mechanical | | 0.0 | 45.00 | 0.00 | 69.95 | 69.95 T | Total Replacement Parts Amount | | 901.43 |
| Taxable Labor | | | | | | 610.95 | | | |
| Labor Tax | | @ | 8.250 % | | | 50.40 | | | |
| Labor Summary | | 11.8 | | | | | 661.35 | | |
| III. Additional Costs | | | | | | Amount | IV. Adjustments | | Amount |
| Taxable Costs | | | | | | 269.50 | Insurance Deductible | | 500.00- |
| Sales Tax | | | | | | 22.23 | Customer Responsibility | | 500.00- |
| Total Additional Costs | | | | | | 291.73 | | | |
| Paint Material Method: Rates | | | | | | | | | |
| Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00 | | | | | | | | | |
| | | | | | | I. Total Labor: | 661.35 | | |
| | | | | | | II. Total Replacement Parts: | 901.43 | | |
| | | | | | | III. Total Additional Costs: | 291.73 | | |
| | | | | | | Gross Total: | 1,854.51 | | |
| | | | | | | IV. Total Adjustments: | 500.00- | | |
| | | | | | | Net Total: | 1,354.51 | | |

ESTIMATE RECALL NUMBER: 05/31/2013 14:28:18

Mitchell Data Version: OEM: APR_13_V0530

MAPP: APR_13_V0526

Software Version: 7.1.137

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Page 2 of 3

Date: 5/31/2013 02:28 PM
Estimate ID: [REDACTED]
Estimate Version: 0
Committed
Profile ID: (01548) Smith Fd Crw

Register online to check the status of your claim and stay connected with State Farm®. To register, go to www.statefarm.com and select Check the Status of a Claim. If you are already registered, thank you! Not available in New Mexico.

Point(s) of Impact

12 Front Center (P), 21 Undercarriage (S)

Alternate CSO: State Farm Insurance

Inspection Site: SMITH FORD Service Dept
Address: 908 East Oak St
CONWAY, AR 72034
(501) 329-9881
Inspection Date: 5/31/2013

Body Shop / Location: Smith Ford
Address: 908 E Oak St.
Conway, AR
Telephone: (501) 329-9881

This is an estimate. Repair facilities must inspect the vehicle to determine if any repairs not listed are required, and to contact State Farm before making such repairs. Repairer also is responsible for conducting any necessary inspection and safety checks prior to and after completing repairs.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In accordance with Arkansas Code 23-89-216- Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may constitute the criminal offense of defrauding a secured creditor in violation of Arkansas Code #5-37-203. If you have any questions, contact your lienholder.

ESTIMATE RECALL NUMBER: 05/31/2013 14:28:18 [REDACTED]

Mitchell Data Version: OEM: APR_13_V0530

Software Version: MAPP:APR_13_V0526
7.1.137

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Page 3 of 3

ECS, Financial Log Search Results, SH - ARLA CRT

Financial Log Search | Search Results | Payments



Found: 1

Search Results - Search Criteria: All COL

COL: 403 - COLL

| Payment Number | Issued Date | Participant | Payable COL | Pay Code | Status | Amount |
|-------------------|----------------|--------------|----------------|-------------|--------|----------|
| <u>122717587J</u> | 06/03/2013 | Named Insure | 403 | 1 | Paid | 1,354.51 |
| Total: | | | | | | 1,354.51 |

Grand Total: 1,354.51

Providing Insurance and Financial Services
Home Office, Bloomington, IL



June 27, 2013

Ford Motor Companies
PO Box 70
Dearborn MI 48121-0070

State Farm Claims
P.O. Box 661001
Dallas TX 75266-1001

06-27-13
Ins made payment

RE: Claim Number: [REDACTED]
Date of Loss: May 27, 2013
Our Insured: [REDACTED]
Claimant Name: Ford Motor Companies

To Whom It May Concern:

I was told by our insured that you will be making a settlement offer to him regarding the steering failure to his 2012 Ford Fusion. I have asked him not to sign any waivers or releases which may jeopardize our subrogation rights for damage payments we made related to the steering failure. Please give me a call as soon as possible to discuss this matter.

Sincerely,

Steering

Tim Miller
Claim Representative
(855) 827-8799

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

RECEIVED
5-31-13 Dsc

IMPORTANT - DO NOT PERFORM REPAIRS UNTIL AUTHORIZED!**Dealer/Fleet Request For OGC Review*******Note: this form is for Retail and Fleet vehicles*****

Pursuant to the W&P Manual, the service manager is required to complete a Dealer/Fleet Request for OGC Review form if he/she suspects legal action such as, alleged accidents or fires, may be taken. This form includes customer and vehicle information as well as a description of the allegations.

*****Note: All fields are required and must be filled in accordingly before submitting this form**********NOTE: You also have the option of printing this form and then faxing the fully completed form to 313-845-5668 or 313-845-5555*******DEALER INFORMATION**

| | |
|--------------------------|--|
| Dealership/Fleet Name: | Smith Ford, Inc. |
| Requesting Dealer/Fleet: | Smith Ford, Inc |
| P&A Code: | 06063 |
| Contact Person: | Trent Carter |
| Title: | Service Manager |
| Phone Number: | 501-329-9881 |
| Fax Number: | 501-329-3384 |
| Email Address: | trent.carter@smithford.net |
| Region: | Memphis |
| Address: | 908 East Oak Street |
| City: | Conway |
| State: | Arkansas <input checked="" type="checkbox"/> |
| Zip Code: | 72032 |

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUN 04 2013

OFFICE OF THE
GENERAL COUNSEL

ESS
will be out
today
6-10-13

CUSTOMER/VEHICLE INFORMATION

| | |
|----------------------|--|
| WSD: | 9/5/12 |
| Vehicle Year: | 2012 <input checked="" type="checkbox"/> |
| Vehicle Model: | Fusion |
| Vehicle VIN: | 3fahp0ga5cr [REDACTED] |
| Mileage: | 20819 |
| Customer/Fleet Name: | [REDACTED] |
| Street Address: | [REDACTED] |
| City: | Plumerville |
| State: | Arkansas <input checked="" type="checkbox"/> |

| | |
|-------------|--|
| Zip Code: | <div style="background-color: black; width: 50px; height: 15px;"></div> |
| Home Phone: | <div style="background-color: black; width: 100px; height: 15px;"></div> |
| Work Phone: | <div style="background-color: black; width: 100px; height: 15px;"></div> |
| Region: | Memphis |


DETAILS OF INCIDENT

*****Note: DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

Incident Involves:

☒ Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Date of Incident: 5/29/2013 

County in which incident occurred: Faulkner

Is customer alleging a component defect CAUSED the incident? ☒ Yes ☐ No

If yes, what type & details:
If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap

Customer states advance trac light came on, lost all power steering and he ran into a ditch.

Was a police report filed? ☐ Yes ☒ No

If yes, where:

Has the insurance company been contacted? ☒ Yes ☐ No


Insurance agent left me a voice mail message to discuss a manufacturer product concern, tow charge, rental car etc.

What did the Insurance company advise?

Name and phone number of owner's insurance company & agent's name: State Farm. Tim Miller agent 918-641-7153

If the vehicle is a conversion unit, who is the coach builder? no

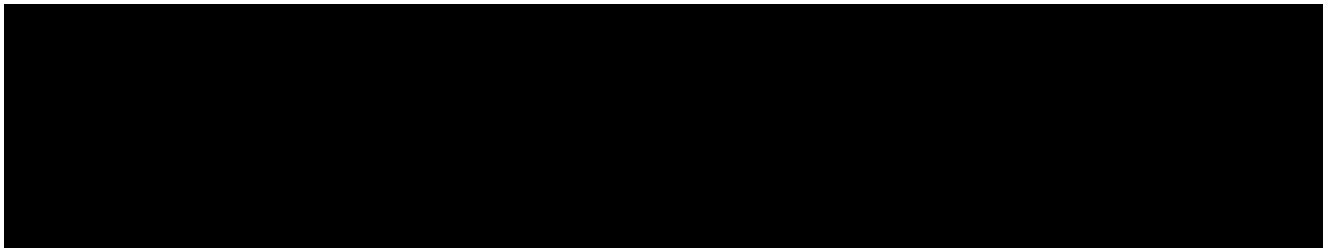
City:

State: 

Zip Code:

Vehicle Location:

| | |
|---|--------------------------------|
| | Dealership service department. |
| Attorney Information (if applicable): | n/a |
| CVO Contact (if applicable - Fleet Only): | n/a |
| RESOLUTION THAT CUSTOMER IS SEEKING: | |
| Vehicle repaired | |
| COMMENTS: | |
| Need directions to handle situation | |
| <input type="button" value="Submit Request"/> | |





Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

RECEIVED
8-27-12

August 15, 2012



Dixon, CA

RE: 2012 Fusion
VIN: 3FAHP0HA2CR

Dear :

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a fair and timely manner.

If you have turned any portion of this matter over to your insurance company and should your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly, we request that you provide us with all the following information by completing and returning this form:

To begin our evaluation, we will need the following documents:

- A copy of the title and vehicle registration.
- Original photographs or laser copies of the vehicle's collision/fire damage from several different angles; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas; include your name and the last 6 digits of your VIN# on the back of each photograph.
- A copy of your expert's report and the expert's original photographs.
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.

For each person alleged injured provide the following: (If there are additional names
Continue on back.)

Full Legal Name:

[Redacted]

Address:

Dixon CA

Spouse's Name:

[Redacted]

Full Legal Name:

[Redacted]

Address:

Dixon CA

Spouse's Name:

[Redacted]

DOB: [REDACTED] DOB: [REDACTED]
Soc Security#: [REDACTED] Soc Security#: [REDACTED]
Gender: MALE Gender: FEMALE
Occupation: DISABLED - RETIRED Occupation: STUDENT
Injury: RIGHT - ARM Injury: UNKNOWN
Health Insurance Provider: KASSER / VA Health Insurance Provider: CHAMP VA

Is the injured party receiving Medicare benefits NO
If so, state the name of the person(s) N/A

Is the injured party receiving Worker Compensation benefits NO
If so, state the name of the person(s) N/A

Has the injured party received more than 24 months of social security disability benefits prior to the incident YES
If yes, state the name of the person(s) Theodore Lawrence Cassner Jr.

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the above requested information. If it is determined that you are a Medicare beneficiary, please be aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to recover any conditional payments it has made with respect to your injury. Further, should a settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford has been assured that Medicare's interests are protected.

1. What are you seeking from Ford Motor Company in this matter?
REPLACE OUR CURRENT VEHICLE AND PAID AND SUFFERING DAMAGES \$3000.00
2. What is the alleged defect? STEERING & BRAKE "LOSS"
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. List all after market additions or modifications that were made to the vehicle:
NONE
5. Has an insurance company been advised of this incident? Yes NO
6. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.
N/A
7. Please provide the names and contact information of any witnesses to the incident.
NONE

Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern cannot be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

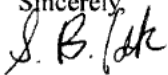
Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. **In most instances this review can be done in 90 days; if we are unable to complete the analysis within this time, we will contact you.**

Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. **Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.**

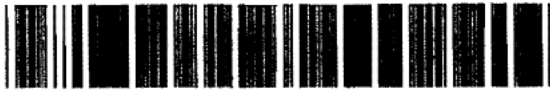
Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component, please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,



Steve Bardell
Legal Analyst – OGC Product Claims

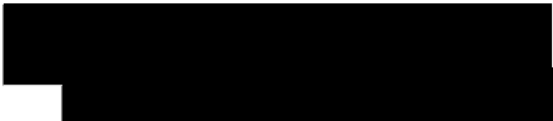


A Public Service Agency

REGISTRATION CARD VALID FROM: 02/17/2012 TO: 02/18/2013

| | | | | | | |
|------------------|----------|-------------|-----------|--------------|----------|-------------------|
| MAKE | YR MODEL | YR 1ST SOLD | VLF CLASS | TYPE VEH | TYPE LIC | LICENSE NUMBER |
| FORD | 2012 | 2012 | FS | 110 | 11 | |
| BODY TYPE MODEL | MP | MO | | | | VEHICLE ID NUMBER |
| 4D | G | TP | | | | 3FAHP0HA2CR |
| TYPE VEHICLE USE | | DATE ISSUED | CC/ALCO | DT FEE RECVD | PIC | STICKER ISSUED |
| AUTOMOBILE | | 03/07/12 | 48 | 03/07/12 | 4 | |

REGISTERED OWNER



DIXON
CA

MISC#: 21918

AMOUNT PAID
\$ 262.00

AMOUNT DUE
\$ 262.00

AMOUNT RECVD
CASH :
CHCK : 262.00
CRDT :

LIENHOLDER

HTD LEASING LLC
260 INTERSTATE N PKY NW

ATLANTA
GA

30339

A00 V36 EU 0026200 0035 CS A00 030712 11 6TBH282 935

CUSTOMER #: [REDACTED]

279614



INVOICE

4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875

BAR# AA-001874 EPA# CAD981675390
www.futurefordofsacramento.com

DIXON, CA

PAGE 1

HOME: [REDACTED]

CONT: N/A

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 3885 MARTY ACERO

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|------------|------------|-------------|---------------|---------|------------------|---------|-----------|
| FQ BORDEAU | 12 | FORD FUSION | 3FAHP0HA2CF | | 10497/10518 | T8927 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 17FEB12 | DD05DEC11 | | 17:00 08AUG12 | | | CASH | 16AUG12 |

| | | | |
|---------------|---------------|------------------------|---|
| R.O. OPENED | READY | OPTIONS: | STK:21918 DLR:07884 |
| 07:24 08AUG12 | 14:48 16AUG12 | ENG:99A 2.5L I4 ENGINE | |
| LINE OPCODE | TECH TYPE | HOURS | TRN:44W 6-SPD AUTO TRANSMISSION AXL:ARR (More...) |
| | | | LIST NET TOTAL |

A CUSTOMER REPORTS THE THE VEHICLE WOULD NOT BRAKE OR STEERING ENGINE
WAS RUNNING AND THE SERVICE POWER STEERING AND ADD TRACK
WARNINGS WERE ON ADVISE

CAUSE: E

| | |
|------------------------------------|------------|
| 102 LIGHT ENGINE | |
| 3568 HAAGS, KARL LIC#: | [REDACTED] |
| W | (N/C) |
| 597 DIZON, DONALD LIC#: | [REDACTED] |
| W | (N/C) |
| 3742 TURNER, JEF LIC#: | [REDACTED] |
| W | (N/C) |
| 1 AE5Z*3504*CE GEAR ASY - STEERING | (N/C) |
| MISC PRICE DIFF ON D99 PART | |
| W | (N/C) |
| FC: | |
| MISC MOUGHTON FORD FREIGHT | |
| W | (N/C) |

FC:
10518 2.50 VERIFIED CUST CONCERN. C200D:49-08 IN CMDTCS. DATA
LOGGER PPT FOUND STEERING ANGLE SENSOR INTERMITTENTLY SHOWING RT TURN
EVEN WHEN TURNING LEFT. STEERING ANGLE SENSOR IS PART OF EPAS
MODULE. tech 597 replaced rack pinion reset front toe in road test ok

| | | | | |
|-------------------------------------|------------|----|----|----|
| B MULTI POINT INSPECTION TIRE PSI | LF | RF | LR | RR |
| 99P MULTI POINT INSPECTION TIRE PSI | | | | |
| | LF | RF | LR | RR |
| 597 DIZON, DONALD LIC#: | [REDACTED] | | | |
| C | | | | |

10518 TIRES PRESURE IS AT 38PSI

" I acknowledge notice and oral approval
of an increase in the original estimated
price.
(signature or initials)"
It's never too late to see if your vehicle
qualifies for an extended warranty. See a
Finance Mgr.
Today!
THANK YOU FOR YOUR BUSINESS
Future Ford of Sacramento

| ORIGINAL ESTIMATE | AUTHORIZED REVISED ESTIMATE | DESCRIPTION | TOTALS |
|---|--------------------------------|---------------------------|--------|
| | | LABOR AMOUNT | |
| | | PARTS AMOUNT | |
| LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE. | | GAS, OIL, LUBE | |
| NOTICE TO CONSUMER PLEASE READ IMPORTANT INFORMATION ON BACK. I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice. | | SUBLET AMOUNT | |
| | | MISC. CHARGES | |
| | | TOTAL CHARGES | |
| | | LESS INSURANCE/DISC. | |
| | | SALES TAX | |
| CUSTOMER SIGNATURE | | PLEASE PAY THIS AMOUNT | |

CUSTOMER COPY

PE14-030 000211LC

CUSTOMER #: [REDACTED]

279614



INVOICE

4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875

BAR# AA-001874 EPA# CAD981675390
www.futurefordofsacramento.com

DIXON, CA

PAGE 2

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 3885 MARTY ACERO

| | | | | | | |
|-----------------------------|---------------|---|---------------|---------|------------------|---------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG |
| EC BORDAU | 12 | FORD FUSION | 3FAHP0HA2CH | | 10497/10518 | T8927 |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT |
| 17FEB12 | 05DEC11 | | 17:00 08AUG12 | | | CASH |
| R.O. OPENED | READY | OPTIONS: STK:21918 DLR:07884 | | | | |
| 07:24 08AUG12 | 14:48 16AUG12 | ENG:99A 2.5L I4 ENGINE | | | | |
| LINE OPCODE TECH TYPE HOURS | | TRN:44W 6-SPD AUTO TRANSMISSION AXL:ARR (More...) | | | | |
| EST: 125.00 | | 08AUG12 07:24 SA: 3885 | | | | |
| | | LIST NET TOTAL | | | | |

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.
THANK YOU

" I acknowledge notice and oral approval of an increase in the original estimated price.

(signature or initials)"

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. Today!

THANK YOU FOR YOUR BUSINESS
Future Ford of Sacramento

ORIGINAL ESTIMATE

AUTHORIZED REVISED ESTIMATE

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/DISC. 0.00

SALES TAX 0.00

PLEASE PAY THIS AMOUNT 0.00

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.

NOTICE TO CONSUMER

PLEASE READ IMPORTANT INFORMATION ON BACK.

I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

CUSTOMER COPY

PE14-030 000212LC

BEGINNING OF CONTACT
08/15/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.07

=====

| | | | |
|--------------------------|-------------|-----------|------------|
| REGION: W2 SAN FRANCISCO | OGC ISSUE | CASE NBR: | |
| VIN: 3FAHP0HA2CR | ZONE: A01 | OPENED: | 2012/08/14 |
| | ENGINE: A | CLOSED: | 2012/08/14 |
| | VEH TYPE: C | | |

=====

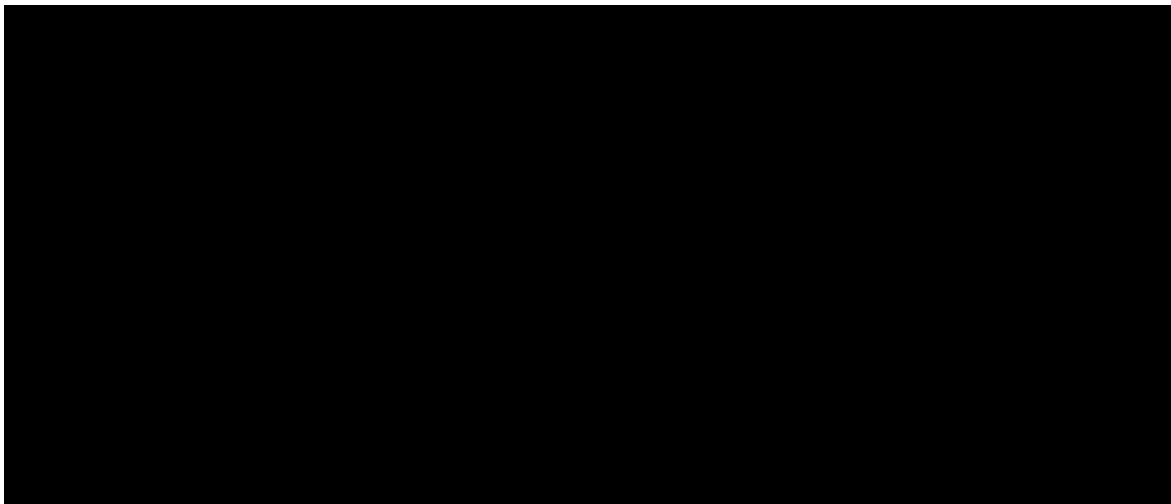
| | | | | | |
|--------------|--|-------------|--------|---------|--------|
| LAST NAME: | | FIRST NAME: | | STATUS: | CLOSED |
| TITLE: | MR. | | | MI: | |
| ADDRESS: | | | | | |
| CITY: | DIXON | STATE: | CA | ZIP: | |
| HOME PHONE: | | | | | |
| MODEL YEAR: | 2012 | MODEL: | FUSION | | |
| MILEAGE: | 10497 | | | | |
| DEALER NAME: | FUTURE FORD | SALES CODE: | F72205 | P & A: | 06261 |
| REASON CODE: | 0799 ACCIDENT/PRODUCT LIABILITY | | | | |
| SYMPTOMS: | 303155 STRG/HANDLING FUNCTION LOSS OF STRG | | | | |

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
ACTION: T1120 - TIER ONE CLOSE ISSUE
DOCUMENT: ANALYST: SCOLO COLO, STEPHANIE

DATE: 2012/08/14 TIME: 13.50.54 :
ACTION DATA/COMMENTS:

CUST1. DATE OF THE ACCIDENT--AUG 8TH 2012. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT --VEH WAS COMING TO THE STOP SIGN AND CUST WAS TRYING TO TURN BUT THE VEH WOULD NOT TURN AND IT WOULD NOT STOP BRUSHED THE CURB AND COASTED INTO A DRIVEWAY 3. IF THERE WERE ANY INJURIES SUSTAINED--TRYING TO STEER THE VEH CUST INJURED RIGHT ARM PAIN IS IN THE ELBOW AREA4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED ---WAS ON PITTSCHOOL LANE IN DIXON CA5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.--NO POLICE REPORT WAS FILED6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-- NO CLAIM WITH INSURANCE COMPANY9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.--VEH IS AT DLRSHIP AND IT IS REPAIRABLE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING CUST HAS LOST HIS CONFIDENCE IN THE VEH BECAUSE OF THE ACCIDENT AND WOULD LIKE TO HAVE FORD BUY BACK THE VEHFEELS THAT IF HE WAS IN A DIFFERENT AREA THE ACCIDENT COULD HAVE BEEN WORSE=====DLRSHPFUTURE FORD 4625 MADISON AVENUESACRAMENTO CA 95841(916) 331-7600 =====OBC TO DLRSHIP--NEED TO GET VIN FOR VEHICLE=====CSR--"I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
AUG 15 2012
OFFICE OF THE
GENERAL COUNSEL



Law Office of
Michael B. Walsh

6 BEACON STREET SUITE 725
BOSTON, MA 02108

Telephone (617) 523-3200
Fax (617) 523-5907
mbw@mbwalshlaw.com

October 4, 2013

Via Facsimile: (888) 683-9898

Alma Taylor
Ford Motor Company
Product Claims Dept.
P.O. Box 70
Dearborn, Michigan 48121-0070

RE: Claimant: [REDACTED]
Date of Loss: October 27, 2012
Claim #: Unknown

Dear Ms. Taylor:

Please be advised that this office represents [REDACTED] for personal injuries sustained in an automobile accident which occurred on or about October 27, 2012 when the Ford vehicle she was operating began to fishtail without warning. The Ford vehicle [REDACTED] was operating was rented to her that day by Hertz Rental Car Company.

I have already set up a claim with Hertz Rental Car Company who has advised me that Ford Motor Company has inspected the vehicle for defects. Kindly set up a claim on behalf of [REDACTED] and have a representative contact my office. Additionally, if you are in receipt of an inspection report or documentation, I would appreciate you forwarding a copy to this office.

Thank you for your attention in this matter.

Very truly yours,



Michael B. Walsh

RECEIVED

OCT 04 2013

BY: 

2013
SEALED
OCT 10 2013

Mar. 11. 2013 2:42PM

No. 0323 P. 1

Fleet Request for Office of the General Counsel Review

Fax the completed form to Alma Taylor @ (888) 683-9898

Date: 3/11/13

Case #: [REDACTED]

Supporting documents included in fax? (circle one) (Yes) or No (#Pages 4)

RECEIVED

MAR 12 2013

BY AL

FLEET INFO

Fleet Name: Hertz Vehicles LLC

Contact: Doug Gagnon

Address: 900 Doremus Ave

Title: Maintenance Manager

Port Newark NJ 07114

Phone: 860-386-2222

860-627-3854 x222

Is this a Fleet Managed vehicle? (circle one) Yes or No

Fax 860-623-4596

If yes, please provide the following:

MANAGED FLEET INFO

Fleet Name: _____

Contact: _____

Address: _____

Title: _____

Phone: _____

Who will be the single point of contact? Primary Fleet contact person or Managed Fleet Contact Person

***There Can Only Be One Single Point of Contact For A Claim ***

VEHICLE INFORMATION

Vehicle Year: 2012

Vehicle Model: Ford Fusion

VIN: 3FAHP0JGXC

Warranty Start Date: _____

Unit: 1998 2082204

CURRENT VEHICLE LOCATION

Name of Business or Dealer: Hertz at Bradley Field

Address: 2 Schoephoester Road, Windsor Locks, CT

Contact: Doug Gagnon

Title: Maintenance Manager

DETAILS OF INCIDENT

Incident Involves:

☒ Accident ☐ Fire ☐ Injury ☐ Medical Attention Sought

Description of Incident: ** Driver lost control on Highway, struck guardrail and flipped over

* Do not request investigation if repairs have been completed.

Was a Police/Fire report made? (circle one) (Yes) or No

What is the alleged defect: loss of steering, tire blowout

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAR 12 2013

OFFICE OF THE
GENERAL COUNSEL

Has the alleged defective part been repaired or replaced? (circle one) Yes or No

What was the city, state and date of occurrence: Old Lyme, CT 10/27/2012

What was the mileage at time of occurrence: ~ 16293

List all after market additions or modifications that were made to the vehicle

Was the engine running? (circle one) Yes or No

Were the keys in the ignition? (circle one) Yes or No

Has an insurance company been advised of this incident? Yes No

If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number:

Hertz Claim Management PO Box 719 Park Ridge N.J. 07656
Ada Priddy 201-307-5872 02-2012-21895-02

FORD FLEET REPRESENTATIVE CONTACT

Name: Doug Gagnon

CDS ID: _____

Phone: 860-386-2222

Fax: 860-623-4596

ATTORNEY INFORMATION

Attorney Involved? (circle one) Yes or No

If yes, Attorney's Name: Michael Walsh

Phone #: 617-523-3200

ADDITIONAL COMMENTS/INSTRUCTIONS:

Representative to attend inspection on behalf of attorney:

Carlos Ramos of Antonio Auto Repair
240 Quincy Street
Dorchester, MA 02124
857-236-2152

[illegible]

The users of the GDR product and reviewers of the GDR reports and exported data shall ensure that data and information supplied is applicable to the vehicle, vehicle's system(s) and the vehicle ECU. Robert Bosch LLC and all its directors, officers, employees and members shall not be liable for damages arising out of or related to incorrect, incomplete or misinterpreted software and/or data. Robert Bosch LLC expressly excludes all liability for incidental, consequential, special or punitive damages arising from or related to the CDR data, CDR software or use thereof.



3FAMPOJGXCR



| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 00 | 06 | 00 | 00 | 62 | 06 | 00 | 00 | 6D | 23 | 06 | 00 | 0C | 03 | 00 | 00 | 35 | 0D | 00 | 00 | 79 | 07 | 00 | 00 | 53 | 03 | C5 | FF |
| 8D | F2 | 3A | 00 | 00 | 00 | 00 | 00 | B8 | FD | 3A | 00 | 2D | FF | 3A | 00 | 01 | FF | 3A | 00 | 55 | FF | 3A | 00 | 5D | 00 | 3B | 00 |
| C5 | 01 | 3B | 00 | 2A | 05 | 3B | 00 | BB | 06 | 3B | 00 | 6B | 06 | 3B | 00 | EB | 06 | 3B | 00 | CB | 07 | 3B | 00 | C0 | 08 | 3B | 00 |
| 95 | 08 | 3B | 00 | DE | 08 | 3B | 00 | 1F | 09 | 3B | 00 | FF | 08 | 3B | 00 | B3 | 09 | 3B | 00 | B6 | 09 | 3B | 00 | 61 | 09 | 3B | 00 |
| DE | 08 | 3B | 00 | 61 | 09 | 3B | 00 | 27 | 09 | 3B | 00 | A0 | 08 | 3B | 00 | 5C | 07 | 3B | 00 | B3 | 07 | 3B | 00 | B8 | 07 | 3B | 00 |
| 8B | 0B | C5 | FF | 6A | 0C | C5 | FF | 8A | 0B | C5 | FF | 6B | 0B | C5 | FF | 71 | 0C | C5 | FF | 06 | 0E | C5 | FF | 29 | 0F | C5 | FF |
| E0 | 10 | C5 | FF | 46 | 10 | C5 | FF | 30 | 10 | C5 | FF | 29 | 11 | C5 | FF | DB | 12 | C5 | FF | D6 | 11 | C5 | FF | 97 | 11 | C5 | FF |
| FD | 10 | C5 | FF | 43 | 11 | C5 | FF | 0C | 11 | C5 | FF | 53 | 11 | C5 | FF | 4C | 11 | C5 | FF | 91 | 13 | C5 | FF | 89 | 12 | C5 | FF |
| DC | 12 | C5 | FF | 82 | 12 | C5 | FF | 2F | 13 | C5 | FF | 41 | 13 | C5 | FF | 64 | 14 | C5 | FF | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| 00 | 00 | C7 | 1E | 49 | 20 | 28 | 22 | C3 | 23 | 6E | 26 | 64 | 29 | DC | 2A | D2 | 29 | 5D | 2A | AE | 2C | 1D | 31 | 04 | 27 | 0B | 27 |
| 0C | 27 | 0D | 27 | 0D | 27 | FF | 26 | A9 | 26 | 09 | 26 | 85 | 25 | BC | 25 | 96 | 26 | 9D | 27 | 8E | 28 | BA | 28 | 9D | 28 | 25 | 28 |
| 39 | 27 | 5D | 26 | 6B | 25 | 7C | 2A | BE | 24 | 27 | 25 | 14 | 26 | 9A | 27 | 3A | 29 | 5D | 2A | B6 | 2A | BD | 2A | E0 | 29 | AD | 28 |
| 61 | 27 | ED | 25 | 7C | 23 | DB | 20 | 09 | 20 | 45 | 1F | C5 | 1D | AC | 1C | A8 | 1C | 96 | 1D | AO | 06 | 09 | 07 | 35 | 07 | 40 | 07 |
| 89 | 07 | C6 | 07 | 83 | 07 | 58 | 07 | 42 | 07 | 00 | 00 | 00 | 00 | E1 | 07 | F6 | 07 | F7 | 07 | 01 | 08 | EB | 07 | 03 | 08 | E0 | 07 |
| F7 | 07 | CF | 07 | EB | 07 | EE | 07 | E5 | 07 | D9 | 07 | BE | 07 | AB | 07 | E0 | 07 | CB | 07 | B4 | 07 | BF | 07 | A1 | 07 | 89 | 07 |
| 57 | 07 | 8C | 07 | BE | 07 | 93 | 07 | 72 | 07 | 17 | 07 | 8D | 06 | CA | 06 | F2 | 06 | 4A | 07 | BB | 06 | B1 | 06 | 8E | 06 | 50 | 06 |
| 44 | 06 | A9 | 05 | 04 | 06 | 9C | 06 | 8B | 06 | 82 | 04 | BF | 04 | FD | 03 | CB | 03 | B7 | 03 | B3 | 04 | 16 | 05 | 75 | 04 | D9 | 03 |
| 0A | 08 | 36 | | | | | | | | | | | | | | | | | | | | | | | | | |



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[illegible]



Hexadecimal Data

Data that the vehicle manufacturer has specified for data retrieval is shown in the hexadecimal data section of the CDR report. The hexadecimal data section of the CDR report may contain data that is not translated by the CDR program. The control module contains additional data that is not retrievable by the CDR system.

```
02 00 00 00

42 45 35 33 2D 31 34 42 33 32 31 2D 42 44 00 00 00 00 00 00 00 00 00 00

33 30 37 36 31 30 30 32 30 30 30 30 30 30 30

42 4C 38 34 2D 31 34 43 30 32 38 2D 41 42 00 00 00 00 00 00 00 00 00 00

15 B1 4B 9A 00 00 00 00 00 00 00 00 00 00 00 00

13 71 47 62 00 00 00 00 00 00 00 00 00 00 00 00

15 AB 6F 8B 00 00 00 00 00 00 00 00 00 00 00 00

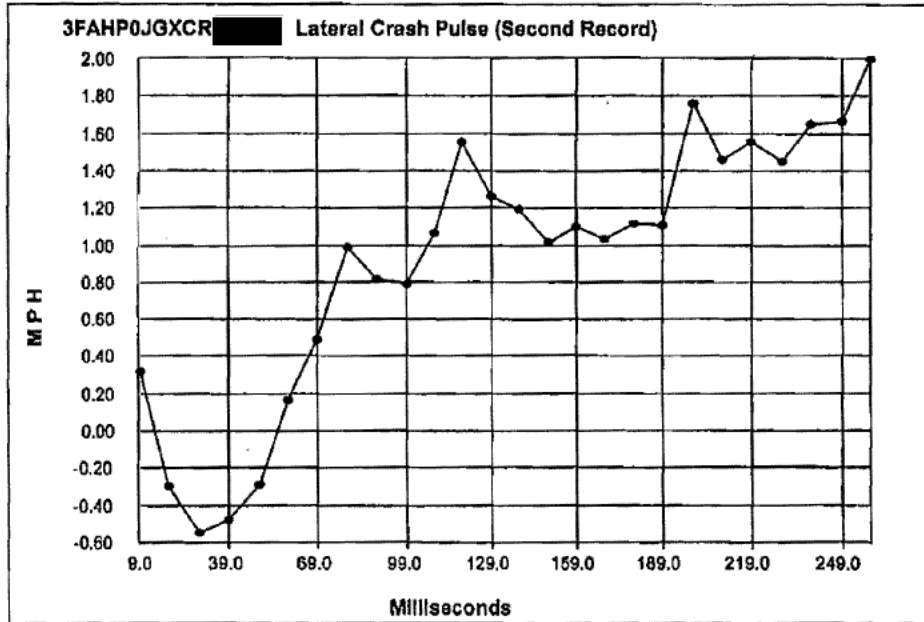
15 B1 4B E7 00 00 00 00 00 00 00 00 00 00 00 00

B4 33 47 62 00 00 00 00 00 00 00 00 00 00 00 00

15 AB 18 5D 00 00 00 00 00 00 00 00 00 00 00 00

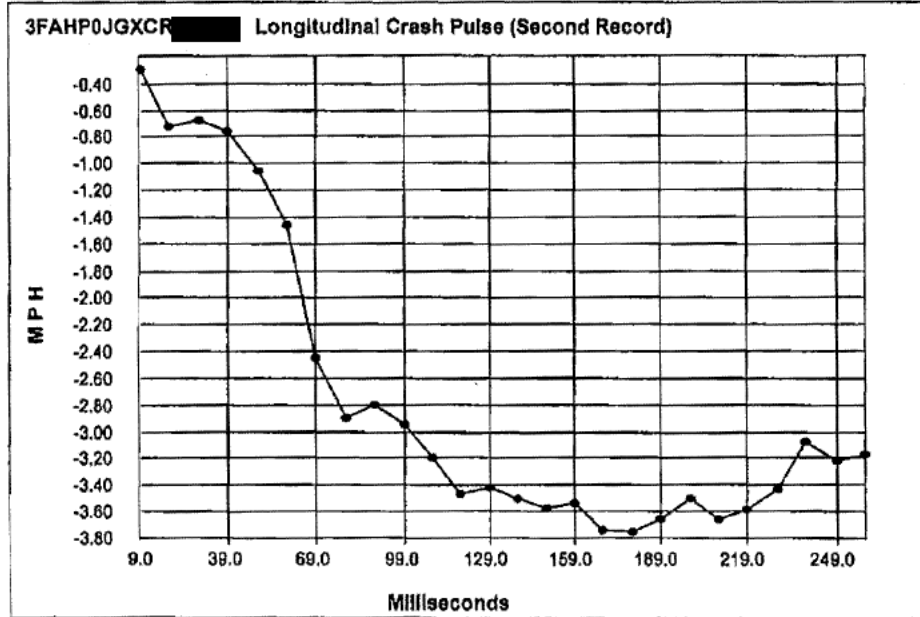
33 46 41 48 50 30 4A 47 58 43 52 33 30 32 37 36 39

33 46 41 48 50 30 4A 47 58 43 52 33 30 32 37 36 39 00 00 00 00 00 00 00
```



Lateral Crash Pulse (Second Record)

| Time (msec) | Delta-V, lateral (MPH) | Delta-V, lateral (km/h) |
|-------------|------------------------|-------------------------|
| 9.0 | 0.31 | 0.51 |
| 19.0 | -0.30 | -0.48 |
| 29.0 | -0.55 | -0.88 |
| 39.0 | -0.48 | -0.78 |
| 49.0 | -0.29 | -0.47 |
| 59.0 | 0.17 | 0.27 |
| 69.0 | 0.49 | 0.79 |
| 79.0 | 0.89 | 1.59 |
| 89.0 | 0.81 | 1.31 |
| 99.0 | 0.79 | 1.27 |
| 109.0 | 1.07 | 1.72 |
| 119.0 | 1.55 | 2.50 |
| 129.0 | 1.26 | 2.03 |
| 139.0 | 1.19 | 1.92 |
| 149.0 | 1.01 | 1.63 |
| 159.0 | 1.10 | 1.76 |
| 169.0 | 1.03 | 1.66 |
| 179.0 | 1.11 | 1.79 |
| 189.0 | 1.11 | 1.78 |
| 199.0 | 1.76 | 2.83 |
| 209.0 | 1.46 | 2.35 |
| 219.0 | 1.56 | 2.50 |
| 229.0 | 1.45 | 2.34 |
| 239.0 | 1.65 | 2.65 |
| 249.0 | 1.67 | 2.69 |
| 259.0 | 2.00 | 3.21 |



Longitudinal Crash Pulse (Second Record)

| Time (msec) | Delta-V, longitudinal (MPH) | Delta-V, longitudinal (km/h) |
|-------------|-----------------------------|------------------------------|
| 9.0 | 0.30 | -0.48 |
| 19.0 | -0.72 | -1.16 |
| 29.0 | -0.67 | -1.08 |
| 39.0 | -0.76 | -1.23 |
| 49.0 | -1.06 | -1.71 |
| 59.0 | -1.48 | -2.38 |
| 69.0 | -2.44 | -3.93 |
| 79.0 | -2.89 | -4.65 |
| 89.0 | -2.80 | -4.51 |
| 99.0 | -2.85 | -4.74 |
| 109.0 | -3.20 | -5.14 |
| 119.0 | -3.47 | -5.69 |
| 129.0 | -3.42 | -5.51 |
| 139.0 | -3.51 | -5.64 |
| 149.0 | -3.58 | -5.78 |
| 159.0 | -3.64 | -5.70 |
| 169.0 | -3.74 | -6.03 |
| 179.0 | -3.75 | -6.03 |
| 189.0 | -3.65 | -5.88 |
| 199.0 | -3.51 | -5.64 |
| 209.0 | -3.65 | -5.88 |
| 219.0 | -3.59 | -5.77 |
| 229.0 | -3.44 | -5.63 |
| 239.0 | -3.07 | -4.94 |
| 249.0 | -3.22 | -5.19 |
| 259.0 | -3.18 | -5.11 |



Pre-Crash Data -5 to 0 sec [10 samples/sec] (Second Record)

| Times (sec) | Steering Wheel Angle (degrees) | Stability Control Lateral Acceleration (g) | Stability Control Longitudinal Acceleration (g) | Stability Control Yaw Rate (deg/sec) |
|----------------|--------------------------------------|--|---|--|
| -5.0 | -1.2 | 0.007 | 0.017 | 0.0 |
| -4.9 | -0.5 | 0.001 | 0.038 | 0.5 |
| -4.8 | -0.4 | 0.007 | 0.039 | 0.12 |
| -4.7 | -0.3 | -0.016 | 0.049 | 0.12 |
| -4.6 | -0.3 | 0.008 | 0.027 | 0.87 |
| -4.5 | -1.7 | -0.015 | 0.051 | 0.37 |
| -4.4 | -10.3 | -0.059 | 0.016 | -0.12 |
| -4.3 | -26.3 | -0.247 | 0.039 | -2.75 |
| -4.2 | -39.5 | -0.355 | -0.001 | -8.0 |
| -4.1 | -34.0 | -0.443 | 0.027 | -12.12 |
| -4.0 | -12.2 | -0.417 | 0.03 | -11.12 |
| -3.9 | 14.1 | -0.191 | 0.021 | -5.25 |
| -3.8 | 39.2 | 0.057 | 0.009 | 4.37 |
| -3.7 | 42.8 | 0.324 | -0.018 | 14.25 |
| -3.6 | 39.7 | 0.547 | -0.037 | 17.0 |
| -3.5 | 27.7 | 0.578 | 0.018 | 15.75 |
| -3.4 | 4.1 | 0.357 | -0.005 | 9.87 |
| -3.3 | -17.9 | 0.28 | -0.028 | 2.25 |
| -3.2 | -42.1 | -0.07 | -0.017 | -7.0 |
| -3.1 | -65.0 | -0.503 | -0.047 | -17.0 |
| -3.0 | -59.4 | -0.612 | -0.071 | -22.0 |
| -2.9 | -46.9 | -0.748 | -0.121 | -21.82 |
| -2.8 | -25.2 | -0.729 | -0.069 | -17.37 |
| -2.7 | 13.8 | -0.531 | -0.018 | -12.87 |
| -2.6 | 55.4 | -0.194 | -0.061 | -0.82 |
| -2.5 | 84.5 | 0.244 | -0.094 | 19.0 |
| -2.4 | 93.4 | 0.623 | -0.185 | 32.25 |
| -2.3 | 94.1 | 0.838 | -0.323 | 33.12 |
| -2.2 | 72.0 | 0.908 | -0.358 | 30.0 |
| -2.1 | 41.3 | 0.918 | -0.222 | 27.75 |
| -2.0 | 8.1 | 0.853 | -0.134 | 26.0 |
| -1.9 | -29.1 | 0.788 | -0.277 | 20.6 |
| -1.8 | -91.6 | 0.392 | -0.287 | 10.75 |
| -1.7 | -158.9 | -0.15 | -0.322 | -11.25 |
| -1.6 | -179.9 | -0.5 | -0.384 | -40.0 |
| -1.5 | -199.5 | -0.72 | -0.396 | -52.12 |
| -1.4 | -237.9 | -0.88 | -0.551 | -47.12 |
| -1.3 | -268.0 | -0.792 | -0.46 | -41.02 |
| -1.2 | -268.4 | -0.851 | -0.398 | -38.5 |
| -1.1 | -242.6 | -0.818 | -0.325 | -31.25 |
| -1.0 | -212.1 | -0.846 | -0.304 | -26.12 |
| -0.9 | -173.5 | -0.785 | -0.199 | -23.25 |
| -0.8 | -125.6 | -0.979 | -0.155 | -22.25 |
| -0.7 | -84.5 | -1.029 | -0.144 | -22.37 |
| -0.6 | -19.2 | -1.049 | -0.071 | -22.62 |
| -0.5 | 59.6 | -0.797 | -0.01 | -21.75 |
| -0.4 | 97.2 | -0.698 | -0.077 | -17.12 |
| -0.3 | 70.6 | -0.859 | -0.12 | -13.87 |
| -0.2 | 84.5 | -1.015 | -0.142 | -13.25 |
| -0.1 | 143.8 | 0.826 | -2.0 | 12.87 |
| 0.0 | 257.3 | 1.382 | -2.0 | -5.12 |

Pre-Crash Data -5 to 0 sec [2 samples/sec] (Second Record)

| Times (sec) | Speed vehicle Indicated MPH [km/h] | Accelerator pedal, % full | Service brake, on/off | Engine RPM | ABS activity (engaged, non-engaged) | Stability control (engaged, non-engaged) | Traction Control via Brakes (engaged, non-engaged) | Traction Control via Engine (engaged, non-engaged) |
|----------------|---|---------------------------------|-----------------------------|---------------|---|---|--|--|
| -5.0 | 67.7 [109.0] | 23 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -4.5 | 69.0 [111.0] | 28 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -4.0 | 69.6 [112.0] | 28 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -3.5 | 69.6 [112.0] | 19 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -3.0 | 70.2 [113.0] | 14 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -2.5 | 69.6 [112.0] | 0 | Off | 2,200 | non-engaged | engaged | non-engaged | non-engaged |
| -2.0 | 69.0 [111.0] | 0 | Off | 2,200 | non-engaged | engaged | non-engaged | non-engaged |
| -1.5 | 65.9 [106.0] | 6 | Off | 2,100 | non-engaged | engaged | non-engaged | non-engaged |
| -1.0 | 68.4 [109.0] | 0 | Off | 1,800 | non-engaged | engaged | non-engaged | non-engaged |
| -0.5 | 49.7 [80.0] | 0 | Off | 1,400 | non-engaged | engaged | non-engaged | non-engaged |
| 0.0 | 54.1 [87.0] | 87 | Off | 1,500 | non-engaged | engaged | non-engaged | non-engaged |



Pre-Crash Data -1 sec (Second Record)

| | |
|---|-------------------|
| Ignition cycle, crash | 1.632 |
| Frontal air bag warning lamp, on/off | On |
| Occupant size classification, front passenger (Child size Yes/No (Hex value)) | No [008] |
| Safety belt status, driver | Driver Buckled |
| Seat track position switch, foremost, status, driver | Not Forward |
| Safety belt status, front passenger | Passenger Buckled |
| Brake Telltale | Off |
| ABS Telltale | Off |
| Stability Control Telltale | Flashing 2 Hz |
| Speed Control Telltale | Off |
| Powertrain Wrench Telltale | Off |
| Powertrain Malfunction Indicator Lamp (MIL) Telltale | Off |



Deployment Data (Second Record)

| | |
|--|---------------|
| Maximum delta-V, longitudinal (MPH (km/h)) | -3.80 (-6.11) |
| Time, maximum delta-V longitudinal (msec) | 176 |
| Maximum delta-V, lateral (MPH (km/h)) | 2.15 (3.46) |
| Time, maximum delta-V lateral (msec) | 300 |
| Longitudinal Delta-V Time Zero Offset | 9.0 ms |
| Lateral Delta-V Time Zero Offset | 9.0 ms |



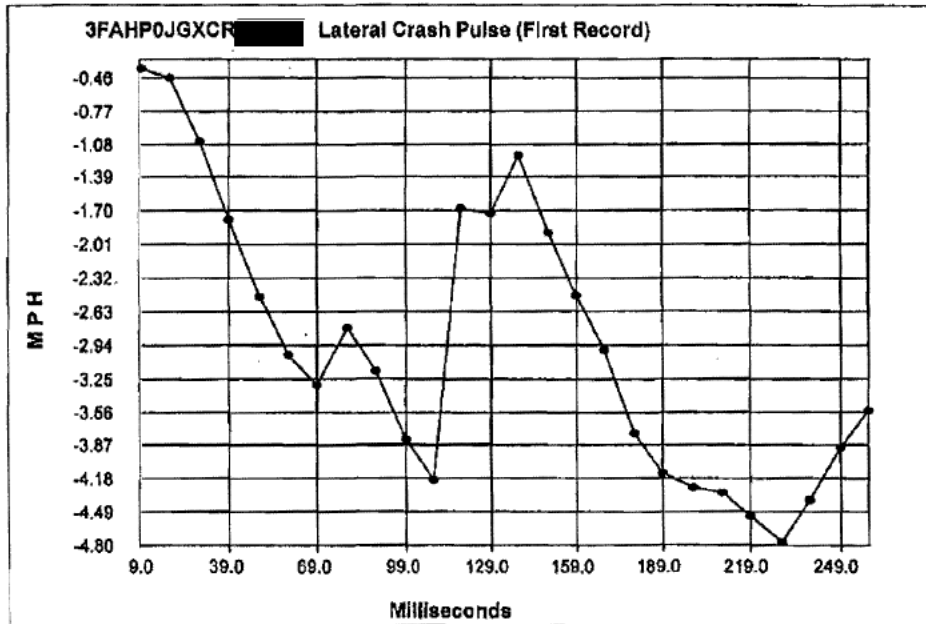
Faults Present at Start of Event (Second Record)

| |
|----------|
| B0090-88 |
| U0028-88 |
| B1183-00 |

- LF RESISTANCE
COMPONENTS INSIDE
FAILURE
COM BUS SIGNAL
CRASH DATA STORAGE

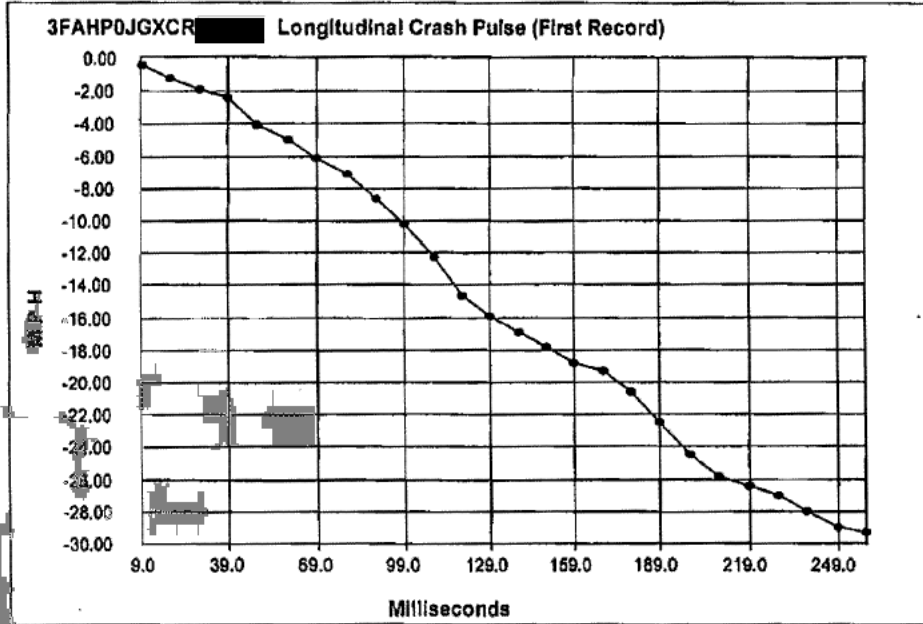
**System Status at Event (Second Record)**

| Recording Status | Unlocked Record |
|--|--------------------------|
| Complete file recorded (yes/no) | Yes |
| Multi-event, number of events (1,2) | 2 |
| Time from event 1 to 2 (msec) | 200 |
| Lifetime Operating Timer at event time zero (seconds) | 2,011.425 |
| Key-on Timer at event time zero (seconds) | 3.900 |
| Vehicle voltage at time zero (Volts) | 13.446 |
| Energy Reserve Mode entered during event (Y/N) | No |
| Time Driver Front Satellite Sensor Lost Relative to Time Zero (msec) | Data lost prior to event |



Lateral Crash Pulse (First Record)

| Time (msec) | Delta-V, lateral (MPH) | Delta-V, lateral (km/h) |
|-------------|------------------------|-------------------------|
| 9.0 | -0.38 | -0.61 |
| 19.0 | -0.47 | -0.76 |
| 29.0 | -1.05 | -1.70 |
| 39.0 | -1.79 | -2.88 |
| 49.0 | -2.49 | -4.01 |
| 59.0 | -3.04 | -4.89 |
| 69.0 | -3.32 | -5.34 |
| 79.0 | -2.76 | -4.48 |
| 89.0 | -3.19 | -5.13 |
| 99.0 | -3.82 | -6.15 |
| 109.0 | -4.19 | -6.74 |
| 119.0 | -1.69 | -2.71 |
| 129.0 | -1.73 | -2.78 |
| 139.0 | -1.19 | -1.91 |
| 149.0 | -1.90 | -3.06 |
| 159.0 | -2.49 | -4.01 |
| 169.0 | -2.98 | -4.80 |
| 179.0 | -3.76 | -6.04 |
| 189.0 | -4.13 | -6.65 |
| 199.0 | -4.26 | -6.86 |
| 209.0 | -4.31 | -6.94 |
| 219.0 | -4.64 | -7.30 |
| 229.0 | -4.77 | -7.67 |
| 239.0 | -4.38 | -7.04 |
| 249.0 | -3.89 | -6.26 |
| 259.0 | -3.65 | -5.71 |



Longitudinal Crash Pulse (First Record)

| Time (msec) | Delta-V, longitudinal (MPH) | Delta-V, longitudinal (km/h) |
|-------------|-----------------------------|------------------------------|
| 9.0 | -0.36 | -0.58 |
| 19.0 | -1.17 | -1.89 |
| 29.0 | -1.92 | -3.08 |
| 39.0 | -2.39 | -3.85 |
| 49.0 | -4.04 | -6.51 |
| 59.0 | -4.97 | -7.99 |
| 69.0 | -6.14 | -9.88 |
| 79.0 | -7.16 | -11.53 |
| 89.0 | -8.66 | -13.94 |
| 99.0 | -10.21 | -16.43 |
| 109.0 | -12.26 | -19.71 |
| 119.0 | -14.64 | -23.67 |
| 129.0 | -15.96 | -25.67 |
| 139.0 | -16.93 | -27.24 |
| 149.0 | -17.79 | -28.63 |
| 159.0 | -18.79 | -30.24 |
| 169.0 | -19.33 | -31.12 |
| 179.0 | -20.57 | -33.11 |
| 189.0 | -22.45 | -36.12 |
| 199.0 | -24.41 | -39.29 |
| 209.0 | -25.83 | -41.57 |
| 219.0 | -26.48 | -42.61 |
| 229.0 | -27.08 | -43.57 |
| 239.0 | -28.03 | -45.11 |
| 249.0 | -28.99 | -46.65 |
| 259.0 | -29.33 | -47.20 |



Pre-Crash Data -5 to 0 sec [10 samples/sec] (First Record)

| Times (sec) | Steering Wheel Angle (degrees) | Stability Control Lateral Acceleration (g) | Stability Control Longitudinal Acceleration (g) | Stability Control Yaw Rate (deg/sec) |
|----------------|--------------------------------------|--|---|--|
| -5.0 | -1.3 | -0.009 | 0.039 | 0.25 |
| -4.9 | -1.5 | -0.018 | 0.039 | -0.25 |
| -4.8 | -1.2 | 0.007 | 0.017 | 0.0 |
| -4.7 | -0.5 | 0.001 | 0.038 | 0.5 |
| -4.6 | -0.4 | 0.007 | 0.039 | 0.12 |
| -4.5 | -0.3 | -0.016 | 0.049 | 0.12 |
| -4.4 | -0.3 | 0.008 | 0.027 | 0.87 |
| -4.3 | -1.7 | -0.015 | 0.051 | 0.37 |
| -4.2 | -10.3 | -0.059 | 0.016 | -0.12 |
| -4.1 | -26.3 | -0.247 | 0.039 | -2.75 |
| -4.0 | -39.5 | -0.355 | -0.001 | -8.0 |
| -3.9 | -34.0 | -0.443 | 0.027 | -12.12 |
| -3.8 | -12.2 | -0.417 | 0.03 | -11.12 |
| -3.7 | 14.1 | -0.191 | 0.021 | -5.25 |
| -3.6 | 38.2 | 0.057 | 0.009 | 4.37 |
| -3.5 | 42.6 | 0.324 | -0.018 | 14.25 |
| -3.4 | 39.7 | 0.647 | -0.037 | 17.0 |
| -3.3 | 27.7 | 0.579 | 0.016 | 15.75 |
| -3.2 | 4.1 | 0.357 | -0.005 | 9.87 |
| -3.1 | -17.9 | 0.28 | -0.028 | 2.25 |
| -3.0 | -42.1 | -0.07 | -0.017 | -7.0 |
| -2.9 | -66.0 | -0.503 | -0.047 | -17.0 |
| -2.8 | -59.4 | -0.612 | -0.071 | -22.0 |
| -2.7 | -48.9 | -0.748 | -0.121 | -21.62 |
| -2.6 | -25.2 | -0.729 | -0.068 | -17.37 |
| -2.5 | 13.8 | -0.531 | -0.018 | -12.87 |
| -2.4 | 55.4 | -0.194 | -0.061 | -0.62 |
| -2.3 | 84.5 | 0.244 | -0.094 | 19.0 |
| -2.2 | 93.4 | 0.623 | -0.185 | 32.25 |
| -2.1 | 94.1 | 0.838 | -0.323 | 33.12 |
| -2.0 | 72.0 | 0.808 | -0.358 | 30.0 |
| -1.9 | 41.3 | 0.918 | -0.222 | 27.75 |
| -1.8 | 8.1 | 0.853 | -0.134 | 26.0 |
| -1.7 | -29.1 | 0.788 | -0.277 | 20.5 |
| -1.6 | -91.6 | 0.392 | -0.287 | 10.75 |
| -1.5 | -158.9 | -0.15 | -0.322 | -11.25 |
| -1.4 | -179.9 | -0.5 | -0.384 | -40.0 |
| -1.3 | -199.5 | -0.72 | -0.395 | -52.12 |
| -1.2 | -237.9 | -0.89 | -0.551 | -47.12 |
| -1.1 | -266.0 | -0.782 | -0.48 | -41.62 |
| -1.0 | -266.4 | -0.651 | -0.308 | -36.5 |
| -0.9 | -242.8 | -0.916 | -0.325 | -31.25 |
| -0.8 | -212.1 | -0.846 | -0.304 | -25.12 |
| -0.7 | -173.5 | -0.785 | -0.199 | -23.25 |
| -0.6 | -125.6 | -0.979 | -0.155 | -22.25 |
| -0.5 | -84.5 | -1.029 | -0.144 | -22.37 |
| -0.4 | -16.2 | -1.049 | -0.071 | -22.62 |
| -0.3 | 59.6 | -0.797 | -0.01 | -21.75 |
| -0.2 | 97.2 | -0.698 | -0.077 | -17.12 |
| -0.1 | 70.6 | -0.859 | -0.12 | -13.87 |
| 0.0 | 84.5 | -1.015 | -0.142 | -13.25 |

YAW + = CW
- = CCW



Pre-Crash Data -5 to 0 sec [2 samples/sec] (First Record)

| Times (sec) | Speed vehicle Indicated MPH [km/h] | Accelerator pedal, % full | Service brake, on/off | Engine RPM | ABS activity (engaged, non-engaged) | Stability control (engaged, non-engaged) | Traction Control via Brakes (engaged, non-engaged) | Traction Control via Engine (engaged, non-engaged) |
|-------------|------------------------------------|---------------------------|-----------------------|------------|-------------------------------------|--|--|--|
| -5.0 | 67.7 [109.0] | 23 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -4.5 | 69.0 [111.0] | 28 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -4.0 | 69.6 [112.0] | 28 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -3.5 | 69.6 [112.0] | 19 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -3.0 | 70.2 [113.0] | 14 | Off | 2,200 | non-engaged | non-engaged | non-engaged | non-engaged |
| -2.5 | 69.6 [112.0] | 0 | Off | 2,200 | non-engaged | engaged | non-engaged | non-engaged |
| -2.0 | 69.0 [111.0] | 0 | Off | 2,200 | non-engaged | engaged | non-engaged | non-engaged |
| -1.5 | 65.9 [106.0] | 6 | Off | 2,100 | non-engaged | engaged | non-engaged | non-engaged |
| -1.0 | 58.4 [94.0] | 0 | Off | 1,800 | non-engaged | engaged | non-engaged | non-engaged |
| -0.5 | 49.7 [80.0] | 0 | Off | 1,400 | non-engaged | engaged | non-engaged | non-engaged |
| 0.0 | 54.1 [87.0] | 87 | Off | 1,500 | non-engaged | engaged | non-engaged | non-engaged |



Pre-Crash Data -1 sec (First Record)

| | |
|---|-------------------|
| Ignition cycle, crash | 1.632 |
| Frontal air bag warning lamp, on/off | Off |
| Occupant size classification, front passenger (Child size Yes/No (Hex value)) | No (S08) |
| Safety belt status, driver | Driver Buckled |
| Seat track position switch, foremost, status, driver | Not Forward |
| Safety belt status, front passenger | Passenger Buckled |
| Brake Telltale | Off |
| ABS Telltale | Off |
| Stability Control Telltale | Flashing 2 Hz |
| Speed Control Telltale | Off |
| Powertrain Wrench Telltale | Off |
| Powertrain Malfunction Indicator Lamp (MIL) Telltale | Off |

**Deployment Data (First Record)**

| | |
|---|-----------------|
| Frontal airbag deployment, time to first stage deployment, driver (msec) | 47.5 |
| Frontal airbag deployment, time to 2nd stage, driver (msec) | 197.5 |
| Pretensioner (retractor) deployment, time to fire, driver (msec) | 47.5 |
| Frontal airbag deployment, time to first stage deployment, front passenger (msec) | 47.5 |
| Frontal airbag deployment, time to 2nd stage, front passenger (msec) | 197.5 |
| Pretensioner (retractor) deployment, time to fire, right front passenger (msec) | 47.5 |
| Maximum delta-V, longitudinal (MPH [km/h]) | -30.92 [-49.77] |
| Time, maximum delta-V longitudinal (msec) | 297 |
| Maximum delta-V, lateral (MPH [km/h]) | -4.83 [-7.77] |
| Time, maximum delta-V lateral (msec) | 232 |
| Left or center front, satellite Sensor discriminating deployment | Yes |
| Left or center, front satellite Sensor safing | Yes |
| Right, front satellite sensor safing | Yes |
| RCM, front sensor discriminating deployment | Yes |
| RCM, front sensor safing | Yes |
| Longitudinal Delta-V Time Zero Offset | 9.0 ms |
| Lateral Delta-V Time Zero Offset | 9.0 ms |



Faults Present at Start of Event (First Record)

No Faults Recorded



System Status at Time of Retrieval

| | |
|--|------------------|
| VIN as programmed into RCM at factory | 3FAHP0JGXC |
| Current VIN from PCM | 3FAHP0JGXC |
| Ignition cycle, download (first record) | 1,634 |
| Ignition cycle, download (second record) | 1,634 |
| Restraints Control Module Part Number | BE63-14B321-BD |
| Restraints Control Module Serial Number | 3076100200000000 |
| Restraints Control Module Software Part Number (Version) | BI.84-14C028-AB |
| Left/Center Frontal Restraints Sensor Serial Number | 15B14B9A |
| Left Side Restraint Sensor 1 Serial Number | 13714762 |
| Left Side Restraint Sensor 2 Serial Number | 15AB6F8B |
| Right Frontal Restraints Sensor Serial Number | 15B14BE7 |
| Right Side Restraint Sensor 1 Serial Number | B4334762 |
| Right Side Restraints Sensor 2 Serial Number | 15AB185D |

System Status at Event (First Record)

| | |
|--|---------------|
| Recording Status | Locked Record |
| Complete file recorded (yes/no) | Yes |
| Multi-event, number of events (1,2) | 1 |
| Time from event 1 to 2 (msec) | N/A |
| Lifetime Operating Timer at event time zero (seconds) | 2,011.420 |
| Key-on Timer at event time zero (seconds) | 3.895 |
| Vehicle voltage at time zero (Volts) | 13.851 |
| Energy Reserve Mode entered during event (Y/N) | No |
| Time Driver Frontal Satellite Sensor Lost Relative to Time Zero (msec) | 101.0 |



IMPORTANT NOTICE: Robert Bosch LLC and the manufacturers whose vehicles are accessible using the CDR System urge end users to use the latest production release of the Crash Data Retrieval system software when viewing, printing or exporting any retrieved data from within the CDR program. Using the latest version of the CDR software is the best way to ensure that retrieved data has been translated using the most current information provided by the manufacturers of the vehicles supported by this product.

CDR File Information

| | |
|--------------------------------------|--|
| User Entered VIN | 3FAHP0JGXC |
| User | |
| Case Number | |
| EDR Data Imaging Date | 05/03/2013 |
| Crash Date | 12/27/2012 |
| Filename | 3FAHP0JGXC ACM.CDRX |
| Saved on | Friday, May 3 2013 at 12:21:42 |
| Collected with CDR version | Crash Data Retrieval Tool 10.0.1 |
| Reported with CDR version | Crash Data Retrieval Tool 10.0.1 |
| EDR Device Type | Airbag Control Module |
| ACM Adapter Detected During Download | No |
| Event(s) recovered | locked frontal event unlocked event |

Comments

No comments entered.

The retrieval of this data has been authorized by the vehicle's owner, or other legal authority such as a court order or search warrant, as indicated by the CDR tool user on Friday, May 3 2013 at 12:21:42.

Data Limitations

Restraints Control Module Recorded Crash Events:

Deployment Events cannot be overwritten or cleared from the Restraints Control Module (RCM). Once the RCM has deployed any airbag device, the RCM must be replaced. The data from events which did not qualify as deployable events can be overwritten by subsequent events. The RCM can store up to two deployment events.

Airbag Module Data Limitations:

- Restraints Control Module Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced from the point of algorithm wake up. It is not the speed the vehicle was traveling before the event. Note that the vehicle speed is recorded separately five seconds prior to algorithm wake up. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change.
- Event Recording Complete will indicate if data from the recorded event has been fully written to the RCM memory or if it has been interrupted and not fully written.
- If power to the Airbag Module is lost during a crash event, all or part of the crash record may not be recorded.
- For 2011 Ford Mustangs, the Steering Wheel Angle parameter indicates the change in steering wheel angle from the previously recorded sample value and does not represent the actual steering wheel position.

Airbag Module Data Sources:

- Event recorded data are collected either INTERNALLY or EXTERNALLY to the RCM.
 - INTERNAL DATA is measured, calculated, and stored internally, sensors external to the RCM include the following:
 - > The Driver and Passenger Belt Switch Circuits are wired directly to the RCM.
 - > The Driver's Seat Track Position Switch Circuit is wired directly to the RCM.
 - > The Side Impact Sensors (if equipped) are located on the side of vehicle and are wired directly to the RCM.
 - > The Occupant Classification Sensor is located in the front passenger seat and transmits data directly to the RCM on high-speed CAN bus.
 - > Front Impact Sensors (right and left) are located at the front of vehicle and are wired directly to the RCM.
 - EXTERNAL DATA recorded by the RCM are data collected from the vehicle communication network from various sources such as Powertrain Control Module, Brake Module, etc.

02007_RCM-RC6_r002

3FAHP0JGXC

Page 1 of 24

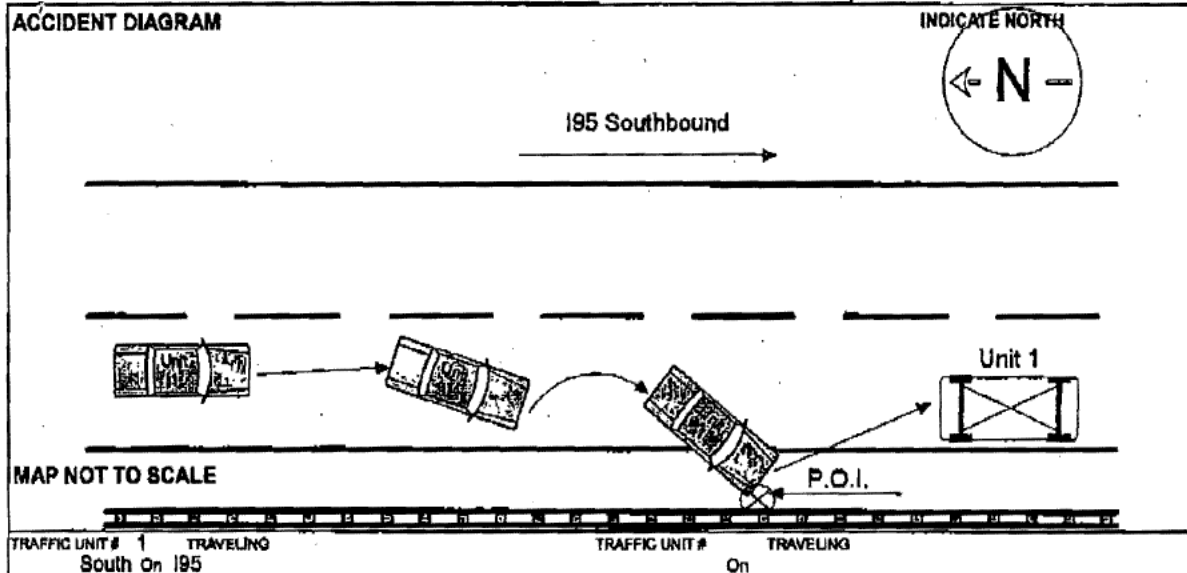
Printed on: Wednesday, May 8 2013 at 13:48:11

FORM PR-1

Page # 2 of 2

Police Case Number

063h0



Vehicle #1 was travelling I95 southbound approaching the Flat Rock Hill Rd. overpass in the town of Old Lyme. Operator #1 lost control of her vehicle and struck the metal beam guardrail (POI #1) located in the right shoulder. Vehicle #1 then flipped onto it's roof and came to an uncontrolled position of final rest in the right shoulder.

Operator #1 stated that she was traveling south on I95 in the right lane and then for some unknown reason, she lost control of her vehicle and struck the guardrail. According to operator #1, after she struck the guardrail, her vehicle rolled over onto it's roof. Both occupants suffered minor abrasions due to seatbelt usage and airbag deployment. Both were transported to the Shoreline Clinic, Essex, where they were treated and released. The physical evidence at the scene consisted of approximately 50 ft. of metal beam guardrail damage. Vehicle #1 suffered heavy damage to the entire vehicle due to the rollover type accident. The evidence on the roadway consisted of yaw marks beginning in the right lane, extending in a clockwise direction, leading to the point of impact with the guardrail. The operator's statement was consistent with the evidence observed at the scene. Based on the above, operator #1 was issued a written warning for Failure to Drive in the Established Lane (14-236).

| | | | | | | | |
|--|---|--------------------|--|---------------------------|------------------------------|-----------------------------------|--|
| DAMAGE TO PROPERTY OTHER THAN INVOLVED VEHICLES | 1. DESCRIBE THE NATURE AND EXTENT OF PROPERTY DAMAGE Approximately 50 ft. of metal beam guardrail damage | | | | | | |
| | NAME AND ADDRESS OF PROPERTY OWNER State of CT DOT [redacted] Newington, CT [redacted] | | | | | | |
| | 2. DESCRIBE THE NATURE AND EXTENT OF PROPERTY DAMAGE | | | | | | |
| NAME AND ADDRESS OF PROPERTY OWNER | | | | | | | |
| RANK AND SIGNATURE OF INVESTIGATING OFFICER /RTPR GARY WINGLIS/ | | OFFICER ID 0424 | POLICE AGENCY IDENTIFICATION Connecticut State Police | REPORT DATE 11/27/2012 | CASE STATUS PR-1 (closed) | SUPERVISOR /SGT JOHN H MESHAM/ | |

14-030

Mar. 11. 2013 2:43PM

No. 0323 P. 3

| CONNECTICUT UNIFORM POLICE ACCIDENT REPORT | | | | | | | | | | FORM PR-1 REV.01/01 | |
|--|--|--|--|--|--|--|--|--|--|---|--|
| GPS READINGS: Latitude: 41.322615 | | | | | | | | | | | |
| Time: 00:00 Longitude: -72.25847 | | | | | | | | | | | |
| DATE OF ACCIDENT: 1/02/2012 MILITARY TIME: 1214 ACCIDENT SEVERITY: <input checked="" type="checkbox"/> Fatal <input checked="" type="checkbox"/> Injury <input type="checkbox"/> PDO # VEHICLES INVOLVED: 1 PAGE #: 1 of 2 POLICE CASE NUMBER: [REDACTED] | | | | | | | | | | FOR DOT USE ONLY | |
| TOWN OR CITY NAME: Old Lyme | | | | | | | | | | TOWN CODE: T105 | |
| ACCIDENT OCCURRED ON: 195 S/B X71-X70 at | | | | | | | | | | AT ITS INTERSECTION WITH: [REDACTED] | |
| IF NOT AT INTERSECTION: 1. MEASURE DISTANCE: 1.00 | | | | | | | | | | 2. DIRECTION: North East | |
| 3. NAME OF NEAREST INTERSECTING STREET, TOWN LINE OR MILE MARKER: of Flat Rock Hill Rd. Overpass | | | | | | | | | | Accident Occurred: <input type="checkbox"/> On Private Property <input type="checkbox"/> Parking Lot | |
| TRAFFIC UNIT # 1 <input checked="" type="checkbox"/> Vehicle <input type="checkbox"/> Pedestrian <input type="checkbox"/> Non-Contact Vehicle | | | | | | | | | | TRAFFIC UNIT # <input type="checkbox"/> Vehicle <input type="checkbox"/> Pedestrian <input type="checkbox"/> Non-Contact Vehicle | |
| OPERATOR # 1 or PEDESTRIAN NAME (Last, First, Middle Initial): [REDACTED] | | | | | | | | | | OPERATOR # or PEDESTRIAN NAME (Last, First, Middle Initial): [REDACTED] | |
| ADDRESS (Street Number and Name): [REDACTED] | | | | | | | | | | ADDRESS (Street Number and Name): [REDACTED] | |
| CITY OR TOWN: SOMERVILLE STATE: MA ZIP CODE: [REDACTED] SEX: [REDACTED] | | | | | | | | | | CITY OR TOWN: STATE: ZIP CODE: SEX: [REDACTED] | |
| OPERATOR LICENSE #: [REDACTED] STATE: MA | | | | | | | | | | OPERATOR LICENSE #: [REDACTED] STATE: [REDACTED] DATE OF BIRTH: [REDACTED] | |
| OWNER'S NAME (Enter SAME if Owner is Operator): Hertz Vehicles LLC | | | | | | | | | | OWNER'S NAME (Enter SAME if Owner is Operator): [REDACTED] | |
| ADDRESS (Street Number and Name): 900 Doremus Ave | | | | | | | | | | ADDRESS (Street Number and Name): [REDACTED] | |
| CITY OR TOWN: Port Newark STATE: NJ ZIP CODE: 07114 BODY TYPE: 4DR | | | | | | | | | | CITY OR TOWN: STATE: ZIP CODE: BODY TYPE: [REDACTED] | |
| REGISTRATION #: [REDACTED] STATE: NJ VEHICLE YEAR AND MAKE: 2012 FORD | | | | | | | | | | REGISTRATION #: STATE: VEHICLE YEAR AND MAKE: [REDACTED] | |
| VEHICLE IDENTIFICATION NUMBER: 3F[A]H[P]0J[G]X[C]R [REDACTED] | | | | | | | | | | VEHICLE IDENTIFICATION NUMBER: [REDACTED] | |
| CARRIER NAME: [REDACTED] | | | | | | | | | | CARRIER NAME: [REDACTED] | |
| CARRIER ADDRESS (#, Street, City or Town, State, Zip Code): [REDACTED] | | | | | | | | | | CARRIER ADDRESS (#, Street, City or Town, State, Zip Code): [REDACTED] | |
| SOURCE OF CARRIER NAME: <input type="checkbox"/> Shipping Papers/Trip Manifest <input type="checkbox"/> Driver <input type="checkbox"/> Side of Vehicle <input type="checkbox"/> USDOT # <input type="checkbox"/> ICCMC # | | | | | | | | | | SOURCE OF CARRIER NAME: <input type="checkbox"/> Shipping Papers/Trip Manifest <input type="checkbox"/> Driver <input type="checkbox"/> Side of Vehicle <input type="checkbox"/> USDOT # <input type="checkbox"/> ICCMC # | |
| GROSS VEHICLE WEIGHT: [REDACTED] HAZARDOUS MATERIAL PLACARD REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No 4 Digit # | | | | | | | | | | GROSS VEHICLE WEIGHT: [REDACTED] HAZARDOUS MATERIAL PLACARD REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No 4 Digit # | |
| RATING #: [REDACTED] DISPLAYED? <input type="checkbox"/> Yes <input type="checkbox"/> No 1 Digit # | | | | | | | | | | RATING #: [REDACTED] DISPLAYED? <input type="checkbox"/> Yes <input type="checkbox"/> No 1 Digit # | |
| HAZARDOUS CARGO: RELEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Arrest <input checked="" type="checkbox"/> Written Warning <input type="checkbox"/> Verbal Warning | | | | | | | | | | HAZARDOUS CARGO: RELEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Arrest <input type="checkbox"/> Written Warning <input type="checkbox"/> Verbal Warning | |
| STATUTE OR ORDINANCE #S: 14-238 SUBJECT OF ACTION: <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Carrier <input type="checkbox"/> Owner <input type="checkbox"/> Pedestrian | | | | | | | | | | STATUTE OR ORDINANCE #S: SUBJECT OF ACTION: <input type="checkbox"/> Operator <input type="checkbox"/> Carrier <input type="checkbox"/> Owner <input type="checkbox"/> Pedestrian | |
| AUTOMOBILE INSURANCE - NAME - POLICY #: HERTZ VEHICLES LLC SELF-INSURED | | | | | | | | | | AUTOMOBILE INSURANCE - NAME - POLICY #: [REDACTED] | |
| PARTS OF VEHICLE DAMAGED: [REDACTED] | | | | | | | | | | PARTS OF VEHICLE DAMAGED: [REDACTED] | |
| VEHICLE TOWED TO: DAN & BILLS <input type="checkbox"/> TOWED DUE TO DAMAGE | | | | | | | | | | VEHICLE TOWED TO: [REDACTED] <input type="checkbox"/> TOWED DUE TO DAMAGE | |

| L | M | N | TRAFFIC UNIT # | OPERATOR OR PEDESTRIAN # | Date of Birth | O | P | Q |
|---|---|---|----------------|---|---------------|---|---|---|
| 1 | 1 | B | 01 | | | 4 | 1 | 1 |
| 2 | | | | | | | | 2 |
| 3 | 1 | B | 03 | Heebink, Kelsey 1737 Nw 66th St SEATTLE, WA 98107 | 06/08/83 | 4 | 1 | 3 |
| 4 | | | | | | | | 4 |
| 5 | | | | | | | | 5 |
| 6 | | | | | | | | 6 |
| 7 | | | | | | | | 7 |
| 8 | | | | | | | | 8 |

Taylor, Alma (A.)

From: Ada L Priddy <apriddy@hertz.com>
Sent: Wednesday, April 10, 2013 2:41 PM
To: Taylor, Alma (A.)
Subject: 02-2012-21895 [REDACTED] defect

Hi Alma,

Our maintenance records can not be provided prior to the inspection.

Please schedule the inspection on the [REDACTED] claim for the Ford Fusion NJ l/p: L33BVV and provide me with the date of the inspection. I will then send out the authorizations to enter the Hertz lot.

Please do not schedule the inspection of the [REDACTED] claim until I get back to you.
claim [REDACTED]

Thank you,

Ada L Priddy
Examiner
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA
Phone: 201-307-5872 | Fax: 866-777-9439
apriddy@hertz.com | www.hertz.com

This message (including attachments) may contain information that is privileged, confidential or protected from disclosure. If you are not the intended recipient, you are hereby notified that dissemination, disclosure, copying, distribution or use of this message or any information contained in it is strictly prohibited. If you have received this message in error, please immediately notify the sender by reply e-mail and delete this message from your computer. Although we have taken steps to ensure that this e-mail and attachments are free from any virus, we advise that in keeping with good computing practice the recipient should ensure they are actually virus free.



5

6

Taylor, Alma (A.)

From: Taylor, Alma (A.)
Sent: Friday, April 12, 2013 7:40 AM
To: 'Ada L Priddy'
Subject: RE: 02-2012-21895 [REDACTED] defect

Hello Ada,

There are liability concerns that prevent any Ford personal from working outside of a Ford dealership. However, if the RCM electrical connectors are accessible, anyone with the capacity to utilize the Bosch Crash Data Retrieval tool can download the RCM Crash Data. If Hertz chooses to hire someone to download the RCM Crash Data, Ford Motor Company requests a copy of the report.

Alma Taylor
Claims Analyst
Legal Analyst- Office of the General Counsel-
Product Claims

Phone: 313 317-1862
Fax: 888 683-9898

PRIVILEGED AND CONFIDENTIAL

This email contains privileged and confidential communications.
If you received it in error, please delete it immediately and notify the sender.

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

From: Ada L Priddy [<mailto:apriddy@hertz.com>]
Sent: Thursday, April 11, 2013 9:12 AM
To: Taylor, Alma (A.)
Subject: RE: 02-2012-21895 goldmacher defect

Good morning Alma,

One question. Our vehicle is not in any condition to be moved to a dealership. Can the download be completed at the location where the vehicle is being stored?

Ada L Priddy
Examiner
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA
Phone: 201-307-5872 | Fax: 866-777-9439
apriddy@hertz.com | www.hertz.com

Taylor, Alma (A.)

From: Ada L Priddy <apriddy@hertz.com>
Sent: Wednesday, April 10, 2013 3:20 PM
To: Taylor, Alma (A.)
Subject: RE: 02-2012-21895 [REDACTED] defect

Alma,

I did not know you sent this request to our maintenance person. I will follow up with this request.

Ada L Priddy
Examiner
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA
Phone: 201-307-5872 | Fax: 866-777-9439
apriddy@hertz.com | www.hertz.com

From: "Taylor, Alma (A.)" <ataylo29@ford.com>
To: Ada L Priddy <apriddy@hertz.com>
Date: 04/10/2013 03:00 PM
Subject: RE: 02-2012-21895 [REDACTED] defect

Hello Ada,

Our office has not received a response from Hertz regarding our request to download the RCM. Hopefully, the RCM Crash Data information will be helpful in determining if a vehicle inspection is warranted. Please advise.

Alma Taylor
Claims Analyst
Legal Analyst- Office of the General Counsel-
Product Claims

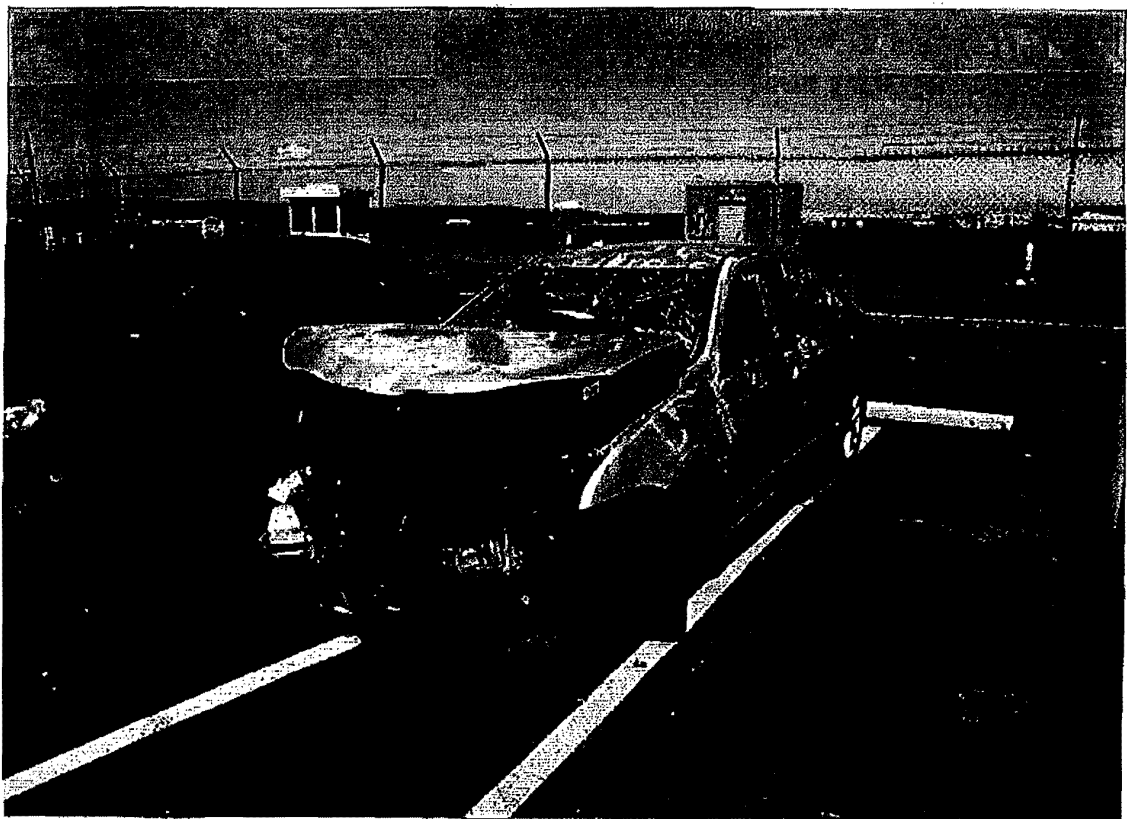
Phone: 313 317-1862
Fax: 888 683-9898

PRIVILEGED AND CONFIDENTIAL

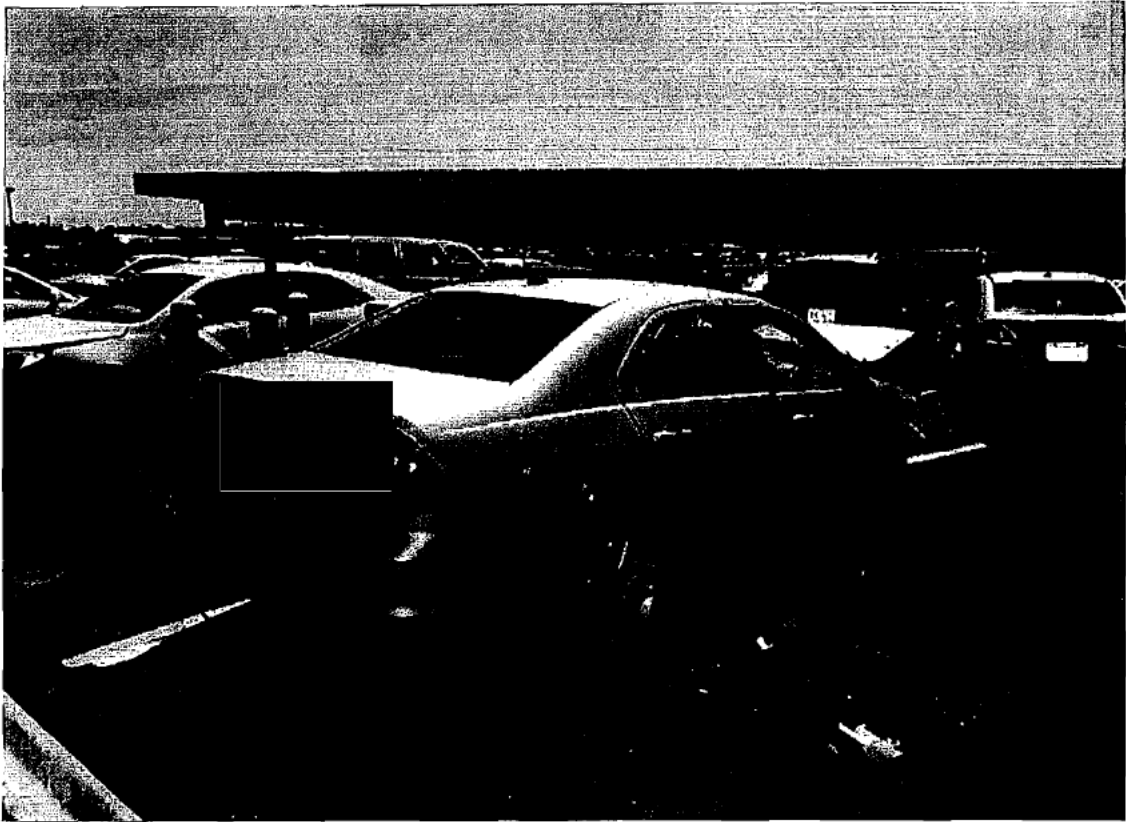
This email contains privileged and confidential communications.
If you received it in error, please delete it immediately and notify the sender.



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4

Taylor, Alma (A.)

From: Taylor, Alma (A.)
Sent: Thursday, March 28, 2013 9:45 AM
To: 'Douglas R Gagnon'
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXCRC[REDACTED]
Attachments: Document.pdf

Hello Douglas,

Our office is requesting the Restraint Control Module (RCM) from this vehicle. Please review the attached documents. Thanks

Alma Taylor

Claims Analyst
Legal Analyst- Office of the General Counsel-
Product Claims

Phone: 313 317-1862

Fax: 888 683-9898

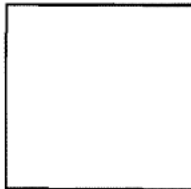
PRIVILEGED AND CONFIDENTIAL

This email contains privileged and confidential communications.

If you received it in error, please delete it immediately and notify the sender.

From: Douglas R Gagnon [<mailto:DGagnon@hertz.com>]
Sent: Sunday, March 24, 2013 10:17 AM
To: Taylor, Alma (A.)
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXCRC[REDACTED]

hope these work for you
Douglas R. Gagnon
Maintenance Manager
Hertz 860-386-2222
Bradley International Airport
Windsor Locks CT 06096



Douglas R Gagnon
Maintenance Mgr

Hertz | Bradley Airport, Windsor Locks, CT 06096 USA
Phone: 860 3862222 | Fax: 860 3862253 | Mobile: 860 818 0334
dgagnon@hertz.com | www.hertz.com

This message (including attachments) may contain information that is privileged, confidential or protected from disclosure. If you are not the intended recipient, you are hereby notified that dissemination, disclosure, copying, distribution or use of this message or any information contained in it is strictly prohibited. If you have received this message in error, please immediately notify the sender by reply e-mail and delete this message from your computer. Although we have taken steps to ensure that this e-mail and attachments are free from any virus, we advise that in keeping with good computing practice the recipient should ensure they are actually virus free.

From: "Taylor, Alma (A.)" <ataylo29@ford.com>
To: "DGAGNON@HERTZ.COM" <DGAGNON@hertz.com>
Date: 03/22/2013 11:03 AM
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXR [REDACTED]

Hello Doug,

I hope all is well.

As requested, here's my email address.

Alma Taylor

Claims Analyst
Legal Analyst- Office of the General Counsel-
Product Claims

Phone: 313 317-1862

Fax: 888 683-9898

PRIVILEGED AND CONFIDENTIAL
This email contains privileged and confidential communications.
If you received it in error, please delete it immediately and notify the sender.

Taylor, Alma (A.)

From: Douglas R Gagnon <DGagnon@hertz.com>
Sent: Sunday, March 24, 2013 10:17 AM
To: Taylor, Alma (A.)
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXC[REDACTED]
Attachments: IMG_3788.JPG; IMG_3784.JPG; IMG_3785.JPG; IMG_3786.JPG; IMG_3787.JPG

hope these work for you
Douglas R. Gagnon
Maintenance Manager
Hertz 860-386-2222
Bradley International Airport
Windsor Locks CT 06096



Douglas R Gagnon
Maintenance Mgr

Hertz | Bradley Airport, Windsor Locks, CT 06096 USA
Phone: 860 3862222 | Fax: 860 3862253 | Mobile: 860 818 0334
dgagnon@hertz.com | www.hertz.com

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From: "Taylor, Alma (A.)" <ataylor29@ford.com>
To: "DGAGNON@HERTZ.COM" <DGAGNON@hertz.com>
Date: 03/22/2013 11:03 AM
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXC[REDACTED]

Hello Doug,

I hope all is well.

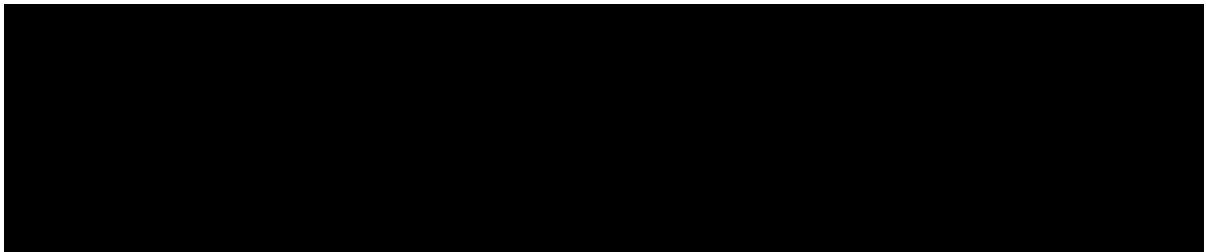
As requested, here's my email address.

Alma Taylor
Claims Analyst









Malaney, Linda (L.)

From: Hull, Michelle (M.K.)
Sent: Monday, March 01, 2010 8:54 AM
To: Malaney, Linda (L.); Taylor, Alma (A.)
Cc: 'd-corre1@dealeremail.com'
Subject: FW: Dealer/Fleet Request For OGC Review

FORD MOTOR COMPANY
RECEIVED
CLAUDE L. JONES
MAR 01 2010
OFFICE OF THE
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

Please open and assign to Alma. Thanks

From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Saturday, February 27, 2010 5:21 PM
To: Ordcalp, F (F.)
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: SOUTH BAY FORD
Requesting Dealer/Fleet: SOUTH BAY FORD
Contact Person: DINO CORREA
Title: SERVICE MANAGER
Address: 5100 W. ROSECRANS AVE.
Telephone: 310-629-0837
Email Address: d-corre1@dealeremail.com
PA Code: 00359
Region: LA
City: HAWTHORNE
Dealer State: CA
Fax Number: 310-706-6105
WSD: 08/06/2009
Vehicle Year: 2010
Vehicle Model: FUSION
Vehicle VIN: 3FAHP0HA8AR [REDACTED]
Mileage: 9060
Customer/Fleet Name: [REDACTED]
Street Address: [REDACTED]
City: HAWTHORNE
State: California
Zip Code: [REDACTED]

3/1/2010

PE14-030 000257LC

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: 99 - All Regions

Incident Involves: Accident

Date of Incident: 02/26/2010

County in which incident occurred: LA

Is Alleging Defect: Yes

Alleging defect detail: CUSTOMER STATES ENGINE STARTED REVIVING BUT WOULD NOT GO LOST STEERING WHEN TRYING TO PULL OVER WAS HIT BY A SEMI TRUCK

Police Report Filed: No

Insurance Company Contacted: N

Coach Builder State: AK - Alaska

Vehicle Location: 5100 W. ROSECRANS AVE. HAWTHORNE CA 90250

Resolution Sought Detail: REPAIR VEHICLE REPAIR DAMAGE

Comments: DINO CORREA SERVICE MANAGER WILL START MY VACATION ON 3-3-10 I WILL NOT RETURN TILL 3-9-10 YOU CAN CONTACT RON KIEPKE PARTS & SERVICE DIRECTOR AT 310-706-6101

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

3/1/2010

PE14-030 000258LC

5100 W. Rosecrans Avenue
Hawthorne, CA 90250
(310) 706-6100
www.southbayford.com



WE ACCEPT:
VISA
MASTERCARD
AMERICAN EXPRESS
&
DISCOVER

NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS

| | | | | |
|-------------------------------|--|----------------------------------|---------------------------------|----------------------------------|
| CUSTOMER NO. 526256 | ADV/SOR RON STAYER | YAD NO. 900 3467 | INVOICE DATE 04/06/10 | INVOICE NO. FOCB232882 |
| | LABOR RATE | LICENSE NO. NEW | MILEAGE 9,060 | COLOR WHT PLAT ME |
| | YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | DELIVERY DATE 08/06/09 | DELIVERY MILES 9 | |
| | VEHICLE I.D. NO. 3 FAHP0HA8AR | SELLING DEALER NO. | PRODUCTION DATE | |
| | F.T.C. NO. | P.O. NO. | R.O. DATE 04/01/10 | |
| COMMENTS E# 99A | | | | |

JOB# 1 CHARGES

LABOR

J# 1 01F0Z-MISC1 MISC TECH(S):804
CUSTOMER STATES THAT TRANSMISSION IS JERKY
REFLASH PCM, PERFORMED KOEO SELF TEST, PASSED FLUID LEVEL LOW
CONDITION GOOD.
RESET FLUID LEVEL, REPROGRAMED PCM TO LATEST CALIBRATION.
CHECKED VEHICLE FROM UNDERNEATH FOR SIGNS OF LEAKS, NO LEAKS.
TEST DROVE VEHICLE 16 MILES VEHICLE OPERATE AS IT WAS DESIGN

WARRANTY

SERVICE DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
7:00 AM - 4:00 PM SATURDAY

PARTS DEPARTMENT HOURS:
7:30 AM - 6:00 PM MON - FRI
7:00 AM - 4:00 PM SATURDAY

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
|---------------|-----|-----------|-------------------|------------|----------|
| | 1 | XT-10-QLV | OIL - AUT XT-10-Q | | 0.00 |
| TOTAL - PARTS | | | | | 0.00 |

| SUBLET | PO# | VEND INV# | INV DATE | DESCRIPTION | WARRANTY |
|----------------|--------|-----------|----------|-------------|----------|
| | 135920 | 796413 | 04/03/10 | WASH | 10.00 |
| TOTAL - SUBLET | | | | | 10.00 |

| MISC | CODE | DESCRIPTION | CONTROL NO | WARRANTY |
|--------------|------|--------------------|------------|----------|
| | | WASH COMP CAR WASH | | -10.00 |
| TOTAL - MISC | | | | -10.00 |

JOB# 1 TOTALS

| | |
|--------|--------|
| SUBLET | 10.00 |
| MISC | -10.00 |

| | | |
|----------------------------|--------------|------|
| JOB# 1 JOURNAL PREFIX FOCB | JOB# 1 TOTAL | 0.00 |
|----------------------------|--------------|------|

TOTALS

* [] CASH [] CHECK CK NO. [] *
* [] VISA [] MASTERCARD [] DISCOVER *
* [] AMER XPRESS [] OTHER [] CHARGE *

| | |
|-----------------|--------|
| TOTAL LABOR | 0.00 |
| TOTAL PARTS | 0.00 |
| TOTAL SUBLET | 10.00 |
| TOTAL G.O.G. | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | -10.00 |
| TOTAL TAX | 0.00 |

| | |
|------------------|------|
| TOTAL INVOICE \$ | 0.00 |
|------------------|------|

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

ALL PARTS ARE NEW
UNLESS OTHERWISE
SPECIFIED RM =
REBUILT PARTS. SEE
LAST DIGIT OF
PART NUMBER FOR RM

5100 W. Rosecrans Avenue
Hawthorne, CA 90250
(310) 706-6100
www.southbayford.com



NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS

WE ACCEPT:
VISA
MASTERCARD
AMERICAN EXPRESS
&
DISCOVER

| | | | | | |
|--|--|-------------------------------|------------------|------------------------|------------------------|
| CUSTOMER NO. 526256 | | ADVISOR DINO | TAG NO. 601 3467 | INVOICE DATE 04/06/10 | INVOICE NO. FOCB229317 |
| LABOR RATE | | LICENSE NO. NEW | MILEAGE 9,060 | COLOR WHT PLAT ME | STOCK NO. J10083 |
| YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN I4 SE FWD | | VEHICLE I.D. NO. 3 FAHP0HA8AR | | DELIVERY DATE 08/06/09 | DELIVERY MILES 9 |
| RESIDENCE PHONE | | BUSINESS PHONE | | SELLING DEALER NO. | PRODUCTION DATE |
| COMMENTS E# 99A | | R.O. DATE 02/27/10 | | | |

CELL: [REDACTED]

JOB# 1 CHARGES-----

LABOR-----

J# 1 01FOZ-MISC1 MISC TECH(S):601 WARRANTY

CUSTOMER STATES THAT ENGINE STALLED WHILE DRIVING AND WHEN A CCEL ENGINE WOULD OVER RAY AND WOULD NOT STEER TO RIGHT INSPECTION ONLY

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX FOCB JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----

J# 2 01FOZ-MISC2 MISC TECH(S):601 WARRANTY

CUSTOMER STATES THAT ENGINE WILL NOT CRANK INTERMITTENTLY INSPECTION ONLY

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOCB JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION-----

601 DINO 1879

TOTALS-----

| | |
|------------------|------|
| TOTAL LABOR.... | 0.00 |
| TOTAL PARTS.... | 0.00 |
| TOTAL SUBLET.... | 0.00 |
| TOTAL G.O.G.... | 0.00 |
| TOTAL MISC CHG. | 0.00 |
| TOTAL MISC DISC | 0.00 |
| TOTAL TAX..... | 0.00 |

TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE_____

SERVICE DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
7:00 AM - 4:00 PM SATURDAY

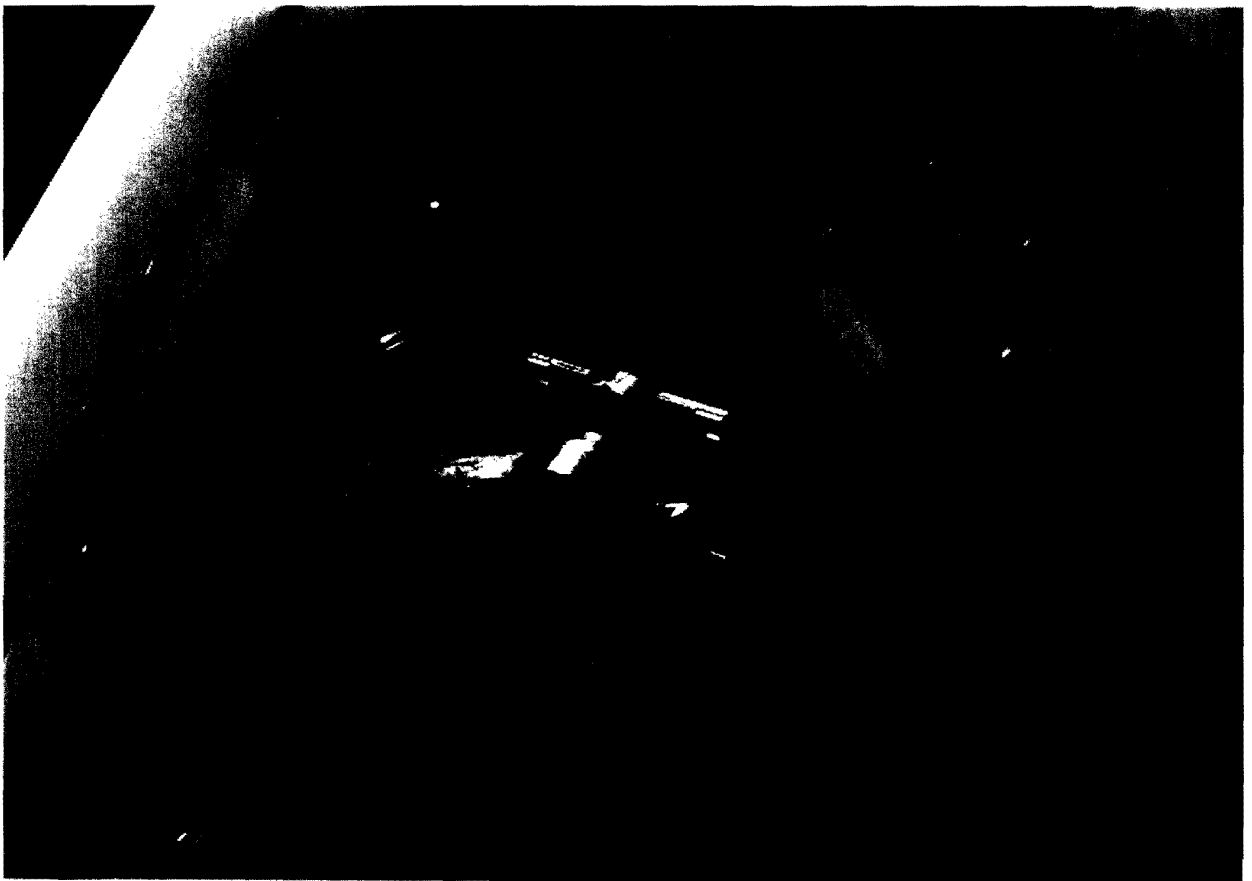
PARTS DEPARTMENT HOURS:
7:30 AM - 6:00 PM MON - FRI
7:00 AM - 4:00 PM SATURDAY

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

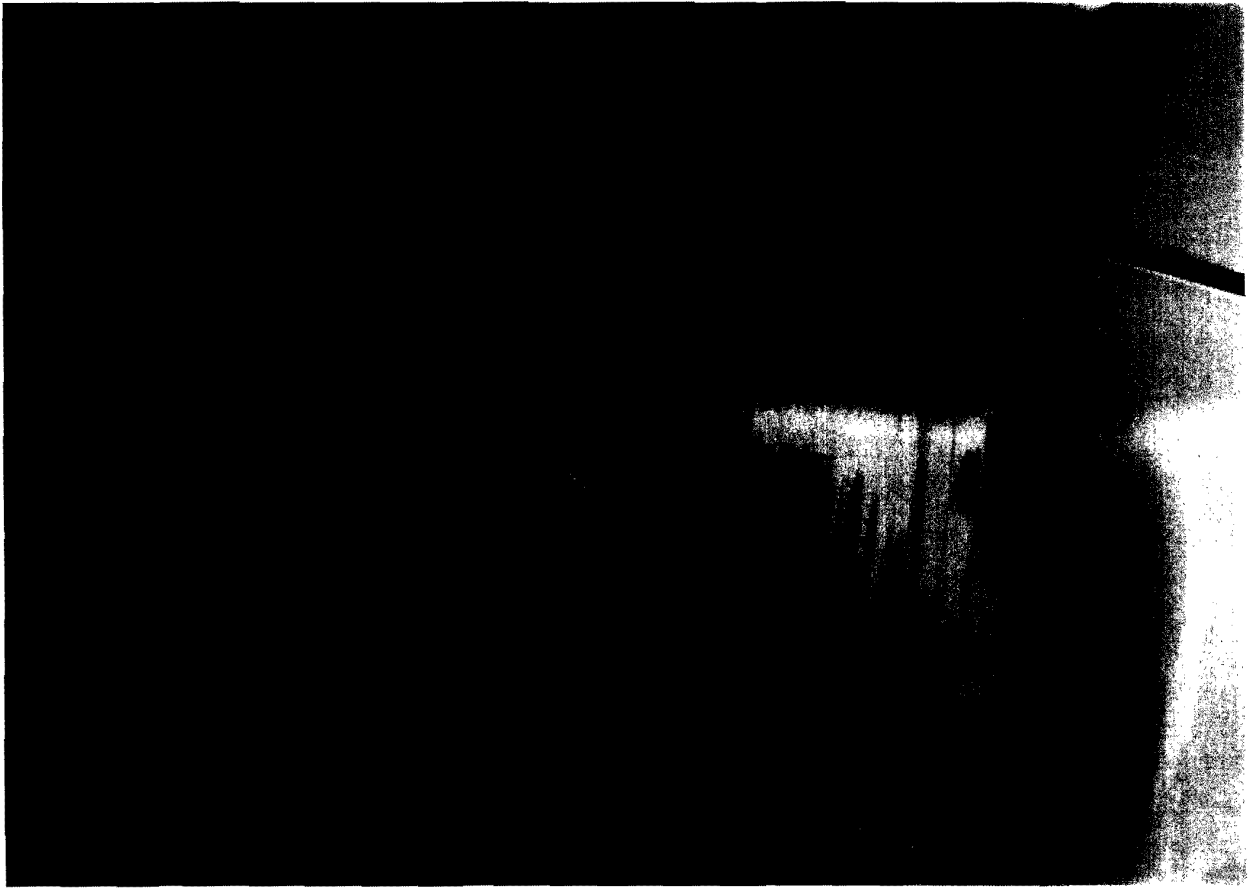
THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

ALL PARTS ARE NEW
UNLESS OTHERWISE
SPECIFIED RM =
REBUILT PARTS. SEE
LAST DIGIT OF
PART NUMBER FOR RM

B.A.R. # ARD 225596 • E.P.A. # CAR 00141218
The Reynolds and Reynolds Company • Hawthorne • 90250 • 310-706-6100











Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone:
Address: [REDACTED] HAWTHORNE CA [REDACTED]
Country: USA Language: EN
Cell Phone: Pager:
Preferred Contact method: Fax:
Preferred Contact Time: Email: [REDACTED]

Ford Confidential

| Vehicle List | | | |
|---|------------------------------------|---|--|
| VIN | Year Model | Sales Type | Owner Status Vehicle Info |
| 3FAHP0HA8AR[REDACTED] | 2010 FUSION No Open Issues | RETAIL SALE TO PRIVATE INDIVIDUAL | Original Owner Oasis Warranty History |
| 4M2CU87G29K[REDACTED] | 2009 MARINER No Open Issues | RETAIL SALE TO PRIVATE INDIVIDUAL | Original Owner Oasis Warranty History |
|  1FMFU19576L[REDACTED] | 2006 EXPEDITION No Open Issues | RETAIL SALE TO PRIVATE INDIVIDUAL | Original Owner Oasis Warranty History |
|  4M2ZU66K73Z[REDACTED] | 2003 MOUNTAINEER No Open Issues | RETAIL SALE TO PRIVATE INDIVIDUAL | Original Owner Oasis Warranty History |
|  5LMFU27RX3L[REDACTED] | 2003 NAVIGATOR No Open Issues | SALE TO AN INDIVIDUAL UNDER THE A OR Z PLAN | Original Owner Oasis Warranty History |
|  5LMEU27A6YL[REDACTED] | 2000 NAVIGATOR No Open Issues | RCL LEASED TO AN INDIVIDUAL | Original Owner Oasis Warranty History |
| 1FAFP4045W[REDACTED] | 1998 MUSTANG No Open Issues | RETAIL SALE TO PRIVATE INDIVIDUAL | Original Owner No Oasis No Warranty History |

Ford Confidential

Report Applies to Country Code: USA

OASIS RESULT:

3FAHP0HA8AR

USA
EN03/10/2010
14:37:34
FCXWS447

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VEHICLE INFORMATION**VEHICLE DESCRIPTION**
2010 FUSION**TRANSMISSION**
6 SPEED AUTO 6F MID**PAINT COLOR**
WHITE PLATINUM TRI-COAT**AXLE RATIO**
3.066 FINAL DRIVE RATIO**SYNC VERSION**
V2**BODY STYLE**
SE FWD**AXLE CODE**
30**RADIO**
SINGLE CD/MP3 RADIO**WHEEL SIZE**
7 X 17 STEEL WHEEL**VHR ACTIVATED**
N**ENGINE**
2.5L DOHC**ENGINE CALIBRATION**
ADE1F40A**GROSS VEHICLE WEIGHT**
4389 LB. GVW**FRONT TIRE**
P225/50VR 17**WARNING MESSAGES**

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

ARN MESSAGES**GENERAL WARRANTY INFORMATION****WARRANTY START DATE**
08/06/2009**BUILD DATE**
07/24/2009**SALE MILEAGE****OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES0968 - USA 2009 NEW 60/75K PREM MAINT(M&W) 7.5K INTERVAL
STANDARD DEDUCTIBLE: 0 USD

OWNER NAME:

OPTIONS:

EXPIRATION DATE: 08/06/2014

DISTANCE: 76,000

RENTAL: 0 UP TO 0 DAYS

TOWING: 0 USD

CONTRACT SOLD BY: USA 00359

ESP CONTRACT START DATE: 08/06/2009

OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY

For competitive make ESP part verification [click here](#)**WARRANTY REPAIR HISTORY**

12/01/2009

DEALER: South Bay Ford Lincoln Mercury

WARRANTY CLAIM NUMBER:

ODOMETER: 004746M

| PART NUMBER | PART DESCRIPTION | QUANTITY | LABOR OP | CONDITION CODE | CONDITION DESC |
|-------------|----------------------|----------|----------|----------------|-----------------------------|
| 1S7Z 6731DA | ELEMENT ASY OIL FILT | 001 | MB7500 | 82 | FREIGHT/POSTAGE/MAINTENANCE |
| XO 5W20QSP | | 005 | MULTI | | |

3FAHP0HA8AR [REDACTED]

Page 2 of 2

| | | | | | |
|--|---------------------|-----|--|--|--|
| MAINT | VEHICLE MAINTENANCE | 000 | | | |
| FRONT BRAKES 10MM REAR 8MM PERFORMED 7.5K SERVICE AS PER MANUFACTURE SPEC . CHANGED OIL AND FILTER, ROTATED TIRES, PERFORMED MULTI POINT INSPECTION. | | | | | |

[Click Here for Full Warranty History](#)

END OF OASIS REPORT FOR 3FAHP0HA8AR [REDACTED]

Server: AWS Prod

Claims loaded through: 09-MAR-2010

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 3FAHP0HA8AR1 [REDACTED] Veh Line: C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-10] Body Shell: *
 Model Year: 2010 Market Derived: F - FORD Navis Eng Serial No: 170709064012
 Veh Type: C Drive Code: C/A - 2 WHL L/H FRONT DRIVE Engine: C/SB - 2.5L DOHC PFI 170HP DURATEC IIE
 Inv. Dealer: * Body Cab Style: - 4 DOOR SEDAN-4 LITE Transmission: C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
 Vehicle Status Code: 800 Version/Series: * - [N/A]
 Trace Eng Serial No:
 -----1-----2-----3-----4-----5-----6-----7-----8
 E1111 170709064012 OG 316 AA
 Trace Trans Serial No:
 A4932 14070991951452159E5P 7000 MA 15

BUILD INFORMATION:

Region: NA Plant: A3 - HERMOSILLO PLANT BUILD
 Country: MEX Prod Date: 24-JUL-2009

SALE INFORMATION:

Region: NA Selling Dealer [code]: SOUTH BAY FORD LINCOLN MERCURY [171018 - *]
 Country: USA Selling Dlr St/Prov: CA
 Buyer St/Prov: *
 Arrival Date: 03-AUG-2009 Red Carpet Lease: *
 Sale Date: 06-AUG-2009 Fleet/Retail/Co. Lease: R
 Warranty Start Date: 06-AUG-2009 Modified Vehicle: * Vehicle Count Flag: Y
 Orig Warranty Date: 06-AUG-2009 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0
 POHAR182923YB 3 A F 2 19F8156 GF E 2 W 7DS U J 2FF SMB 371A018 2V UG DW DA3
 FAH8 4 O 202A 9AWCA

INSTALLED OPTION INFORMATION:

Air Conditioning: C/B - MANUAL AIR CONDITIONER GVW Code:
 Alternator Amp Rating: * GVW Class Code: H
 Audio Disk: * - [N/A] Instrumentation: * - [N/A]

Vehicle Information Report

Page 2 of 2

| | | | |
|----------------------|------------------------------------|----------------------|---------------------------------|
| Axle Ratio: | EGAA8 - 3.066 FINAL DRIVE RATIO | Mirror(Driver Side): | AD - DRIVER POWER MIRROR |
| Axle Type: | * - [N/A] | Mirror(Psng Side): | AD - PASS POWER CONVEX MIRROR |
| Battery Amp Rating: | * | Paint: | PN3KP - WHITE PLATINUM TRI-COAT |
| Brake Code: | * - [N/A] | Power Antenna: | * - [N/A] |
| Brake Code(Service): | * - [N/A] | Radio: | PA - SINGLE CD/MP3 RADIO |
| Calibration Code: | ADE1F40A | Sound System: | BA - STANDARD AUDIO (BASE) |
| Color(Accent): | * - [N/A] | Susp Tandem Axle: | |
| Color(Trim): | 000DW - CHARCOAL BLACK | Tire Manufacturer: | AJ - Michelin |
| Delivery Type: | 0 | Tire Brand: | 0ADECX - Pilot HX MXM4 93V |
| Driveshaft Code: | * | Tire Size: | D3KGP - P225/50VR 17 |
| Front Seat: | C/B - SEAT-INDIVIDUAL-L/B DRV/PASS | Traction Control: | * - [N/A] |
| Fuel Type: | AF - UNLEADED FUEL CAPABILITY | Wheel Base: | |

TIRE DOT INFORMATION:

LF: M30ADECX2709 RF: M30ADECX2709
LR: M30ADECX2709 RR: M30ADECX2709
LI: * RI: *

SPARE: UYMP_ABC2209 DOT Plant Manufacturer: M3 - MICHELIN NORTH AMERICA , INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION: EMISSIONS INFORMATION:

| | | | |
|----------------------|---|------------------------|---------------|
| ESP Code: | * | Emission Code: | DGAAC - DGAAC |
| ESP Coverage(Miles): | * | Emission Cert Type: | 5 |
| ESP Coverage(Time): | * | Emission Decal Suffix: | TRD |
| ESP Plan Year: | * | Engine Family: | AFMXV025VEF |
| ESP Signature Date: | | | |

Any comments? You can contact



webmaster

8593

Server: AWS Prod

Claims loaded through: 09-MAR-2010

STANDARD CLAIMS LIST

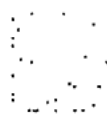
AWS Online Report

Run Date: 10-MAR-2010

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

| VIN | AWS VL | WERS VL | MKT DER | BODY CAB | VER SERIES | DRIVE TYPE | PLANT CD | TRANS CD | ENG COD | PROD DATE | WARR DATE | SELLING DEALER | SELL CNT | TIS | WCC | PREF | BASE | SUFF | VRT NA | VRT ROW | VFG | CCC | CD |
|----------------|-----------|---|------------|-------------|--------------------------------|---------------|-------------|-------------|------------|--------------|--------------|-------------------|-------------|----------------|---------|-------|-------------|------|-------------|-----------------|-----|-----|----|
| 3EAT1P911ASAK | DE | C/DE | F | C/FA | * | C/A | A3 | C/W6 | C/SB | 24-07-09 | 06-08-09 | 171018 | USA | 4 | 6Y05 | * | MAINT | * | F09 | SXX | V99 | A99 | 82 |
| AWS Claim Key: | | 87941 | Doc #: | 22020805 | Trx Code: | | 0968S | Labor Hrs: | | 1 | Labor Cost: | | 37.4 | Material Cost: | | 22.08 | Total Cost: | | 61.17 | | | | |
| Dlr Cd-Sub Cd: | | 00359.* | Name: | | SOUTH BAY FORD LINCOLN MERCURY | | | | Ph: | 310-6440211 | St: | CA | Ctry Cd: | USA | Reg Cd: | NA | Repr Date: | | 01-DEC-2009 | DIST(Mile):4746 | | | |
| Cust Comments: | | QCM SERVICE PERFORM SCHEDULED 7.5K SERVICE PER SRVCE PLAN. | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | | FRONT BRAKES 10MM REAR 8MM PERFORMED 7.5K SERVICE AS PER MANUFACTURE SPEC. CHANGED OIL AND FILTER, ROTATED TIRES, PERFORMED MULTI POINT INSPECTION. | | | | | | | | | | | | | | | | | | | | | |

Any comments? You can contact

[webmaster](#)

ESP / Recall Information

VIN: 3FAHP0HA8AR

Contract: 1 of 1

-----ESP Purchase Details-----

Purchaser:
Plan Type: USA 2009 NEW 60/75K PREM MAINT(M&W) 7.5K INTERVAL
Selling Dealer: SOUTH BAY FORD LINCOLN MERCURY
Deductible:
Rental:
Towing Allowance:

Status: Active
Expiration Date: 2014-08-06
Expiration Miles: 76,000
Plan Year: 2009
Purchase Type: N
Options:

-----ESP Cancellation Details-----

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

No Recall Information for this VIN

VEHICLE DETAIL

VIN: 3FAHP0HA8AR [REDACTED] Engine: 2.5L DOHC PFI 170HP DURATEC HE
Make: FORD Transmission: 6 SPD AUTO TRANS 6F MID-RANGEA
Model: FUSION Paint Code/Color: WHITE PLATINUM TRI-COAT
Year: 2010 Calibration: ADE1F40A
Pay Load: Max Towing Weight:
GVWR: 04389 Axle Ratio:
WheelBase: YB Warranty Start Date: 8/6/2009
GCWR: Vehicle Build Date: 7/24/2009
PEP Code: 202A

Selling Dealers Name: SOUTH BAY FORD LINCOLN MERCURY
Selling Dealers P & A Code: 00359 Selling Dealers Sales Code: F71018
Selling Dealers Main Phone: 310-644-0211 Selling Dealers Service Phone: 310-644-0211

Vehicle Order Image
1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50
P 0 H A R 1 8 2 9 2 3 Y B 3 A F 2 1 9 F 8 1 5 6 G F E 2 W 7 D S
1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100
U J 2 F F S M B 3 7 1 A 0 1 8 2 V U G D W D A 3
1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F A H 8 4 O 2 0 2 A 9 A W C A
1 2 3 4 5 6 7 8 9 160

Ford Confidential

VIN FSA Details

* Confidential *

VIN: 3FAHP0HABAR [REDACTED]
 FSA Status: Launched
 Brand: FORD
 Manufacturing Country: MEX

FSA Details**Vehicle Details**

| | | | |
|---------------------------|---------------------------|----------------------|------------------------|
| Model Year: | 2010 | Assembly Plant: | HERMOSILLO PLANT BUILD |
| Vehicle Line: | FUSION/MILAN/MKZ (ZEPHYR) | Production Date: | 24-Jul-2009 |
| Body Style Description: | 4 DOOR SEDAN-4 LITE | Warranty Start Date: | 06-Aug-2009 |
| Vehicle Type Description: | CAR | Sale Date: | 06-Aug-2009 |
| VDM Vehicle Status: | 800 | Engine Tag Code: | 0G316AA |
| Emissions: | 2 | | |

Vehicle Conditions

| Code | Vehicle Condition | Begin Date | End Date | Source |
|------|-------------------|------------|----------|--------|
|------|-------------------|------------|----------|--------|

Owner Details**Current Owner**

Business Name:
 Owner Name: [REDACTED]
 Address 1: [REDACTED]
 Address 2:
 Address 3:
 Address 4:
 City: HAWTHORNE
 State/Province: California Phone #:
 ZIP/Postal Code: [REDACTED] E-Mail:
 Country: UNITED STATES

Owner Effective Date: 07-Aug-2009 Vendor Applied Date: 07-Aug-2009
 Vendor Match Code Description: -

N&A Source: NAVIS GCamp Applied Date: 14-Aug-2009
 Mail Status: Active Mail Suppression Date:

Fleet Code: Fleet Name:
 Fleet Status: Fleet Mgmt Code: -
 Company Car:

Original Owner

Business Name:
 Owner Name: [REDACTED]
 Address 1: [REDACTED]
 Address 2:
 Address 3:
 Address 4:
 City: HAWTHORNE
 State/Province: California Phone #:
 ZIP/Postal Code: [REDACTED] E-Mail:
 Country: UNITED STATES

| | | | |
|-----------------------|---------------|------------------------|-------------|
| ZIP/Postal Code: | ██████████ | E-Mail: | |
| Country: | UNITED STATES | | |
| Owner Effective Date: | 07-Aug-2009 | Vendor Applied Date: | 07-Aug-2009 |
| N&A Source: | NAVIS | GCamp Applied Date: | 14-Aug-2009 |
| Mail Status: | Active | Mail Suppression Date: | |
| Fleet Code: | | Fleet Name: | |
| Fleet Status: | | Fleet Mgmt Code: | - |
| Company Car: | | | |

| | P&A Code | GEO Sales | Sales Code | Sub Code | Description |
|----------|----------|-----------|------------|----------|--------------------------------|
| Ordering | 00359 | USA | F71018 | | South Bay Ford Lincoln Mercury |
| Ship-To | | | | | NOT AVAILABLE |
| Stocking | 00359 | USA | F71018 | | South Bay Ford Lincoln Mercury |
| Selling | 00359 | USA | F71018 | | South Bay Ford Lincoln Mercury |

FSA Details**FSA Counts**

| FSA Category | Repair Eligible (Open) | Repair Ineligible (Closed) | Total |
|--------------|------------------------|----------------------------|-------|
| Total | 0 | 0 | 0 |

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DEALER 71A 018

VIN 3FAHP0H88A

| | Suggested Retail Price | Invoice Amount |
|---------------------------------|------------------------|----------------|
| FUSION SE | 20545.00 | 18940.00 |
| 2010 MODEL YEAR | | |
| UG WHITE PLATINUM MET TRI-COAT | 495.00 | 431.00 |
| DW CHARCOAL BLK CLOTH BUCKETS | | |
| INCLUDED ON THIS VEHICLE | | |
| .RAPID SPEC 202A | 1340.00 | 1166.00 |
| .SUN & SYNC VALUE PACKAGE | | |
| .POWER MOONROOF | | |
| .SYNC VOICE ACTIVATED SYSTEMS | | |
| .EC RR MIR MIC/COMP | | |
| OPTIONAL EQUIPMENT | | |
| 99A .2.5L I4 ENGINE | NC | NC |
| 44W 6-SPD AUTO TRANSMISSION | 875.00 | 761.00 |
| T7D .P225/50R17 V-RATED TIRES | NC | NC |
| 153 FRONT LICENSE PLATE BRACKET | NC | NC |
| 422 CALIFORNIA EMISSIONS | NC | NC |
| TOTAL OPTIONS | 2710.00 | 2358.00 |
| TOTAL VEHICLE & OPTIONS | 23255.00 | 21298.00 |
| DESTINATION & DELIVERY | 725.00 | 725.00 |
| TOTAL BEFORE DISCOUNTS | 23980.00 | 22023.00 |
| ##SPECIAL ADDED DISCOUNTS# | 445.00- | 387.00- |
| TOTAL FOR VEHICLE | 23535.00 | |
| 03 U.S. GAL FUEL CHARGE | | 8.01 |
| CA NEW MTR VEHICLE BOARD FEES | | .65 |
| FDAF/LMDA ASSESSMENT | | 353.00 |
| SHIPPING WEIGHT 3205 LBS. | | |
| TOTAL | 23535.00 | 21997.66 |

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

| | | | | | |
|--|---------------|------------------------------------|-------------------|---|--------------------|
| Sold to | | | | | |
| South Bay Ford Lincoln Mercury 71A018 P.O. BOX 1550 Hawthorne CA 90251 | | Order Type 2 | Ramp Code RL27 | Batch ID 9G172 | Price Level 020 |
| Ship to (if other than above) | | Date Inv. Prepared 07 17 09 | | Item Number 71-8156 | Transit Days 08 |
| | | Ship Through | | | |
| Invoice & Unit Identification NO. 3FAHP0H88A | | Final Assembly Point HERMOSILLO | | Finance Company and/or Bank Ford Motor Credit 000001 | |
| Total Holdback | Invoice Total | A & Z Plan | D Plan | X Plan | |
| 684 | 21997.66 | 21294.41 | 21394.41 | 22184.02 | |

This invoice to be used for the billing of vehicles only

Dealer's copy

PE14-030 000275LC

SOUTH BAY FORD

RECEIVED

JUST THE FAX FROM DINO

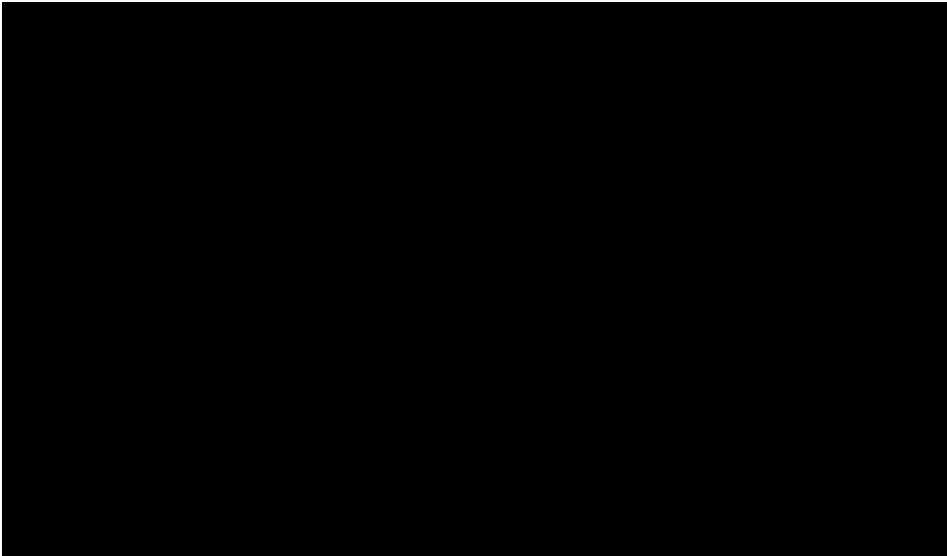
FAX # 310-706-6105 PHONE 310-706-6104

NAME ALMA TAYLOR

DATE 4-7-10

FAX # ~~888~~ 683-9898

NOTES _____



100
LP

EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2742 GRAND AVENUE, 2ND FLOOR, BELLMORE, NY 11710

TEL: (516) 203-4001

FAX: (516) 740-3104

ekrukas@lemonfreedom.com

February 8, 2013

Ford Motor Company
16800 Executive Plaza Dr.
PO Box 6248
Dearborn, MI 48121

Attn: Legal Department

Our Client(s): [REDACTED]
Vehicle: 2010 Ford Fusion
VIN: 3FAHP0HA0AR [REDACTED]
Our Case Number: 01-003216

CONSUMER AFFAIRS
SECTION

13 FEB 14 AM 12

OGC LIT 2013FEB14 PM5:24

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnusson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

Suspension related defects;

PE14-030 000278LC

Steering defect;

Failure to start condition;

Vehicle stalled at highway speeds;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Eugene Kruk', with a stylized flourish at the end.

Eugene Kruk, Esq.

Enc.



1235 ZEREGA AVE. - BRONX, NY 10462
718-829-8800

Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 1/04/12 | 6424114/1 |
| R/O Close Date | Status |
| 1/06/12 | Reprint |
| Mileage In | Mileage Out |
| 22583 | 22584 |
| Service Advisor / Tag # | |
| JUAN KORTRIGHT | |
| Vehicle Identification Number | |
| 3FAHP0HA0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

BRONX, NY

| | | | |
|---------|------|-----------|------|
| Year | Make | Model | Body |
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|--|---|-------|-----|-------|-----|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|-----|-----------------------|-----|-----------|-----|-----------|-----|
| <p>#1 - MR 24: RECALLS CUSTOMER STATES PERFORM RECALL 11S23. Caused by CONCERN VERIFIED. Corrected by 11S23A: Work performed by James Dorset (354) Installed BE5Z 1012 B :NUT - WHEEL PERFORMED RECALL 11S23 WHEEL STUD AND REAR BRAKE DISC INSPECTION AND LUG NUT REPLACEMENT. WPI</p> | Qty: 1 Warranty Warranty | | | | | | | | | | | | | | | | | | | | |
| <p>#2 - MR 99P: PERFORM MULT-POINT Corrected by GBATT: PERFORMED BATTERY STATE OH HEALTH TESTED GOOD Work performed by James Dorset (354) Corrected by YBRAKE: PERFORMED BRAKE INSPECTION WARNING INDCATOR ARE 3 TO 5MM OR 4/32 TO 7/32 FOR DISC OR 1.01 TO 2MM Work performed by James Dorset (354) Corrected by YTIRE: PERFORMED TIRE INSPECTION THE CURRENT MEASUREMENTS ARE BETWEEN 4/32 AND 6/32 Work performed by James Dorset (354) Sub Total: Labor: .00 Parts: .00 Total: .00</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p> <p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> | <table><tr><td>LABOR</td><td>.00</td></tr><tr><td>PARTS</td><td>.00</td></tr><tr><td>DEDUCTIBLE</td><td>.00</td></tr><tr><td>SUBLET</td><td>.00</td></tr><tr><td>SHOP SUPPLIES</td><td>.00</td></tr><tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr><tr><td>SALES TAX OR TAX I.D.</td><td>.00</td></tr><tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr><tr><td>DISCOUNTS</td><td>.00</td></tr><tr><td>TOTAL DUE</td><td>.00</td></tr></table> | LABOR | .00 | PARTS | .00 | DEDUCTIBLE | .00 | SUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | .00 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | .00 |
| LABOR | .00 | | | | | | | | | | | | | | | | | | | | |
| PARTS | .00 | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | |
| SUBLET | .00 | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | .00 | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | .00 | | | | | | | | | | | | | | | | | | | | |

X

(1) 2228 P5006A Jan 7

No 6900

Jan 22 2013 12:50PM

PE14-030 000280LC



Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 1/23/12 | 6424480/1 |
| R/O Close Date | Status |
| 1/28/12 | Reprint |
| Mileage In | Mileage Out |
| 23411 | 23412 |
| Service Advisor / Tag # | |
| SALVATORE SANTORELLI | |
| Vehicle Identification Number | |
| 3FAHP0H0A0AE | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

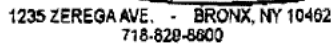
BRONX, NY

| | | | |
|---------|------|-----------|------|
| Year | Make | Model | Body |
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|---|---|-------|--|-------|--|------------|--|--------|--|---------------|--|---------------------|--|-----------------------|--|-----------------------|--|-----------|--|-----------|--|
| <p>#1 - MR Customer Reports: CUSTOMER STATES SYNCH IS OUT Corrected by 12651D: (A60) (04) Work performed by Elias Diaz(377) Corrected by 12651D4: Work performed by Elias Diaz(377) Corrected by MT091403: Work performed by Elias Diaz(377) VERIFIED CONCERN FOUND SYNC INOP PROGRAMMED SYNC A ND RETEST OK NOW WORKING PROPERLY WPI</p> | <p>Warranty Warranty Warranty</p> | | | | | | | | | | | | | | | | | | | | |
| <p>#2 - MR Customer Reports: CUSTOMER STATES WHEN PARKING IN REVERSE VEHICLE MA KES A NOISE FRO STEERING WHEEL Corrected by 5486AT: (N58) (33) Work performed by Elias Diaz(377) Installed AE5Z 5K483 A :LINK Qty: 2 VERIFIED CONCERN HOOK UP CHASSIS EAR TO LOCATE NOI SE COMING FROM FRONT SWAY BAR LINKS REPLACED BOTH LINKS WPI</p> | <p>Warranty Warranty</p> | | | | | | | | | | | | | | | | | | | | |
| <p>#3 - MR Customer Reports: CUSTOMER STATES AT RED LIGHT CAR JERKS FOWARD Work performed by Elias Diaz(377) PERFORMED ROAD TEST BUT CANNOT DUPLICATE</p> | <p>Warranty</p> | | | | | | | | | | | | | | | | | | | | |
| <p>#4 - MR Customer Reports: CUSTOMER STATES WHEN SHUTTING OFF VEHICLE THERE IS A NOISE FROM MUFFLER Work performed by Elias Diaz(377) COULD NOT DUPLICATE CONCERN</p> | <p>Warranty</p> | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p> | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr><td>LABOR</td><td></td></tr> <tr><td>PARTS</td><td></td></tr> <tr><td>DEDUCTIBLE</td><td></td></tr> <tr><td>SUBLET</td><td></td></tr> <tr><td>SHOP SUPPLIES</td><td></td></tr> <tr><td>HAZARDOUS MATERIALS</td><td></td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td></td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td></td></tr> <tr><td>DISCOUNTS</td><td></td></tr> <tr><td>TOTAL DUE</td><td></td></tr> </table> | | LABOR | | PARTS | | DEDUCTIBLE | | SUBLET | | SHOP SUPPLIES | | HAZARDOUS MATERIALS | | SALES TAX OR TAX I.D. | | SPECIAL ORDER DEPOSIT | | DISCOUNTS | | TOTAL DUE | |
| LABOR | | | | | | | | | | | | | | | | | | | | | |
| PARTS | | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | | | | | | | | | | | | | | | | | | | | | |
| SUBLET | | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | | | | | | | | | | | | | | | | | | | | | |
| <p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>X</p> | | | | | | | | | | | | | | | | | | | | | |

Jan 22 2013 12:50PM

PE14-030 000281LC



SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 1/23/12 | 6424480/2 |
| R/O Close Date | Status |
| 1/28/12 | Reprint |
| Mileage In | Mileage Out |
| 23411 | 23412 |
| Service Advisor / Tag # | |
| SALVATORE SANTORELLI | |
| Vehicle Identification Number | |
| 3FAHP0HA0AR [REDACTED] | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | [REDACTED] |

BRONX, NY

| Year | Make | Model | Body | Color | License Number |
|---------|------|-----------|------|-------|----------------|
| 2010 | FORD | FUSION SE | 4DSD | GRAY | |
| 10F5271 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|--|---|-------|-----|-------|-----|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|-----|-----------------------|-----|-----------|-----|-----------|-----|
| <p>#5 - MR Customer Reports: CUSTOMER STATES THERE IUS A SQUEEING NOISE FROM BR AKS Work performed by Elias Diaz(377) INSPECT FRONT AND REAR BRAKES HAVE AROUND 60% ROTO RS LOOK GLAZED BUT PERFORM ROAD TEST NO NOISE DUPL ICATED AT THIS TIME</p> <p>***** * www.cityworldFLM.com *</p> | Warranty | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.*</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p> | <table border="1"> <tr><td>LABOR</td><td>.00</td></tr> <tr><td>PARTS</td><td>.00</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>SUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td>.00</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>.00</td></tr> <tr><td>TOTAL DUE</td><td>.00</td></tr> </table> | LABOR | .00 | PARTS | .00 | DEDUCTIBLE | .00 | SUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | .00 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | .00 |
| LABOR | .00 | | | | | | | | | | | | | | | | | | | | |
| PARTS | .00 | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | |
| SUBLET | .00 | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | .00 | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | .00 | | | | | | | | | | | | | | | | | | | | |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS. | | | | | | | | | | | | | | | | | | | | | |

X

(C) 2008 ARROWHEAD, Inc. All rights reserved. Application Form of (ARW) 4/04-1558

Jan. 22. 2013 12:50PM

PE14-030 000282LC



1235 ZEREGA AVE. - BRONX, NY 10462
718-829-8800

Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------|-----------------|
| R/O Open Date | R/O Number |
| 5/15/12 | 6426584/1 |
| R/O Close Date | Status |
| 5/18/12 | Pre-Invoice |
| Mileage In | Mileage Out |
| 26634 | 26634 |
| Service Advisor / Tag # | |
| THOMAS SANCHEZ | |
| Vehicle Identification | |
| 3FAHP0HA0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |



BRONX, NY

| Year | Make | Model | Body |
|---------|------|-----------|------|
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|----------------------|
| #1 - Customer Reports: CUSTOMER STATES CAR STALLED OUT ON THE HIGHWAY Caused by VERIFIED CONCERN CHECKED FOR DTC AND PASSED CHECKED OASIS FOR TSB AND SSMS NO MESSAGE FOUND CHECKED FOR PCM UPDATE AND RECALABRATION FOR PCM. CONTACTED HOTLINE AS PER HOT LINE MONITOR PITS FR ETC ACTUAL AND DESIRED PART PCM-AU7A-12A650 CGD TO FIND DIFFERENCE AS PER HOT LINE ALSO INSPECTED CA NISTER PURGE V ALVE AND TESTED OK. Work performed by FRANCISCO A PENA (736) Installed DS7Z 9E926 A :THROTTLE BODY AND MOTOR AS Qty: 1 REPLACED ETC AND PERFORM DRIVE CYCLE AND RETESTED THE SYSTEM AND TESTED OK | Warranty Warranty |
| #2 - Customer Reports: CUSTOMER STATES VEHICLE MAKES STRANGE NOISE WHEN G OING INTO REVERSE Work performed by FRANCISCO A PENA (736) NO PROBLEM FOUND Sub Total: .00 ***** * www.cityworldFLM.com * ***** | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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

| | |
|-----------------------|-----|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR MECHANICAL WORK OR REPAIR ORDERS.

8 4 9028 ON

W0676 5102 01 042

PE14-030 000283LC

Hotline Assistance Request

VIN: 3FAHP0HA0AR [REDACTED]
Vehicle: 2010 FUSION
RO Number: 6426584
Contact ID: 105409476
Request Date: 05-15-2012
Technician: ellas dlaz

Request Form Details:

Description of vehicle concern:
c/s vehicle stalled in highway

Diagnostics performed:
check oasis for tsbs/ssms no message found eec test system for codes system pass

Parts replaced:
NONE

Tech's question:
REPROGRAM PCM WITH LATEST CALIBRATION BUT I COULDN'T DUPLICATE CONCERN. I WANTED TO KNOW IF THERES ANY KNOWN PROBLEM CAUSE THERES 3 FORD FUSION IN THE SHOP WITH THE SAME CONCERN

Additional Diag/Comments

Comment from: Ford **Comment Date:** 5/15/2012 12:01:59 PM

Elias,
Monitor ETC actual vs. ETC desired PIDs for a difference of over three degrees. If this is found, there is an Internal Electronic Throttle Body (ETB) fault and the ETB should be replaced. Note that KAM must be reset if an ETB is replaced.

Inspect EVAP canister purge valve operation. If the EVAP canister purge valve sticks open, excessive fuel vapor and/or raw fuel will be drawn into the intake manifold. This can cause a stall, especially on decel or low speed situations. Inspect EVAP canister for raw fuel. If this is found the canister must be replaced. Note that the most common cause of raw fuel in the EVAP canister is the customer overfilling the vehicle. Ask the customer if the stall seems to occur after refueling. If so, an EVAP related concern is more likely.

Ask the customer if the odometer displays dashes during the stalling event. This would indicate the PCM is going offline, which would cause the vehicle to stall. If this is the case, swap in a known good PCM power relay for testing purposes and perform a load test/voltage drop on all PCM power/ground circuits.

There have not been common reports to inform you of at this time regarding stalling on this model.

Additional comments or diagnostic info



1235 ZEREGA AVE. - BRONX, NY 10462
718-828-8600

Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 6/23/12 | 6427361/1 |
| R/O Close Date | Status |
| 6/23/12 | Pre-Invoice |
| Mileage In | Mileage Out |
| 27878 | 27878 |
| Service Advisor / Tag # | |
| THOMAS SANCHEZ | |
| Vehicle Identification Number | |
| 3FAHP0HA0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

BRONX, NY

| | | | |
|---------|------|-----------|------|
| Year | Make | Model | Body |
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|----------------------|
| #1 - Customer Reports: CUSTOMER STATES CAR WILL NOT START Caused by VERIFIED CONCERN. CONNCTED TO BATTERY TESTER FOUN D FAULTY BATTERY. MUST REPLACE BATTERY DTC_006CK_4KTJO_001 ACES_X907F. Work performed by Elias Diaz (377) Installed BXT 96R 590 :BATTERY REPLACED BATTERY AND TESTED OK Qty: 1 ***** * www.cityworldFLM.com * ***** | Warranty Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

| | |
|-----------------------|-----|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |



1235 ZEREGA AVE. - BRONX, NY 10462
718-828-8500

Facility #: 7103354

SERVICE DEPARTMENT HOURS

7:30 a.m. to 8:00 p.m.

Monday - Friday

8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 8/31/12 | 6428651/1 |
| R/O Close Date | Status |
| 9/04/12 | Pre-Invoice |
| Mileage In | Mileage Out |
| 30224 | 30225 |
| Service Advisor / Tag # | |
| JUAN KORTRIGHT | |
| Vehicle Identification Number | |
| 3FAHP0HA0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

BRONX, NY

Work Phone

| Year | Make | Model | Body |
|---------|------|-----------|------|
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|--|----------------------|
| <p>#1 - 45FOZ: STEERING/SUSPENSION CUSTOMER STATES INTERMITTENTLY WHILE DRIVING TRACTION CONTROL LIGHT COMES ON AND STEERING WHEEL BECOMES HARD TO TURN. (CHECK AND REPORT). Caused by CONCERN VERIFIED. UPON INSPECTION TECH CHECKED OASIS FOR TSBS/SSMS NO MESSAGE FOUND. HOOKED UP IDS TO RETREIVE NO DTC S. PERFORMED PINPOINT TEST A1 BY SYMPTOM CHART-FOR STEERING LACK OF ASSIST OR INCONSISTENT ASSIST. TEST A1-NO A2-NO A3-YES. Work performed by Elias Diaz (377) Installed AE5Z 3504 CE :GEAR ASY - STEERING Qty: 1 AS PER PINPOINT TEST REMOVED AND REPLACED THE RACK AND PINION ASSEMBLY. ROAD TESTED. CUSTOMER CONCERN NO LONGER PRESENT. VEHICLE OPERATING AS DESIGNED.</p> <p>***** * www.cityworldFLM.com * *****</p> | Warranty Warranty |
| Total Fees Amount | |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair thereto.

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

| | |
|-----------------------|-----|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

Jan 8. 2013 - 9:30AM



Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 10/19/12 | 6429504/1 |
| R/O Close Date | Status |
| 11/13/12 | Reprint |
| Mileage In | Mileage Out |
| 31685 | 31695 |
| Service Advisor / Tag # | |
| JUAN KORTRIGHT/692 | |
| Vehicle Identification Number | |
| 3FAHP0HA0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

BRONX, NY

| Year | Make | Model | Body |
|---------|------|-----------|------|
| 2010 | FORD | FUSION SE | 4DSD |
| 10F5271 | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|--|---|
| <p>#1 - MR 45FOZ: STEERING/SUSPENSION CUSTOMER STATES HEARS A NOISE COMING FROM THE FRONT OF THE VEHICLE WHEN TURNING. Caused by CONCERN VERIFIED. UPON INSPECTION OF VEHICLE TECH HOOKED UP CHASSIS EARS TO LOCATE NOISE COMING FROM THE DRIVER SIDE LOWER CONTROL ARMS. CONTROL ARM BUSHINGS WORN OUT. Work performed by VALENTIN DIKLICA(330) Caused by HECK VERIFIED CUST CONCERN PERF VISUAL INSPECTION ROADTEST VEHICLE USING THE CHASSIS EAR TOOL LOCATE NOISE COMING FROM THE L/F LOWER ARMS Work performed by 1041 : 4789 () Installed AE5Z 3078 A :ARM ASY - FRONT SUSPENSION Qty: 1 Installed BE5Z 3079 A :ARM ASY - FRONT SUSPENSION Qty: 1 REMOVED AND REPLACED THE DRIVER SIDE LOWER CONTROL ARMS. ROAD TESTED. CUSTOMER CONCERN NO LONGER PRESENT. VEHICLE OPERATING AS DESIGNED. 5 DAY RENTAL AT 30 DOLLARS A DAY FOR A TOTAL OF \$150.00.</p> <p>***** * www.cityworldFLM.com * *****</p> | <p>Warranty</p> <p>Warranty Warranty Warranty</p> |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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

| | |
|-----------------------|-----|
| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

© 2008 ARKONA, Inc. - Division of Auto-Open Group 1000011E-1008

5 12 008000

Jan 22 2013 12:51PM

PE14-030 000287LC



Facility #: 7103354

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 3:00 p.m. Saturday

| | |
|-------------------------------|-----------------|
| R/O Open Date | R/O Number |
| 1/07/13 | 6430821/1 |
| R/O Close Date | Status |
| 2/02/13 | Pre-Invoice |
| Mileage In | Mileage Out |
| 33836 | 33838 |
| Service Advisor / Tag # | |
| JUAN KORTRIGHT | |
| Vehicle Identification Number | |
| 3FAHP0H0A0AR | |
| Delivery Date | In-Service Date |
| 6/06/10 | 6/06/10 |
| Color | License Number |
| GRAY | |

BRONX, NY

| Year | Make | Model | Body | Color | License Number |
|---------|------|-----------|------|-------|----------------|
| 2010 | FORD | FUSION SE | 4DSD | GRAY | |
| 10F5271 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|--|---|-------|-----|-------|-----|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|-----|-----------------------|-----|-----------|-----|-----------|-----|
| <p>#1 - 45FOZ: STEERING/SUSPENSION CUSTOMER STATES HEARS A RUBBING NOISE COMING FROM THE FRONT OF THE VEHICLE WHILE DRIVING. Caused by CONCERN NOT VERIFIED. UPON INSPECTION TECH CHECKED AND HEARD SLIGHT RUBBING NOISE COMING FROM THE FRONT OF THE VEHICLE. CHECKED FRONT SUSPENSION ALL OK. Work performed by VALENTIN DIKLICA (330) COULD NOT DUPLICATE CUSTOMER CONCERN AT THIS TIME. VEHICLE OPERATING AS DESIGNED. SLIGHT RUBBING NOISE IS A NORMAL CHARACTERISTIC OF THE VEHICLE. AS A ONE TIME COURTESY REMOVED AND REPLACED BOTH PASSANGER SIDE LOWER CONTROL ARMS.</p> | Internal | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p> | <table border="1"> <tr><td>LABOR</td><td>.00</td></tr> <tr><td>PARTS</td><td>.00</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>SUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td>.00</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>.00</td></tr> <tr><td>TOTAL DUE</td><td>.00</td></tr> </table> | LABOR | .00 | PARTS | .00 | DEDUCTIBLE | .00 | SUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | .00 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | .00 |
| LABOR | .00 | | | | | | | | | | | | | | | | | | | | |
| PARTS | .00 | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | |
| SUBLET | .00 | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | .00 | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | .00 | | | | | | | | | | | | | | | | | | | | |

Eugene Krukag, PLLC
2742 Grand Avenue, 2nd Floor
Bellmore, NY 11710

MID-ISLAND NY 117

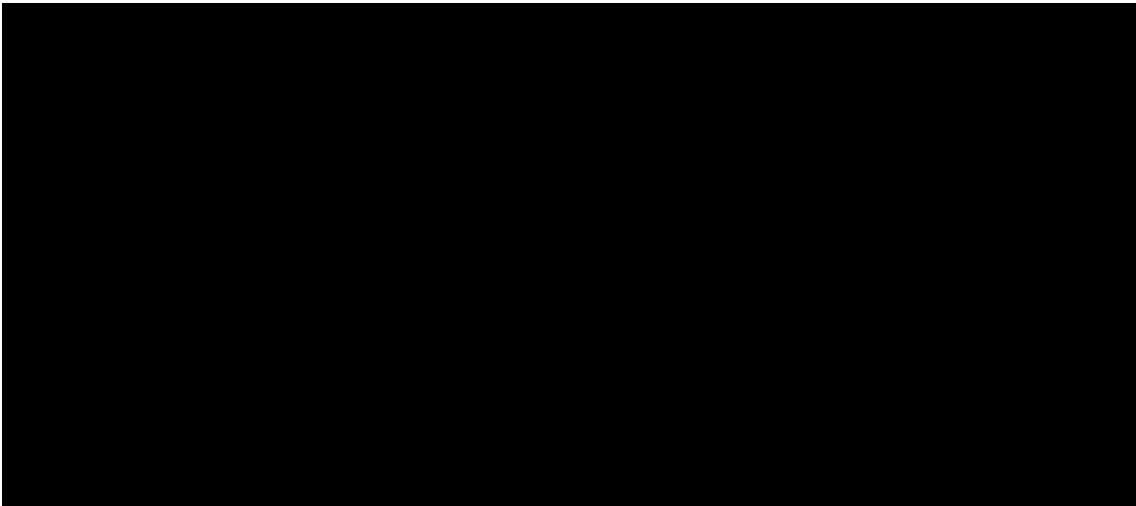
11 FEB 2013 PM 7 L



Ford Motor Company
16800 Executive Plaza Dr.
PO Box 6248
Dearborn, MI 48121

48121624848





ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

J. ROBERT HARRIS, ESQ., OF COUNSEL
LICENSED IN VIRGINIA

34 WEST QUEENS WAY
HAMPTON, VA 23669
(757)722-2131 FACSIMILE: (800) 304-5348
EMAIL: BOB@LEMONLAWINFO.COM

RECEIVED
OCT 20 2011

October 20, 2011

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

RE: [REDACTED] v. Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: [REDACTED]
Vehicle: 11 Ford Fusion
VIN: 3FAHP0JA4BR [REDACTED]
Date of purchase: 03/23/11
Our File No.: VA11-10138

To Whom It May Concern:

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

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

1. **Steering;**
2. **Suspension;**
3. **Serious safety defect.**

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

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Robert Harris', with a long horizontal flourish extending to the right.

J. Robert Harris, Esq.
Attorney at Law

CC:





1001 Jamestown Road • PO Box 2599 • Morganton, NC 28680
 Service Direct Line (328) 584-4114
 (828) 584-4600 • Toll free 1-800-951-2277 (CARS)
 www.crossroadsford.com • www.crossroadscars.com

| | | | | | |
|--|--|----------------------------------|---------------------------|---------------------------------|---------------------------------|
| CUSTOMER NO 33183 | | ADVISOR CHRIS BURLESON | TAG NO. 777 574 | INVOICE DATE 07/02/11 | INVOICE NO. FOCS43728 |
| LABOR RATE 6,155 | | LICENSE NO. | VILEAGE | COLOR | STOCK NO. |
| YEAR/MAKE/MODEL 11/FORD/FUSION/4DR SDN SEL FWD | | DELIVERY DATE | | DELIVERY MILES | |
| VEHICLE ID. NO. 3FAHP0JA4BR | | SELLING DEALER NO. | | PRODUCTION DATE | |
| F.T.E. NO. | | R.O. DATE 07/02/11 | | | |
| RESIDENCE PHONE | | BUSINESS PHONE | | COMMENTS | |
| NONE | | | | MO: 6178 | |

| | | | |
|---|--|---|--|
| LABOR & PARTS | | WARRANTY | |
| J# 1 32FOZ | STEERING POWER STEERING FAILURE LIGHT CAME ON. C/S POWER STEERING FAULT LIGHT CAME ON AND LOST POWER STEER RETRIEVED CODES FROM PCM PASS. RETRIEVE ALL CMOTES U415. P07AE, C1277, AND C1963. CLEARED ALL CODES ATTEMPTED TO REVERIFY CONCERN. ROADTEST 23 MILES ALL SELF TEST PASS. UNABLE TO VERIFY AT THIS TIME. | TECH(S): 767 | |
| JOB # 1 TOTAL LABOR & PARTS | | 0.00 | |
| J# 2 00FOZ99P | MULTI POINT INSPECT PERFORM MULTI POINT INSPECTION. MULTI POINT INSPECTION COMPLETED. | TECH(S): 767 | |
| JOB # 2 TOTAL LABOR & PARTS | | 0.00 | |
| COMMENTS WAITER | | | |
| TOTALS | | | |
| ***** | | | |
| * NEXT RECOMMENDED SERVICE: | | | |
| * 10/01/2011 / 35 MI 01FOZ3K 3K INTERVAL REC SVC * | | | |
| ***** | | | |
| CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU IN THE FUTURE. | | TOTAL LABOR.... 0.00 TOTAL PARTS.... 0.00 TOTAL SUBLET... 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 0.00 | |
| CASH () CHECK () CHECK# () | | TOTAL INVOICE \$ 0.00 | |
| VISA () M/C () AMEX () | | | |
| CHARGE () | | | |
| CUSTOMER SIGNATURE | | BOB Inman 488-8311 Service Mgr. | |

| | |
|--|--|
| DISCLAIMER OF WARRANTY | |
| The only warranties, if any, applying to this part(s) and/or service are those offered by the manufacturer. The Seller, CROSSROADS FORD LINCOLN MERCURY OF MORGANTON, INC., hereby expressly disclaims, all warranties, either express or implied, including any implied warranty of FIDELITY, STABILITY or fitness for a particular purpose, and NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. This disclaimer by the Seller, CROSSROADS FORD LINCOLN MERCURY OF MORGANTON, INC., in no way affects the terms of the manufacturer's warranty. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. | |
| Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary. | |
| NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. | |
| SERVICE HOURS Mon. - Fri. 7:30 A.M. - 5:30 P.M. SATURDAY 7:30 A.M. - 12:00 P.M. | |
| THANK YOU FOR YOUR BUSINESS! | |
| ALL RECOMMENDED SERVICES ARE BY CROSSROADS FORD LINCOLN MERCURY OF MORGANTON, INC. AND MAY VARY FROM STATE TO STATE AND BY EMPLOYEE. | |
| E SIDE FOR INFORMATION | |

CUSTOMER #: 190479

683574

**MALLOY
FORD**

WORKORDER

1911 Valley Ave. * WINCHESTER, VA 22601
(540) 667-4434
TOLL FREE: (800) 572-2506

PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 7574 JACKSON, RUSTY

| | | | | | | |
|-----------------|-----------|----------------------------------|------------------------|---------|----------------|---------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG |
| | 11 | FORD FUSION | 3FAHP0JA4BR [REDACTED] | | 7934/ | T760 |
| DEL DATE | PROD DATE | WARR EKP | PROMISED | PG NO | RATE | PAYMENT |
| 01JAN11 DD | | | 17:00 30JUL11 | | | CASH |
| R-C OPENED | READY | OPTIONS: DLR:05322 ENG:2.5 Liter | | | | |
| 30JUL2011 07:24 | | | | | | |

VEHICLE SERVICE HISTORY

CLSD DTE

RC# S/A MILEAGE OF CODE TECH TYPE DESCRIPTION

7504E 12

7564

7504E 45 13

| LINE OF CODE | TECH | TYPE | DESCRIPTIONS/INSTRUCTIONS |
|--------------|------|------|---|
| # A | 7479 | | CUSTOMER STATES THE POWER STEERING IS NOT WORKING |
| 99 | 7479 | WP | MISCELLANEOUS REPAIR |
| # B | 7479 | | 27 POINT MPI INSPECTION WITH BATTERY TEST (\$29.95) |
| 99 | 7479 | I | |

"CUSTOMER'S RIGHTS"

1. YOU MAY REQUEST A WRITTEN ESTIMATE FOR REPAIRS WHICH COST IN EXCESS OF \$20.
2. YOU MAY NOT BE CHARGED ANY AMOUNT TEN PERCENT IN EXCESS OF THE WRITTEN ESTIMATE WITHOUT YOUR CONSENT.
3. YOU ARE ENTITLED TO THE RETURN OF ANY REPLACED PARTS EXCEPT WHEN PARTS ARE REQUIRED TO BE RETURNED TO THE MANUFACTURER UNDER A WARRANTY AGREEMENT.
4. REPAIRS NOT ORIGINALLY AUTHORIZED BY YOU MAY NOT BE CHARGED TO YOU WITHOUT YOUR CONSENT.

| | |
|----------------------|---------------------|
| ORIGINAL ESTIMATE | CUSTOMER ACCEPTANCE |
| AUTHORIZED ADDITIONS | ADDITIONS OK'D BY |
| DATE | TIME |

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

CUSTOMER #: 271175

236395

Kenny Ross

INVOICE

DUPLICATE 1

PAGE 1

FORD SOUTH
 3200 Library Road
 castle Shannon, PA 15234
 (412) 881-0001
 www.kennyross.com

CHESAPEAKE, VA

HOME: CONT: N/A

BUS: CELL:

SERVICE ADVISOR: 4875 SCOTT ALBORG

| | | | | | | | |
|-------------|------------|-------------|---------------|------------------|------------------|---------|-----------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE / REG. # | MILEAGE IN / OUT | TAG | |
| | 11 | FORD FUSION | 3FAHP0JA4BR | | 8139/8139 | T472SA | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 01JAN11 DD | | | 17:00 01AUG11 | | 70.00 | CASH | 10AUG11 |
| R.O. OPENED | READY | OPTIONS: | ENG:2.5 Liter | | | | |

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

A TOW IN: STEERING IS LOKING UP- CLUSTER DISPLAY READS SERVICE POWER

STEERING SYSTEM

CAUSE: 8-7-11 TECH COMMENTS: DIAG AND PINPOINT TESTS PER FSE FOR CODES

P07AE:09-C0 AND U0415:00-48 - CLEAR CODES AND RD TEST W-DATE

LOGGER TO MAK

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

PESANKA, MARK D LIC#: (N/C)

W94

1 AE5Z*3504*CE GEAR ASY - STEERING (N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

PESANKA, MARK D LIC#: (N/C)

W94

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

EXTRA TIME TO REPEAT FINAL QUICK TEST

PESANKA, MARK D LIC#: (N/C)

W94

12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST

- L

PESANKA, MARK D LIC#: (N/C)

W94

3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL

OR REPLACE (3504/3A500) - L

PESANKA, MARK D LIC#: (N/C)

W94

3001A CASTER, CAMBER, TOE-IN - CHECK - L

PESANKA, MARK D LIC#: (N/C)

W94

3001A6F TOE-IN - CORRECT (FRONT/REAR) - L

PESANKA, MARK D LIC#: (N/C)

W94

MT14056D5L M TIME TO R&R AIR BAG ASSY.

PESANKA, MARK D LIC#: (N/C)

W94

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS
 Mon. - Thurs. 7 AM to 8 PM
 Fri. 7 AM to 6 PM
 Sat. 8 AM to 4:30 PM
 * Customer Lounge
 * Early Bird Service
 * Shuttle Service Available

ALL PARTS ARE NEW
 UNLESS OTHERWISE
 INDICATED.

DESCRIPTION

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

(N/C)

TOTALS

Thank You For Your Business!

www.kennyross.com

CUSTOMER #: 271175

236395

Kenny Ross

FORD SOUTH
 3200 Library Road
 Castle Shannon, PA 15234
 (412) 881-0001
 www.kennyross.com

INVOICE

DUPLICATE 1
 PAGE 2

CHESAPEAKE, VA

HOME: [REDACTED] CONT:N/A

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 4875 SCOTT ALBORG

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE / REG. # | MILEAGE IN / OUT | TAG | |
|-------------|------------|-------------|------------------------|------------------|------------------|---------|-----------|
| | 11 | FORD FUSION | 3FAHP0JA4BR | | 8139/8139 | T472SA | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 01JAN11 DD | | | 17:00 01AUG11 | | 70.00 | CASH | 10AUG11 |
| R.O. OPENED | | READY | OPTIONS: ENG:2.5 Liter | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|---------------------|---|------|------|-------|------|-----|-------|
| 3078AF | ARM ASSEMBLY - FRONT SUSPENSION LOWER - | | | | | | |
| | REMOVE AND INSTALL OR REPLACE (3078/3079) - | | | | | | |
| | L | | | | | | |
| | 85008 PESANKA, MARK D LIC#: | | | | | | |
| | W94 | | | | | | (N/C) |
| 3078AL | ARM ASSEMBLY - FRONT SUSPENSION LOWER - | | | | | | |
| | REMOVE AND INSTALL OR REPLACE (3078/3079) - | | | | | | |
| | L | | | | | | |
| | 85008 PESANKA, MARK D LIC#: | | | | | | |
| | W94 | | | | | | (N/C) |
| MT3A130 | M TIME TO PULL TIE ROD ENDS AND CHECK | | | | | | |
| | SPINDLE REPEATEDLY | | | | | | |
| | 85008 PESANKA, MARK D LIC#: | | | | | | |
| | W94 | | | | | | (N/C) |
| FC: H22 42 | | | | | | | |
| PART#: AE5Z*3504*CE | | | | | | | |
| COUNT: | | | | | | | |
| CLAIM TYPE: | | | | | | | |
| AUTH CODE: | | | | | | | |
| 1383 | | | | | | | |

8139 8/7/11 TECH COMMENTS: DIAG AND PINPOINT TESTS PER FSE FOR CODES P07AE:09-C0 AND U0415:00-48 - CLEAR CODES AND RD TEST W/DATE
 LOGGER TO MAKE RECORDINGS FOR FSE. 8/8/11 FSE COMMENTS: FSE REVIEWED VEHICLE. REQUESTED TECH TO PULL TIE ROD ENDS AND CHECK ROTATION OF SPINDLE REPEATEDLY. PULLED DRIVERS AIR BAG AND CHECK TORQUE ON STEERING WHEEL. WORKED WITH ENGINEERING. FSE REQUESTED BOTH FRT AFT LOWER CONTROL ARMS BEING REMOVED AND MEASURED FOR TORQUE ON BALL JOINTS. FSE REQUESTS RACK BE REPLACED DUE TO STEERING ROTATION TO RIGHT LUMP UP TO 90 IN LBS. TURNING LEFT 30-40 IN LBS. INITIALLY UP TO 120 IN/LBS TO GET OFF CENTER TURNING TO RIGHT. 8/9/11 TECH COMMENTS: REPLACE PS RACK - MEASURE TURNING TORQUE PER FSE BEFORE OUTER TIE RODS INSTALLED - 20 IN LBS IN BOTH DIRECTIONS PEAKING AT 25 IN LBS IN LAST 180° OF ROTATION BEFORE LOCK - NO BREAKAWAY TORQUE INCREASE. REINSTALL AIR BAG. CHECK CAS/CAM AND TOE - SET TOE.

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

| SERVICE HOURS | DESCRIPTION | TOTALS |
|-----------------------------|------------------------|--------|
| Mon. - Thurs. 7 AM to 6 PM | LABOR AMOUNT | |
| Fri. 7 AM to 6 PM | PARTS AMOUNT | |
| Sat. 8 AM to 4:30 PM | GAS, OIL, LUBE | |
| * Customer Lounge | SUBLET AMOUNT | |
| * Early Bird Service | MISC. CHARGES | |
| * Shuttle Service Available | TOTAL CHARGES | |
| | LESS INSURANCE | |
| | SALES TAX | |
| | PLEASE PAY THIS AMOUNT | |

Thank You For Your Business!
 www.kennyross.com

CUSTOMER #: 271175

236395

Kenny Ross

FORD SOUTH
 3200 Library Road
 castle Shannon, PA 15234
 (412) 881-0001
 www.kennyross.com

INVOICE

DUPLICATE 1

PAGE 3

CHESAPEAKE, VA

CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 4875 SCOTT ALBORG

| | | | | | | | |
|-------------|------------|-------------|------------------------|------------------|------------------|---------|-----------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE / REG. # | MILEAGE IN / OUT | TAG | |
| | 11 | FORD FUSION | 3FAHP0JA4BR | | 8139/8139 | T4728A | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 01JAN11 DT | | | 17:00 01AUG11 | | 70.00 | CASH | 10AUG11 |
| R.O. OPENED | | READY | OPTIONS: ENG:2.5 Liter | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|--------|------|------|-------|---|-----|-------|
| B | | | | | KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION | | |
| | | | | | 99P KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION | | |
| | | | | | 85008 PESANKA, MARK D LIC#: [REDACTED] | | |
| | | | | | ISPOL (N/C) | | |
| | | | | | BATT BATTERY CONDITION IS GOOD AT THIS TIME | | |
| | | | | | 85008 PESANKA, MARK D LIC#: [REDACTED] | | |
| | | | | | ISPOL (N/C) | | |

*****YOU MAY RECEIVE A SURVEY FROM FORD
 REGARDING THE SERVICE YOU RECEIVED TODAY. WE
 HOPE YOU ARE ***COMPLETELY SATISFIED*** AND
 WE HAVE ***EXCEEDED YOUR EXPECTATIONS.***
 PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
 RETURN YOUR SURVEY. THANK YOU!!!!*****

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS
 Mon. - Thurs. 7 AM to 6 PM
 Fri. 7 AM to 6 PM
 Sat. 8 AM to 4:30 PM
 * Customer Loans
 * Early Bird Service
 * Shuttle Service Available

ALL PARTS ARE NEW
 UNLESS OTHERWISE
 INDICATED.

| 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 |

Thank You For Your Business!

www.kennyross.com

IDS 7/3/05

Select Option

- Pass - HVAC
- Pass - IPC
- Pass - OCSM
- Pass - PCM
- Pass - RCM
- C1277-20- ABS
- C1963-20- ABS
- U0415:00-48- PSCM
- P07AE:09-C8- PSCM**

Snapshot Data

- P07AE:09-C8- PSCM
- U0415:00-48- PSCM

Optional equipment Modules

- Fall - 4X4
- Fall - PAM

Power Steering Control Module

Description - P07AE
Transmission Friction Element G Performance/Stuck Off

Failure Type - 09
Component Failures

Status - C8 (Indeterminate - Warning Lamp On)
Fault previously detected but monitor has not completed to determine state, with warning lamp on (MIL, Wrench, Message Center, etc.).

Diagnostic Protocol - 14229
Select i button help for additional information on 14229 DTC structure

Pinpoint F1 - F4

PTS OASIS

start

7/30/2011 10:21 AM

From FORD'S MANUAL FOR DEALERS

F4 : TEST DRIVE TO CHECK FOR RETURNING DTCS

- Clear the PSCM DTCS.
- Cycle the ignition to OFF and then back to RUN.

NOTE: Always drive the vehicle in a safe manner according to driving conditions and obey all traffic laws.

*FROM FORD'S MANUAL FOR DEALERS***F4 : TEST DRIVE TO CHECK FOR RETURNING DTCs**

- Clear the PSCM DTCs.
- Cycle the ignition to OFF and then back to RUN.

NOTE: Always drive the vehicle in a safe manner according to driving conditions and obey all traffic laws.

- Test drive the vehicle in the following manner:
 - With the engine running/ready, stop the vehicle on an unsealed concrete or asphalt surface (in order to provide adequate friction for a thorough test).
 - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.
 - Return the steering wheel to the center position and move the vehicle forward approximately 32 cm (1 ft).
 - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.
 - Return the steering wheel to the center position and move the vehicle forward approximately 32 cm (1 ft).
 - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.

NOTE: The next portion of the test drive will require the vehicle to be driven at highway speeds.

NOTE: The test period is a cumulative time of 10 minutes. Stopping, going slower than 72 km/h (45 mph) or faster than 96 km/h (60 mph) will not affect the test as long as a total time of 10 minutes is spent between 72-96 km/h (45-60 mph) with at least 4 lane changes during that time/speed window.

- Continue test driving the vehicle in the following manner:
 - Bring the vehicle to a minimum speed of 72 km/h (45 mph), maximum of 96 km/h (60 mph).
 - Maintain that speed for at least 10 minutes.
 - During this 10-minute time period, make a minimum of 4 lane changes or turns that achieve a steering wheel angle of at least 20 degrees.
 - The test drive is complete.
- Press Read Vehicle Information button to retrieve DTCs from the vehicle. NOTE: DTCs may be displayed from previous diagnostic actions.

Vehicle Information:

VIN 3FAHP0JA4BR

System Related CMDTCs Active {retrieved 30 July 2011 09:44:17}

| DTC | Description | Type | Source | Status |
|-----|---------------------------|------|--------|--------|
| N/A | No relevant DTCs detected | N/A | PSCM | |

System Related CMDTCs cleared since initial read:

- Is DTC P07AE:09 present?

| Yes | No |
|--|---|
| INSTALL a new EPAS gear. REFER to Section 211-02. | The condition to set the DTC is not present at this time. RETURN the vehicle to the customer. For all other PSCM DTCs, REFER to |

**NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS**

 Deal #8881 Stock #
2011 FORD FUSION SD

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

3 F A H P Q J A 4 R R

Vehicle Identification Number

Signature Date

Warranty Start Date

 Internet Sale ☐ Yes ☒ No

☐ TPP - Terms ☐ 5 ☐ 11 ☐ 17

- ☐
- CPO
-
- ☐
- Incomplete Vehicle
-
- ☐
- Police Vehicle

SECTION B - TYPES OF NEW PLANS
CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is \$100)

COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi): ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is \$100)

RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is \$0)

SUPER DUTY COVERAGES ☐ Diesel EngineCARE ☐ Diesel EngineCARE Plus (Standard Deductible is \$0)

DEDUCTIBLES ☐ \$0 ☐ \$200 (Not Available on all Core Coverages)

 (Optional Only) ☐ \$50 ☐ Disappearing (Not Available on all Core Coverages)

OPTIONS ☐ First Day Rental Delete (Core/CPO Coverages) ☐ Enhanced Rental (Not available on All Coverages)

SURCHARGES ☐ 12 Months/12,000 Miles ☐ Ambulance/Shuttle/Tow Truck (Specialty) ☐ Snowplow

☐ Commercial Business Use ☐ Turbocharger/Supercharger

SECTION C - TYPES OF USED PLANS
CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is \$100)

DEDUCTIBLES (Optional ONLY) ☐ \$50 ☐ \$200 ☐ Disappearing

OPTIONS/SURCHARGES ☐ First Day Rental Delete ☐ Enhanced Rental ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D - COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage BEGINS at the New Vehicle Limited Warranty Start Date and Zero Miles/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles/Hours.

USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE - Coverage BEGINS at the Signature Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the expiration of the New Vehicle Limited Warranty. ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) - Coverage BEGINS at the Signature Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the Signature Date and Current Mileage/Hours.

| Plan Name | Plan Term | | Plan Expiration | | Purchase Price | Sales Tax | Total Purchase Price with Sales Tax |
|------------------|-----------------|---------|--------------------|---------|----------------|-----------|-------------------------------------|
| | Months | Mileage | Date | Mileage | | | |
| Core Plans: | | | | | | | |
| | 72 | 75,000 | 03/23/17 | 75,000 | \$ 1895.00 | \$ 47.38 | \$ 1942.38 |
| Other Plans: | | | | | | | |
| N.A. | N.A. | N.A. | N.A. | N.A. | \$ N.A. | \$ N.A. | \$ N.A. |
| Current Mileage: | *Current Hours: | | *Expiration Hours: | | Total | Total | Total |
| 150 | N.A. | | N.A. | | \$ 1895.00 | \$ 47.38 | \$ 1942.38 |

*Required for incomplete or Diesel Equipped Vehicles.

SECTION E - DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic leaving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder/Purchaser Signature (not valid without signature)

MARCH 23RD, 2011

Signature Date

JONI KAE HAINSWORTH 570 HUNTERS BRIDGE DRIVE CHESAPEAKE, VA 23320

Service Contract Holder/Purchaser Name and Address

 PO BOX 305053
NASHVILLE TN 37230-5053

Service Contract Lienholder Name

SECTION F - DEALERSHIP INFORMATION

LAMAR FORD AT CHESAPEAKE SQUARE

4021 PORTSMOUTH BLVD

(757) 488-8311

Dealership Name and Address

CHESAPEAKE, VA 23320

Phone Number

Dealership Signature

Business Mgr

EMPLOYEE STARS ID

P&A Code

 ESP 8240-Nat App/Prov - (Oct 10) (Previous Editions May Not be Used)
dataworksprogramming.com Ref: ESP11 10/10

CUSTOMER COPY



GAP ADDENDUM

GAP ADDENDUM #
FP501

766385

☐ Loan ☐ Lease/Balloon ☒ Installment Sales Contract
CUSTOMER/BORROWER INFORMATION

Deal #8881 Stock #

| | | | | | |
|----------|------------|--------|----|--------|--|
| Name: | | | | Phone: | |
| Address: | | | | | |
| City: | CHESAPEAKE | State: | VA | Zip: | |

COVERED VEHICLE INFORMATION

| | | | | | | | |
|--------|-------------|-----------------|------------|------------------------------|----------|------------------|------------|
| *MSRP: | \$27,355.00 | Inception Date: | 03/23/2011 | **Term (Month): | 72 | Expiration Date: | 04/07/2017 |
| Year: | 2011 | Make: | FORD | Model: | FUSION | Mileage: | 150 |
| VIN#: | 3FAHPOJA4BR | | | Amount Financed/Capitalized: | 29353.46 | | |

*Max. Eligibility Limit: 150%

**Maximum Term of GAP: 84 Months

DEALER/CREDITOR INFORMATION

| | | | | | |
|----------|-----------------------------------|------------------------------------|---|--------|--------------|
| Name: | CAVALIER FORD AT CHESAPEAKE SQUAR | Dealer Policy #: | | Phone: | 757-488-8311 |
| Address: | 4021 PORTSMOUTH BLVD | | | | |
| City: | CHESAPEAKE | State: | VA | Zip: | 23321 |
| | | <input type="checkbox"/> Basic GAP | <input checked="" type="checkbox"/> GAP CHARGE \$ | 600.00 | |

FINANCIAL INSTITUTION/LENDER INFORMATION

| | | | | | |
|----------|-----------------------------------|-------------------------|----|--------|------------|
| Name: | SUNTRUST BANK CONSUMER LENDING SE | Lender/Lessor Policy #: | | Phone: | |
| Address: | PO BOX 305053 | | | | |
| City: | NASHVILLE | State: | TN | Zip: | 37230-5053 |

This Guaranteed Automobile Protection (GAP) Contract Addendum (addendum) amends the financing contract. This GAP addendum is between the customer/borrower (I, you or your) and the dealer/creditor (we, us, or our), or if assigned with the assignee.

Although not required to do so, you have elected to participate in our GAP Program. GAP does not take the place of insurance on the vehicle.

You are responsible for maintaining collision and comprehensive insurance for the full value of the vehicle and any other insurance required by the financing contract or applicable law. You are responsible for all notifications or claims that are required to be filed with your automobile insurance company. We will not process or handle your insurance claims for you.

TERMINATION OF ADDENDUM: This addendum will terminate on the date that either of the following events occur: 1. the date your financing contract is scheduled to terminate; 2. upon payment in full of the financing contract; 3. expiration of any redemption period following the repossession or surrender of the covered vehicle; 4. in the event of a constructive total loss or theft of the covered vehicle; or 5. the date the loan/financing contract is prepaid or the financing contract is refinanced. It is your responsibility to notify the dealer/creditor, in writing, of your request to cancel this coverage and to request a refund/credit of the GAP charge.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE. This coverage may decrease over the term of your financing contract and may not extend for the full term of your loan/financing contract. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. You also acknowledge that you have read and understand this addendum and its provisions. No other verbal representations have been made to you that differ from these written provisions. If you purchase GAP from this dealer/creditor, you understand that the financial institution/lender may retain all or a portion of the charge paid by you. This addendum includes a binding arbitration clause. You should carefully read the back of this addendum for additional information on eligibility, requirements, conditions and exclusions that could prevent you from receiving benefit under this addendum.

☒ Yes, I accept this GAP addendum and its terms and conditions.

Dealer/Creditor Signature

03/23/2011
Date03/23/2011
Date

In the event of a constructive total loss to the covered vehicle, we agree to waive our rights against you for the amount due under a payable loss. In addition to the provisions of payable loss, you will remain responsible for payment of any items stated under Exclusions.

REPORT YOUR TOTAL LOSS TO OUR GAP ADMINISTRATOR

Nation Safe Drivers/NIU • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • (888) 684-9327

All payable loss claims must be reported to us within 90 days of receiving settlement from the primary carrier, or if no primary carrier coverage is in effect on the date of loss within 90 days of the accident or theft; or within 90 days of repossession, whichever applies. No payment for payable loss will be made by us if the claim is not reported within these stated time periods. **YOUR RIGHT TO CANCEL:** You have the unconditional right to cancel and terminate this optional addendum for a refund/credit of the unearned portion of the charge for this addendum at any time. If any termination occurs within 30 days of the addendum purchase you will receive a full refund/credit of the addendum cost, plus the amount of the applicable finance charge, provided no loss has occurred. After 30 days, you will receive a refund/credit of the addendum cost calculated by the Pro Rata method, or by the refund method as may be required by state or federal law, less a \$35.00 cancellation fee. We will refund all charges to the financial institution/lender. To cancel the addendum and request a refund/credit, you must contact the dealer/creditor, in writing, at the address shown above. If you do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the GAP Administrator stated above.

LIMITATIONS:

- A. No addendum will be issued for the covered vehicle with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$100,000, or if the amount financed exceeds \$100,000.
B. No coverage is provided for that portion of the net payoff that results from the amount financed/lease can exceed the Maximum Eligibility Limit stated above.

CAVALIER



OWNER REWARDS

Deal #8881 Stock #

Customer: [REDACTED]
 Name: [REDACTED]
 Address: [REDACTED]
 City, State, Zip: CHESAPEAKE, VA [REDACTED]
 Selling Cavalier Dealership: CAVALIER FORD AT CHESAPEAKE
 Phone: 757-488-8311

Covered Vehicle:
 VIN: 3FAHP0JA4BR [REDACTED]
 Year: 2011 Make: FORD
 FUSION
 Current Odometer: 150
 Date of Sale: MARCH 23RD, 2011

Free Oil and Filter Changes for Life!

as part of your regular Manufacturer's recommended service and maintenance ¹

Free Virginia State Inspections for Life!²

Engine Guaranteed for Life!

see Cavalier Engine for Life program materials ³

Owner Advantage Rewards Card

Earn Owner Rewards Points for future purchases ⁴

1. Excludes diesel engines. Excludes synthetic oil. Each and every Manufacturer's Recommended Service and Maintenance Item must be performed at each and every recommended service interval and at regular prices in effect at the time of service. Vehicle service and maintenance must be performed at the Selling Cavalier Dealership. "Manufacturers' Recommended Service and Maintenance Items" means all of the vehicle manufacturer's recommended service and maintenance requirements as outlined in the Manufacturer's Scheduled Maintenance Guide. You are allowed a one month or 999 mile window, whichever is less, before or after the recommended service or maintenance interval to have the work performed. A-, B-, D-, X-, and Z-plan purchasers are excluded. Customer-paid service and maintenance earn Cavalier Owner's Rewards!
2. Inspection only. Repairs to be completed at customer's expense at regular prices in effect at the time of service. Maximum of one inspection per year. Customer-paid repairs earn Cavalier Owner Rewards!
3. Cavalier Engine for Life Guarantee available only for original owner of New Vehicle purchased from Cavalier. COMMERCIAL, DIESEL, HIGH PERFORMANCE, SUPERCHARGED, HYBRID OR MODIFIED VEHICLES ARE NOT ELIGIBLE. See Cavalier Engine for Life Program (Page 2) for details. A-, B-, D-, X-, and Z-plan purchasers are excluded.
4. One Cavalier Owner Rewards Point for each \$20 customer-paid service or parts purchase at Cavalier. Redeem your points for ANY purchase at Cavalier. New or Used Cars or Trucks - Service and Parts. One point equals \$1.00 - not redeemable for cash. Maximum point redemption \$500 per year. Points expire and are forfeited if there is no account activity for 18 consecutive months.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION

CONTACT THE SERVICE MANAGER AT THE SELLING CAVALIER DEALERSHIP

SEE TERMS OF CAVALIER OWNER REWARDS ENGINE FOR LIFE GUARANTEE ON PAGE TWO (2)

YOU MUST PRESENT THIS ORIGINAL DOCUMENT AT TIME OF SERVICE TO RECEIVE OWNER REWARDS BENEFITS

[REDACTED]
Customer Signature

03/23/2011

Date

[REDACTED]
Business Mgr

Dealer Authorized Signature

[REDACTED]
Customer Printed Name

LOEWENTHAL, LAWRENCE A

Dealer Authorized Printed Name

CUSTOMER'S NAME

STOCK NO.

DELIVERY AGREEMENT

This Special Delivery Agreement is incorporated into the Contract dated this date between Cavalier Ford, as Dealer and [REDACTED]

as Purchaser for purchase of a: Make FORD

Model FUSION

Body Type SD

Vehicle ID # 3FAHPOJA48R

Year 2011

under the following conditions.

BUYER ACKNOWLEDGES THAT HE HAS RECEIVED A NOTICE IN THE BUYER'S ORDER STATING THAT THIS SALE IS CONDITIONED UPON APPROVAL OF THE RETAIL INSTALLMENT CONTRACT AS SUBMITTED TO OR THROUGH THE DEALER. AS AGREED TO BY THE PARTIES, THIS DELIVERY RECEIPT SETS FORTH THE BUYER'S AND SELLER'S DUTIES IN THE EVENT THE RETAIL INSTALLMENT CONTRACT IS NOT ACCEPTED.

Purchaser acknowledges and represents that he/she possesses a valid driver's license and current motor vehicle liability insurance and assumes risk of loss of the vehicle while in his/her possession. Purchaser understands that all financing decisions are made by a financing source not affiliated with Dealer and said source is the credit reporting agency in accordance with the Fair Credit Reporting Act. Dealer will attempt to sell the loan on terms satisfactory to the Dealer. If the Dealer is successful in so doing, the Purchase Agreement (and all other documents executed by the Purchaser) shall be deemed delivered and fully binding.

If Dealer does not receive approval from a Financing source for the Loan on terms acceptable to Dealer, Purchaser agrees that upon notice from Dealer, Purchaser will return the vehicle in good condition without excess mileage and the sales transaction may be recorded at the sole option of the Dealer. Upon such circumstances, the purchaser agrees to pay Cavalier Ford for the use of the vehicle as follows: \$40 per day or part thereof during which the vehicle remained in the purchaser's possession and .50¢ for each mile driven. Purchaser also agrees to pay Cavalier Ford any costs incurred in repairing damage to the vehicle which occurred while in purchaser's possession, any diminution of value caused as a result of such damage and/or use, and any costs of recovering the vehicle. Dealer retains a priority security interest in the vehicle and upon Purchaser's failure to return the vehicle, Dealer shall be entitled to all remedies provided by Title 8.2 of the Code of Virginia, 1950 as amended, and all other statutory and common law remedies including, but not limited to, the right to self-help repossession, collection/repossession costs, reasonable interest and reasonable attorney's fees.

Purchaser agrees that if a financing source other than the one originally contemplated agrees to purchase the loan on the same terms and conditions as the original Finance source, Purchaser will execute a replacement Finance Contract and related documents on the same terms and conditions as the original Finance Contract.

Purchaser acknowledges receipt in good condition of the vehicle described in the attached Finance Contract.

Any notice from Dealer to the Purchaser shall be deemed given when deposited in the United States mail, postage prepaid, addressed to Purchaser at the address shown in the attached Finance Contract.

Purchaser agrees to grant Cavalier Ford permission to obtain insurance information from insurance company to verify coverage.

Customer authorizes Cavalier Ford to obtain payoff information on trade-in vehicle.

DATE 03/23/2011

CAVALIER



PURCHASER [REDACTED]

PURCHASER [REDACTED]

FORM NO. 7010-VA

UNI GRAPHICS PRINTING (757) 420-8320

CUSTOMER'S NAME

STOCK NO.

DAMAGE DISCLOSURE

Buyer has agreed to purchase a 2011 FORD FUSION vehicle, serial number 3FAHPOJA48R with respect to which Cavalier Ford and employees have no knowledge of any damage through accident or other causes except:

with a total estimated repair cost of \$_____. No other representation has been made regarding damage. Buyer had the opportunity to inspect the vehicle / repair record and Buyer's inspection determines his / her choice to buy the vehicle. **BUYER RELEASES DEALER FROM ANY AND ALL CLAIMS, SUIT, AND ADMINISTRATIVE CLAIMS RELATING TO PREVIOUSLY REPAIRED DAMAGE TO THE VEHICLE.**

DATE 03/23/2011

BUYER _____

BUYER _____

FORM NO. 7010-VA

UNI GRAPHICS PRINTING (757) 420-8320

[REDACTED]
[REDACTED]
Chesapeake, VA [REDACTED]
Home: [REDACTED]
Cell: [REDACTED]

Re: Statement concerning problems with the 2011 Ford Fusion I purchased on March 23, 2011.

The steering column locked up in my 2011 Ford Fusion 3 times. All 3 times occurred while I was traveling long distances.

The first time I took the Fusion on a long distance trip was on Friday, July 3, 2011, after I had driven 7 hours and was in a rural area of North Carolina at 9 PM. While on the interstate highway, chimes rang and several lights came on in the Fusion's instrument cluster. Also, the message "Service power steering soon" came on and stayed on. I planned to go to the nearest Ford dealer when I reached my destination. Once I stopped for gas, the steering column locked-up and the car could not be driven. The message changed to "Service Power Steering Now".

My destination (Nashville, TN) was still over 4 hours away. Ford towed the car, but would not authorize a rental for me. I purchased the extended warranty which included a rental, but Ford would not authorize it. I was informed that a Ford dealer would have to check the car and it would be determined whether a rental would be authorized. It was a blessing that another family member was also on the trip in her car. The 4 people in my car had to pile in with those in her car and we rode the rest of the way to Nashville.

The car was seen at Crossroads Ford in Morganton, NC the next morning (Saturday). They said they cleared the codes and could not re-create the problem so I could pick the car up. I had to drive over 4 hours to get back to Crossroads Ford so I requested a rental car. They would not request a rental from Ford because the codes were clear and the car could be driven. I protested that these were extenuating circumstances due to the distance from home I was when the car broke down. They would not make the request to have this covered by my extended warranty. I had to ask my mother to rent a car so that I could get back to Crossroads Ford to pick up the Fusion. This was not good service.

I had no more problems with the Fusion until I, for the second time, took it on a long distance road trip on Friday, July 29, 2011, traveling to Pennsylvania. This time I had driven over 4 hours and it was around 10 PM when I heard the chimes, icons lit up and the message "Service Power Steering Soon" came on again. I began to panic and I felt the urgency to get to my destination as quickly as possible. And I had about 3 more hours to drive. My niece and her toddler were with me in the car. The chimes kept ringing, I got more nervous. I was stopped by the police and given a speeding ticket. Imagine my frustration.

When I reached Winchester, VA, I stopped for gas and when I started the car again, the steering column locked-up and the car could not be driven. The message changed to "Service Power Steering Now". Again Ford towed the car, but there I was with my niece and her toddler in the middle of the night. This time I had to find a hotel room (which was not in my budget). The tow truck driver informed me that the Fusion was being taken to Malloy Ford in Winchester, VA. He told me to call for a courtesy car from Malloy Ford in the morning. He said the dealership was only about 3 miles away from the hotel.

Malloy Ford informed me that they cleared the codes so the car could be driven, but they also said that there is a problem that would need researched and corrected. Since I lived over 4 hours away, they would not do that work there.

I asked for a courtesy car to pick me up at the hotel. Malloy Ford's serviceman said due to it being Saturday no courtesy car was available. I had to take a taxi which cost \$15.00 to go the 3 miles. When we got to the dealership, there were so many people working that I could not believe one person could not take the time to go 3 miles to give us a courtesy ride. This was not good service.

The Malloy Ford serviceman showed me in their Ford manual that if the codes clear and the car can be driven, they were to return the car to the customer. So he said he was doing the right thing by returning the car to me. I asked for a copy of that page in Ford's manual, which he gave me. (I have included a copy in the faxed information.) So I took the car and headed on to Pennsylvania. But, I was upset and confused – how could I have the Fusion checked if the problem could not re-created? And the only dealers who saw the problem were not willing to help because of the distance away that I lived. Ford's dealerships really do not work together at all.

After only about 2 hours of driving, the chimes, the lights, and the message "Service Power Steering Soon" came on. The anxiety returned, and I drove in fear. I decided not to turn the car off until I got to my destination. When I turned the car off and turned on again, the steering column was locked-up and the message changed to "Service Power Steering Now".

On Sunday morning, July 31, 2011, the Fusion was towed to Kenny Ross Ford South in Castle Shannon, PA. My niece and I both needed to be back at work the next day, so I sent a note for the dealer and also left my mother's name and address as a local contact. We rode back to Virginia with my brother-in-law. I believed that I could go to the dealer that I bought the car from to pick up a rental the next day under my extended warranty.

On Monday, August 1, 2011, I went to Cavalier Ford in Chesapeake, VA (where I purchased the Fusion) to request a rental. Cavalier Ford called Kenny Ross Ford to request a service authorization number so that a rental could be ordered.

Kenny Ross Ford refused to give a service authorization number. They informed me that I had to get the rental car from a local car rental agency that Kenny Ross dealership has a contract with. I protested because these were extenuating circumstances. The car only broke down on long distances. I had no

idea that it was mandatory that I stay where the car was to get a rental car under my extended warranty with Ford. Ford is national. I never expected to have that problem.

Cavalier Ford (where I bought the vehicle) informed me that there was absolutely nothing that could be done. I was upset because they sold me the car and the extended warranty and yet they were not willing to "go the extra mile" in an unusual circumstance such as this.

I asked to speak to the finance person that sold the extended warranty to me. I told him that there had to be a phone number for Ford's warranty division so that this situation could be explained. At that time, I was traveling 20 miles each way to get to work and back home each day. It was necessary that I have a rental car.

The finance man at Cavalier Ford finally, after much trial and error, found a phone number for Ford's customer care unit. He did not offer to contact Ford's customer care unit. He said he hoped that the phone number would help me.

I called Ford's customer care unit and I was told that there was a guarantee that I would get a response within 48 hours. I informed the representative that I was not staying at home because I could not get a ride 20 miles each way for work each day. The representative informed me that the 48 hour response was only for critical issues and she had already coded my situation as a critical issue. I had to wait 48 hours.

48 hours came and went and I had no response from Ford's customer care division. I called and said I wanted to file a formal complaint. The representative said she put the complaint in and coded it as a "missed" response which would automatically call for a review. I said I wanted to put in a formal complaint, not a review. She said this was the process and she gave me a name and phone number of the customer care representative who was servicing my problem (Scott 866/631-3788). I called and left a voicemail message for Scott. I did not receive a call that day.

The next day I called Ford's Customer Care Center again and said that I wanted to know the procedure to file a formal complaint with Ford's corporate office. The representative said he filed the complaint for me and that I would receive a response. I never received any response concerning my complaints.

Later that day Scott from Ford's customer care center called and said I could go into Cavalier Ford (where I bought the car) to pick up a rental car. My car was towed (that time) on Sunday, July 31st. I did not receive a rental car until the afternoon of Thursday, August 4th.

On Monday, August 1, 2011, I called Kenny Ross Ford because the Fusion had been towed there the day before. They said they would contact me as soon as they checked the car out. By Wednesday, August 3rd, I had not heard from Kenny Ross Ford, so I called them. The serviceman assigned to the Fusion apologized for not calling to update me, but the dealership was waiting to hear from Ford. The serviceman also informed me that they had serviced another Fusion that was the same model and had

the same problem. Ford representatives came to their dealership to inspect that problem. The serviceman said Ford knows there's a problem with this model. He promised to call me Friday, August 5th, with a further update. He expected the Fusion to be repaired and ready to be picked up by then.

By Friday afternoon I had not heard from Kenny Ross Ford, so I called them. I needed to plan getting a ride to Pennsylvania to pick up the Fusion. The serviceman assigned to the Fusion needed to put me on hold while he checked into the status of the repair. After approximately 20 minutes, he returned to the call and informed me that Ford had taken over the repair job. They expected the Ford servicemen to come out sometime in the beginning of the next week. The serviceman expected the repair to be completed approximately mid-week. Once again, he apologized because I did not get a call so that I would know not to plan a trip to pick up the car that weekend.

The service manager called to inform me that the Fusion was finally ready the following Friday, August 12, 2011. I had a prior engagement for that weekend and I also had to make transportation arrangements to get a ride to Pennsylvania so that I could drive the Fusion back to Virginia. I informed the service manager that I could get there on Tuesday, August 16th. The serviceman said okay, that was fine.

On Saturday, Sunday and Monday, August 13th – 15th, I received voicemail messages from some other representative of Kenny Ross Ford stating that they needed to know when I was going to pick the car up and return that rental car. I felt harassed because I had made it clear with the serviceman assigned to the Fusion (who I had been speaking with the entire time the Fusion was at their dealership) when I was going to pick the Fusion up. Neither Ford, Kenny Ross Ford or Cavalier Ford was concerned about the days that I had no rental car and could not stay at home. I had to wait for Ford to decide when to send someone to PA to look at the Fusion. Now they want to harass me about returning that rental. This was not good service.

I spoke with the serviceman who was assigned to the Fusion when I went to pick the car up on Tuesday, August 16th. Once again, he stated that Ford knew that there were problems with the steering mechanism in this model of Fusion.

I cannot understand why the steering mechanism was not replaced the first time I was stranded in the middle of nowhere. Ford already knew there was a problem. I wonder why there was not a recall so these models could be checked and repaired if necessary.

I am a single woman. I took on the new car payment so that I would have reliable transportation. Now every time I hear those chimes and a message comes up in the instrument cluster my heart races and I become fearful that I am about to have another bad experience.

Buying the Fusion was supposed to be a stress reliever. It has turned out to be a source of stress. This situation was not handled correctly by Ford or Ford's dealerships.

ISSUE LIST

| Last Handling Date/ Issue Status | Name/ Reason Desc | Vin/ Case No. | Model Year and Vehicle Line | Issue Type |
|--|---|-------------------------------------|--------------------------------|---------------|
| 8/18/2011 CLOSED | CONI M HAINSWORTH CLP - IN - FINANCIAL ASSISTANCE - AT RISK | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 04 |
| 8/4/2011 CLOSED | CONI M HAINSWORTH ESCALATION MISSED FOLLOW-UP | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 01 |
| 8/3/2011 CLOSED | CONI M HAINSWORTH CRC RELATED - FEEDBACK | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 01 |
| 8/3/2011 CLOSED | CONI M HAINSWORTH CRC RELATED - F/M CSR FOLLOWING CONTACT | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 01 |
| 8/1/2011 CLOSED | CONI M HAINSWORTH ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 01 |
| 8/1/2011 CLOSED | CONI M HAINSWORTH MISC INQUIRY - CHANGE OF ADDRESS | 3FAHP0JA4BR[REDACTED] 1183501831 | 2011 FUSION | 02 |

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR
Name: [REDACTED]
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK
Issue Type: 04 REGION
Initial Customer Contact: 08/02/2011

Year: 2011
Owner Status: Original
Issue Status: CLOSED

Model: FUSION
WSD: 2011-03-23
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: TIER II ESCALATION - CPMR - LOANER RENTAL
Dealer: 03016 KENNY ROSSFORD SOUTH, INC.
Odometer: 8000 MI
Analyst Name: MOUGEY, JEN
Action Date: 08/01/2011

Comm Type: PHONE
Analyst: JMOUGEY
Action Time: 13.17.56.060

Origin Desc: US CONCERN CASE BASE
Action Data: Yes

Comments CUSTOMER SAID: = VEH HAS BROKEN DOWN THREE TIMES= VEH BROKE DOWN WHILE ON A TRIP= SERVICE POWER STEERING WARNING LIGHT COMES ON AND EXPERIENCES LOSS OF STEERING AND STEERING WHEEL LOCKS UP = LEFT VEH AT DLRSHIP IN PA CUST HAD TO GET BACK TO WORK= SEEKING RENTAL VEH =BEST DAYTIME NUMBER [REDACTED] =BEST TIME OF DAY ANYTIME= CONTACTED LOCAL DLRSHIP CAVALIER FORD AT CHESAPEAKE SQUARE WAS ADVISED THEY WOULD PROVIDE A RENTAL BUT A PURCHASE ORDER MUST BE PROVIDED BY KENNY ROSS FORDDEALER SAID: SERVICING DLRSHPKENNY ROSS FORD SOUTH, INC.3200 LIBRARY ROADPITTSBURGH PA 15234(412) 881-0001LOCAL DLRSHPCAVALLIER FORD AT CHESAPEAKE SQUARE4021 PORTSMOUTH BLVD.CHEAPEAKE VA 23321(757) 488-8311CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE

| Data Element Name | Data Value |
|---------------------------|------------|
| ESTIMATED COST OF REPAIR: | 0 18:00 |

Action: TIER ONE CLOSE ISSUE
Dealer: 03016 KENNY ROSSFORD SOUTH, INC.
Odometer: 8000 MI
Analyst Name: NELSON, RANDENE
Action Date: 08/01/2011

Comm Type: PHONE
Analyst: RNELS119
Action Time: 13.21.40.239

Origin Desc: TIER ONE - MELBOURNE
Action Data: No

Comments ---CUST CALLED AND WANTED TO ADD THE NAME OF SERVICE DIRECTOR TO HER INITIAL CONCERN: --DLR HAS THE CAR, THE SERVICE DIRECTOR IS STAN EVERITT, EXT 5505 AT THE REGULAR PHONE NUMBER.---

Action: TRANSFER ISSUE
Dealer: 03223 CAVALIER FORD AT CHESAPEAKE SQUARE
Odometer: 8000 MI
Analyst Name: CURRY, SCOTT
Action Date: 08/02/2011

Comm Type: PHONE
Analyst: SCURRY15
Action Time: 09.09.48.294

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Action Data: No

Comments CSM SCOTT X7776- OBC TO SM BOB INMAN 757-488-8311 LM ON VM TO CALL BACK ABOUT THE PO FOR THE RENTAL FROM KENNY ROSS SOUTH. CSM WILL TRANSFER CASE TO SELLING DLR AS THEY WILL BE PROVIDING THE RENTAL VEH.

Action: TRANSFER ISSUE
Dealer: 03016 KENNY ROSSFORD SOUTH, INC.
Odometer: 8000 MI

Comm Type: PHONE

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments CSM NANCY AS PER DIRECTED BY COM RANDY - REDIRECTING CASE BACK TO SERVICING DLR - CSM SCOTT TO CONTINUE TO WORK CASE FOR REPAIR - SELLING DLR WILL PROVIDE PAYMETN FOR RENTAL -

Comments CSM SCOTT X7776- OBC TO SA SCOTT AT KENNY ROSS SOUTH. SA ADVISED THAT THEY HAVE NOT GOTTEN THE VEH IN YET BUT THAT ON PRELIM INSPECT THAT IT WILL NEED A NEW RACK. CSM WILL CONTINUE TO MONITOR THE CASE. SA ADVISED THAT THE SELLING DLR WANTS A PO TO COVER THE RENTAL BUT SM DAN WILL NOT GIVE PO FOR RENTAL SINCE THEY HAVE NEVER SEEN CUST AND THE RENTAL IS IN VA AND NOT AT THEIR DLRSH. WILL FU WITH DLR 8-04

Comments CSM SCOTT X7776- OBC TO SA PHIL 757-488-8311 CSM ADVISED THAT WILL AUTH A RENTAL FOR THE CUST AND WILL INSTRUCT HER TO CALL THE DLR. >>>>>>>>>> OBC TO SM BOB 412-881-0001 WHO ADVISED THAT HE IS WAITING ON FSE AND FSE TO ASSIST WITH THE REPAIR. SM STATED THAT HE HAS HAD A FEW OTHERS LIKE THIS AND THEY ARE TRYING TO WORK ON A FIX. OTHER DLRs HAVE PUT RACK AND PINION IN BUT THE FIX DOESN'T HOLD. SM ADVISED THAT WILL UPDATE CSM WHEN HE GETS INFO FROM ENGINEERING. >>>>>>>>>> OBC TO CUST [REDACTED] ADVISED THAT HER DLR WILL PROVIDE A RENTAL AND THAT KEN ROSS SOUTH IS WORKING WITH ENGINEERING TO FIX THE VEH. WILL FU NLT 8-09

Comments CSM SCOTT X7776- OBC TO SM BOB 412-881-0001 WHO WAS ON VACATION. LM ON VM FOR JENNIFER RYAN (CRM?) TO CALL BACK WITH AN UPDATE ON THE CASE.

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 08-10-2011 |
| TIME OF FOLLOW UP (HH:MM): | 20:00 |

Comments CSM SCOTT X7776- OBC TO SA SCOTT WHO ADVISED THAT THE FSE WAS OUT YESTERDAY AND HAD THE MECH ORDER A TIRE STRAIN RACK FOR THE VEH. THE PART IS IN AND THE MECH IS WORKING ON IT NOW. SA ADVISED THAT CUST WAS CONTACTED AND ADVISED THAT THE VEH WILL BE COMPLETE BY NOON ON 8-10 AND THAT SHE CAN PICK UP THE VEH AT ANYTIME AFTER THAT.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 08/12/2011 **Action Time:** 15.15.43.125 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA JENNIFER WHO ADVISED THAT THE CUST VEH IS COMPLETE AND SHE HAS BEEN NOTIFIED BUT HAS NOT COME TO PICK UP THE VEH. >>>>>>>>>> OBC TO CUST [REDACTED] LM ON VM ASKING CUST WHEN SHE EXPECTED TO PICK UP VEH. WILL CHECK WITH DLR 8-17

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 08/17/2011 **Action Time:** 12:51:55.813 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA SCOTT WHO ADVISED THAT THE VEH WAS PICKED UP ON 8-16 AND CUST WAS EXTREMELY HAPPY. >>>>>>>>>>>> OBC TO SM BOB INMAN 757-488-8311 WHO ADVISED THAT HE WILL GET ALL THE RENTAL INFO AND EMAIL CSM WITH IT. >>>>>>>>> OBC TO CUST [REDACTED] LM ON VM CHECKING ON SATISFACTION WITH THE REPAIRS.

Action: CONCERN RESOLVED
 Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 8000 MI Comm Type: PHONE
 Analyst Name: CURRY,SCOTT Analyst: SCURRY15
 Action Date: 08/18/2011 Action Time: 08.48.30.201 Action Data: Yes

Comments CSM SCOTT X7776- IB EMAIL FROM SM BOB WHO GAVE INFO FOR RENTAL. P & A 03223, RO 183810, LINE A. AMT \$336. P11 M04AZ. CASE CLOSED

PE14-030 000313LC

| | |
|---|-----|
| CUSTOMER'S LTV SCORE | 74 |
| PARTS ESCALATION USED? (Y/N) | N |
| TECH ASSIST (FSE INVOLVED) USED? (Y/N) | N |
| TECH HOTLINE CONSULTED? (Y/N) | N |
| ESP USED? (Y/N) | N |
| SCP USED? (Y/N) | N |
| X-PLAN USED? (Y/N) | N |
| CLP FINANCIAL ASSIST PROVIDED? (Y/N) | Y |
| --ESTIMATED REPAIR COST(@WARR RATES) (\$) | 336 |
| --CUSTOMER'S SHARE OF REPAIR COST (\$) | 0 |
| --DEALER'S SHARE OF REPAIR COST-P18 (\$) | 0 |
| --DEALER'S SHARE OF REPAIR COST-OTHER(\$) | 0 |
| --FORD'S SHARE OF REPAIR COST-P11 (\$) | 336 |
| CLP FINANCIAL ASSIST DENIED? (Y/N) | N |
| NONE OF THE ABOVE (Y/N) | N |

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED] Year: 2011 Model: FUSION Case: 1183501831
 Name: [REDACTED] Owner Status: Original WSD: 2011-03-23
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: ESCALATION MISSED FOLLOW-UP Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: MISSED FOLLOW UP - FIRST

Dealer:

Origin Desc: MANUAL - PHONE
CSR

Odometer: 8000 MI

Comm Type: PHONE

Analyst Name: MOORE-WILSON
(TMOOREW1), TAMMY

Analyst: TMOOREW1

Action Date: 08/03/2011

Action Time:
16.07.24.877

Action Data: Yes

Comments CUSTOMER SAID: =HAS A CASE OPENED AND HAS NOT RECEIVED ANY CONTACT FROM REP=WAS ADV WOULD BE CONTACTED BY COB AND NO CONTACT FROM ANYONE=CUST HAS QUESTIONS IN REGARDS TO RENTAL VEH AS IT IS UNCLEAR WHETHER OR NOT THE VEH CAN BE TAKEN TO PA. =CUST SEEKING TO SPK W/REP ASSIGNED TO THE CASECRC ADVISED: =XFD CUSTOMER TO CCM VM

Data Element Name

Data Value

WHO FAILED TO FOLLOW UP?

REGION/CCST

Action: TIER ONE CLOSE ISSUE

Dealer:

Origin Desc: TIER ONE - MELBOURNE

Odometer: 8000 MI

Comm Type: OTHER

Analyst Name: FRAZIER (RFRAZI12), REBECCA

Analyst: RFRAZI12

Action Date: 08/04/2011

Action Time: 10.52.10.478 Action Data: No

Comments TL BECKY CLOSING ESCALATION AS CUST CONTACTED

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All Action Details for Issue

[Print](#)

| | | | |
|-------------------------------------|------------------------|------------------|------------------|
| VIN: 3FAHP0JA4BR | Year: 2011 | Model: FUSION | Case: 1183501831 |
| Name: | Owner Status: Original | WSD: 2011-03-23 | |
| Symptom Desc: | | Primary Phone: | |
| Reason Desc: CRC RELATED - FEEDBACK | | Secondary Phone: | |
| Issue Type: 01 INQUIRY | Issue Status: CLOSED | | |

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

Dealer:

Origin Desc: US INQUIRY CASE BASE

Odometer: 8000 MI

Comm Type: PHONE

Analyst Name: GRAYSTON, GARY

Analyst: GGRAYSTO

Action Date: 08/03/2011

Action Time: 17.22.46.512

Action Data: No

Comments CUSTOMER SAID: -CUST IS UNHAPPY THAT NO ONE HAS CALLED HER BACKDEALER SAID: KENNY ROSS FORD SOUTH, INC.3200 LIBRARY ROADPITTSBURGH PA 15234(412) 881-0001CRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS. THE INFORMATION HAS BEEN DOCUMENTED AND THAT THEIR OPINIONS ARE VALUABLE TO US. WE WILL REVIEW YOUR COMMENTS WITH THE REPRESENTATIVES INVOLVED.

Ford Confidential

All Action Details for Issue

[Print](#)

| | | | |
|--|------------------------|------------------|------------------|
| VIN: 3FAHP0JA4BR | Year: 2011 | Model: FUSION | Case: 1183501831 |
| Name: | Owner Status: Original | WSD: 2011-03-23 | |
| Symptom Desc: STEERING/HANDLING STEERING WHEEL | | Primary Phone: | |
| Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT | | Secondary Phone: | |
| Issue Type: 01 INQUIRY | Issue Status: CLOSED | | |

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 8000 MI

Comm Type: PHONE

Analyst Name: ERO, LYNETTE

Analyst: LERO

Action Date: 08/03/2011

Action Time: 16.47.47.141

Action Data: No

Comments CUSTOMER SAID: -WANTS TO KNOW WHO IS THE CRC AGENT RESPONSIBLE FOR VIRGINIA AND IS HANDLING HER CASE-IF SHE DOESN'T RECEIVE A FOLLOW UP BY 5PM THEN SHE WILL BE MAKING A FORMAL COMPLAINT AND LEMON LAW CLAIMCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED] Year: 2011 Model: FUSION Case: 1183501831
Name [REDACTED] Owner Status: Original WSD: 2011-03-23
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 006155 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/02/2011 Action Time: 05:05:47.248 Action Data: No
Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 007900 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 07/31/2011 Action Time: 22:07:59.425 Action Data: No
Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 008000 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 08/01/2011 Action Time: 22:04:57.238 Action Data: No
Comments DISPATCH COMPLETE

Ford Confidential

All Action Details for Issue

[Print](#)

| | | | |
|---|------------------------|------------------|------------------|
| VIN: 3FAHP0JA4BR | Year: 2011 | Model: FUSION | Case: 1183501831 |
| Name: | Owner Status: Original | WSD: 2011-03-23 | |
| Symptom Desc: | | Primary Phone: | |
| Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS | | Secondary Phone: | |
| Issue Type: 02 INFORMATION | Issue Status: CLOSED | | |

| | |
|---|---------------------------------|
| Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER | |
| Dealer: | Origin Desc: MANUAL - PHONE CSR |
| Odometer: 8000 MI | Comm Type: PHONE |
| Analyst Name: NELSON, RANDENE | Analyst: RNELS119 |
| Action Date: 08/01/2011 | Action Time: 13.18.28.106 |
| | Action Data: No |
| Comments CUSTOMER PROFILE UPDATE | |

Ford Confidential

Perkins-Hill, Wannetta (W.)

From: Colfescu, Marta (M.)
Sent: Thursday, November 03, 2011 3:26 PM
To: Perkins-Hill, Wannetta (W.)
Subject: FW: 20073713-Request has been assigned to JSTRACH7

Marta Colfescu

Ford Motor Company
Office of the General Counsel
402-E6
313.594.2497
mcolfesc@ford.com

From: tfosys@ford.com [mailto:tfosys@ford.com]
Sent: Thursday, November 03, 2011 3:24 PM
To: McCormick, Patrick (P.J.); Colfescu, Marta (M.); Strachan, Jonathan (J.)
Subject: 20073713-Request has been assigned to JSTRACH7

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

Please click [here](#) to access this request

Additional Comments

Request Details

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

| | |
|---|---------------------------------------|
| Tracking Number | 20073713 |
| Status | Assigned |
| Currently assigned to | JSTRACH7 |
| Request Type | Legal; Document where requested |
| Request Source | Legal |
| If Other request source, please explain | |
| Primary contact | Wannetta Perkins-Hill |
| Primary contact's phone number | 313.322.4722 |
| Primary contact's email address | wperki28@ford.com |
| Technician Name | |
| Technician certified in relevant speciality | |
| Dealership Name | CAVALIER FORD AT CHESAPEAKE SQUARE |
| P&A Code | 03223 |
| Facing Region (SDR separate from Contact Regions) | N4 - WASHINGTON DC |

11/4/2011

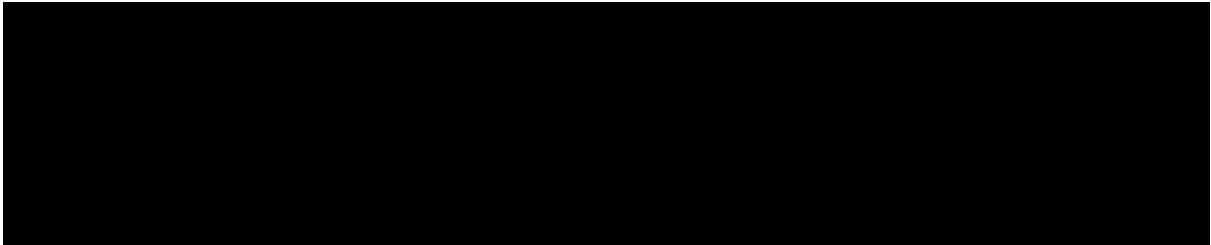
PE14-030 000320LC

| | |
|---|---|
| Geographic Region (SDR combined with Contact Region) | N4 - WASHINGTON DC |
| FCSD Sales Zone | A03 |
| FCSD Technical Zone | T07 |
| VIN | 3FAHP0JA4BR [REDACTED] |
| Vehicle year/model | 2011 Fusion |
| Vehicle mileage | 0 |
| Repair Order (R.O) # | [REDACTED] |
| Customer Name | [REDACTED] |
| Vehicle Down? | No |
| GCQIS Report # | |
| TAR Open? | |
| CuDL Case # | |
| Priority | High |
| | OGC request FSE assistance needed for final repair attempt. Customer complaints are steering and suspension. Must be completed by 11/11/2011. Contact Wannetta Perkins-Hill at 313.322.4722 wperki28@ford.com ---Updated By---MCOLEFESC--11/03/2011 03:11:30 PM-- |
| Request description | |
| GCQIS Comments | |
| FSE Comments | |
| Initial Contact Date | |
| Person Contacted | |
| Dealership visit planned? | |
| Visit date, if planned | |
| Did Visit Occur? | |
| Concern Summary for Technical Assistance Contact Report | |
| Inspection Comments for Technical Assistance Contact Report | |
| Primary Root cause for Technical Assistance Contact Report | |
| Other Root Causes | |
| Please explain if "Other" is root cause | |
| Recommendation for Technical Assistance Contact Report | |
| Missing tools/equipment(if identified) | |
| Missing tools/equipment ordered during visit? | |
| Total hours spent on request | 0.0 |
| Created by | MCOLEFESC |
| Created date | 11/03/2011 03:11:31 PM EST |
| Last Revised by | PMCCORM2 |
| Last revised date | 11/03/2011 03:24:25 PM EST |

This e-mail notification has been generated by: PMCCORM2
Thank you..

11/4/2011

PE14-030 000321LC



D067786

CONSUMER AFFAIRS
SECTION

March 19, 2013

'13 MAR 26 A9:55

Prod.
Lib.
FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAR 27 2013

Ford Motor Company
Attn: Customer Relationship Center
PO Box 6248
Dearborn, MI 48126

OFFICE OF THE,
GENERAL COUNSEL



Acct holder name: [REDACTED]
Address [REDACTED]
Papillion, NE [REDACTED]
Acct # [REDACTED]
Date of Incident: 15 Feb 2013
VIN#: 3FAHP0HA5CR [REDACTED]

To Whom this may concern,

I currently am leasing 2 vehicles from your company, a 2011 Ford Fusion and a 2012 Ford Fusion. My 2012 Ford Fusion is just over a year old and has 12,000 miles on it, I have a 2 year lease. On Feb 15th I was driving the 2012 and went to make a turn and during the turn the power steering failed and I went off the road causing damage to the fender and suspension. I had the vehicle towed to the Ford dealership that I leased my vehicle from and they kept my vehicle for 3 weeks before they called me and stated they were not going to fix my power steering or the damage that it going out caused. They then informed me that although they did not "fix" my power steering that it was working and I needed to come get my vehicle. I went to the dealership, picked up my vehicle with the 2 miles of gas they left me in it and not even 500 feet down the road the power steering went out and I couldn't drive it. I had to have the vehicle towed again but this time to a body shop because Ford wouldn't fix it under warranty.

I called my insurance company and filed a claim and they stated that because this is a mechanical issue and not caused by a collision that they were not going to cover it either. During this time Ford looked at it once again and replaced the arms for the power steering and nothing else and that did not work, why would you replace part of the system and not ALL? So now here I am on week 5 without my vehicle and no one willing to take responsibility. This has been a very stressful process, I have kids I need to get around and I need a safe vehicle to do it. I leased my vehicle for the specific purpose of having a warranty when mechanical issues happen. The power steering should be covered by Ford along with the resulting damage from the accident it caused. If you just google Ford Fusion power steering pages and pages of issues come up. Why won't you accept responsibility and fix this? I would appreciate a response from you quickly on this matter as it has already been 5 weeks with this issue.



Malaney, Linda (L.)

From: Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)
Sent: Thursday, February 21, 2013 3:19 PM
To: Miles, Felicia (F.)
Cc: ppassauer@baxterauto.com
Subject: RE: Dealer/Fleet Request for OGC Review

FORD MOTOR CREDIT
RECEIVED
CLAIMS UNIT

FEB 21 2013

OFFICE OF THE
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

This has been assigned to Felicia Miles.

863 405
3447

Note to Dealer

*****DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

*****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION*****

*****EVALUATIONS MAY TAKE UP TO 90 DAYS *****

From: DCPFORM, FMCDealer (.)
Sent: Thursday, February 21, 2013 2:11 PM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: ppassauer@baxterauto.com
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: Baxter Ford, Inc.

Requesting Dealer Fleet: Baxter Ford

PA Code: 05477

Contact Person: Paul Passauer

Title: Service Manager

Phone Number: 402-630-6813
Fax Number: 402-502-5419
Email: ppassauer@baxterauto.com
Region: kansas city

Address: 18505 California St
City: Omaha
State: Nebraska
Zip Code: 68022

CUSTOMER VEHICLE INFORMATION:

WSD: 11-07-2011

Vehicle Year: 2012

Vehicle Model: Fusion

Vehicle VIN: 3FAHP0HA5CR [REDACTED]

Mileage: 13739

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Omaha

State : Nebraska

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Kansas City

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-02-17

County incident occurred: Douglas

Is customer alleging a component defect CAUSED the incident? YES

Details: Power steering failure caused vehicle to go in ditch Had codes for PS that match a TSB, the vehicle falls outside of TSB range slightly

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: Baxter Ford 18505 California St Omaha Ne 68022

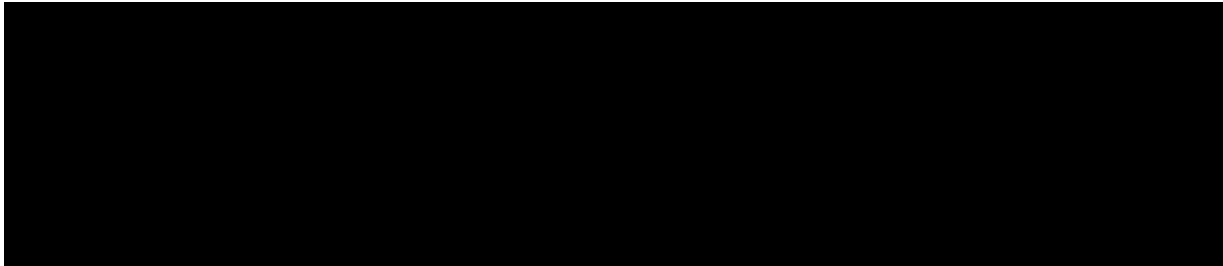
Attorney information:

CVO Contact:

Resolution Customer is seeking: Have repairs performed under warranty

Comments: Have submitted to hotline and our zone manager

11-11-03
out as build date
Spoke w/ Steve Mathews
Insects couldnt touch
Very minimal damage
bump cover 7 body
scraped
LF rim
scraped



Case Print Report

Case Number [REDACTED]

Case Opened Date 10/18/2013 12:19 PM

Case Closed Date 10/18/2013

Case Status Resolved

Case Last Modified 10/18/2013 12:29 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SHEPHERDSVILLE KY [REDACTED]

Email [REDACTED]

Dealer Bill Collins Ford Lincoln of Louisville

VIN 3FAHP0JA7CR [REDACTED]

Year 2012 Make FORD

Model FUSION Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

FORD MOTOR COMPANY
RECEIVED
CLAIMS EX -

OCT 21 2013

OFFICE OF THE
GENERAL COUNSEL

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Last Modified |
|------------|---------------------|
| [REDACTED] | 10/18/2013 12:28 PM |

VEHICLE INFORMATION:

VIN: 3FAHP0JA7CR [REDACTED]
YEAR/MODEL: 2012 FORD FUSION
MILES: 23,000

CUST SAYS:

-BOUGHT CAR (CPO VEHICLE UNDER WARRANTY) FOR DAUGHTER, [REDACTED]
-ON SUNDAY 10/13/2013 VEHICLE'S POWER STEERING FUNCTION CEASED AND CAUSED
VEHICLE TO COLLIDE WITH SIDE RAIL ON ROAD
-CUSTOMER SEEKING COMPENSATION
-NO INJURIES WERE SUSTAINED

What was the date of the accident? 10/13/2013

What product defect is alleged to have caused the accident? power steering function

What is the City and State where the accident occurred? Shepherdsville, KY

Was a police report filed? No

If a police report was filed, what were the findings? Not Applicable

What is the police report number and in what city and county was the report filed? Not Applicable

Has the customer filed a claim with their Insurance Company? NO

If a claim has been filed with the insurance company, what is the status of the claim? Not Applicable

Is the vehicle repairable? Yes

What is the name and address of customer's attorney? (only if the customer mentions they have sought one) No Attorney

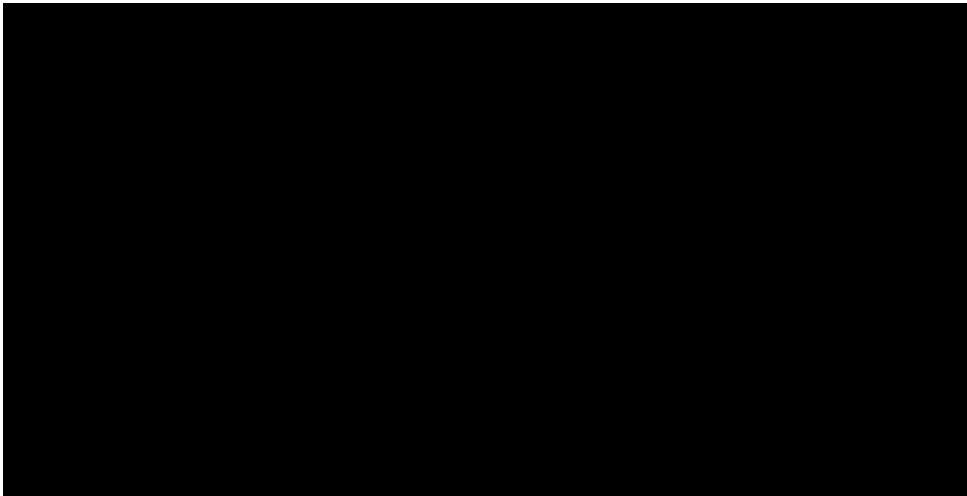
What mailing address would you like our Office of General Counsel to send your written response to?

[REDACTED]
SHEPHERDSVILLE, KY [REDACTED]

CRC ADVISED: I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

Case Print Report

Case Number [REDACTED]





From: dcptorm@ford.com
Sent: Tuesday, January 08, 2013 3:04 PM
To: fordcaip@ford.com; ataylo29@ford.com
Cc: mahrens@seymourford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

1-9-13 JC

1-11-13

DTC rule passed upon
approval

FSE Reg 1-11-13

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Seymour Ford Lincoln
Requesting Dealer Fleet: Seymour Ford Lincoln
PA Code: 00115

Contact Person: Mel Ahrens
Title: Service Manager
Phone Number: 517-787-9500
Fax Number:
Email: mahrens@seymourford.com
Region: DETROIT

Address: 2601 Seymour Rd
City: Jackson
State: Michigan
Zip Code: 49202

CUSTOMER VEHICLE INFORMATION:

WSD: 6-28-12
Vehicle Year: 2012
Vehicle Model: Fusion
Vehicle VIN: 3FAHP0JA6CR [REDACTED]
Mileage: 9563

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City: Westland

State: Michigan

Zip Code: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: [REDACTED]

DETAILS OF INCIDENT:

Accident

Date of Incident: 2012-12-26

County incident occurred: Wayne

Is customer alleging a component defect CAUSED the incident? YES

Details: power steering went out and wouldnt turn and hit a curb

Was a police report filed? NO

Details:

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information: AAA David Brown 586-228-1800

Coach builder:

1/8/2013

City :
State :
Zip Code :
Vehicle Location: At Seymour Ford Lincoln
Attorney information: n/a
CVO Contact:
Resolution Customer is seeking: Repair steering and body damage
Comments:

Copyright 2013 Ford Motor Company

1/8/2013

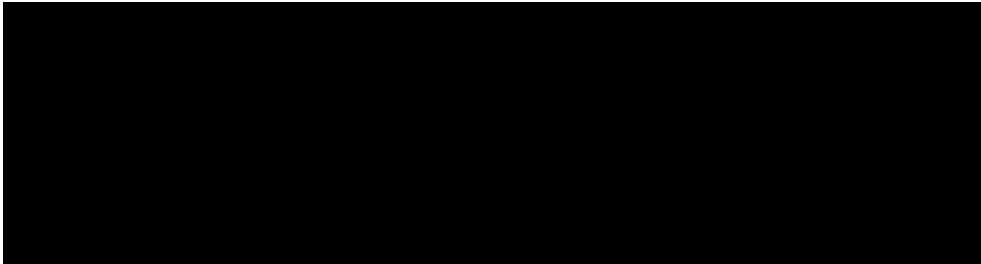
PAGE 02/02

SEYMOUR FORD LINCOLN

15177879526

06/30/2011 09:39

PE14-030 000334LC



Case Print Report

Case Number CAS-3168861-Q4X8G0

Case Opened Date 9/9/2013 2:27 PM

Case Closed Date 9/9/2013

Case Status Resolved

Case Last Modified 9/9/2013 2:36 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

SEP 11 2013

OFFICE OF THE,
GENERAL COUNSEL

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

MANCHESTER MO [REDACTED]

Email

Dealer Beuckman Ford, Inc.

VIN 3MEDM0L32AR [REDACTED]

Year 2010 **Make** MERCURY

Model MILAN **Body Style** M0L - HYBRID 4-DR SEDAN

Symptom

Level 1 Driver Aides & Information

Level 2 Steering Wheel Controls

Level 3 Controls

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Last Modified |
|------------|--------------------|
|------------|--------------------|

| | |
|------------|------------------|
| [REDACTED] | 9/9/2013 2:36 PM |
|------------|------------------|

BEST CONTACT NUMBER [REDACTED]

-VCHL IS AT DLR

*****CUSTOMER SAYS*****

-2010 MILAN 90K MILES

-VCHL IS AT DLR

-MERCURY MILAN 2010

-3 WEEKS AGO HAD AN ACCIDENT IN THE VCHL

-BELIEVES WAS DUE TO FACTORY

-SUNDAY MORNING

-DOESN'T DRIVE VCHL VERY OFTEN

-HEADED TO THE STORE WENT UNDER OVER PASS

-ONE WAY ROAD

-GOING AT 25-30 MPH

-ALL OF A SUDDEN VCHL JERKED TO LEFT HARD ENOUGH TO HIT THE CURB AND POP THE TIRE

-POWER STEERING WENT OUT

-DROVE IT LITTLE WAYS UP THE ROAD TO CHANGE THE TIRE

-NO IDEA WHY THE VCHL JERKED TO THE SIDE

-WAS NOT VERY CLOSE TO THE CURB

-ROAD IS PERFECTLY STRAIGHT

-HEARD ABOUT RECALL THINKS IT MAY BE THE CAUSE

-WENT TO DLR SAINT CLAIRE FORD

-ADVISED TO GO THREW INSURANCE COMPANY

-THINKS ITS FORD'S FAULT

-NO INJURY

-LAST YEAR ABOUT THIS TIME SOME LIGHT CAME ON IN THE VCHL

-DLR SAID IT WAS AN ELECTRONIC "SOMETHING" THAT COST \$1100

-S/M SAID CAN'T PROVE ANYTHING

-WONDERING IF THIS HAS HAPPENED BEFORE AND COULD ASSIST WITH REPAIR AND

FIGURING OUT WHY THE VCHL DID THIS

-AFRAID TO DRIVE THIS VCHL NOW

-LOSS OF CONFIDENCE IN VCHL

1. Were any injuries sustained?

- Please provide the first and last name of all injured parties

NO INJURIES.

2. What are you seeking from Ford Motor Company? COST OF REPAIRS, AND SOMETHING FOR INCONVENIENCE

- Compensation/Financial Reimbursement - Proceed with opening a OGC Legal Case

- Not Sure (customer unsure of what they want from FMC) - Proceed with opening a OGC Legal Case

- Nothing - just called Ford to advise us of the accident/fire.

a) If the answer is nothing and no injuries were sustained, an OGC legal case should not be run.

Follow the Feedback/Product/Negative or Positive case classification path.

b) If the answer is nothing and injuries were sustained, an OGC legal case is required

3. What was the date of the accident? 8/25/13

4. What product defect is alleged to have caused the accident? POSSIBLE RECALL.

5. What is the City and State where the accident occurred? BESPERS, MISSOURI

6. Was a police report filed? NO

7. If a police report was filed, what were the findings?

Case Print Report

Case Number [REDACTED] 0

Case Print Report

Case Number [REDACTED]

8. What is the police report number and in what city and county was the report filed?
9. Has the customer filed a claim with their Insurance Company? (Yes or No) YES
10. If a claim has been filed with the insurance company, what is the status of the claim?
APARENTLY THEY WILL PAY THE CLAIM
11. Is the vehicle repairable? YES
12. What is the name and address of customer's attorney? (only if the customer mentions they have sought one) NO MENTION
13. What mailing address would you like our Office of General Counsel to send your written response to? (You must document the full address in the case Notes)

[REDACTED], MANCHESTER MO [REDACTED]

*****DEALER*****

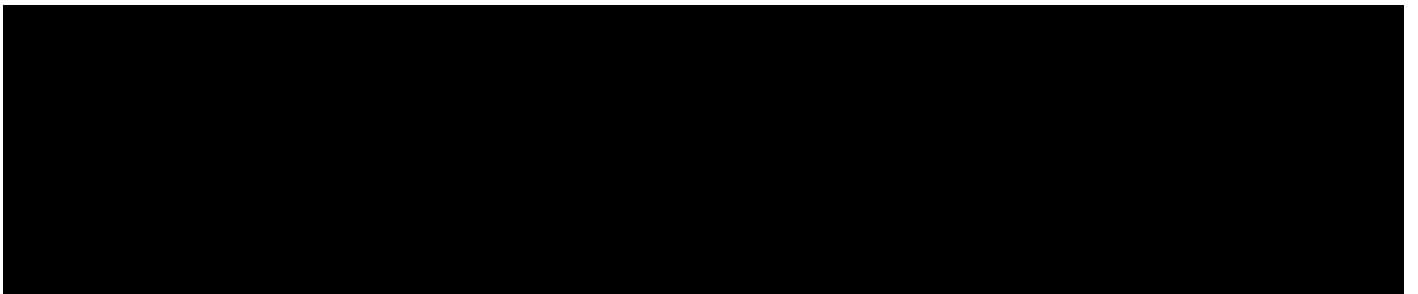
Bo Beuckman Ford
15675 Manchester Road
Ellisville, MO 63011
(636) 227-5700

*****CRC ADVISED*****

I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

Case Print Report

Case Number [REDACTED]



LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
P.O. Box 317
Clawson, MI 48017

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: jhegedus@jhegeduslaw.com

October 21, 2013

VIA CERTIFIED MAIL

Ford Motor Company
One American Road
Dearborn, MI 48126

Re: [REDACTED]
Vehicle: 2012 Ford Fusion
VIN: 3FAHP0JA6CR [REDACTED]

OFFICE OF THE SECRETARY
BIRMINGHAM, ALA
13 OCT 23 P 4:46

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [REDACTED] relating to the purchase of the above-mentioned vehicle (the "Vehicle"). Let this letter serve as notification that you immediately cease and desist all communications with our client without any exceptions. All future communications must be directed to our attention. If you fail to adhere to our demands we will be forced to petition the court for immediate injunctive relief and hold you liable for all attorney fees and costs.

Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs at least 6 times for numerous defects, including, but not limited to check engine light and starter problems, power steering inop, front knuckle leak, repaired drive shaft and front axle seal defects to the Subject Vehicle. The defects continue to exist and substantially impair the use and value and/or safety of the vehicle. Our client demands that you immediately take this final opportunity to repair and correct the continuing substantial defects to vehicle.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Michigan Commercial Code, MCLA 440. 2101 et seq. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Michigan Consumer Protection Act, revocations of acceptance, and common law breach of contract.

Please direct all future communication with to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/ Jason S. Hegedus
Jason S. Hegedus (P57026)
Attorney for Plaintiff

Lemon Law Group Partners PLC
P.O. Box 317
Clawson, MI 48017

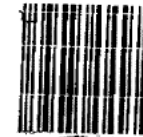
CERTIFIED MAIL™



7012 3050 0001 9939 2245

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/

Ford Motor Company
One American Road
Dearborn, MI 48126



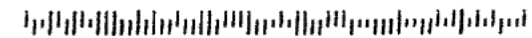
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48126

U.S. POSTAGE
PAID
CLAWSON, MI
48017
OCT 22, 13
AMOUNT

\$6.11
00042588-0

48126+2798



FAX**Date:** 12/18/2013**Pages including cover sheet:** 2

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| Phone | |
| Fax Number | +12486014497 |

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| Phone | (888) 415-0610 * 1000 |
| Fax Number | (888) 809-7010 |

NOTE:Attn: Peggy Bowers Re: [REDACTED]

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors

P.O. Box 317

Clawson, MI 48017

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

December 18, 2013

**CONFIDENTIAL INADMISSIBLE AND FOR SETTLEMENT
PURPOSES ONLY PURSUANT TO RULES OF EVIDENCE**

VIA FAX

Peggy Bowers, Esq.
The Erskine Law Group, P.C.
342 South Main Street
Rochester, Michigan 48307
Fax: (248) 601-4497

Re: [REDACTED]

Dear Ms. Bowers:

Please be advised that before the parties start to incur significant costs and fees in this case, we would like to discuss possible settlement. At this point, our client is willing to settle this matter for a cash payment of \$8,000, inclusive of cost and fees.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

by: s/n Jason S. Hegedus
Attorney for Plaintiff

FAX**Date:** 1/8/2014**Pages including cover sheet:** 2

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| Phone | (888) 415-0610 * 1000 |
| Fax Number | (888) 809-7010 |

NOTE:Attn: Egggy Bowers Re: [REDACTED]

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors

P.O. Box 317

Clawson, MI 48017

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

January 8, 2014

**CONFIDENTIAL INADMISSIBLE AND FOR SETTLEMENT
PURPOSES ONLY PURSUANT TO RULES OF EVIDENCE**

VIA FAX

Peggy Bowers, Esq.
The Erskine Law Group, P.C.
342 South Main Street
Rochester, Michigan 48307
Fax: (248) 601-4497

Re: 

Dear Ms. Bowers:

Our office faxed an offer to you on December 18, 2013 but has not received a response, please advise if Ford is willing to settle this matter.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

by: s/n Jason S. Hegedus
Attorney for Plaintiff

FAX**Date:** 12/18/2013**Pages including cover sheet:** 3

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| Phone | (888) 415-0610 * 1000 |
| Fax Number | (888) 809-7010 |

NOTE:

Attn: Peggy Bowers Re: [REDACTED]



Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
Phone: (734) 285-8800 Fax: (734) 285-9474
www.southgatelincoln.com Toll Free: 1-800-727-0093

State Reg. No. F-152366

Cashiered Date: 11/13/2013 7:57:31 AM

REPRINT

SO #: 306562

Tag #: 3904

*** Service Invoice Customer Copy ***

Auth#:

Page 1
Fleet:

| | | | | | | | |
|----------------|---------------------|---------------|-----------------|----------------|------------|--------------|------------|
| Customer No: | 207111 | Advisor: | Brian Rothermal | Invoice Date: | 11/13/2013 | Term: | CASH |
| ALLEN PARK, MI | | License No | NA | Odometer In | 40675 | Odometer Out | 40677 |
| Home | Bus: (000) 000-0000 | Year | 2012 | Make | FORD | Model | FUSION |
| Cell: | Today | Vehicle ID No | 3FAHP0JABCP | Selling Dealer | | Model No | |
| Email: | | Fleet # | | SO Date | 11/01/2013 | InServ Date | 08/11/2011 |
| | | | | | | Color | BLUE |
| | | | | | | Location | |

Request/Concern

Type CSR# TU Amount

1 GC CK NO POWER STEERING AND POWER STEERING WARN ON
SEE HISTORY
GC NO CHARGE C 464 0 0.00

Technician 119

Correction: EEC QUICK TEST DIAG
12650D
12650D45 EEC PPT/DIAG
P07AE 09-C8
UD415.00-48
LOW TIRE LAMP ON, FOUND BOTH FRONT TIRES AT
15 PSI
CHECK ALL FOUR TIRES CORRECT PRESSURE,
ROTATE TIRES
TEST BATTERY RECOMMEND REPLACEMENT
CLEAR CODES UNABLE TO TEST DRIVE LOW FUEL
LAMP ON DASH, 0 MILES LEFT TO EMPTY
SEE JOE OR DON S

Request Total 0.00

LABOR 0.00
PARTS 0.00
SUPPLIES 0.00
SUBTOTAL 0.00
SALES TAX 0.00
TOTAL INVOICE 0.00

UNWARRANTED WARRANTY

ALL WORKMANSHIP AND MATERIALS ARE GUARANTEED BY THE DEALER FOR 12 MONTHS OR 100,000 MILES, WHICHEVER COMES FIRST. A LIMITED WARRANTY COVERAGE, THE EXHAUSTION OF WHICH RESULTS IN THE LOSS OF THE WARRANTY, IS NOT A PART OF THE WARRANTY.

STORAGE OF \$15 PER DAY WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (PA.300) THE EXISTING WARRANTY APPLIES TO THE PARTS AND THEREFORE MAY BE DEFERRED BY THE MANUFACTURER. THE SELLING DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND HEREBY ASSUMES NO AUTHORITY TO ASSUME TO BE A LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND TO ASSUME TO BE ENTITLED TO RECEIVE FROM THE SELLING DEALER A REPAIR OR REPAIRS TO THE PARTS, DAMAGES TO PROPERTY, DAMAGES TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANY OTHER INCIDENTAL DAMAGES.

* NOTIFICATION OF THE LOSS OF THE WARRANTY TO THE MANUFACTURER IS REQUIRED FOR THE WARRANTY TO BE MAINTAINED. IF THE WARRANTY IS NOT MAINTAINED, THE WARRANTY WILL BE VOID. THE WARRANTY IS NOT A CONTRACT AND IS NOT A GUARANTEE. THE WARRANTY IS NOT A CONTRACT AND IS NOT A GUARANTEE. THE WARRANTY IS NOT A CONTRACT AND IS NOT A GUARANTEE.

ON CHECK OF SERVICE RECORDS, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE. THE SELLING DEALER IS NOT RESPONSIBLE FOR CHARGES TO THE OWNER. THERE IS NO INDICATION FROM THE INFORMATION OF THE VEHICLE OR THE PARTS THAT ANY PART OR PARTS WERE REPLACED OR REPAIRED BY THE SELLING DEALER OR ANY OTHER PARTY. THE SELLING DEALER IS NOT RESPONSIBLE FOR CHARGES TO THE OWNER. THERE IS NO INDICATION FROM THE INFORMATION OF THE VEHICLE OR THE PARTS THAT ANY PART OR PARTS WERE REPLACED OR REPAIRED BY THE SELLING DEALER OR ANY OTHER PARTY.

REPAIRS PROPERLY DOCUMENTED AND
CHECKED BY

X

(PRINT)

DEALER GENERAL MANAGER OR AUTHORIZED PERSON

(SIGN)

K

FAX**Date:** 11/13/2013**Pages including cover sheet:** 24

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| To: | |
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| Phone | |
| Fax Number | +1 (248) 601-4497 |

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| | NN |
| | |
| Phone | (888) 415-0610 * 1000 |
| Fax Number | (888) 809-7010 |

NOTE:

To Peggy Bowers Regarding [REDACTED]

CUSTOMER #:

PCM
P3

280357

INVOICE

PAGE 2

FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD
14585 Michigan Ave. P.O. Box 646
DEARBORN, MICHIGAN 48128
PHONE: (313) 846-5000
FAX: (313) 846-7365
ST. # F-108840
www.fairlaneford.com



ALLEN PARK MI

HOME

BUS:

CONT: N/A

CELL:

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG |
|-------------|------------|-------------|----------------------|---------------|----------------|---------|
| SZ | 12 | FORD FUSION | 3FAHP0JA6CR | | 150/152 | T6211 |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT |
| 11AUG11 DE | | | 17:00 15AUG11 | | | |
| R.O. OPENED | READY | OPTIONS: | STK:12114 DLR:030508 | ENG:2.5 Liter | CASH | 18AUG11 |
| | | TRN:44W | | | | |

09:19 15AUG11 11:15 18AUG11

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

152 SELF TEST CODES KOBO P0103 P0135 P0141 KOER PASS CONT P0103
P0135 P0141 P0512 LIGHT ON. PINPOINT TESTS DC1, DW, CK WIRING HARNESS
FOR PINCHED WIRING. CK CONNECTIONS AT MASS AIR FLOW AND HEGO SENSORS
OK. DURING KOEO SELF TEST, ENGINE WOULD START ITSELF. CK VOLTAGE
READING IN PCM AT 26 VOLTS. CK VOLTAGE AT BATTERY AT 12.5 VOLTS.
REPLACED PCM. REPROGRAMMED TWO PATS KEYS. RETEST P1000 12A650 CC42
MTIME REQUEST ABNORMAL DIAG

| | | | | | | | | | |
|---|------------|-------------------------|-------------------|----------------------|--|------------------------|--|--------|--|
| P.S.A. CODE #2850-3 TAX ID NO. A-28-1690479 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO. | | DESCRIPTION | | TOTALS | |
| SUBTOTAL | ADJUDICATE | DATE INSTALLED | ACCREDITED/RECALL | ORIGINAL R.O. NUMBER | | LABOR AMOUNT | | 0.00 | |
| (CHECK / APPROPRIATE BOX) | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | PARTS AMOUNT | | 0.00 | |
| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | GAS, OIL, LUBE | | 0.00 | |
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| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | TOTAL CHARGES | | 0.00 | |
| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | LESS INSURANCE | | 0.00 | |
| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | SALES TAX | | 0.00 | |
| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | PLEASE PAY THIS AMOUNT | | 0.00 | |
| | | NO. / DAY / YR. | NO. / DAY / YR. | NO. / DAY / YR. | | CERTIFICATION | | | |

DISCLAIMER OF WARRANTIES: We warrant that the product and parts are those made or by the manufacturer. The Fairlane Ford Motor, however, disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and hereby disclaims any liability for damages or compensation for any loss or injury in connection with the sale of this product.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CUSTOMER COPY

3115111

CUSTOMER #:

280357

FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD

14585 Michigan Ave. P.O. Box 846

DEARBORN, MICHIGAN 48128

PHONE: (313) 846-5000

FAX: (313) 846-7385

ST. # F-106640

www.fairlaneford.com

ALLEN PARK MI

HOME

CONT:N/A

BUS:

CELL:

PAGE 1

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

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| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG | |
| SZ | 12 | FORD FUSION | 3FAHP0JA6CH | | 150/152 | T6211 | |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 11AUG11 DD | | | 17:00 15AUG11 | | | CASH | 18AUG11 |
| R.O. OPENED | | READY | | OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter | | | |
| 09:19 15AUG11 | | 11:15 18AUG11 | | TRN:44W | | | |
| LINE OPCODE TECH TYPE HOURS | | | | LIST | | | NET TOTAL |
| A TOW IN | | | | | | | |

A TOW IN

99P 99P MULTIPOINT INSPECTION INCLUDED IN FAST
LUBE IF FAST LUBE DONE

9999 C 0.00

0.00 0.00

1 WPR 12A650.TP

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

B CK ENG LITE ON CRANK NO START

CAUSE: SELF TEST CODES KOEO P0103 P0135 P0141 KOER PASS CONT P0103

P0135 P0141 P0512 LIGHT ON. PINPOINT TESTS DC1, DW, CK WIRING

HARNES FOR PNC

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

16 STEVENS, JOSEPH LIC#:

W01 0.20

(N/C)

1 BE5Z*12A650*JD MODULE - ENGINE CONTROL - EEC

(N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

16 STEVENS, JOSEPH LIC#:

W01 0.30

(N/C)

12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE

(12A650/12B565) - L

16 STEVENS, JOSEPH LIC#:

W01 0.70

(N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

EXTRA TIME TO REPEAT FINAL QUICK TEST

16 STEVENS, JOSEPH LIC#:

W01 0.10

(N/C)

FC: E29 42

PART#: BE5Z*12A650*JD

COUNT:

CLAIM TYPE:

AUTH CODE:

4559

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

| SALES CODE 030508 FAX ID NO. 1-88-1990479 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO | DESCRIPTION | TOTALS |
|---|--------------|-------------------------|-----------|---------------------|------------------------|--------|
| DATE TOTAL | DATE INVOICE | DATE RECEIPT | DATE TEST | | LABOR AMOUNT | |
| | | | | | PARTS AMOUNT | |
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| | | | | | LESS INSURANCE | |
| | | | | | SALES TAX | |
| | | | | | PLEASE PAY THIS AMOUNT | |

DISCLAIMER OF WARRANTIES: We warrant on the product and labor only. This does not include any other parts or labor. The dealer, Fairlane Ford, hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Fairlane Ford neither warrants nor agrees to be held responsible for any damage to the vehicle or any other property.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

SIGNED

Please print, do not stamp or initial

By X

CUSTOMER COPY

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT # A-330.

Note

8/30/11

FAIRLANE FORD SALES, INC.

CUSTOMER #:

281006

JUST EAST OF SOUTHFIELD
14585 Michigan Ave P.O. Box 646

DEARBORN, MICHIGAN 48126

PHONE: (313) 846-6000

FAX: (313) 846-7365

ST. # F-106640

www.fairlaneford.com

INVOICE

DUPLICATE 1
PAGE 1

ALLEN PARK, MI

HOME

BUS:

CONT

CELL

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG |
|---------------|---------------|-------------|----------------------|---------------|----------------------------|---------|
| SZ | 12 | FORD FUSION | 3FAHPOJA6CR | | 1030/1041 | T6982 |
| DEL DATE | PROD. DATE | WARR. EXP. | PROMISED | PONOL | RATE | PAYMENT |
| 11AUG11 DD | | | 17:00 30AUG11 | | | CCP |
| R.O. OPENED | READY | OPTIONS: | STK:12114 DLR:030508 | ENG:2.5 Liter | TRN:44W 1)238 514 662 2)HE | |
| 12:07 30AUG11 | 08:04 01SEP11 | | | | | |
| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET |
| A | TIM | SEE | TOM | | | TOTAL |

99P 99P MULTIPOINT INSPECTION INCLUDED IN PAST
LUBE IF FAST LUBE DONE

9999 C 0.00

80 C 0.00

0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
...1041 DROVE 5 MILES AFTER REPAIR NOISE GONE, T.L.

B FLUTTERING NOISE WHEN BRAKING ESPECIALLY IN REVERSE FEELS LIKE IT IS
COMING FROM LT F/ECAUSE: CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK DID
FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

999A SECURE LOOSE CONNECTOR AIR CLEANER

8 LATENDRESSE, TOM LIC#:

W01 0.20

(N/C)

FC: N50 33

PART#: 9600

COUNT:

CLAIM TYPE:

AUTH CODE:

7708

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

...1030 CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK

...DID FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

C GOES TO B/S FOR RT FENDER

NWD NO WORK DONE

9999 C 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

...1041 DEALER TRADE WILCOX RT FRT FENDER HAD SCRATCH AND SMALL DENT

...WAS BRUSH TOUCHED UP CUST NOT HAPPY WITH REPAIR NEW CAR DEPT, T.L.

...REPAIRED AT B/SHOP ON SEPERATE RO

| | | | | | | |
|--|--------------------|-------------------------|--|---------------------|------------------------|--------|
| P & A CODE 030508 FAX D NO A-32-1690478 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO | DESCRIPTION | TOTALS |
| DATE INSTALLED | ACCIDENT INFLUENCE | DISPOSAL R.D. NUMBER | | | LABOR AMOUNT | |
| NO. DAY | NO. MONTH | | | | PARTS AMOUNT | |
| (CHECK (X) APPROPRIATE BOX) | | COMMITMENT CODE | | | GAS, OIL, LUBE | |
| <input type="checkbox"/> CLAIM COVERED <input type="checkbox"/> AUTHORIZED BY BUYER <input type="checkbox"/> PARTS SOLD BY | | | | | SUBLET AMOUNT | |
| PARTS | | LABOR | | | MISC CHARGES | |
| TOTAL | | | | | TOTAL CHARGES | |
| AUTHORIZED SIGNATURE AND DATE | | | | | LESS INSURANCE | |
| | | | | | SALES TAX | |
| | | | | | PLEASE PAY THIS AMOUNT | |

DISCLAIMER OF WARRANTY: Any warranty on this product and hereby on those made by the manufacturer. The dealer, Fairlane Ford, hereby warrants that the product is new and that it is free from any defects in workmanship, materials, or parts. The dealer does not warrant the product for a particular purpose, and Fairlane Ford does not warrant any other person to assume any liability in connection with the sale of this product.

* CERTIFICATION *

ALL REPAIRS AND PARTS MUST BE MADE WITHIN 90 DAYS OF THE DATE OF THE ORIGINAL REPAIR ORDER. IF NOT, THE REPAIR ORDER WILL BE VOID.

CUSTOMER #:

281006

FAIRLANE FORD SALES, INC.

JUST EAST OF SOUTHFIELD
14585 Michigan Ave. P.O. Box 846
DEARBORN, MICHIGAN 48126

PHONE: (313) 846-5000

FAX: (313) 846-7365

ST. # F-106640

www.fairlaneford.com

INVOICE

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

ALLEN PARK, MI

HOME

CONT:

BUS:

CELL:

| | | | | | | | | | |
|---------------|--|------------|---------------|---------------|---|---------|-----------------|-----------|-------|
| COLOR | | YEAR | MAKE/MODEL | | VIN | LICENSE | MILEAGE IN/ OUT | | TAG |
| SZ | | 12 | FORD FUSION | | 3FAHP0JA6CF | | 1030/1041 | | T6982 |
| DEL DATE | | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | |
| 11AUG11 DD | | | | 17:00 30AUG11 | | | CCP | 02SEP11 | |
| R.O. OPENED | | | READY | | OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter | | | | |
| 12:07 30AUG11 | | | 08:04 01SEP11 | | TRN:44W 1)238 514 662 2)HE | | | | |

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

D TO TIM FOR GAS

ADD ADD ON REPAIR -PLEASE SPECIFY

9999 ISP 0.00

LUBE MARATHON GAS INV#5282447.

PO#0

C

41.20 41.20

FC: D

PARTS: 0.00 LABOR: 0.00 OTHER: 41.20 TOTAL LINE D: 41.20

,,,1041 CCP GAS CUST HAS BEEN IN TWICE FOR SERVICE ONLY HAD COUPLE

,,,WEEKS,T.L.

E** MINI DETAIL includes hand wash and wax, exterior windows, interior vacuum and application of tire dressing.

NWD NO WORK DONE

9999 C 0.00

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

,,,1030 N/C DETAIL CCP CUST BEEN IN TWICE NOW WITH NEW CAR 1000 MILES

,,,ON IT T.L.

| | | | | | | |
|--|--|--|--|---|---|---|
| T.S.A. CODE 93050-8 FAX TO NO A-38-908478 S/O TOTAL ALLOCATION PLUS TAXES USED | | SERVICE INSTALLED PARTS DATE, TIME, EMP. ADJUSTED MILEAGE ORIGINAL R.O. NUMBER NO. DAY RE. NO. REASON | | APPROVAL CODE OR NO. COMMITMENT CODE | DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT | TOTALS 0.00 0.00 41.20 0.00 0.00 41.20 41.20 0.00 |
| (CHECK / APPROPRIATE BOX) <input type="checkbox"/> CUST. REVIEW <input type="checkbox"/> AUTHORIZED SIGNATURE <input type="checkbox"/> PARTS SLIP CUP | | PROGRAM CODES: REPAIR, TOP-UP, REPAIRS | | ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICE RENDERED HEREON IS SUBJECT TO NO CHARGE TO DRIVER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED. THIS CLAIM HAS BEEN CONNECTED BY IN ANY ACCIDENT, RESERVATION OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY RETIRE CONTACTS IN 1000. | | |
| PARTS LABOR TOTAL AUTHORIZED SIGNATURE AND DATE | | CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF. | | | | |

DISCLAIMER OF WARRANTIES: Warranties on the products sold hereby are those made by the manufacturer. The dealer, Fairlane Ford, hereby expressly disclaims any warranty, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford hereby disclaims any other person is claiming for any liability in connection with the sale of used vehicles.

- CERTIFICATION -
ALL REPAIRS AND PARTS USED WERE PERFORMED IN COMPLIANCE WITH MICHIGAN ACT 129 OF 1996.

11/6/12 power steering ★

~~11/9/11 Labor 2 Body~~

10/21/11 ABS Light ★

~~10/7/11 Body shop~~

Southgate Lincoln

could not

print out

above 2
problems



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State Reg. No. F-152366

Cashiered Date: 02/21/2013 8:05:14 PM

SO #: 300629

Tag #: 9061

REPRINT*** Service Invoice Customer Copy ***

Auth#:

Page 1
Fleet:

| | | | |
|----------------------|---------------------------|--------------------------|-------------------------|
| Customer No: 207111 | Advisor: Joseph Brancheau | Invoice Date: 02/21/2013 | Term: CASH |
| Allen Park, MI | License No: NA | Odometer In: 30507 | Odometer Out: 30509 |
| Home: (000) 000-0000 | Year: 2012 | Make: FORD | Model: FUSION |
| Cell: (000) 000-0000 | Vehicle ID No: | Selling Dealer: | Model No: |
| Email: | 3FAHP0JA6CF | SO Date: 02/18/2013 | InServ Date: 08/11/2011 |
| Color: BLUE | Fleet #: | Location: | |

Request/Complaint

Type CSR# TU Amount

1 GW Customer States the powersteering is inop -
111103A TSB FOR STEERING
1 BE5Z 3078 B ARM ASY - FRONT SUSPENSION
1 BE5Z 3079 A ARM ASY - FRONT SUSPENSION
2 W500752 S439 BOLT
4 99958 1222 WASHER - FLAT
4 W302123 S300 NUT
4 W302120 S300 BOLT
1 6E5Z 3R827 AA BOLT
4 W302281 S300 WASHER
4 W520416 S441 NUT
Technician 119
Cause: SEE RIGHT
NOTE NEEDS ALL 4 TIRES, BUT 2 REARS ASAP
STEEL BELTS
SHOWING
Correction: INSPECT VERIFY CONCERN, EEC QUICK TEST DIAG
OASIS RAN
TSB 11113 APPLIES, BELLOWES OK
REPLACE BOTH REAR FRONT SUSPENSION ARMS
VERIFY REPAIRS
111103A 16 HRS

W 200 150
W
W
W
W
W
W
W
W
W

power steering
2/21/13
pg 1

Request Total 0.00

2 M99P MUTIPOINT INSPECTION
89P MULTI POINT INSPECTION C 464 0 0.00

Technician 119

OUR SERVICE GUARANTEE

We guarantee our service work for 12 months or 20,000 miles, whichever comes first. If under our service guarantee, we will fix the problem at no charge.

STORAGE OF VEHICLES PER DAY WILL BE CHARGED 40 HOURS AFTER REPAIRS ARE COMPLETED.

THESE WARRANTIES ARE APPROVED BY THE PARTS AND THOSE WHICH MAY BE OFFERED BY THE DEALER OR THE MANUFACTURER. THE DEALER OR THE MANUFACTURER IS NOT RESPONSIBLE FOR THE WARRANTY. THE WARRANTY IS NOT VALID UNLESS THE VEHICLE IS MAINTAINED AT THE DEALER OR THE MANUFACTURER. THE WARRANTY IS NOT VALID UNLESS THE VEHICLE IS MAINTAINED AT THE DEALER OR THE MANUFACTURER. THE WARRANTY IS NOT VALID UNLESS THE VEHICLE IS MAINTAINED AT THE DEALER OR THE MANUFACTURER.

SHOP SUPPLIES (NOT TO EXCEED \$500) OF LABOR, OIL, AND FLUIDS ARE INCLUDED IN THE WARRANTY. APPROPRIATE SUPPLIES ARE TYPICALLY, BUT NOT ALWAYS, INCLUDED IN THE WARRANTY. APPROPRIATE SUPPLIES ARE TYPICALLY, BUT NOT ALWAYS, INCLUDED IN THE WARRANTY.

ON BEHALF OF SOUTHWEST DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PROVIDED BY THE DEALER. THE DEALER HAS NO INFORMATION FROM THE MANUFACTURER OF THE VEHICLE OR OTHER SOURCE THAT A PART, MATERIAL, OR REPAIR IS NOT AS DESCRIBED. THE DEALER HAS NO INFORMATION FROM THE MANUFACTURER OF THE VEHICLE OR OTHER SOURCE THAT A PART, MATERIAL, OR REPAIR IS NOT AS DESCRIBED.

X _____
OWNER
DEALER, SERVICE, LEASE, RENT, OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND
CHECKED BY
X



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State Reg. No. F-152366

Cashiered Date: 02/21/2013 8:05:14 PM

SO #: 300629

Tag #: 8081

REPRINT*** Service Invoice Customer Copy ***

Auth#:

Page 2
Fleet:

| | |
|--|--|
| Customer Name [REDACTED] 207111 [REDACTED] ALLEN PARK, MI Home [REDACTED] Bus: (000) 000-0000 Cell: [REDACTED] Today [REDACTED] Email: [REDACTED] [REDACTED] | Advisor: Joseph Brancheau Invoice Date: 02/21/2013 Term: CASH License No: NA Odometer In: 30507 Odometer Out: 30509 Year: 2012 Make: FORD Model: FUSION Vehicle ID No: [REDACTED] Selling Dealer: 3FAHP0JA6CF Fleet # [REDACTED] Delivery Date: [REDACTED] Stock No: [REDACTED] Model No: [REDACTED] Color: BLUE SO Date: 02/18/2013 InServ Date: 08/11/2011 Location: [REDACTED] |
|--|--|

Request/Complaint

Type CSR# TU Amount

Cause: NEEDS 4 TIRES ASAP

Correction: NEEDS 4 TIRES ASAP

Request Total 0.00

Added Operation

3 GW Customer States check for possible leak
121105A TSB LEFT HALF-SHAFT LEAK
1 9L8Z 1177 A SEAL
1 AE5Z 3A427 E SHAFT - FRONT AXLE
Technician 119
Cause: SEE RIGHT
Correction: INSPECT VERIFY WITH LEAK TEST
LEAK TEST
RNR LEFT FRONT KNUCKLE, REMOVE DRIVE
SHAFT,
RNR AXLE SEAL
RE ASSY..

W 200 1.70
W
W

2/21/13
pg 2

Request Total 0.00

Added Operation

4 RENTAL RENTAL OUT (TAP) RA 45098 FORD/ LINC
RENTAL LOANER 4@45 (TAP)
SUBLET RENTAL OUT - TAP LOANER
Technician 199

WTAP 425 0
WSUB 425 0

OUR SERVICE GUARANTEE

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If under normal conditions, our repair or replacement will be free of charge.

STORAGE FEES PER DAY WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTIES APPLICABLE TO THIS SERVICE ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREIN EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE IN THE U.S.A. AND PROVIDES, AND HEREBY AGREES, NOT TO BE RESPONSIBLE TO ANYONE FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND/OR NOT TO BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR ANY OTHER INCIDENTAL DAMAGES.

WORK SUPPLIED (NOT TO EXCEED 5000) OF LABOR AND NOT AS INCLUSIVE FOR CONSUMABLES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE TIRE, RENEWABLE, SPRAY, BOND, CLEANING, ELECTRICAL WIRE, & BATTERY FLUID. (FOR NO SUPPLY) INCLUDES TIRE & WASTE DISPOSAL & RECYCLING COST OF OIL, & OIL FILTERS & WAXES.

ON BEHALF OF SELLING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE NOTED. IF ANY DISCREPANCY WERE FOUND, IT IS THE RESPONSIBILITY OF THE OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR THE REPAIR THAT ANY PART REPAIRS WERE REPLACED UNDER THE GUARANTEE. NO REPAIRS WERE MADE IN ANY WAY WITHIN A 1000 MILE RANGE OF THE SELLING DEALER. REPAIRS TO THE VEHICLE THIS DAY ARE AVAILABLE FOR 1 YEAR FROM THE DATE OF REPAIR NOTIFICATION AT THE SELLING DEALER FOR NO FEE BY REPRINTING THIS FORM.

X

PRINTED:

OWNER, GENERAL MANAGER OR AUTHORIZED PERSON

[DATE]

BECAUSE PROPERLY COMPLETED AND
CHECKED BY

X



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Cashiered Date: 02/21/2013 6:05:14 PM

SO #: 300629

Tag #: 9061

REPRINT*** Service Invoice Customer Copy ***

Auth#:

Page 3
Fleet:

| | | | | |
|----------------------|-------------|----------------------------------|---------------------------------|---------------------|
| Customer No: | 207111 | Advisor: Joseph Brancheau | Invoice Date: 02/21/2013 | Term: CASH |
| License No | NA | Odometer In | 30507 | Odometer Out |
| Year Make | 2012 FORD | Model | FUSION | Model No |
| Vehicle ID No | 3FAHP0JA6CF | Selling Dealer | | Color |
| Fleet # | | SO Date | 02/18/2013 | InServ Date |
| | | Location | 08/11/2011 | |

Allen Park, MI
Home: (000) 000-0000
Cell: Today:
Email:

Request/Complaint

Type CSR# TU Amount

Request Total 0.00

LABOR 0.00
PARTS 0.00
SUPPLIES 0.00
SUBTOTAL 0.00
SALES TAX 0.00
TOTAL INVOICE 0.00

2/21/13
P3

OUR SERVICE GUARANTEE

We guarantee our work for 12 months or 100,000 miles, whichever comes first. If under normal operation, our work or materials will be replaced (no charge) and we will fix it free of charge.

STORAGE OF \$15 PER DAY (MAX) OF CHARGES 48 HOURS AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTIES PAYABLE TO THE PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER WRITTEN OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY. THE CUSTOMER'S SOLE REMEDY IN CONNECTION WITH THE SALE OF THE VEHICLE IS A REPAIR OR PARTS. BUYER SHALL NOT BE ENTITLED TO RECEIVE FROM THE SELLER ANY OTHER REMEDY OR PARTS, DAMAGES OR REPAIRS, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANY OTHER INCIDENTAL DAMAGES.

SHOPS OFFICIALS (NOT TO EXCEED \$500) OF LABOR OR PARTS AS INCLUDED FOR SUPPLY OF TOOLS OR TOOLS. APPLICABLE SUPPLY ITEMS ARE TIRE, AIR FILTER, OIL, OIL FILTER, FLUIDS, ELECTRICAL, WIRE, AND FUEL SYSTEMS. CHARGES ALSO INCLUDE INFLATION AND/OR A REPAIRING COST OF OIL, SOLVENTS AND CLEANING.

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE WORKMANSHIP AND REPAIRS ARE ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDEMNITY FROM THE APPLICABLE OF THE VEHICLE OR OTHERWISE THAT ANY REPAIRS OR REPLACEMENTS WERE MADE. THE CUSTOMER HAS BEEN ADVISED OF ALL THE RISKS OF THIS SALE AND HAS BEEN ADVISED OF ALL THE RISKS OF THIS SALE AND HAS BEEN ADVISED OF ALL THE RISKS OF THIS SALE.

X _____
OWNER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND
ONE COPY OF

X



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**** In Progress ****

SO #: 304911

Tag #: 3055

*** Service Invoice Customer Copy ***

Auth#:



Page 1
Fleet:

| | | | | | | | |
|---------------------|--|----------------------------|--|----------------------------|--|-------------------------|--|
| Customer No: 207111 | | Advisor: Brian Rothermal | | Invoice Date: 08/29/2013 | | Term: CASH | |
| ALLEN PARK, MI | | License No: NA | | Odometer In: 38206 | | Odometer Out: 38208 | |
| Home: [REDACTED] | | Year: 2012 | | Make: FORD | | Model: FUSION | |
| Cell: [REDACTED] | | Vehicle ID No: 3FAHPOJA8CP | | Selling Dealer: [REDACTED] | | Model No: [REDACTED] | |
| Email: [REDACTED] | | Fleet #: | | SO Date: 08/27/2013 | | InServ Date: 08/11/2011 | |
| Bus: (000) 000-0000 | | Today: | | Color: BLUE | | Location: | |

Request/Complaint

| | Type | CSR# | TU | Amount |
|--|------|------|----|--------|
| 1 GC CK POWER STEERING ASSIST LITE AND ADVANCE TRAC ALSO TIRE PRESS LITE SEE HISTORY | C | 200 | 0 | 0.00 |

Technician 119

Correction:

INSPECT VERIFY CONCERN,
EEC QUICK TEST
ELECTRONIC POWER STEERING DIAG,
CLEAR CODES PERFORMED PMI
1.0 HRS

EST GIVEN FOR POWER STEERING RACK DECLINED
AT THIS TIME

CP 1.0 HRS

*Steering
8/29/13*

Request Total 0.00

| | |
|----------------------|-------------|
| LABOR | 0.00 |
| PARTS | 0.00 |
| SUPPLIES | 0.00 |
| SUBTOTAL | 0.00 |
| SALES TAX | 0.00 |
| TOTAL INVOICE | 0.00 |

OUR SERVICE GUARANTEE

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If under warranty (and cost), our parts are replaced no charge. (We do not charge for labor.)

STORAGE OF VEHICLES WILL BE CHARGED ON HOUR AFTER REPAIRS ARE COMPLETED

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (PA 300) THE ONLY WORKING PARTS APPLIED TO THIS VEHICLE ARE THOSE WHICH MAY BE OBTAINED BY THE MANUFACTURER. THE SELLING DEALER HERE BY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER ASSURANCE NOT AUTHORIZED BY LAW. PERSONS ASSUMING RESPONSIBILITY IN CONNECTION WITH THE SALE OF THE PARTS. A NO-FAULT SERVICE AGREEMENT NOT BE EXTENDED TO IMPROVE FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR PROFIT, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR OTHER DAMAGES.

SHOP SUPPLIES (NOT TO EXCEED \$20.00) OF LABOR, MATERIALS AND SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE PARTS, ACCESSORIES, FLUIDS, OILS, CLEANERS, ELECTRICAL WIRE, AND THERMAL WAX. CYBEX NOT USED. INCLUDES MATERIALS WASTE DISPOSAL AND REPAIRING COST OF OIL, ROYALTY AND OTHERS.

OUR SERVICE GUARANTEE DOES NOT APPLY TO THE INFORMATION CONTAINED HEREIN. A WARRANTY IS NOT A CONTRACT. THERE IS NO WARRANTY OF THE VEHICLE OR OTHER WORK SET FOR A YEAR. IF PARTS ARE REPLACED OR REPAIRED UNDER THIS CLAIM, THE CLAIMANT SHALL BE RESPONSIBLE FOR THE COST OF THE CLAIM. A NO-FAULT SERVICE AGREEMENT NOT BE EXTENDED TO IMPROVE FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR PROFIT, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR OTHER DAMAGES.

X _____
OWNER, OWNER'S AUTHORIZED PERSON

REPAIRS PROPERLY COMPLETED AND
OK BY

X



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State Reg. No. F-152366

PRIORITY: 0

Promised Date 10/17/2013 6:00:00 PM

WORK ORDER



Tag#: 3608

SHOP: S1 Fleet Type: Printed: 10/17/2013 12:04:32 PM Page: 1

| | | | | |
|------------------------------|--------------------------|-------------------------------------|------------------------------|---------------|
| Customer No: STEVEN | Advisor: Brian Rothermal | Date: 10/17/2013 | Time: 11:57 AM | SO #: 306058 |
| License No NA | Odometer In 40410 | Delivery Date 00/00/0000 | InService Date 08/11/2011 | Stock No |
| Year 2012 | Make FORD | Model FUSION | Model No | Color BLUE |
| Vehicle ID No 3FAHP0JA6CR | Selling Dealer | Extended Warranty NOT APPLICABLE | Location | |
| Engine Size | | Fleet # | | |

COM

Request/Complaint

1 GC

CK POWER STEERING INOP TCS AND ADVANCE TRACK
 LITE AND POWER STEERING SERVICE LITE COMES ON
 AS SOON AS YOU SHUT CAR OFF NO POWER STEERING
 WILL NOT OPERATE RACK AND PINION ASSY REPLACED
 AT VARSITY 9-24-13

Type

C

Steering
 10/17/13

OUR SERVICE GUARANTEE

We guarantee our service only for 3 months or 3,000 miles whichever comes first. If any repairs are needed, our repair shop will repair them at no charge.

STORAGE OF \$15 PER DAY WILL BE CHARGED TO REPAIRS AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTY IS ANYTHING TO THE POINTS AND THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER SHALL BE RESPONSIBLE FOR ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. THE SELLING DEALER SHALL BE RESPONSIBLE FOR ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. THE SELLING DEALER SHALL BE RESPONSIBLE FOR ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.

SHOWN TO THE CUSTOMER (NOT TO EXCEED \$100.00) OF LABOR AND MATERIALS. ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE CHASSIS AUTO REPAIR ACT (H.A. 2000).

The undersigned hereby certifies that the above work was done in accordance with the terms of the warranty. The undersigned hereby certifies that the above work was done in accordance with the terms of the warranty. The undersigned hereby certifies that the above work was done in accordance with the terms of the warranty.


I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN

X

[Signature]

CUSTOMER SIGNATURE AND ADDRESS ONLY

[Signature]



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REACH HIGHER

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www.varsityautos.com

P & A CODE 10011

STATE REGISTRATION NO.
F-144322

steering
9/24/13 pg. 1

| | | | | | | | |
|-----------------|---------------|--------------------------------|---------|-----------|--------|--------------------|-----------------|
| CUSTOMER NO. | BRIAN KEESLER | | 704 | TAG NO. | 083 | INVOICE DATE | 09/24/13 |
| LABOR RATE | | LICENSE NO. | MILEAGE | | 39,581 | COLOR | |
| YEAR/MAKE/MODEL | | 12/FORD/FUSION/4DR SDN SEL FWD | | | | DELIVERY DATE | DELIVERY MILE |
| VEHICLE ID NO. | | 3FAHP0JA6CR | | | | SELLING DEALER NO. | PRODUCTION DATE |
| F.T.E. NO. | | P.O. NO. | | R.O. DATE | | 09/20/13 | |
| BUSINESS PHONE | | COMMENTS | | | | | |

JOB# 1 CHARGES

| | | | | | |
|--|--------------|--------------|-----------------|---------------|----------|
| LABOR | 3P-1-0312202 | | | TECH(S): 1187 | WARRANTY |
| CUSTOMER STATES THAT THE POWER STEERING IS INOP | | | | | |
| 42 3504 | | | | | |
| PER PAT S | | | | | |
| VERIFIED PS INOP/TESTED SYSTEM INTERNAL MODULE FAILURE/ | | | | | |
| REPLACED ELETRONIC RACK AND PINION/CK ALIGNMENT SET TOE. | | | | | |
| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY |
| | 1 | AESZ-3504-CE | GEAR ASY - STEE | | |
| | 2 | XT-5-QMC | FLUID - TRANSMI | | |
| TOTAL - PARTS | | | | 0.00 | |

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICs JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

| | | | | | |
|-------------------------------|--------------|--|--|---------------|----------|
| LABOR | 3P-2-0312202 | | | TECH(S): 1162 | WARRANTY |
| PERFORM QUICKLANE MULTI POINT | | | | | |
| INSPECTION | | | | | |
| TIRES BRAKES YELLOW | | | | | |

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICs JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

| | | | | | |
|------------------------------------|--------------|--|--|---------------|----------|
| LABOR | 3P-3-0312202 | | | TECH(S): 1117 | WARRANTY |
| CUSTOMER PAY RENTAL \$30.00 A DAY. | | | | | |

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICs JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

| | | | | | |
|-------------------------------------|--------------|--|--|---------------|----------|
| LABOR | 3P-4-0312202 | | | TECH(S): 1117 | WARRANTY |
| BATTERY TESTED OKAY AT THIS TIME... | | | | | |
| BATTERY TESTED OK.... | | | | | |

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX LICs JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

| | | | | | |
|---|--------------|--|--|---------------|----------|
| LABOR | 3P-5-0312202 | | | TECH(S): 1117 | WARRANTY |
| ALL VEHICLE BRAKES | | | | | |
| MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32 | | | | | |
| MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32 | | | | | |

PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 05:46pm

SERVICE INVOICE

DISCLAIMER OF WARRANTIES

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

Service Hours

Monday - Friday

7:00 am - 6:00 pm

Saturday 8:00 am - 4:00 pm

SERVICE LINE: (248) 305-5400

Free courtesy shuttle available

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

X _____
SPEC. OWNER OR EMPLOYEE (UNEMPLOYED PERSON - AUTO)

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. \$19.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act, (PA 300)

WORKING PROPERLY COMPLETED AND CHECKED BY:

X _____



VARSITY LINCOLN, INC.
P.O. BOX 633 • 49251 GRAND RIVER AVENUE
NOVI, MI 48378
SERVICE LINE: (248) 305-5400
www.varsityautos.com

P & A CODE 10011

STATE REGISTRATION NO.
F-144322

Steering
9/24/13 pg. 2

| | | | | | | | |
|----------------|---------------|--------------------------------|---------|-------------------|--------|-----------------|----------|
| CUSTOMER NO | BRIAN KEESLER | | 704 | TAB NO | 083 | INVOICE DATE | 09/24/13 |
| LABOR RATE | | LICENSE NO | MILEAGE | | 39,581 | COLOR | |
| YEAR/MAKE/MAKE | | 12/FORD/FUSION/4DR SDN SEL FWD | | DELIVERY DATE | | DELIVERY MILES | |
| VEHICLE ID NO | | 3FAHP0JA6CR | | SELLING DEALER NO | | PRODUCTION DATE | |
| P.T. NO | | P.O. NO | | R.O. DATE | | 09/20/13 | |
| BUSINESS PHONE | | COMMENTS | | | | | |

| | | | | | | | |
|---|--|----------------------------|--|--------------|--|----------------|--|
| JOB# 5 TOTALS | | JOB# 5 JOURNAL PREFIX LIQS | | JOB# 5 TOTAL | | 0.00 | |
| JOB# 6 CHARGES | | JOB# 6 JOURNAL PREFIX LIQS | | JOB# 6 TOTAL | | 0.00 | |
| LABOR | | TECHNICAL | | 0.00 | | | |
| SP. 6-03112VBA | | WHEEL BRAKES | | 0.00 | | | |
| YBK MAY REQUIRE FUTURE ATTENTION. | | | | | | | |
| (DISC 3MM-5MM) (DRUM 1.01-2MM) | | | | | | | |
| YBK MAY REQUIRE FUTURE ATTENTION | | | | | | | |
| DISC 3MM-5MM, DRUM 1.01 MM-2MM | | | | | | | |
| JOB# 6 TOTALS | | JOB# 6 JOURNAL PREFIX LIQS | | JOB# 6 TOTAL | | 0.00 | |
| COMMENTS | | | | | | | |
| RENTAL | | | | | | | |
| CASE NUM CAS-3082331-HSH5VO CUST TO PAY \$100.00 DED PLUS TAX | | | | | | | |
| TECHNICIAN CERTIFICATION | | 1107 | | BRYAN GINGEL | | SS8619 MI06171 | |
| TOTALS | | | | | | | |
| | | TOTAL LABOR... | | 0.00 | | | |
| | | TOTAL PARTS... | | 0.00 | | | |
| | | TOTAL SUBLET... | | 0.00 | | | |
| | | TOTAL G.O.G... | | 0.00 | | | |
| | | TOTAL MISC CHG... | | 0.00 | | | |
| | | TOTAL MISC DISC | | 0.00 | | | |
| | | TOTAL TAX..... | | 0.00 | | | |
| | | TOTAL INVOICE \$ | | 0.00 | | | |

***** IMPORTANT MESSAGE *****
VARSITY LINCOLN WANTS TO
YOU FOR YOUR BUSINESS.
AS A COURTESY ALL RENTALS ARE TO BE RETURNED
WITHIN 8 HRS OR WILL BE SUBJECT TO CHARGE.
RENTALS ARE TO BE RETURNED TO ENTERPRISE PRIOR
TO PICKING UP YOUR VEHICLE IN SERVICE.
ONCE AGAIN WE THANK YOU FOR YOUR BUSINESS.

CUSTOMER SIGNATURE

ALL VEHICLE MAKES

ALL VEHICLE MODELS

PAGE 2 OF 2

CUSTOMER COPY

| END OF INVOICE | 05:48pm

SERVICE INVOICE

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

Service Hours
Monday - Friday
7:00 am - 6:00 pm
Saturday 8:00 am - 4:00 pm
SERVICE LINE: (248) 305-5400
Free courtesy shuttle available

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

X _____
OWNER SIGNATURE, MANUFACTURER'S AUTHORIZED DEALER

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. \$19.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X _____

3115111

CUSTOMER #:

280357

FAIRLANE FORD SALES, INC.

JUST EAST OF SOUTHFIELD
14585 Michigan Ave. P.O. Box 846
DEARBORN, MICHIGAN 48126

PHONE: (313) 846-5000

FAX: (313) 846-7385

ST. # F-108540

www.fairlaneford.com

ALLEN PARK MI

HOME:

CONT:N/A

BUS:

CELL:

PAGE 1

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

| | | | | | | | | |
|-----------------------------|------------|---------------|---------------|---|---------|----------------|-----------|-------|
| COLOR | YEAR | MAKE/MODEL | VIN | | LIGENSE | MILEAGE IN/OUT | | TAG |
| SZ | 12 | FORD FUSION | 3FAHP0JA6CR | | | 150/152 | | T6211 |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | |
| 11AUG11 DE | | | 17:00 15AUG11 | | | CASH | 18AUG11 | |
| R.O. OPENED | | READY | | OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter | | | | |
| 09:19 15AUG11 | | 11:15 18AUG11 | | TRN:44W | | | | |
| LINE OPCODE TECH TYPE HOURS | | | | LIST NET TOTAL | | | | |
| A TOW IN | | | | | | | | |

A TOW IN

99P 99P MULTIPOINT INSPECTION INCLUDED IN FAST

LUBE IF FAST LUBE DONE

9999 C 0.00

0.00 0.00

1 WPR 12A650.TP

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

B CK ENG LITE ON CRANK NO START

CAUSE: SELF TEST CODES KOEO P0103 P0135 P0141 KOER PASS CONT P0103

P0135 P0141 P0512 LIGHT ON. PINPOINT TESTS DC1, DW, CK WIRING

HARNESS FOR PINC

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

16 STEVENS, JOSEPH LIC#:

W01 0.20

(N/C)

1 BESZ*12A650*JD MODULE - ENGINE CONTROL - EEC

(N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -

L

16 STEVENS, JOSEPH LIC#:

W01 0.30

(N/C)

12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE

(12A650/12B565) - L

16 STEVENS, JOSEPH LIC#:

W01 0.70

(N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

EXTRA TIME TO REPEAT FINAL QUICK TEST

16 STEVENS, JOSEPH LIC#:

W01 0.10

(N/C)

FC: E29 42

PART#: BESZ*12A650*JD

COUNT:

CLAIM TYPE:

AUTH CODE:

4559

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

| P.S. A CODE 989048 TAX ID NO A58 180478 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO. | DESCRIPTION | TOTALS |
|---|-------|-------------------------|--------------------|----------------------|------------------------|--------|
| LABOR | PARTS | INTL INSTALLED | ACCREDITED MILEAGE | ORIGINAL P.O. NUMBER | LABOR AMOUNT | |
| | | NO. DAYS | NO. YEARS | | PARTS AMOUNT | |
| | | PROGRAM CODES | REPAIR | REMARKS | GAS, OIL, LUBE | |
| | | | | | SUBLET AMOUNT | |
| | | | | | MISC. CHARGES | |
| | | | | | TOTAL CHARGES | |
| | | | | | LESS INSURANCE | |
| | | | | | SALES TAX | |
| | | | | | PLEASE PAY THIS AMOUNT | |

DISCLAIMER OF WARRANTY: The vehicle is sold "as is" and the Seller, Fairlane Ford, hereby disclaims any and all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford shall not be liable for any damages, including reasonable attorney's fees, arising out of or from the sale of the vehicle.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

SIGNED

By: X

CUSTOMER COPY

* CERTIFICATION *

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 306)

Noise

8/30/11

CUSTOMER #:

281006

FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD
14585 Michigan Ave P.O. Box 646
DEARBORN, MICHIGAN 48128
PHONE: (313) 848-5000
FAX: (313) 848-7365
ST. # F-106640
www.fairlaneFord.com

INVOICE

DUPLICATE 1
PAGE 1

ALLEN PARK, MI

HOME:

BUS: CONT

CELL:

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

| | | | | | | | | | |
|-----------------------------|--|------------|---------------|---------------|---|---------|----------------|-----------|-------|
| COLOR | | YEAR | MAKE/MODEL | | VIN | LICENSE | MILEAGE IN/OUT | | TAG |
| SZ | | 12 | FORD FUSION | | 3FAHP0JA6C | | 1030/1041 | | T6982 |
| DEL DATE | | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE | |
| 11AUG11 DD | | | | 17:00 30AUG11 | | | CCP | 02SEP11 | |
| R.O. OPENED | | | READY | | OPTIONS: STK:12114 DLR:030508 ENG:2.5 Liter | | | | |
| 12:07 30AUG11 | | | 08:04 01SEP11 | | TRN:44W 1)238 514 662 2)HE | | | | |
| LINE OPCODE TECH TYPE HOURS | | | | | | LIST | NET | TOTAL | |

A TIM SEE TOM

99P 99P MULTIPOINT INSPECTION INCLUDED IN PAST

LUBE IF FAST LUBE DONE

9999 C 0.00

80 C 0.00

0.00

0.00 0.00

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

,,,1041 DROVE 5 MILES AFTER REPAIR NOISE GONE, T.L.

B FLUTTERING NOISE WHEN BRAKING ESPECIALLY IN REVERSE FEELS LIKE IT IS COMING FROM LT F/E

CAUSE: CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK DID FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

999A SECURE LOOSE CONNECTOR AIR CLEANER

8 LATENDRESSE, TOM LIC#:

W01 0.20

(N/C)

FC: N50 33

PART#: 9600

COUNT:

CLAIM TYPE:

AUTH CODE:

7708

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

,,,1030 CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK

,,,DID FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

C GOES TO B/S FOR RT FENDER

NWD NO WORK DONE

9999 C 0.00

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

,,,1041 DEALER TRADE WILCOX RT FRT FENDER HAD SCRATCH AND SMALL DENT

,,,WAS BRUSH TOUCHED UP CUST NOT HAPPY WITH REPAIR NEW CAR DEPT, T.L.

,,,REPAIRED AT B/SHOP ON SEPERATE RO

| # & A CODE 03089 \$ TAX 0.00 A 32-1600475 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO. | DESCRIPTION | TOTALS |
|---|----------|-------------------------|----------------------|----------------------|----------------|--------|
| DATE | QUANTITY | RECEIVED PLEASE | ORIGINAL R.O. NUMBER | | LABOR AMOUNT | |
| NO. | DAY | HL | NO. TESTING | | PARTS AMOUNT | |
| (CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX) | | REPORT 1 | REPORT 2 | REPORT 3 | GAS, OIL, LUBE | |
| | | PROGRAM/TEST | | | SUBLET AMOUNT | |
| | | | | | MISC CHARGES | |
| | | | | | TOTAL CHARGES | |
| | | | | | LESS INSURANCE | |
| | | | | | SALES TAX | |
| | | | | | PLEASE PAY | |
| | | | | | AMOUNT | |

DISCLAIMER OF WARRANTY: Warranties on the products and parts are those made by the manufacturer. The dealer makes no money beyond the cost of the parts and labor. The dealer does not assume any liability for the repair of the vehicle. The dealer does not assume any liability for the repair of the vehicle. The dealer does not assume any liability for the repair of the vehicle.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CERTIFICATION:
ALL TOPS AND PARTS USED TO REPAIR FURNISHED IN COMPLIANCE WITH THE NATIONAL REPAIR ACT (N.R.A.)

CUSTOMER #:

281006

FAIRLANE FORD SALES, INC.

JUST EAST OF SOUTHFIELD
14585 Michigan Ave. P.O. Box 846

DEARBORN, MICHIGAN 48128

PHONE: (313) 846-5000

FAX: (313) 846-7385

ST. # F-106840

www.fairlaneford.com

INVOICE

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

ALLEN PARK, MI

HOME

CONT:

BUS:

CELL:

| | | | | | | | |
|-----------------------------|-----------|---------------|---------------|---|----------------|---------|----------|
| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/OUT | TAG | |
| SZ | 12 | FORD FUSION | 3FAHP0JA6C | | 1030/1041 | T6982 | |
| DEL DATE | PROD DATE | WARR EXP | PROMISED | PO NO. | RATE | PAYMENT | INV DATE |
| 11AUG11 DD | | | 17:00 30AUG11 | | | CCP | 02SEP11 |
| R.O. OPENED | | READY | | OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter | | | |
| 12:07 30AUG11 | | 08:04 01SEP11 | | TRN:44W 1)238 514 662 2)HE | | | |
| LINE OPCODE TECH TYPE HOURS | | | | LIST | NET | TOTAL | |

D TO TIM FOR GAS

ADD ADD ON REPAIR -PLEASE SPECIFY

9999 ISP 0.00

LUBE MARATHON GAS INV#5282447

PO#0

PC: 0

41.20 41.20

PARTS: 0.00 LABOR: 0.00 OTHER: 41.20 TOTAL LINE D: 41.20

,,,1041 CCP GAS CUST HAS BEEN IN TWICE FOR SERVICE ONLY HAD COUPLE

,,,WEEKS, T.L.

E** MINI DETAIL includes hand wash and wax, exterior windows, interior vacuum and application of tire dressing.

NWD NO WORK DONE

9999 C 0.00

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

,,,1030 N/C DETAIL CCP CUST BEEN IN TWICE NOW WITH NEW CAR 1000 MILES

,,,ON IT T.L.

| | | | | | | |
|---|---------------|-------------------------|--|---------------------|------------------------|--------|
| P.S.A. CODE 000504 FAX: D NO A-28-1580478 | | SERVICE INSTALLED PARTS | | APPROVAL CODE OR NO | DESCRIPTION | TOTALS |
| DATE INSTALLED | APPROVAL CODE | ORIGINAL P.O. NUMBER | | | LABOR AMOUNT | 0.00 |
| MO. DAY YR | NO. OF PARTS | | | | PARTS AMOUNT | 0.00 |
| PROGRAM CODE(S) | | | | COMMITMENT CODE | GAS, OIL, LUBE | 41.20 |
| | | | | | SUBLET AMOUNT | 0.00 |
| | | | | | MISC. CHARGES | 0.00 |
| | | | | | TOTAL CHARGES | 41.20 |
| | | | | | LESS INSURANCE | 41.20 |
| | | | | | SALES TAX | 0.00 |
| | | | | | PLEASE PAY THIS AMOUNT | 0.00 |

ON BEHALF OF SELLING DEALER, I HEREBY CERTIFY THAT THE INFORMATION HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OF OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED WITH ANY ACCIDENT, VERIFICATION ON INSURANCE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 10 YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SELLING DEALER FOR INSPECTION BY REPRESENTATIVE LOCAL FORD.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREON.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Fairlane Ford, hereby disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Fairlane Ford neither assumes nor warrants any other party to assume any liability in connection with the sale of said products.

ALL TERMS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE FORD MOTOR CREDIT PLAN (F.M.C.P. 2001)

11/6/12 power steering ★

~~11/9/11 Labor 2 Body~~

10/21/11 ABS Light ★

~~10/7/11 Body shop~~

Southgate Lincoln

could not

print out

above 2
problems



Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
Phone: (734) 285-8800 Fax: (734) 285-9474
www.southgate.lincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

Cashiered Date: 02/21/2013 6:06:14 PM

SO #: 300629

Tag #: 8061

REPRINT*** Service Invoice Customer Copy ***

Auth#:

Page 1
Fleet:

| | | | | | | | |
|--------------------------------|--|----------------------------------|--|---------------------------------|--|--------------------------------|--|
| Customer No: [REDACTED] | | Advisor: Joseph Brancheau | | Invoice Date: 02/21/2013 | | Term: CASH | |
| Home: [REDACTED] | | Bus: (000) 000-0000 | | License No: NA | | Odometer In: 30507 | |
| Cell: [REDACTED] | | Today: [REDACTED] | | Odometer Out: 30509 | | Delivery Date: | |
| Email: [REDACTED] | | Fleet #: [REDACTED] | | Year Make: 2012 FORD | | Model No: | |
| | | | | Vehicle ID No: | | Color: BLUE | |
| | | | | Selling Dealer: | | SO Date: 02/18/2013 | |
| | | | | 3FAHP0JA6CP | | InServ Date: 08/11/2011 | |
| | | | | Fleet #: | | Location: | |

Request/Complaint

| | | | Type | CSR# | TU | Amount |
|---|--------------------|--|------|------|------|--------|
| 1 | GW | Customer States the powersteering is inop | | | | |
| | 111103A | TSB FOR STEERING | W | 200 | 1 60 | |
| | 1 | BE5Z 3078 B ARM ASY - FRONT SUSPENSION | W | | | |
| | 1 | BE5Z 3079 A ARM ASY - FRONT SUSPENSION | W | | | |
| | 2 | W500752 S439 BOLT | W | | | |
| | 4 | 98958 1222 WASHER - FLAT | W | | | |
| | 4 | W302123 S300 NUT | W | | | |
| | 4 | W302120 S300 BOLT | W | | | |
| | 1 | 6E5Z 3R827 AA BOLT | W | | | |
| | 4 | W302281 S300 WASHER | W | | | |
| | 4 | W520416 S441 NUT | W | | | |
| | | Technician 119 | | | | |
| | Cause: | SEE RIGHT NOTE NEEDS ALL 4 TIRES, BUT 2 REARS ASAP STEEL BELTS SHOWING | | | | |
| | Correction: | INSPECT VERIFY CONCERN, EEC QUICK TEST DIAG OASIS RAN TSB 11 11 3 APPLIES, BELLOWS OK REPLACE BOTH REAR FRONT SUSPENSION ARMS VERIFY REPAIRS | | | | |
| | | 111103A 1 6 HRS | | | | |

power steering
2/21/13
pg 1

Request Total**0.00**

| | | | | | | |
|---|------|------------------------|---|-----|---|------|
| 2 | M99P | MULTIPOINT INSPECTION | | | | |
| | 99P | MULTI POINT INSPECTION | C | 464 | 0 | 0.00 |
| | | Technician 119 | | | | |

OUR SERVICE GUARANTEE

We guarantee our service work on all 2000 model and newer vehicles. If our work is not satisfactory, we will re-do the work at no charge.

STORAGE OF \$25 PER DAY WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (PA-300). THE ONLY WAY TO GET A POORER TO THE PARTS ARE THOSE WHICH MAY BE ORDERED BY THE MICHIGAN ACT. THE REPAIRS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (PA-300). THE ONLY WAY TO GET A POORER TO THE PARTS ARE THOSE WHICH MAY BE ORDERED BY THE MICHIGAN ACT.

IF YOU PURCHASE A NEW VEHICLE FROM US, WE WILL INCLUDE A 3-YEAR/50,000 MILE WARRANTY. IF YOU PURCHASE A USED VEHICLE FROM US, WE WILL INCLUDE A 3-YEAR/50,000 MILE WARRANTY. IF YOU PURCHASE A USED VEHICLE FROM US, WE WILL INCLUDE A 3-YEAR/50,000 MILE WARRANTY.

ON BEHALF OF SOUTHWEST DEALER, I HEREBY CERTIFY THAT THE INFO RELATION TO REMAIN HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PROVIDED AT NO CHARGE TO OWNER. THE SE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT A REPAIR WOULD BE REQUIRED. THE CLAIM HAD BEEN RECEIVED IN A WAY WITHIN MY ACCOUNT, IN COMPLIANCE OF MICHIGAN ACT. THE CLAIM HAD BEEN RECEIVED IN A WAY WITHIN MY ACCOUNT, IN COMPLIANCE OF MICHIGAN ACT.

REPAIRS NOT YET COMPLETED AND CHECKED BY



Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
 Phone: (734) 285-8800 Fax: (734) 285-9474
 www.southgate.lincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

Cashiered Date: 02/21/2013 6:05:14 PM

SO #: 300629

Tag #: 9061

REPRINT

* Service Invoice Customer Copy *

Auth#:

Page 2
Fleet:

| | | | |
|----------------------|----------------------------|----------------------------|-------------------------|
| Customer No: | Adviser: Joseph Brancheau | Invoice Date: 02/21/2013 | Term: CASH |
| ALLEN PARK, MI | License No: NA | Odometer In: 30507 | Odometer Out: 30509 |
| Home: (000) 000-0000 | Year Make: 2012 FORD | Model: FUSION | Model No: 3FAHP0JA6CP |
| Cell: Today | Vehicle ID No: 3FAHP0JA6CP | Selling Dealer: 02/18/2013 | InServ Date: 08/11/2011 |
| Email: COM | Fleet #: | | |

Request/Complaint

Type CSR# TU Amount

Cause: NEEDS 4 TIRES ASAP
 Correction: NEEDS 4 TIRES ASAP

Request Total 0.00

Added Operation

3 GW Customer States check for possible leak
 121106A TSB LEFT HALFSHAFT LEAK
 1 9L8Z 1177 A SEAL
 1 AE5Z 3A427 E SHAFT - FRONT AXLE
 Technician 119
 Cause: SEE RIGHT
 Correction: INSPECT VERIFY WITH LEAK TEST
 LEAK TEST
 RNR LEFT FRONT KNUCKLE, REMOVE DRIVE
 SHAFT,
 RNR AXLE SEAL
 RE ASSY.,

Request Total 0.00

Added Operation

4 RENTAL RENTAL OUT (TAP) RA 45098 FORD/ LINC
 RENTAL LOANER 4@45 (TAP)
 SUBLET RENTAL OUT - TAP LOANER
 Technician 199

OUR SERVICE GUARANTEE

We guarantee our work for 12 months or 100,000 miles, whichever comes first. If under normal conditions, our repair or replacement is (within the time limit) free of charge.

STORAGE FEES PER DAY WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (RA-300)

THESE WORKS ARE APPROVED TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE DO NOT GUARANTEE THE QUALITY OF THE WORK OR THE QUALITY OF THE PARTS. WE DO NOT GUARANTEE THE QUALITY OF THE WORK OR THE QUALITY OF THE PARTS. WE DO NOT GUARANTEE THE QUALITY OF THE WORK OR THE QUALITY OF THE PARTS.

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Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
Phone: (734) 285-8800 Fax: (734) 285-9474
www.southgatelincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

Cashiered Date: 02/21/2013 6:05:14 PM

SO #: 300629

Tag #: 9061

REPRINT*** Service Invoice Customer Copy ***

Auth#:

Page 3
Fleet:

| | | | | | | | |
|-------------------------|--|---------------------------|--|----------------------------|--|-------------------------|--|
| Customer No: [REDACTED] | | Advisor: Joseph Brancheau | | Invoice Date: 02/21/2013 | | Term: CASH | |
| ALLEN PARK, MI | | License No: NA | | Odometer In: 30507 | | Odometer Out: 30509 | |
| Home: [REDACTED] | | Year Make: 2012 FORD | | Model: FUSION | | Model No: [REDACTED] | |
| Cell: [REDACTED] | | Vehicle ID No: [REDACTED] | | Selling Dealer: [REDACTED] | | Color: BLUE | |
| Email: [REDACTED] | | 3FAHP0JA6CR [REDACTED] | | SO Date: 02/18/2013 | | InServ Date: 08/11/2011 | |
| Bus: (000) 000-0000 | | Today: [REDACTED] | | Fleet #: | | Location: | |

Request/Complaint

Type CSR# TU Amount

Request Total 0.00

| | |
|----------------------|-------------|
| LABOR | 0.00 |
| PARTS | 0.00 |
| SUPPLIES | 0.00 |
| SUBTOTAL | 0.00 |
| SALES TAX | 0.00 |
| TOTAL INVOICE | 0.00 |

2/21/13
PS 3**OUR SERVICE GUARANTEE**

WE GUARANTEE OUR SERVICE WORK FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. IF A DEFECT RE-occurs, we will do it free of charge. Our parts are guaranteed for 12 months or 12,000 miles, whichever comes first.

STORAGE OF \$15 PER DAY MAY BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL REPAIRS AND PARTS LISTED WERE PERFORMED IN COMPLIANCE WITH THE OEMAN AUTO REPAIR ACT (PA-300). THE ONLY WARRANTIES APPLICABLE TO THIS FACTORY ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE DEALER HAS NO RESPONSIBILITY FOR THE CONDITION OF THE VEHICLE AT THE TIME OF SALE. THE DEALER HAS NO RESPONSIBILITY FOR THE CONDITION OF THE VEHICLE AT THE TIME OF SALE. THE DEALER HAS NO RESPONSIBILITY FOR THE CONDITION OF THE VEHICLE AT THE TIME OF SALE.

STORAGE OF \$15 PER DAY MAY BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED. APPLICABLE SUPPLY ITEMS ARE TIRE, AIR FRESHENER, COIN CHUTE, BRUSH, CAR WAX, ELECTRICAL TAPES, AND CLEANING. THE DEALER HAS NO RESPONSIBILITY FOR THE CONDITION OF THE VEHICLE AT THE TIME OF SALE.

ON BEHALF OF THE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. I HAVE DISCLOSED TO THE BUYER ALL KNOWN DEFECTS AND THE BUYER HAS AGREED TO PURCHASE THE VEHICLE IN AS-IS CONDITION. THERE WAS NO OTHER INFORMATION IN THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART, REPAIR OR DEFECT WAS NOT DISCLOSED TO THE BUYER. THE DEALER HAS NO RESPONSIBILITY FOR THE CONDITION OF THE VEHICLE AT THE TIME OF SALE.

X (PRINTED) _____ (DATE) _____
DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

REPAIRS PROMISE COMMITTED AND
CHECKED BY
X



Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
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State Reg. No. F-152366

**** In Progress ****

SO #: 304911

Taq #: 3055

*** Service Invoice Customer Copy ***

Auth#:

Page 1
Fleet:

| | | | | | | | |
|-------------------------|--|---------------------------|--|--|--|-------------------------|--|
| Customer No: [REDACTED] | | Advisor: Brian Rothermel | | Invoice Date: 08/29/2013 | | Term: CASH | |
| [REDACTED] | | License No: NA | | Odometer In: 38206 | | Odometer Out: 38208 | |
| [REDACTED] | | Year Make: 2012 FORD | | Model: FUSION | | Model No: [REDACTED] | |
| [REDACTED] | | Vehicle ID No: [REDACTED] | | Selling Dealer: 3FAHP0JA8CR [REDACTED] | | Color: BLUE | |
| [REDACTED] | | Fleet #: | | SO Date: 08/27/2013 | | InServ Date: 08/11/2011 | |
| Home: [REDACTED] | | Bus: (000) 000-0000 | | Today: [REDACTED] | | Location: [REDACTED] | |
| Cell: [REDACTED] | | Email: [REDACTED] | | [REDACTED] | | [REDACTED] | |

Request/Complaint

Type CSR# TU Amount

1 GC CK POWER STEERING ASSIST LITE AND ADVANCE TRAC ALSO
TIRE PRESS LITE SEE HISTORY

C 200 0 0.00

Technician 119

Correction:

INSPECT VERIFY CONCERN.
EEC QUICK TEST
ELECTRONIC POWER STEERING DIAG.
CLEAR CODES PERFORMED PMI
1.0 HRS

EST GIVEN FOR POWER STEERING RACK DECLINED
AT THIS TIME

CP 1.0 HRS

Steering
8/29/13

Request Total 0.00

| | |
|----------------------|-------------|
| LABOR | 0.00 |
| PARTS | 0.00 |
| SUPPLIES | 0.00 |
| SUBTOTAL | 0.00 |
| SALES TAX | 0.00 |
| TOTAL INVOICE | 0.00 |

OUR SERVICE GUARANTEE

We guarantee our service work for 12 months or 24,000 miles, whichever comes first. If either of these conditions occur, our shop or its authorized franchisee (whichever is applicable) will be the first to charge.

STORAGE OF 35 PER DAY WILL BE CHARGED AS HOUR AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTY APPLICABLE TO THIS SERVICE IS THE ONE OFFERED BY THE MANUFACTURER. THE SELLER OF THIS VEHICLE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO THE VEHICLE OR ITS PARTS OR ACCESSORIES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE SELLER OF THIS VEHICLE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO THE VEHICLE OR ITS PARTS OR ACCESSORIES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE SELLER OF THIS VEHICLE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO THE VEHICLE OR ITS PARTS OR ACCESSORIES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

STORAGE OF 35 PER DAY WILL BE CHARGED AS HOUR AFTER REPAIRS ARE COMPLETED. APPLICABLE SUPPLY ITEMS ARE TAP, AIR PRESSURE, ROTARY, BOLT, CROWBAR, ELECTRIC WIRE, AND OTHER HAND TOOLS. THE SELLER OF THIS VEHICLE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO THE VEHICLE OR ITS PARTS OR ACCESSORIES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

ON BEHALF OF SERVICE QUALITY, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO WORK DONE ON THE VEHICLE OR ITS PARTS THAT A NEW PART WOULD BE REPLACED UNLESS IT WAS DAMAGED OR BROKE DURING THE SERVICE. THE SELLER OF THIS VEHICLE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO THE VEHICLE OR ITS PARTS OR ACCESSORIES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

X
OWNER
OWNER, CHIEF, MANAGER OR AUTHORIZED PERSON
(DATE)

VEHICLE PROPERTY COMPLETED AND
CHECKED BY
X



Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195
 Phone: (734) 285-8800 Fax: (734) 285-9474
 www.southgate.lincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

PRIORITY: 0

Promised Date 10/17/2013 6:00:00 PM

WORK ORDER



Tag#: 3608

SHOP: S1

Fleet Type:

Printed: 10/17/2013 12:04:32 PM Page: 1

| | | | | |
|-------------------------|----------------------------|--------------------|---------------------------|----------------------------|
| Customer No: [REDACTED] | Advisor: Brian Rothman | Date: 10/17/2013 | Time: 11:57 AM | SO #: 306058 |
| ALLEN PARK, MI | License No: NA | Odometer In: 40410 | Delivery Date: 00/00/0000 | InService Date: 08/11/2011 |
| Today: [REDACTED] | Year: 2012 | Make: FORD | Model: FUSION | Model No: |
| Home: [REDACTED] | Vehicle ID No: 3FAHP0JA6CF | Selling Dealer: | Extended Warranty: | Color: BLUE |
| Cell: [REDACTED] | Engine Size: | | Fleet #: | Location: |
| Email: [REDACTED] | | | | |

Request/Complaint

1 GC

CK POWER STEERING INOP TCS AND ADVANCE TRACK
 LITE AND POWER STEERING SERVICE LITE COMES ON
 AS SOON AS YOU SHUT CAR OFF NO POWER STEERING
 WILL NOT OPERATE RACK AND PINION ASSY REPLACED
 AT VARSITY 9-24-13

Type

C

Steering
 10/17/13

OUR SERVICE GUARANTEE

We guarantee our service work for up to 100,000 miles or 10 years, whichever comes first. If under normal conditions, our service work is not covered by this guarantee, we will not be responsible for any damage or loss.

STORAGE OF \$15 PER DAY WILL BE CHARGED FOR VEHICLES AFTER REPAIRS ARE COMPLETED

THESE GUARANTEES APPLY TO THE WORK DONE BY THE SERVICE DEPARTMENT. THE SERVICE DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO THE DRIVER OR PASSENGER. THE SERVICE DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO THE DRIVER OR PASSENGER. THE SERVICE DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO THE DRIVER OR PASSENGER.

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I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN

X

[REDACTED]

CUSTOMER ESTIMATE ACKNOWLEDGMENT

[REDACTED]

LINCOLN
REACH HIGHER

VARSITY LINCOLN, INC.
P.O. BOX 633 • 49251 GRAND RIVER AVENUE
NOVI, MI 48376
SERVICE LINE: (248) 305-5400
www.varsityautos.com

P & A CODE 10011

STATE REGISTRATION NO.
F-144322

steering
9/24/13 pg 1

| | | | | | | | | | | |
|-------------|--------|-----------------|--------------------------------|------------|--------|--------|--------------------|----------|-----------------|------------|
| CUSTOMER NO | 116201 | ADVISE | BRIAN KEESLER | 704 | TAB NO | 083 | INVOICE DATE | 09/24/13 | INVOICE NO | LICS457386 |
| | | LABOR RATE | | LICENSE NO | | 39,581 | COLOR | | STOCK NO | |
| | | YEAR/MAKE/MODEL | 12/FORD/FUSION/4DR SDN SEL FWD | | | | DELIVERY DATE | | DELIVERY MILE | |
| | | VEHICLE ID NO. | 3FAHP0JA6CR | | | | SELLING DEALER NO. | | PRODUCTION DATE | |
| | | P.T.E. NO. | | P.O. NO. | | | R.O. DATE | 09/20/13 | | |
| | | BUSINESS PHONE | COMMENTS | | | | | | | |

JOB# 1 CHARGES

| | | | | | | | |
|---|-----|----|--------------|-----------------|---------------|----------|--|
| LABOR | 39 | 1 | 03112202 | TECH(S) | 1167 | WARRANTY | |
| CUSTOMER STATES THAT THE POWER STEERING IS INOP 42 3504 PER PAT 5 VERIFIED PS INOP/TESTED SYSTEM INTERNAL MODULE FAILURE/ REPLACED ELECTRONIC RACK AND PINION/CK ALIGNMENT SET TOE. | | | | | | | |
| PARTS | QTY | FP | NUMBER | DESCRIPTION | UNIT PRICE | WARRANTY | |
| | 1 | | AESZ-3504-CE | GEAR ASY - STEE | | | |
| | 2 | | XT-5-DMC | FLUID - TRANSMI | | | |
| | | | | | TOTAL - PARTS | 0.00 | |

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

| | | | | | | | |
|--|----|---|----------|---------|------|----------|--|
| LABOR | 39 | 2 | 03112209 | TECH(S) | 1102 | WARRANTY | |
| PERFORM QUICKLANE MULTI POINT INSPECTION TIRES BRAKES YELLOW | | | | | | | |

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

| | | | | | | | |
|------------------------------------|----|---|--------|---------|------|----------|--|
| LABOR | 39 | 0 | 101122 | TECH(S) | 1117 | WARRANTY | |
| CUSTOMER PAY RENTAL \$30.00 A DAY. | | | | | | | |

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

| | | | | | | | |
|--|----|---|----------|---------|------|----------|--|
| LABOR | 39 | 4 | 01112209 | TECH(S) | 1117 | WARRANTY | |
| BATTERY TESTED OK AT THIS TIME... BATTERY TESTED OK.... | | | | | | | |

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

| | | | | | | | |
|---|----|---|----------|---------|------|----------|--|
| LABOR | 39 | 5 | 01112209 | TECH(S) | 1117 | WARRANTY | |
| ALL VEHICLE NAMES MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32 MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32 | | | | | | | |

PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 05.46pm

SERVICE INVOICE

DISCLAIMER OF WARRANTIES

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

Service Hours

Monday - Friday

7:00 am - 6:00 pm

Saturday 8:00 am - 4:00 pm

SERVICE LINE: (248) 305-5400

Free courtesy shuttle available

ON BEHALF OF SERVICES DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X _____
DEALER SERVICE MANAGER (SIGNED PERSON ONLY)

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. \$18.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS BOLTS, WASHERS, TAPE PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.


FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X _____



LINCOLN
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VARSITY LINCOLN, INC.
P.O. BOX 633 • 49251 GRAND RIVER AVENUE
NOVI, MI 48376
SERVICE LINE: (248) 305-5400
www.varsityautos.com

P & A CODE 10011

STATE REGISTRATION NO.
F-141322

Steering
9/24/13 pg. 2

| | | | | | |
|------------------------------|--|------------|------------------------------|---------------------------------|---------------------------------|
| CUSTOMER NO 116201 | APPROX BRIAN KEESLER | 704 | TAG NO 083 | INVOICE DATE 09/24/13 | INVOICE NO LICS457386 |
| | LABOR RATE | LICENSE NO | 39,581 | COLOR | STOCK NO |
| LINCOLN PARK, MI | YEAR/MAKE/MODEL 12/FORD/FUSION/4DR SDN SEL FWD | | | DELIVERY DATE | DELIVERY MILE |
| | VEHICLE ID NO 3FAHP0JA6CR | | | SELLING DEALER NO | PRODUCTION DATE |
| | F.T.E. NO | P.O. NO | R.O. DATE 09/20/13 | | |
| BUSINESS PHONE | COMMENTS | | | | |

| | | | | |
|---|--------------|---|-------------|------|
| JOB# 5 TOTALS | | JOB# 5 JOURNAL PREFIX LIQS JOB# 5 TOTAL | | 0.00 |
| JOB# 6 CHARGES | | | | |
| LABOR | | | | |
| SP. 6-0117YBK YELLOW BRAKES YBK MAY REQUIRE FUTURE ATTENTION. (DISC 3MM-5MM) (DRUM 1.01-2MM) YBK MAY REQUIRE FUTURE ATTENTION DISC 3MM-5MM. DRUM 1.01 MM-2MM | | TECHNICAL | | 0.00 |
| JOB# 6 TOTALS | | JOB# 6 JOURNAL PREFIX LIQS JOB# 6 TOTAL | | 0.00 |
| COMMENTS | | | | |
| RENTAL | | | | |
| CASE NUM CAS-3082331-MH5V0 CUST TO PAY \$100.00 DED PLUS TAX | | | | |
| TECHNICIAN CERTIFICATION | | | | |
| 1107 | BRYAN CINGEL | SS8619 | M106171 | |
| TOTALS | | | | |
| | | TOTAL LABOR | 0.00 | |
| | | TOTAL PARTS | 0.00 | |
| | | TOTAL SUBLET | 0.00 | |
| | | TOTAL G.O.G. | 0.00 | |
| | | TOTAL MISC CHG. | 0.00 | |
| | | TOTAL MISC DISC | 0.00 | |
| | | TOTAL TAX | 0.00 | |
| | | TOTAL INVOICE \$ | 0.00 | |

***** IMPORTANT MESSAGE *****
 VARSITY LINCOLN WANTS TO
 YOU FOR YOUR BUSINESS.
 AS A COURTESY ALL RENTALS ARE TO BE RETURNED
 WITHIN 8 HRS OR WILL BE SUBJECT TO CHARGE.
 RENTALS ARE TO BE RETURNED TO ENTERPRISE PRIOR
 TO PICKING UP YOUR VEHICLE IN SERVICE.
 ONCE AGAIN WE THANK YOU FOR YOUR BUSINESS.

CUSTOMER SIGNATURE

ALL VEHICLE MAKES

ALL VEHICLE MODELS

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 05:46pm

SERVICE INVOICE

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

Service Hours
 Monday - Friday
 7:00 am - 6:00 pm
 Saturday 8:00 am - 4:00 pm
 SERVICE LINE: (248) 305-5400
Free courtesy shuttle available

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X _____
 (PRINT NAME OF SERVICING DEALER OR FORD REPRESENTATIVE)

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. \$19.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.

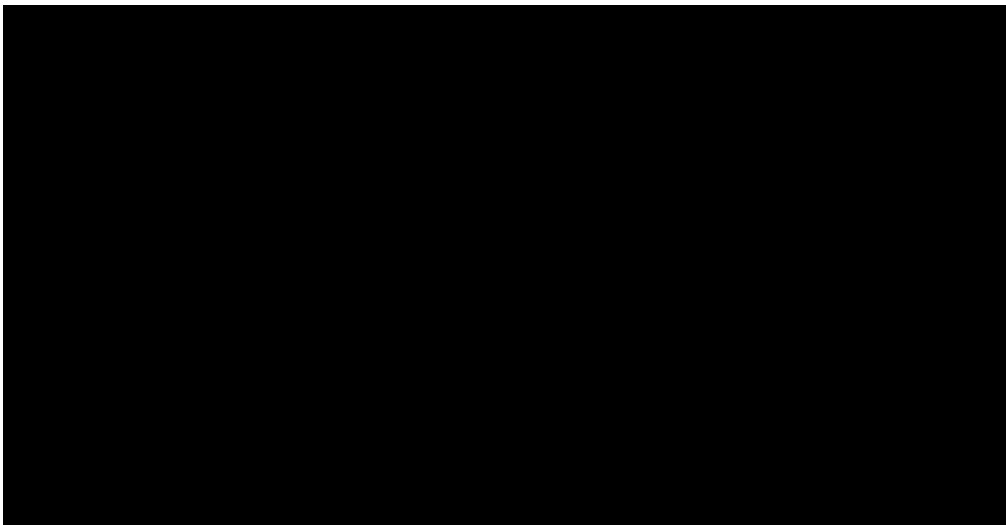
FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X _____



Whelpley, Carl

From: Miles, Felicia (F.) <fmiles@ford.com>
Sent: Tuesday, June 25, 2013 3:05 PM
To: Whelpley, Carl
Subject: RE: Dealer/Fleet Request for OGC Review

Hi, please send me a copy of the RO for review. Thanks.

***** THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS ATTORNEY WORK PRODUCT SO PLEASE DO NOT DISSEMINATE, FORWARD OR PRINT*****

Felicia Miles

Legal Analyst - Dealer Requests
Office Of The General Counsel - Product Litigation
Ford Motor Company
World Headquarters
Fax: (866) 639-0382

CONFIDENTIAL

This email may contain privileged or confidential information.
If you received it in error, please delete it immediately and notify the sender.

From: Whelpley, Carl [mailto:WhelpleyC@autonation.com]
Sent: Friday, June 21, 2013 2:40 PM
To: Miles, Felicia (F.)
Subject: RE: Dealer/Fleet Request for OGC Review

THE REPAIR HAS BEEN COMPLETED. WHEN DONE THEN IT WAS BROUGHT UP THAT THAT IS WHY THE TIRE BLEW OUT AND THAT TURNED INTO "OH AND THE RIMS A GOUGED ON THAT SIDE AS WELL" THAT IS THE POINT WE STOPPED.

Don
Rims not Done
Cost Asst. Time
Originally

From: Miles, Felicia (F.) [<mailto:fmiles@ford.com>]
Sent: Friday, June 21, 2013 1:09 PM
Cc: Whelpley, Carl
Subject: RE: Dealer/Fleet Request for OGC Review

Carl,

If I'm reading this correctly, the rack repair has already been submitted under warranty, is that correct?

***** THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS ATTORNEY WORK PRODUCT SO PLEASE DO NOT DISSEMINATE, FORWARD OR PRINT*****

Felicia Miles

Legal Analyst - Dealer Requests
Office Of The General Counsel - Product Litigation
Ford Motor Company
World Headquarters
Fax: (866) 639-0382

CONFIDENTIAL

This email may contain privileged or confidential information.

If you received it in error, please delete it immediately and notify the sender.

From: Hull, Michelle (M.K.) On Behalf Of Ordcalp, F (F.)
Sent: Thursday, June 13, 2013 1:44 PM
To: Miles, Felicia (F.)
Cc: whelpleyc@autonation.com
Subject: RE: Dealer/Fleet Request for OGC Review

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

This has been assigned to Felicia Miles

Vehicle VIN: 3fahp0cg2cr [REDACTED]

Mileage: 6155

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : concord

State : Ohio

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: pittsburgh

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-06-11

County incident occurred: lake

Is customer alleging a component defect CAUSED the incident? YES

Details: customer lost all power steering assist failure in rack noted and verified u2011 and u300 codes. requires rack replacement. vehicle scrapped a curb - damaged both right side rims and blew out rt fit tire

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: AutoNation Ford East

Attorney information: none

CVO Contact:

Resolution Customer is seeking: one tire and rims replaced - vehicle is a lease and doesnt want penalized for damage

Comments: customer is understanding. the rack has been installed as there was no mention of assistance with tire and rims initially.

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disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic email or its contents (including any attachments) by persons other than the intended recipient(s) is strictly prohibited. If you have received this message in error, please notify us immediately by reply email so that we may correct our internal records. Please then delete the original message (including any attachments) in its entirety. Thank you

CUSTOMER #:

274628

AutoNation

AutoNation Ford East

28825 EUCLID AVENUE, WICKLIFFE, OHIO 44092
440/585-8000

INVOICE

DUPLICATE 4

PAGE 1

CONCORD TWP, OH

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 2205 AMY CHRESTOFF

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|-------------|-----------|-------------|--|---------|------------------|---------|----------|
| RED | 12 | FORD FUSION | 3FAHP0CG2CR | | 6155/6155 | T74532 | |
| DEL DATE | PROD DATE | WARR EXP | PROMISED | PO NO | RATE | PAYMENT | INV DATE |
| 24NOV12 DE | | | 21:00 11JUN13 | | | CASH | 25JUN13 |
| R.O. OPENED | | READY | OPTIONS: STK:CR374532 DLR:F44006 ENG:3.0 LITER | | | | |

11:17 11JUN13 15:09 25JUN13

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

A Tires - Mount and Balance

MA44 Tires - Mount and Balance

8123 CF2M

1 9004*33284* P225/50R17

242.62 242.62 242.62

MICHELIN PLEASE REGISTER YOUR TIRES AT

WWW.MICHELINMAN.COM AND CLICK "REGISTER YOUR

TIRES" AND ENTER THE D.O.T. CODES PROVIDED

BELOW

8123CF2DP

0.00 0.00

PARTS: 242.62 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 242.62

6155 REPLACE 1 TIRE, DOT B90A-VULX-2612

B CUSTOMER APPROVES MULTI-POINT INSPECTION REPORT CARD

99P CUSTOMER REQUESTED TO HAVE MULTIPOINT

INSPECTION PERFORMED THIS VISIT

8123 CF

0.00 0.00

MULTI-A CUSTOMER APPROVES MULTI-POINT INSPECTION

REPORT CARD

8123 CF

0.00 0.00

GTIRE TIRE CONDITION CHECKED AND OK

8123 CF

0.00 0.00

GBATT BATTERY CHECKED AND OK

8123 CF

0.00 0.00

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

C** CUSTOMER STATES POWER STEERING IS INOP

CAUSE: INTERNAL

3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS

(3504/3A500) - L

8123 WF

(N/C)

1 A55Z*3504*CE GEAR ASY - STEERING

(N/C)

2 9E5Z*1007*BCP WHEEL ASY

(N/C)

3504E8 STEERING GEAR PROGRAMMABLE MODULE

INSTALLATION (PMI) - PROGRAM - TEST - L

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

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

TERMS: (1) 90 DAY/4000 MILE WARRANTY. (2) IN CASE OF NON-WARRANTY REPAIRS - PAYMENT MUST BE CASH OR ACCEPTABLE CREDIT CARD. (VISA, MASTERCARD, AMERICAN EXPRESS).

CUSTOMER SIGNATURE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

CUSTOMER #:

274628

AutoNation

AutoNation Ford East

28825 EUCLID AVENUE, WICKLIFFE, OHIO 44092
440/585-8000

INVOICE

DUPLICATE 4
PAGE 2

CONCORD TWP, OH

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 2205 AMY CHRESTOFF

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|-------------|------------|-------------|--|---------|------------------|---------|-----------|
| RED | 12 | FORD FUSION | 3FAHP0CG2CR | | 6155/6155 | T74532 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 24NOV12 | DE | | 21:00 11JUN13 | | | CASH | 25JUN13 |
| R.O. OPENED | | READY | OPTIONS: STK:CR374532 DLR:F44006 ENG:3.0 LITER | | | | |

11:17 11JUN13 15:09 25JUN13

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|--------|------|------|-------|------|-----|-------|
| | 8123 | WF | | | | | (N/C) |

3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL

OR REPLACE (3504/3A500) - L

8123 WF

(N/C)

1007AB TIRE(S), WHEEL(S), AND/OR VALVE STEM(S)

REMOVE AND INSTALL OR REPLACE

(1007/1015/1700/TIRE/TWC01) - L

8123 WF

(N/C)

FC: C50 42

PART#: ABSZ*3504*CE

COUNT:

CLAIM TYPE:

AUTH CODE:

00955

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

6155 TEST EPAS SYSTEM, REPAIR CODESU2011 AND U300, EPAS INTERNAL

FAILURE REMOVE STEERING GEAR REPLACE GEAR ASSY PERFORM ALL

PROGRAMMING. RETEST SYSTEM OK. PERFORM 4 WHEEL ALIGNMENT. V6 AWD MODEL -

cw customer states going down mentor avenue and went to turn and had no power steering and hit curb with both rt front and right rear tires.

had boyfriend drive car in. power steering internal fault verified

both rims damaged from curb as well. cover tire and both rims as

consequential damage as power steering was cause of damage. old tire at 10/32 m30a 01bx 0912 dot and new tire is b90a vjlx 2612 dot.

*****ANNOUNCING!!*****

AUTONATION Customer Care and Parts Hours

MONDAY-FRIDAY 7AM-6PM

SATURDAY 8AM-4PM

CLOSED ON SUNDAYS

Your Satisfaction is our #1 Goal!!!

We Thank You for your continued business

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

TERMS: (1) 90 DAY/4000 MILE WARRANTY. (2) IN CASE OF NON-WARRANTY REPAIRS - PAYMENT MUST BE CASH OR ACCEPTABLE CREDIT CARD. (VISA, MASTERCARD, AMERICAN EXPRESS).

CUSTOMER SIGNATURE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate this vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

| DESCRIPTION | TOTALS |
|------------------------|--------|
| LABOR AMOUNT | 0.00 |
| PARTS AMOUNT | 242.62 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES | 0.00 |
| TOTAL CHARGES | 242.62 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 16.39 |
| PLEASE PAY THIS AMOUNT | 259.00 |

Malaney, Linda (L.)

From: Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)
Sent: Thursday, June 13, 2013 1:44 PM
To: Miles, Felicia (F.)
Cc: whelpleyc@autonation.com
Subject: RE: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUN 13 2013

OFFICE OF THE,
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

This has been assigned to Felicia Miles

Note to Dealer

*****DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL*****

*****NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM*****

*****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION*****

*****EVALUATIONS MAY TAKE UP TO 90 DAYS *****

From: DCPFORM, FMCDDealer (.)
Sent: Wednesday, June 12, 2013 10:59 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: whelpleyc@autonation.com
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: AutoNation Ford East

Requesting Dealer Fleet: AutoNation Ford East

PA Code: 02157

Contact Person: carl whelpley

Title: svc mgr

Phone Number: 4405858000

Fax Number: 4405858077

*Repair already
submitted*

Email: whelpleyc@autonation.com

Region: pittsburgh

Address: 28825 euclid ave

City: wickliffe

State: Ohio

Zip Code: 44092

CUSTOMER VEHICLE INFORMATION:

WSD: 11/24/2012

Vehicle Year: 2012

Vehicle Model: fusion

Vehicle VIN: 3fahp0cg2cr [REDACTED]

Mileage: 6155

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : concord

State : Ohio

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: pittsburgh

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-06-11

County incident occurred: lake

Is customer alleging a component defect CAUSED the incident? YES

Details: customer lost all power steering assist failure in rack noted and verified u2011 and u300 codes. requires rack replacement. vehicle scrapped a curb - damaged both right side rims and blew out rt frt tire

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 :

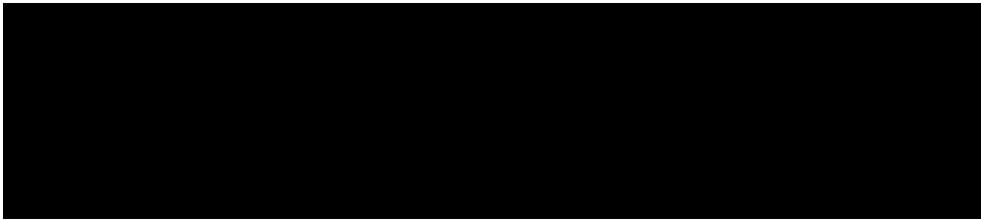
Vehicle Location: AutoNation Ford East

Attorney information: none

CVO Contact:

Resolution Customer is seeking: one tire and rims replaced - vehicle is a lease and doesnt want penalized for damage

Comments: customer is understanding. the rack has been installed as there was no mention of assistance with tire and rims initially.



KOLLMORGEN, SCHLUE & ZAHRADNIK, P.C.

PO Box 283
BELLE PLAINE, IOWA 52208
WWW.KSZLAW.NET

MAIN OFFICE
920 12TH STREET
PO BOX 283
BELLE PLAINE, IOWA 52208
319-444-3285
319-444-2644(FAX)

TUESDAY'S ONLY - KEYSTONE
103 MAIN ST
KEYSTONE, IOWA 52249
319-442-3747

JENNIFER L. ZAHRADNIK
JENNIFER@KSZLAW.NET

JAMES W. RIES
JAMES@KSZLAW.NET

LARRY D. SCHLUE

WALTER A. KOLLMORGEN
RETIRED

September 30, 2013

VIA lrudolp1@ford.com

LaShawn Rudolph
Legal Analyst
Ford Motor Company

Re: [REDACTED]
VIN: 3FAHPOJG4BR [REDACTED]
2011 Ford Fusion

Dear Mr. Rudolph:

In response to your fax dated September 27, 2013,
enclosed please find the following documents you requested:

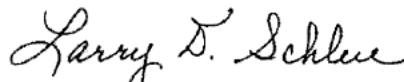
1. Retainer/agreement signed by clients.
2. Current vehicle registration.
3. Certificate of Title to Vehicle.
4. Motor vehicle purchase agreement.
5. Repair Orders (3) for reimbursement.

Current status of the vehicle is that it has been
repaired and it is at clients' residence.

If anything further is needed for processing this
claim, please let us know. If emailing these documents to you
is not satisfactory, please let us know. You may email your
response to Louise@kszlaw.net.

Your assistance in this matter is appreciated.

Sincerely,


Larry D. Schlue

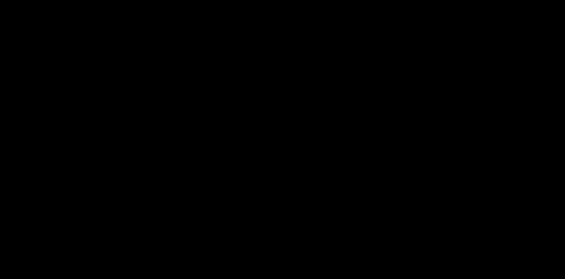
LDS:lw, Encls.



Ford Motor Company

To whom it may concern:

Dated this 30th day of September, 2013.



Belle Plaine, IA

**Valid for one month after expiration

Iowa

Registration Renewal Receipt

**Expiration Date 06/30/2014

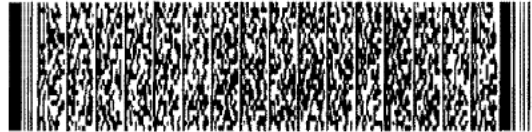
County **Benton**
Usage **Regular**
Title No. **06AA77308**

Issue Date **05/17/2013**
Tonnage **0**

Validation No. **[REDACTED]**
Plate No. **[REDACTED]**

Or

Belle Plaine, IA



VIN **3FAHP0JG4BR**

Type **Automobile**

| | | | | | | | |
|-------|------|------|---------------|--------|------------|---------|----|
| Year | 2011 | Make | Ford | Model | Fusion Sel | Style | 4D |
| Cyl. | 6 | Fuel | Flexible Fuel | Weight | 3,600 | GVWR | |
| Color | Gray | | | LP. | \$26,500 | Sq. Ft. | |

Plate Type **County Std**
Designation
Cumulative Damage
Annual Fee **\$279**

JMcG
Audit No. 8028658

Kelly Rae Geater
County Treasurer

| | Fee | Penalty |
|-------------------|----------|---------|
| Registration Fees | \$279.00 | \$0.00 |
| Plate Fees | \$0.00 | |
| Other Fees | \$0.60 | |
| Totals | \$279.50 | \$0.00 |
| Grand Total | \$279.60 | |

DO NOT DETACH

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale _____

Buyer _____

Buyer's Address _____

Seller's Signature _____

CERTIFICATE OF TITLE TO A VEHICLE

Regular

Designation

Title No. [REDACTED]

County **Benton**Issue Date **07/03/2012**VIN **3FAHP0JG4BR** [REDACTED]Type **Automobile**

| | | | | | | | |
|----------|--------|--------|---------------|--------|------------|-------------------|----|
| Year | 2011 | Make | Ford | Model | Fusion Sel | Style | 4D |
| Cyl. | 6 | Fuel | Flexible Fuel | Weight | 3,600 | GVWR | |
| Color | Gray | | | LP. | \$26,500 | Sq. Ft. | |
| Odometer | 28,186 | Actual | Miles | | | Cumulative Damage | |

Owner(s)

Or

Fee

Penalty

Belle Plaine IA [REDACTED]

| | | |
|-------------------|------------|--------|
| Title Fees | \$25.00 | \$0.00 |
| Fee for New Reg | \$864.75 | |
| Registration Fees | \$244.00 | \$0.00 |
| SI Fees | \$0.00 | |
| Plate Fees | \$0.00 | |
| Other Fees | \$0.00 | |
| Totals | \$1,133.75 | \$0.00 |

Prev. Title No./ST [REDACTED] / CA

Prev. Owner

Thys Motor Company
1200 East Thirteenth Street
Belle Plaine IA 52208

1ST Security Interest

If there are NO Security Interests "X" here: ☒

Date:

No:

Held By:

Address:

Cancellation of 1ST Security Interest

Date _____ No _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

2ND Security Interest

Date:

No:

Held By:

Address:

Cancellation of 2ND Security Interest

Date _____ No _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

3RD Security Interest

Date:

No:

Held By:

Address:

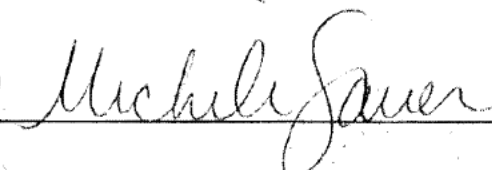
Cancellation of 3RD Security Interest

Date _____ No _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

Witness My Hand

Kelly Rae Geater
County Treasurer

By:



Deputy

MSau



A013737280

THIS TITLE CONTAINS AN EAGLE WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

| MOTOR VEHICLE PURCHASE AGREEMENT | | DATE 04-27-12 | |
|--|---|-----------------------------|--------------|
| NO. | | BUYER [REDACTED] | |
| | | CO-BUYER [REDACTED] | |
| | | ADDRESS [REDACTED] | |
| SALES PERSON [REDACTED] | | CITY Belle Plaine | STATE IL |
| FAX 815-214-2107 | | BUSINESS REGISTRATION (USD) | ZIP 60109 |
| | | REG PRICE | COUNTY Boone |
| DESCRIPTION OF PURCHASED VEHICLE: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> VAN | | | |
| STOCK NO 113355 | TO BE DELIVERED ON OR ABOUT 04-27-12 | | |
| YEAR 2003 MAKE FORD | MODEL FUSION SEL | BODY TYPE 4DR | |
| VIN # 3NABJ22E73G000000 | COLOR GRAY | TRM | |
| PRICE OF VEHICLE \$ 19995.00 | TRADE-IN ALLOWANCE AND OTHER CREDITS: YEAR 2000 | | |
| ACCESSORIES | TRADE-IN MAKE MERCURY MODEL SABLE | BODY TYPE | |
| | PLATE NO | VIN # 1N6P02C0000000000 | |
| | BALANCE OWED TO | ADDRESS | |
| | TRADE-IN GROSS ALLOWANCE | \$ 2700.00 | |
| | LESS AMOUNT OWED | N/A | |
| | NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT | \$ 2700.00 | |
| | CASH DOWN PAYMENT OR CREDIT BALANCE | 0.00 | |
| | MANUFACTURER'S REBATE (IF ANY) | N/A | |
| | TOTAL DOWN PAYMENT or AMOUNT OWED | \$ 2700.00 | |
| BUYER'S TRADE-IN CERTIFICATION | | | |
| If you are trading in a vehicle, you certify the following: | | | |
| 1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on a salvage, rebuilt or flood title in this or any other state. | | | |
| 2. That the air bags are intact and in working order. | | | |
| 3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct. | | | |
| 4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame. | | | |
| WARRANTY DISCLAIMER | | | |
| YOU UNDERSTAND THAT THE VEHICLE IS SOLD AS IS WITH ALL FAULTS AND THAT THERE ARE NO WRITTEN WARRANTIES OR MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE WARRANTY OR OTHERWISE. YOU AGREE TO WAIVE ALL SUCH RIGHTS AND RELEASE THE DEALER FROM LIABILITY FOR DEFECTS OR DAMAGE TO THE VEHICLE OR ITS EQUIPMENT. THIS WARRANTY DOES NOT COVER THE VEHICLE OR ITS EQUIPMENT FOR 50 days from the date of this contract. If we do so, we shall not be liable for loss of use or other damages. This disclaimer applies to all vehicles sold by the dealer. | | | |
| This disclaimer does not void any warranty which may be provided by the manufacturer. It is a condition of sale and part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you will let us to provide the best service under the manufacturer's warranty as between you and the manufacturer. | | | |
| You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract. | | | |
| Iowa law requires us to give you the following notice: You understand that liability insurance coverage, which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act is NOT INCLUDED in your price of this motor vehicle. | | | |
| By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it. | | | |
| Accepted By: [Signature] | | 10-23-10 Date of Sale | |
| Dealer's Authorized Representative | | [Signature] Date of Sale | |

* F05 FIADA SERVICES, INC (Rev. 9/03) Reorder from the Iowa Automobile Dealers Association at 800-859-1958

1. 6. 2. 3. 4.

CUSTOMER INFORMATION

Belle Plaine, IA

(H)
 (W) 319 - x
 (C) -



1200 E. 13th Street * Belle Plaine, IA 52208
 (319) 444-2163

REPAIR ORDER NUMBER

VIN # 3FAHP0JG4 BR

DATE 09/18/13

| SERVICE ADV. | CUSTOMER CODE | DATE OF SALE | IN SERVICE DATE | YEAR | MAKE | MODEL | COLOR | MILES |
|--------------|---------------|-----------------|-----------------|------|------|----------|-------|-------|
| GWEN CHENEY | .02678 | 06-27-12 | 06-27-12 | 2011 | FORD | FUSION S | GRAY | 39814 |
| PARTS | | JOB DESCRIPTION | | | | LABOR | | |

A XX SUBLET P/S GEAR TO SCHALLAU MOTOR CO

OTHER

A replace gea 1280.26
 A diag 35.00

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEN THE MANUFACTURER AND THE PURCHASER.

Vehicle Received X

Labor:
 Parts: 0.00
 Tires:
 Fluids:
 Sublet Repairs: 1315.26
 Tax: 92.07
 Shop Supplies: 0.00
 EPA/Disposal: 0.00
 Freight/Gas: 0.00

TOTAL DUE 1407.33

Jack Mann

102 4th Street
VAN HORNE, IOWA 52346
(319) 228-8123

SCHALLAU MOTOR CO

| CUSTOMER'S ORDER NO. | PHONE | DATE 8-21-13 | | | |
|----------------------|--------|---|----------|------------|-------------|
| NAME | | | | | |
| Belle Plaine | | | | | |
| CASH | C.O.D. | CHARGE | DN ACCT. | LOSE REVD. | HAND OUT |
| | | D.M.G. - STEERING Issue - Needs CPAS (STEERING gear) 2011 Fusion | | | 35 00 |
| | | | | | TAX |
| SOLD BY | | | | | RECEIVED BY |
| TOTAL | | | | | 35 00 |

C PROJECT 603

All claims and returned goods MUST be accompanied by this

46697

Thank U

100846
Mann

3
OGC 11)

KOLLMORGEN, SCHLUE & ZAHRADNIK P.C.

PO Box 283
BELLE PLAINE, IOWA 52208
WWW.KSZLAW.NET

MAIN OFFICE
920 12TH STREET
PO Box 283
BELLE PLAINE, IOWA 52208
319-444-3285
319-444-2644(FAX)

TUESDAY'S ONLY - KEYSTONE
103 MAIN ST
KEYSTONE, IOWA 52249
319-442-3747

JENNIFER L. ZAHRADNIK
JENNIFER@KSZLAW.NET

JAMES W. RIES
JAMES@KSZLAW.NET

LARRY D. SCHLUE

WALTER A. KOLLMORGEN
RETIRED

September 17, 2013

Ford Motor Company

Re: 2011 Ford Fusion
VIN 3FAHPOJG4BR [REDACTED]

13 SEP 20 AM 04

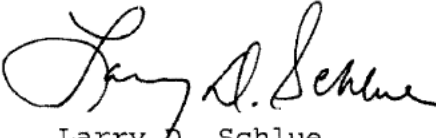
CONSUMER AFFAIRS
SECTION

Dear Madam/Sir:


My clients, [REDACTED], own a 2011 Ford Fusion which they purchased on August 26, 2012. While still under warranty, they noticed that the power steering would lock. They took it to the dealer where they purchased the car. They noticed it would unlock if you turned off the car and restarted it. They suggested the Mann's wait to see if it got worse. It did. Recently it locked and would not unlock. The car is just out of warranty. This problem is definitely a safety issue. If it locked on the freeway, it could easily lead to disastrous results. I've noticed that other Ford vehicles are experiencing steering problems leading to recalls. We are asking that Ford pay to fix this problem and tell us exactly what needs to be done.

The [REDACTED] are long time owners of Ford vehicles. We would be very disappointed if Ford did not address this problem. It is clearly a hazardous situation.


Sincerely,


Larry D. Schlue

LDS:lw

| | | | |
|---|--|-------------------------|--|
|  | | VIN | |
| | | 3FAHP0JG4BR | |
| Status | | Active | |
| General | | | |
| VIN | | 3FAHP0JG4BR | |
| Vehicle Specification | | | |
| Full Path | | | |
| Warranty Start Date | | Tech Hotline No | |
| Vehicle Details | | | |
| Hours in Service | | New/Used Used | |
| Estimated Mileage | | Model Year 2011 | |
| Mileage 36,000 | | Make | |
| Mileage Units | | Model / Vehicle Line | |
| | | Body Style | |
| Advanced Search Of Vehicle Ownership | | | |
| Advanced Search | | | |
| Search On | | Search By | |
| Contact | | | |
| Detailed Info | | | |
| Tag # | | Vehicle Status Code | |
| Order Number | | Vehicle Ownership Code | |
| Acquisition Code | | Acquisition Method Code | |
| Leased No | | Vehicle Ownership | |
| Selling Dealer Code | | | |
| Initial Sales Information | | | |
| Sales Type Code | | Sale Date | |
| Vehicle Status Code | | Warranty Date | |
| | | Vehicle Line Code | |
| Cases | | | |
| | | | |

Notes**Admin Info****Basic Audit Info**

Created By  Deborah Powers
Created On 8/26/2013 12:10 PM

Modified By  Carrie Porhammer
Modified On 9/9/2013 9:49 AM

Status **Active**

Contact**General****Profile**

| | | | |
|-------------------|------------|-----------------------|---------|
| Full Name | [REDACTED] | Type | |
| Salutation | M.&M | Job Title | |
| First Name | [REDACTED] | Customer's Title Code | |
| Middle Name | | Company | |
| Suffix | | Preferred Language | English |
| Last Name | [REDACTED] | Script | |
| Preferred Name | | Concierge Date | |
| Relationship Type | Individual | | |

Contact Information


| | | | |
|---------------------|--------------|------------------|------------|
| Best Contact Method | | Fax | |
| Best Daytime Phone | Mobile Phone | E-mail Address 1 | [REDACTED] |
| Home Phone | [REDACTED] | E-mail Address 2 | |
| Mobile Phone | [REDACTED] | E-mail Address 3 | |
| Business Phone | | Time Zone | |

Additional Contact Information**Address**

| | | | |
|--------------|------------|-----------------|--------------|
| Address Type | | City | BELLE PLAINE |
| Street 1 | [REDACTED] | State/Province | IA |
| Street 2 | | ZIP/Postal Code | [REDACTED] |
| Street 3 | | Country/Region | USA |
| | | County | |

Social Media Information

| Contact | Social Media Type | Handle | Message Board Name | Created On |
|---------|-------------------|--------|--------------------|------------|
| | | | | |

Cases Cases: **Cases****Marketing Scores**

Navigation to the webpage was canceled

What you can try:

- Refresh the page.

Preferences


| | | | |
|--------|-------|--------------------------|-------|
| E-mail | Allow | Bulk E-mail | Allow |
| Phone | Allow | Fax | Allow |
| Mail | Allow | Send Marketing Materials | No |

Employee Information**Ford or Dealer Personnel**

| | |
|----------------|--------------|
| Position | Tag # |
| CKS Customer # | WSLx ID |
| CDS ID | Salary Grade |
| ETag1 | ETag2 |
| LTag1 | LTag2 |
| STag1 | STag2 |

Marketing Dealer**New Assigned Dealer****Used Assigned Dealer**

Contact: [REDACTED]

Ford
 [Junge Center Point](#)
Lincoln
Mercury

Effective Date
9/23/2010
Effective Date
Effective Date
2/27/2004



Ford
Lincoln
Mercury

Effective Date
Effective Date
Effective Date


Notes

Admin Info

Owner
Created By
Created On

 [fordprd load](#)
 [fordprd load](#)
6/27/2012 7:39 PM

Modified By
Modified On

 [ford_prdload1](#)
9/12/2013 1:09 AM

Status

Active



Wednesday, September 25, 2013

[Refresh](#)

Service cannot find data for given request

Full Recall

| |
|--|
| |
|--|

[Print Page Click Here](#)[Report a Problem](#)

OASIS
RESULT: 3FAHP0JG4BR USA: EN-US

25-SEPTEMBER-
2013 / 08:58:28 EST/ APP2
Local Time: 25-SEPTEMBER-
2013 / 8:58:28 AM

• VEHICLE INFORMATION

VEHICLE DESCRIPTION: 2011
FUSION

BODY STYLE: SEL FWD

TRANSMISSION: 6 Speed Auto
Trans 6F Mid-Range

AXLE CODE: 32

PAINT COLOR: Sterling Gray
Metallic

PAINT CODE: UJ

AXLE RATIO: 3.208 FINAL DRIVE
RATIO

WHEEL SIZE: 7.5 X 17" Wheel Style
M

SYNC VERSION: V3 Gen1

VHR ACTIVATED: N

Additional Information

ENGINE: 3.0L 4V OHC V6 Duratec
230HP

ENGINE CALIBRATION: ADE1F60A

RADIO: With Dual Media MP3/CD
Radio

FRONT TIRE: P225/50VR 17 Tires

GROSS VEHICLE WEIGHT: 4474
LB. GVW

• WARNING MESSAGES

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

• ACCURATE REPAIR NOTIFICATIONS

NO ARN MESSAGES FOUND

• GENERAL WARRANTY INFORMATION**New Vehicle Base Warranty**

WARRANTY START DATE: 02-
MARCH-2011

BUILD DATE: 15-FEBRUARY-2011 SALE MILEAGE

• OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

• EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

• WARRANTY REPAIR HISTORY

NO RECENT REPAIR HISTORY ON VEHICLE

**[Click Here for Full Warranty
History](#)**

| Report a Vehicle Concern | On-line 1878 |
END OF OASIS REPORT FOR 3FAHP0JG4BR
© Copyright 2002-2013 Ford Motor Company. All rights reserved.



Disclaimer: This data is derived from Ford Motor Co. Single Access to Vehicle system (SAVE). It is unverified, summary data generated from a computer search. The data contained within this file is not supported by SAVE. This file is NOT a system of record or a master data file.

SAVE VIN Lookup

Perform a VIN Lookup. TIP: Providing 'NA' option for NA VIN will fetch results faster

VIN Lookup Filter

*Lookup Type:

*VIN:

Print Cust.:

Previous VINs:

Show Print Customizations:

* indicates required field

| Vehicle Information | | Vehicle Action | |
|---|---|---|--|
| <input checked="" type="checkbox"/> Engine | <input checked="" type="checkbox"/> Emission | <input checked="" type="checkbox"/> Vehicle Order | <input checked="" type="checkbox"/> Vehicle Shipping |
| <input checked="" type="checkbox"/> Power Steering | <input checked="" type="checkbox"/> Transmission | <input checked="" type="checkbox"/> Vehicle Stocking | <input checked="" type="checkbox"/> Vehicle Sell |
| <input checked="" type="checkbox"/> Axle | <input checked="" type="checkbox"/> Tire | <input checked="" type="checkbox"/> Vehicle Service | <input checked="" type="checkbox"/> Fleet |
| <input checked="" type="checkbox"/> Wheelbase | <input checked="" type="checkbox"/> Paint | | |
| <input checked="" type="checkbox"/> Air Bag | <input checked="" type="checkbox"/> Air Conditioning | <input checked="" type="checkbox"/> GCQIS Attrib. Codes | |
| <input checked="" type="checkbox"/> Radio | <input checked="" type="checkbox"/> Gross Vehicle Weight Rating | | |
| <input checked="" type="checkbox"/> Miscellaneous | | | |
| <input checked="" type="checkbox"/> Manufacturing Attrib. Codes | | <input checked="" type="checkbox"/> Sales Attrib. Codes | |
| <input checked="" type="checkbox"/> WERS Description | | | |

Lookup Results - :NA

MSIE-8.0

| | | | |
|----------------------------------|--------------------------------|----------------------------------|------------------------|
| VIN Information: | | DB Source: | |
| VIN In | 3FAHP0JG4BR | Manufacturing DB Source | NA |
| VIN Out | 3FAHP0JG4BR | Sales DB Source | NA |
| General Information: | | Status: | |
| Manufacturing Model Year | 2011 | Assembly Plant Description | HERMOSILLO PLANT BUILD |
| Sales Model Year | 2011 | WERS Assembly Plant Family Code | AAG |
| Vehicle Model Year | 2011 | WERS Assembly Plant Feature Code | A3 |
| Vehicle Name | FORD FUSION 4-DR SEDAN FWD SEL | Last Update Date | Not Available |
| Product Type Code | C - Car | Last Update Program | Not Available |
| Brand Code | F | NAVIS Status | 800 |
| Vehicle Line Description | FUSION/MILAN/MKZ (ZEPHYR) | OVID Status | |
| WERS Vehicle Line Family Code | VL | GEVIS Status | |
| WERS Vehicle Line Feature Code | DE | Export Status Code | |
| Version Series Description | HIGH VERSION - CAR | Lookup Status: | |
| WERS Version/Series Family Code | VS | Invalid Search Option | N/A |
| WERS Version/Series Feature Code | QB | Manufacturing Plant Not Found | N/A |
| Body/Cab Description | 4 DOOR SEDAN-4 LITE | Unsupported Model Year | N/A |
| WERS Body/Cab Family Code | BS | VIN Not Found | N/A |

| | | | |
|----------------------------|----|----------------------|------|
| WERS Body/Cab Feature Code | FA | VIN Lookup Performed | TRUE |
|----------------------------|----|----------------------|------|

Ford Proprietary, Private
Retention: None
Copyright ©2013 Ford Motor Company.
Application Information

Case Print Report

Case Number [REDACTED]

Case Opened Date 8/26/2013 12:18 PM

Case Closed Date 8/26/2013

Case Status Resolved

Case Last Modified 8/26/2013 12:21 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CLP / Lincoln
Loyalty Criteria >Has not been to Dealer

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

BELLE PLAINE

IA

Email [REDACTED]

Dealer Junge Center Point

VIN 3FAHP0JG4BR [REDACTED]

Year 2011

Make FORD

Model FUSION

Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Sticks/Binds

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Last Modified |
|------------|--------------------|
|------------|--------------------|

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Deborah Powers

8/26/2013 12:20 PM

2011 FORD FUSION SEL

3FAHP0JG4BR [REDACTED]

36,000

-WHEN TRYED TO BACKOUT OF GARAGE
-DISPLAY SAID POWER STEERING LOCKED
-3RD TIME HAPPENED
1ST OCCURANCE IN MAR 2013
-TURN OFF AND THEN BACK ON WOULD CLEAR
-TOO TO DEALERSHIP
-DIAGNOSED NEEDED PART SOMETHING ABOUT ELECTRIC STEERING GEAR
-\$1000 TO \$2000
-SAID DEALERSHIP TOLD HIM TO CALL US

CUST WANTS DOCUMENTED
-LONGTIME FORD BUYERS
-THEY HAVE OTHER OPTIONS

CUST FEELS FORD SHOULD COVER COST

What is CUST SEEKING?
*LTV 66

DEALER INFO
HAD VEHICLE DIAGNOSED AT Schallau Motor Company
102 4th Street
Van Horne, IA 52346
(319) 228-8123

WANT TO HAVE FIXED AT
Junge Ford
1001 Ford Lane
Center Point, IA 52213
(319) 849-2022

VEH IS CURRENTLY AT THE CHRYSLER DEALERSHIP BECAUSE THAT'S WHERE THEY
RENTED A VEHICLE TO DRIVE
***CRC ADV ***

We recommend that your vehicle be inspected by a Ford/Lincoln dealership to determine the cause of any symptoms your vehicle may be experiencing. Your local Ford/Lincoln dealership has factory-trained technicians, the most current engineering service information, and the specialized equipment required to resolve your vehicle concerns. If there is no coverage under applicable warranties, recalls, or ESPs, repairs and services would be your responsibility. Your next step is to make an appointment with your servicing dealership to have your vehicle diagnosed.

VEHICLE MUST BE DIAGNOSED BY DEALERSHIP WHERE YOU PLAN TO HAVE IT FIXED
BEFORE WE CAN PROCESS YOUR REQUEST FOR FINANCIAL ASSISTANCE.

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------|
| Deborah Powers | 8/26/2013 12:21 PM | fmc_closecase | Close Case |
| Deborah Powers | 8/26/2013 12:21 PM | incidentresolution | Case Resolution |

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Case Opened Date 9/3/2013 4:25 PM

Case Closed Date 9/9/2013

Case Status Resolved

Case Last Modified 9/9/2013 9:50 AM

Responsible Team Tier 2 CCT

Case Classification Dealer - Vehicle Concern > CSM Assistance Request > Warranty Claim Assistance

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

BELLE PLAINE IA [REDACTED]

Email [REDACTED]

Dealer Schallau Motor Company

VIN 3FAHP0JG4BR [REDACTED]

Year 2011 Make FORD

Model FUSION Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Excessive Effort

Case Print Report

Case Number CAS- [REDACTED]

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Last Modified |
|---|--------------------|
| CRM Admin Team | 9/3/2013 4:51 PM |
| "By Stephan Schallau" - We advised cust. that it was out of warrantee. They call in to ford and they told them to bring back to us and we would warrantee it! | |
| Carrie Porhammer | 9/9/2013 9:36 AM |
| LTV 33 Sub owner- bought from Dodge Dlr.- WSD 03/02/11- No ESP- No Recalls- Gas | |
| SM Stephan advised that cust is a Dodge Dlr cust, bought veh from the Dodge Dlr and does not use any Ford Dlr regularly. ACOM advised that FMC would not honor the request for warranty assistance or fin asst. NFAR- Close case. | |

Case Print Report

Case Number [REDACTED]

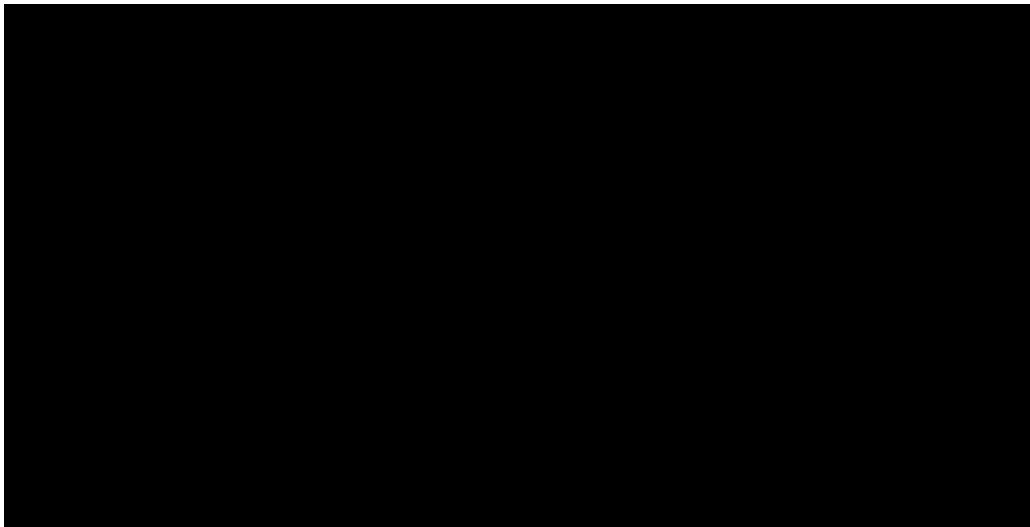
Case Print Report

Case Number CAS-3105785-R2Z7V4

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------|
| Carrie Porhammer | 9/9/2013 9:50 AM | fmc_closecase | Close Case |
| Carrie Porhammer | 9/9/2013 9:50 AM | incidentresolution | Case Resolution |

Case Print Report

Case Number [REDACTED]



O

BROMAGEN & RATHET

William.Bromagen@bromagenlaw.com
www.bromagenlaw.com

Attorneys

William Bromagen
Brooks Rathet*
Nicholas Mooney
Jeremy Kespohl
Westley F. Lockwood
Brendan P. Smith
Andrew Vogt
Daniel Klee
Helena Farber
Nicholas DeRenzo
Ambre Goff
Mari Ribeiro

Paralegals

Darlene M. Blackmon
Gina Logan

Reply to:
Post Office Box 70036
Fort Lauderdale, FL 33307

*Admitted in Florida and Georgia

*Florida Supreme Court Certified Mediator

March 5, 2013

Sharon Priebe
Ford Motor Company
One American Road
Suite 403-A1
Dearborn, MI 48126

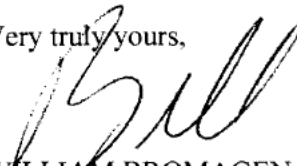
Re: [REDACTED] v. Ford Motor Company
Case Number: 13-75-CA

Dear Sharon:

This will acknowledge receipt, with thanks, of the above-captioned lawsuit. Please be advised that we have already protected Ford's interests by filing an Answer and Affirmative Defenses. We will, as always, keep you closely advised of significant developments.

We very much appreciate your business and the opportunity to be of service.

Very truly yours,



WILLIAM BROMAGEN

WLB/mh

IN THE CIRCUIT COURT IN AND FOR
COLUMBIA COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED] and
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

PLEASE SERVE:
Ford Motor Company
c/o C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

DATE: 2-25-13 TIME: 2:00 PM

SUMMONS

ERIC DEAL

S.P.S. #336

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant **FORD MOTOR COMPANY**.

Each defendant is required to serve written defenses to the complaint or petition on **Brent Wikgren**, plaintiff's attorney, whose address is **10 N Dearborn Street, 3rd Floor, Chicago, IL 60602**, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on 2/13/13

P. Dewitt Cason
As Clerk of the Court
By *[Signature]*
As Deputy Clerk

BRENT WIKGREN
KROHN & MOSS, LTD.
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
FBN: 0042911



If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons with a disability who need any accommodation to participate should call the ADA Coordinator, Jacquetta Bradley, P.O. Box 1569, Lake City, FL 32056, 386-719-7428, within two (2) working days of your receipt of this notice; if you are hearing impaired call (800) 955-8771; if you are voice impaired call (800) 955-8770.

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075. (See instructions for completion)

I. CASE STYLE

COLUMBIA COUNTY CLERK OF THE CIRCUIT COURT

(Name of Court) _____

Plaintiff [REDACTED] and

[REDACTED]

Case #:

13-75CA

Judge:

Paul J. Bryan

vs.

Defendant FORD MOTOR COMPANY

II. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- | | |
|--|--|
| <input type="checkbox"/> Condominium | <input type="checkbox"/> Homestead residential foreclosure \$0 - \$50,000 |
| <input type="checkbox"/> Contracts and indebtedness | <input type="checkbox"/> Homestead residential foreclosure \$50,001 - \$249,999 |
| <input type="checkbox"/> Eminent domain | <input type="checkbox"/> Homestead residential foreclosure \$250,000 or more |
| <input type="checkbox"/> Auto negligence | <input type="checkbox"/> Nonhomestead residential foreclosure \$0 - \$50,000 |
| <input type="checkbox"/> Negligence—other | <input type="checkbox"/> Nonhomestead residential foreclosure \$50,001 - \$249,999 |
| <input type="checkbox"/> Business governance | <input type="checkbox"/> Nonhomestead residential foreclosure \$250,000 or more |
| <input type="checkbox"/> Business torts | <input type="checkbox"/> Other real property actions \$0 - \$50,000 |
| <input type="checkbox"/> Environmental/Toxic tort | <input type="checkbox"/> Other real property actions \$50,001 - \$249,999 |
| <input type="checkbox"/> Third party indemnification | <input type="checkbox"/> Other real property actions \$250,000 or more |
| <input type="checkbox"/> Construction defect | <input type="checkbox"/> Professional malpractice |
| <input type="checkbox"/> Mass tort | <input type="checkbox"/> Malpractice—business |
| <input type="checkbox"/> Negligent security | <input type="checkbox"/> Malpractice—medical |
| <input type="checkbox"/> Nursing home negligence | <input type="checkbox"/> Malpractice—other professional |
| <input type="checkbox"/> Premises liability—commercial | <input type="checkbox"/> Other |
| <input type="checkbox"/> Premises liability—residential | <input type="checkbox"/> Antitrust/Trade regulation |
| <input checked="" type="checkbox"/> Products liability | <input type="checkbox"/> Business transactions |
| <input type="checkbox"/> Real property/Mortgage foreclosure | <input type="checkbox"/> Constitutional challenge—statute or ordinance |
| <input type="checkbox"/> Commercial foreclosure \$0 - \$50,000 | |
| <input type="checkbox"/> Commercial foreclosure \$50,001 - \$249,999 | |
| <input type="checkbox"/> Commercial foreclosure \$250,000 or more | |

CIV-124

- | | |
|--|--|
| <input type="checkbox"/> Constitutional challenge—proposed amendment | <input type="checkbox"/> Libel/Slander |
| <input type="checkbox"/> Corporate trusts | <input type="checkbox"/> Shareholder derivative action |
| <input type="checkbox"/> Discrimination—employment or other | <input type="checkbox"/> Securities litigation |
| <input type="checkbox"/> Insurance claims | <input type="checkbox"/> Trade secrets |
| <input type="checkbox"/> Intellectual property | <input type="checkbox"/> Trust litigation |

III. REMEDIES SOUGHT (check all that apply):

- ☒ monetary;
☐ nonmonetary declaratory or injunctive relief;
☐ punitive

IV. NUMBER OF CAUSES OF ACTION: [1]

(specify) BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY
ACT

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
☒ no

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
☐ yes If "yes," list all related cases by name, case number, and court

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature [Signature]
Attorney or party

Fla. Bar # 0042911
(Bar # if attorney)

BRENT WIKGREN
(type or print name)

JANUARY 29, 2013
Date

IN THE CIRCUIT COURT IN AND FOR
COLUMBIA COUNTY, FLORIDA

CASE NO. 13-75CA

[REDACTED] and
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

COMPLAINT AND WRITTEN DISCOVERY REQUESTS

NOW COME Plaintiffs, [REDACTED], by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, [REDACTED] ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Florida.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Florida, County of Columbia, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Rountree-Moore Ford ("Seller"). Manufacturer does business in all counties of the State of Florida including Columbia County, and maintains offices in the County of Columbia, State of Florida.

JURISDICTION

3. This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

BACKGROUND

4. On or about August 30, 2011, Plaintiffs purchased from Seller a 2011 Ford Fusion ("Fusion"), manufactured and distributed by Manufacturer, Vehicle Identification No. 3FAHP0HA3BR[REDACTED], for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the Fusion, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled at least \$29,610.56

6. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Fusion cannot be utilized for personal, family and/or household use as intended by Plaintiffs at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiffs and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiffs based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.

b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.

c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.

d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.

e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.

f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.

g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.

h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.

i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the Fusion, Manufacturer issued and supplied to Plaintiffs its written warranty, which included three (3) years or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet. (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiffs as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiffs.

11. On or about August 30, 2011, Plaintiffs took possession of the Fusion and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Fusion.

12. Plaintiffs delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiffs aver that the Fusion has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiffs brought the Fusion to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

- a. Defective suspension and/or steering as evidenced by the loss of power steering, vehicle hard to steer, clicking noise emanating from vehicle when going over bumps, and vehicle makes noises when turning;
- b. Defective electrical system as evidenced by the illumination of the power steering light;
- c. Defective brakes as evidenced by the noise emanating from the brakes when the brakes are engaged;
- d. Defective transmission as evidenced by vehicle not shifting properly;
- e. Defective engine and/or transmission as evidenced by the vehicle hesitating upon cold start; and
- f. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendant's authorized dealer network and in Defendant's internal repair records for the subject vehicle.

15. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Fusion.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiffs' Fusion as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the Fusion within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the Fusion as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiffs justifiably lost confidence in the Fusion's safety and/or reliability, and said defects have substantially impaired the value of the Fusion to Plaintiffs.

20. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Fusion.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Fusion for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiffs' vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiffs notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

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

25. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiffs are purchasers of a consumer product who received the Fusion during the duration of a written warranty period applicable to the Fusion and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

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

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

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

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Fusion to Plaintiffs.

32. Said purchase of Plaintiffs' Fusion was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

33. Plaintiffs have met all of their obligations and preconditions as provided in the written warranties.

34. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

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

PLAINTIFFS DEMAND A TRIAL BY JURY

Respectfully Submitted,
Krohn & Moss, Ltd

By: 

Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiffs
FBN: 0042911

1
2
3

EXHIBIT A

2508 W Us Highway 90

Lake City, FL 32055

(386)755-0630

DATE Aug30 2011

RETAIL BUYER'S ORDER

| | | | | | | | |
|---|--|------------|--|-------------|--|------------|--|
| CUSTOMER | | DOB | | CO-CUSTOMER | | DOB | |
| ADDRESS | | | | ADDRESS | | | |
| LAKE CITY, FL | | | | CITY | | STATE ZIP | |
| E-MAIL | | | | E-MAIL | | | |
| HOME PHONE | | WORK PHONE | | HOME PHONE | | WORK PHONE | |
| COUNTRY | | COUNTRY | | COUNTRY | | COUNTRY | |
| STOCK NO | | YEAR | | NEW | | USED | |
| 23201 | | 2011 | | XXX | | | |
| VIN | | MAKE | | MODEL | | COLOR | |
| 3FAHP0H3BR | | FORD | | FUSION | | RED CANDY | |
| | | | | 4DR SDN SE | | N/A | |
| SALESPERSON 1 | | | | | | | |
| DARIN N. HILL | | | | | | | |
| SALESPERSON 2 | | | | | | | |
| | | | | | | | |
| NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE | | | | | | | |
| This new, demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act. | | | | | | | |
| Customer: _____ Customer: _____ | | | | | | | |
| USED VEHICLE DISCLOSURE | | | | | | | |
| This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear. | | | | | | | |
| The Vehicle was previously a _____ (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle) | | | | | | | |
| Customer: _____ Customer: _____ | | | | | | | |
| THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER. | | | | | | | |
| Customer: _____ Customer: _____ | | | | | | | |
| GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA. | | | | | | | |
| TRADE-IN | | | | | | | |
| <input type="checkbox"/> Private Trade <input type="checkbox"/> Lease Walk Away | | | | | | | |
| Year | | Make | | Model | | Color | |
| 2010 | | FORD | | ESCAPE | | GOLD | |
| VIN 1FMCU0C71AK | | Mileage | | 29,171 | | | |
| 1 st Lien to: FNCC | | Amount | | 8,837.86 | | Good Thru | |
| 2 nd Lien to: | | Amount | | | | Good Thru | |
| Authorized by: | | | | | | | |
| CASH PRICE OF VEHICLE | | | | | | | |
| 24,725.00 | | | | | | | |
| Accessories | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| Subtotal | | | | | | | |
| 24,725.00 | | | | | | | |
| Less Pre-owned Allowance &/or Discount | | | | | | | |
| 16,300.00 | | | | | | | |
| Net Difference | | | | | | | |
| 8,425.00 | | | | | | | |
| Predelivery Service Fee | | | | | | | |
| 499.95 | | | | | | | |
| Electronic Registration Filing Fee | | | | | | | |
| 15.00 | | | | | | | |
| These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale. | | | | | | | |
| Lead Acid Battery Fee | | | | | | | |
| 1.50 | | | | | | | |
| Florida New Tire Fee (\$1.00 per tire) | | | | | | | |
| 3.00 | | | | | | | |
| N/A | | | | | | | |
| Subtotal | | | | | | | |
| 8,946.45 | | | | | | | |
| Sales Tax % | | | | | | | |
| 535.79 | | | | | | | |
| County Tax | | | | | | | |
| 50.00 | | | | | | | |
| Lemon Law - Warranty Enforcement Act (New cars only) | | | | | | | |
| 2.00 | | | | | | | |
| Florida Title, Registration and License Fees (New Trans _____) | | | | | | | |
| <input type="checkbox"/> If box is checked this is an estimate | | | | | | | |
| 100.00 | | | | | | | |
| N/A | | | | | | | |
| Trade Pay-off / Balance on Prior Lease | | | | | | | |
| 10,057.86 | | | | | | | |
| Subtotal | | | | | | | |
| 28,493.10 | | | | | | | |
| Motor Vehicle Service Contract | | | | | | | |
| 1,278.00 | | | | | | | |
| Vehicle Maintenance Agreement | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |
| Sales Tax on Other Benefits | | | | | | | |
| 89.46 | | | | | | | |
| GRAND TOTAL | | | | | | | |
| 29,660.56 | | | | | | | |
| Bahama | | | | | | | |
| 3,500.00 | | | | | | | |

connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in this contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a _____ (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: _____ Customer: _____
THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: _____ Customer: _____
GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

☐ Private Trade ☐ Lease Walk Away

Year 2010 Make FORD Model ESCAPE Color GOLD

VIN 1FMCU0C71RAK Mileage 29,171

1st Lien to: FMCC Amount \$8,857.86 Good Thru

2nd Lien to: Amount Good Thru

Authorized by:

☐ Private Trade ☐ Lease Walk Away

Year Make Model Color

VIN Mileage 0

1st Lien to: NONE Amount N/A Good Thru

2nd Lien to: Amount Good Thru

Authorized by:

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cover such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: _____ Customer: _____

ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS

The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including, but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. The Deposit will serve to hold the Vehicle from sale to another for 24 hours from this date.

Customer: _____ Customer: _____

| | |
|--|-----------|
| Leasehold Battery Fee | 1.50 |
| Florida New Tire Fee (\$1.00 per tire) | 5.00 |
| | N/A |
| Subtotal | 8,946.45 |
| Sales Tax ____% | 536.79 |
| County Tax | 30.00 |
| Lemon Law - Warranty Enforcement Act (New cars only) | 2.00 |
| Florida Title, Registration and License Fees (New ____ Trans ____) <input type="checkbox"/> If box is checked this is an outstate | 100.00 |
| | N/A |
| Trade Pay-off / Balance on Prior Lease | 18,857.86 |
| Subtotal | 28,493.10 |
| Motor Vehicle Service Contract | 1,278.00 |
| Vehicle Maintenance Agreement | N/A |
| | N/A |
| | N/A |
| | N/A |
| Sales Tax on Other Benefits | 89.46 |
| GRAND TOTAL | 29,860.36 |
| Rebate | 3,500.00 |
| Cash (Receipt # _____) | 750.00 |
| Total Cash Down | 4,250.00 |
| BALANCE DUE ON DELIVERY | 25,610.36 |

FINANCING NEGOTIATION / APPROVAL

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as "Financing Approvals"). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals, delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if such condition subsequent is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision, but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.

Customer: _____ Customer: _____

ON THE FIRST PAGE OF THIS ORDER, YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER. THIS ORDER IS NOT BINDING UNTIL SIGNED BY DEALER'S MANAGER. CUSTOMER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER AND THE WARRANTY STATEMENT.

1
14, 15

EXHIBIT B

2011 model year Warranty Guide

Ford Cars and Trucks
(except F-650/750 and H-Series)
2011 model year

Warranty Guide





Your satisfaction is our #1 goal. If you have questions or concerns about your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership
2. If your inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center

In the United States:

**Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
(TDD for the hearing impaired:
1-800-232-5952)
www.customersaskford.com**

In Canada:

**Customer Relationship Centre
Ford Motor Company
of Canada, Limited
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)
www.ford.ca**

In the Asia Pacific Region, Caribbean,
Central America, Israel and Sub-Saharan Africa:

**Ford Motor Company
Ford Export Operations
Attention: Customer Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: expcac@ford.com**

In Puerto Rico and Virgin Islands:

**Ford International Business
Development, Inc.
Customer Relationship Center
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: 1-800-841-3673 (FORD)
Fax: (313) 390-0804
www.ford.com.pr**

In Middle East:

**Ford Middle East
Customer Relationship Center
P.O. Box 21470
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
www.me.ford.com**

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2011-model E-350 Livery Van equipped with the Livery Service Package or a 2011-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2011-model car or light truck. If you bought a previously owned 2011-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

specified in the Scheduled Maintenance Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2011-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES** described on pages 17-30.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

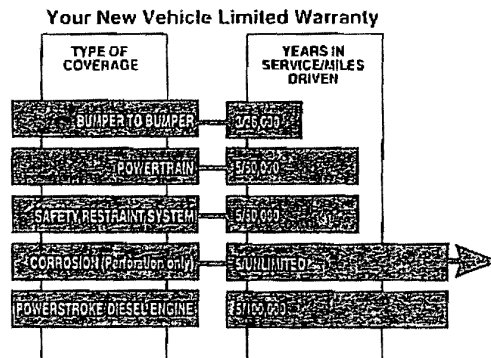
For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ⇒ **What is Covered?** (pages 8-12)
- ⇒ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below.)

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

| MILES DRIVEN | PERCENT OF PARTS COVERED BY FORD |
|---------------|----------------------------------|
| 1-12,000 | 100% |
| 12,001-24,000 | 60% |
| 24,001-36,000 | 30% |

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine**; all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover; timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor,

high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

Expedition Limousine Limited Warranty

If you have purchased or leased a 2011-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2011-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 35 for additional details about the 17L Limousine Builder Package.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance “chips”

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Where a vehicle has no factory-related defect, and is therefore not entitled to a warranty related repair, replacement or adjustment, it is Ford policy nonetheless to provide certain maintenance items, when necessary, free of charge during a limited period:

- wiper blade replacements will be provided during the first 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) will be provided during the first 12 months or 12,000 miles in service, whichever occurs first
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification

- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 35).
- any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 35)
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 34)

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

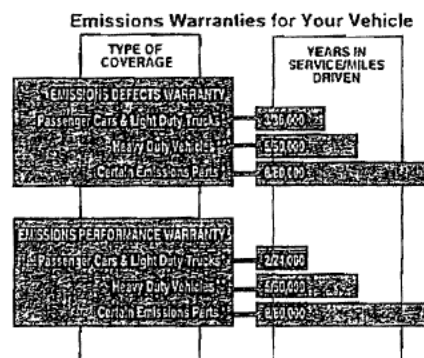
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
 ** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- ⇒ Emissions Defect Warranty (page 18)
- ⇒ Emissions Performance Warranty (page 19)
- ⇒ What is Covered? (pages 20-21)
- ⇒ What is Not Covered? (page 21)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA)
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic engine control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
 - 3 years or 36,000 miles (whichever occurs first) for all other covered parts
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts

See **WHAT IS COVERED** for list of covered parts

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emission control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger (diesel only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

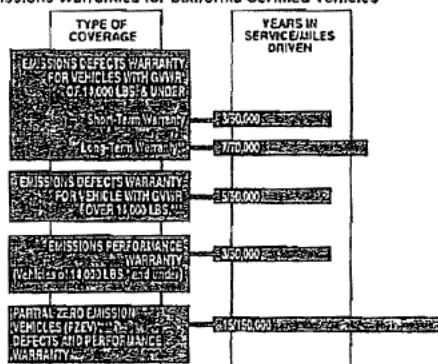
Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460**

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California

An Resources Board certified your vehicle for sale in California (up to 11,000 GVWT).

*** Refer to your Vehicle Emission Control Information Label for emissions certification information.

California emission warranty coverage applies if your vehicle meets the following two requirements:

- 22

- * Other states adopting California emissions and warranty regulation:
- Passenger Car & Light-duty Trucks (up to 8,500 pounds GVWR) - California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emission standards, but not the California Emissions Warranty; the Federal Emissions Control Warranty applies to all non-PZEV vehicles in New York)
 - Medium-Duty Vehicles (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Maine, Maryland, Massachusetts, New Mexico, Oregon, Rhode Island, and Vermont; and Washington only for Econolines up to 10,000 lbs. GVWR that are MDPV certified as indicated on the VECI label
 - Light Heavy-Duty Diesel Engine Vehicles (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania

Vehicles Eligible for California PZEV Emission Warranty Coverage

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

- ⇒ **Defects Warranties** (pages 23-29)
- ⇒ **Performance Warranty** (pages 23-25)
- ⇒ **What Is Covered?** (pages 26-28)
- ⇒ **What Is Not Covered?** (page 28)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2011-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards

Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system **DEFECTS WARRANTY**.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system **DEFECTS WARRANTY**.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990**

WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger (diesel only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MPI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2011 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)*
UNDER LONG TERM DEFECTS WARRANTY
(Coverage for up to 7 years/70,000 miles, whichever first occurs)
Fiesta, Mustang, Taurus, Edge, Flex, F-Superduty, Motorhome

| Part Name | Engine Size | | | | | | | |
|---|-------------|-------|-------|------|------|------|------|------|
| | 4.0L | 3.5L | 3.7L | 5.0L | 5.4L | 6.2L | 6.7L | 6.8L |
| ABS Module | | | | | | X(1) | | X(1) |
| Catalytic Converter | X | X | X | X | X | X | X | X |
| Diesel Particulate Filter | | | | | | | X | |
| Diesel Exhaust Fluid Tank Assembly | | | | | | | X | |
| Cam Timing Assembly | X | X(4) | X(5) | X | X | X | | |
| Variable Camshaft Timing Kit | | X | X | | | | | |
| Variable Camshaft Timing Housing (Right Hand) | | X | X | | | | | |
| Variable Camshaft Timing Housing (Left Hand) | | X | X | | | | | |
| Variable Camshaft Timing Assembly | | X(6) | | | | | | |
| Timberline | | | | | | | X | |
| Transmission Solenoid Assembly | | X | X | | | | | |
| Fuel Tank | X | X | X | X | X | X | | X |
| Fuel Tank Shield | | X(6) | | | | | | |
| Fuel Supply Manifold Assembly | X | X(7) | | | | | X | |
| Fuel Delivery Module | X | X(1) | X(8) | | X | X | | X |
| Fuel Pump Assembly | | X(9) | | | | | | |
| Intake Manifold | | X(7) | X(10) | | X | X | X | X |
| Exhaust Manifold (Right-Hand) | X | X(6) | X | X | | | | X |
| Exhaust Manifold (Left-Hand) | | X(7) | | X | X | X | | X |
| Exhaust Manifold Gasket | | X(8) | X(8) | | X | | | |
| EGR Cooler | | | | | | | X | |
| EGR Tube to Manifold Connector | | | | X | | | | |
| Emission Vacuum Connector | | X(7) | | | | | | |
| Fuel Injector | | X(11) | | | | | X | |
| High Pressure Fuel Pump | | | | | | | X | |
| Throttle Body Spacer | | | | X | | | | |
| Fuel Vapor Storage Canister | | | X(10) | X | X | X | | X |
| Fuel Injector Fuel Supply Manifold | | X(7) | | | X | | | |
| Instrument Cluster (2) | | | | | | X | X | X |
| Powertrain Engine Control Unit (ECU) | X | X | X | X | X | X | X | X |
| Main Body Wiring Harness (3) | | | | | | X | X | X |
| Dash Panel & Headlamp Junction Wiring Assembly(3) | X | X(7) | X(10) | X | X | | | |

(1) for 4x4 Manual Shift on the Fly (MSOF) Transfer Case Vehicles only

(2) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only

(3) for MIL illumination only

(4) for Edge and Taurus only

(5) for Edge and Mustang only

(6) for Taurus only

(7) for Flex and Taurus only

(8) for Edge only

(9) for Taurus EcoBoost Engine only

(10) for Mustang only

(11) for EcoBoost Engine only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts. Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE** program, page 33.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

**BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

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

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

13. Important information about Ford limousine conversions

Ford Motor Company authorizes only Ford Qualified Vehicle Modifiers (QVM's) to perform Ford Expedition EL conversions. To obtain a list of QVM's, visit our website at www.fleet.ford.com/limo or call 1-800-34-FLEET. Expedition EL is suitable for limousine conversion only if equipped with the proper Ford Limousine Builder's Package. The wheelbase on the Expedition EL with the Limousine Builder's Package (171") may NOT be extended beyond 140" (258.89 total wheelbase) or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 9,900 pounds.

If an Expedition EL Limousine is NOT equipped with the Limousine Builder's Package or it is equipped with the Limousine Builder's Package but its wheelbase is extended beyond its limitations or if its GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided, any Ford Extended Service Plan (ESP) contract is voided, applicable Emissions warranties may be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance).

Any other Ford or Mercury vehicle converted to a limousine will **void** the New Vehicle Limited Warranty.



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March 2010
Second Printing
Warranty Guide

Ford
Litho in USA

DISCOVERY REQUESTS

IN THE CIRCUIT COURT IN AND FOR
COLUMBIA COUNTY, FLORIDA

CASE NO. 13-15 CA

[REDACTED] and

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

INTERROGATORIES TO DEFENDANT

NOW COME Plaintiffs, by and through KROHN & MOSS, LTD. and propounds the following Interrogatories to Defendant, FORD MOTOR COMPANY, ("Defendant") to be answered in writing and under oath.

INSTRUCTIONS

1. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reasons for such objection must be stated in lieu of an answer.
2. You are under a continuing duty to seasonably supplement your response with respect to any question when new or additional information becomes known. Additionally, you are under a continuing duty to seasonably amend a prior response if you learn that the prior response was incorrect when made, or that the prior response, though correct when made, is no longer correct or true.
3. Each request to describe or identify a document shall be deemed to include a request for information sufficient to enable Plaintiffs to obtain the document with a subpoena, including but not limited to the date of the document, a physical description of the document, a brief description of the content of the document, the identity of the custodian of the document, the location of the document, and any title given to the document. If an interrogatory calls for a description of a document, you may, if you prefer, instead of identifying it, attach to your answer a clear copy, front and reverse of the document.

4. In construing each Interrogatory the present tense includes the past and future tenses.

5. In construing each Interrogatory, the singular includes the plural, and vice versa so as to bring within the scope of these requests all information that might otherwise be construed to be outside its scope.

6. In construing each Interrogatory, the terms "any" and "all" mean "any and all," and the terms "each" and "every" mean "each and every."

7. In construing each Interrogatory, the terms "and" and "or" encompass both "and" and "or" unless otherwise specified.

8. If you answer any interrogatory by reference to business records, identify such records by Bates number, or by other readily discernible means of identification, and the name of the employee certifying the documents as business records for purposes of answering such interrogatory.

9. If you object to any interrogatory based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, including the parties involved, any dates involved, the relevant subject matter of the privileged material, any documents supporting the privileged information, including the dates, authors recipients, title and subject matter, and present location of any documents included. In the case of attorney work product privilege, also identify the litigation in connection with which the work product was prepared.

DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations,

notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

INTERROGATORIES

1. Identify the individual(s) providing the responses and signing the verification to these Interrogatories.
2. Identify by article number, date of issuance, description, and components affected, those Mechanical Documents, as defined above, issued by Defendant for the same year, make and model vehicle as the subject vehicle that relate to the alleged defects in the subject vehicle.
3. Identify each employee or agent for Defendant who inspected the subject vehicle, performed repairs on the subject vehicle, or was present when inspections and/or repairs took place and describe each individual's findings or observations relating to the same.
4. Describe the terms of any warranties that Defendant issued, provided, authored, or extended on the subject vehicle.
5. Identify and describe all communications you made or received relating to any alleged defect or non-conformity in the subject vehicle.
6. Identify whether Plaintiffs, or anyone on Plaintiffs' behalf, has ever notified Defendant that Plaintiffs no longer wanted the subject vehicle. If so, state when, whether oral or written notice was given, and identify each person receiving said statement.
7. Describe and identify the model type, specifications, options, and components in the subject vehicle, including, but not limited to, the size of the engine, the type of transmission, the type of brakes, the weight of the vehicle, safety features in the vehicle, towing capacity, etc. Note, you may produce a copy of the vehicle's window sticker to the extent it answers any of the above.
8. Did Plaintiffs abuse, neglect, alter, modify, or misuse the subject vehicle? If your answer to said interrogatory is "Yes," describe how Plaintiffs abused, neglected, altered, modified, or misused the subject vehicle and identify and describe all documents and communications relating to the same.
9. How many cumulative days do Defendant's records indicate that the subject vehicle was out of service by reason of any defect, non-conformity, or condition complained of by Plaintiffs?
10. Identify all warranty claims submitted by Defendant's authorized dealers to Defendant in which said dealers requested reimbursement for warranty repairs performed on the subject vehicle and the dollar amount reimbursed for each claim.

11. Does Defendant have a "good will" repair policy? If the answer to said interrogatory is "Yes," describe the policy and identify any repairs that Defendant paid for under its "good will" program, and identify the reason said repair was paid under a "good will" basis.

12. Identify all repairs performed on the subject vehicle for which Plaintiffs were not charged and the repairs were not covered by Defendant's warranties on the subject vehicle.

13. Identify all repairs performed on the subject vehicle **after** the date of its manufacture, but **before** the date of purchase by Plaintiffs.

14. Identify each of Defendant's employees or agents who have knowledge of the repairs, repair attempts, warranty claims, alleged defects or non-conformities, or communications relating to the repair of the subject vehicle and describe the extent of such knowledge.

15. Define the word "defect" as used in Defendant's written warranty.

16. Has Defendant failed or refused to reimburse its authorized dealers for any warranty repairs and/or diagnostic procedures on the subject vehicle? If the answer is "yes," state the reason Defendant did not reimburse its dealers for such repair.

17. Did any individuals or agents from Defendant's authorized dealers contact Defendant in an effort to seek assistance with the diagnosis or repair of the subject vehicle? If "yes," identify all individuals involved and identify and describe all communications.

18. Identify and describe all "Lemon Law documents," as defined above, that Defendant provides to its authorized dealerships or to purchasers of Defendant's vehicles.

19. Identify any document Defendant produced in response to Plaintiffs' requests for production that is not an authentic business record of Defendant or its authorized dealers.

20. Identify an individual within the State of Florida who is employed by Defendant and who is familiar with the content of all documents authored and produced by Defendant in response to Plaintiffs' Request for Production of Documents and who may be called by Plaintiffs as a witness in Plaintiffs' case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiffs means that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

If no single employee of Defendant located within the State of Florida is familiar with the content of all of the aforementioned documents that were authored and produced by Defendant in response to Plaintiffs' Request for Production, identify all employees located within this state that collectively are familiar with these documents so that Plaintiffs may call these individuals as witnesses in Plaintiffs' case-in-chief, and identify which documents each individual is knowledgeable.

Respectfully Submitted,
Krohn & Moss, Ltd

By: 

Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiffs
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR
COLUMBIA COUNTY, FLORIDA

CASE NO.

13-75CA

[REDACTED] and
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

REQUEST FOR PRODUCTION

NOW COMES Plaintiff, by and through KROHN & MOSS, LTD., and requests that FORD MOTOR COMPANY ("Defendant"), produces, as well as upholds its continuing duty to seasonably supplement these requests as additional information becomes available, all documents of any kind or nature including, without limitation: charts, photographs, phone records and other data, computations from which information can be obtained, and any and all copies thereof within the possession of your agents, employees or authorized dealerships, relating to or connected with, *every document that you were asked to "identify" or used in supplying the information requested in Plaintiffs' Interrogatories to Defendant.* In addition, and not by way of limitation, produce the following documents concerning the vehicle that is the subject of this action **whether in the possession of the Defendant or its authorized dealership(s):**

INSTRUCTIONS

1. In producing documents and other materials, you are to furnish all documents in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your employees or former employees, agents or former agents, parents, subsidiaries, affiliates, investigators or by your attorneys or their employees, agents or investigators.

2. All documents shall be produced in the same order as they are kept or maintained by you in the ordinary course of your business. All documents shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. If for any reason the container cannot be produced, you should produce copies of all labels or other identifying marks that may be present on the container.

3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found (*i.e.*, the document custodian) and the business address of each document custodian.

4. Documents attached to one another should not be separated. If any portion of any document is responsive to any portion of the document requests below, then the entire document must be produced.

5. If a document once existed and subsequently has been lost, destroyed or is otherwise missing, you should provide sufficient information to identify the document and state, in writing, the details, including whether the document:

- a. is lost or missing;
- b. has been destroyed and, if so, by whom and at whose request;
- c. has been transferred or delivered, voluntarily or involuntarily, to another person or entity and at whose request; or
- d. has been otherwise disposed of.

8. In each instance in which a document once existed but now is lost or missing or has been destroyed or otherwise disposed of, explain the circumstances surrounding the disposition of the document, including, but not limited to:

- a. the identity of the person or entity who last possessed the document;
- b. the date or approximate date of the document's disposition; and
- c. the identity of all persons who have or had knowledge of the documents' contents.

6. If any document responsive to any of these requests is privileged, and the document or any portion of the document requested is withheld based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, as required by Florida Rules of Civil Procedure, including the following information:

- a. the reason for withholding the document;
- b. the date of such communication;
- c. the medium of such communication;
- d. the general subject matter of such communication (such description shall not be considered a waiver of your claimed privilege);
- e. the identity of any document that was the subject of such communication and the present location of any such document;
- f. the identity of all the persons involved in such communication;
- g. the identity of any document which records, refers, or relates to such communication and present location of any such document; and
- h. the number or numbers of these requests for production of documents to which such information is responsive.

7. Each document requested herein should be produced in its entirety and without deletion, redaction or excision, except as qualified by Instruction 6 above, regardless of whether you consider the entire document or only part of it to be relevant or responsive to these document requests. If you have redacted any portion of a document on the ground of privilege, stamp the word "REDACTED" beside the redacted information on each page of the document which you have redacted. Any redactions to documents produced should be identified in accordance with Instruction 6 above.

8. All documents produced should be numbered sequentially, with a unique number on each page, and with a prefix identifying the party producing the document.

9. Electronically stored information should be produced on compact discs or zip drives in the original electronic file format(s) including all metadata or in the format as agreed by the parties, and with information or instructions sufficient to enable the propounding party to extract the electronically stored information.

DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks,

check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require

a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

REQUESTS TO PRODUCE

1. All pre-delivery repair orders relating to the subject vehicle in your possession.
2. All post-delivery repair orders relating to the subject vehicle in your possession.
3. All technicians' and/or mechanics' notes relating to the subject vehicle in your possession.
4. All documents identifying time stamps and/or time punches relating to the time spent performing repairs to the subject vehicle in your possession.
5. The warranty repair history relating to the subject vehicle as kept in its ordinary course of business by Defendant. This document includes all computer records evidencing monetary amounts reimbursed to Defendant's authorized dealership(s).
6. All internal reports, memoranda, correspondence and zone office reports pertaining to the subject vehicle.
7. All reports, memoranda, correspondence, zone office reports and/or any other documentation created by Defendant or its authorized dealership(s) due to Plaintiffs' contact with Defendant or its authorized dealership(s) by way of either writing, telephone or in person.
8. All records, invoices, and other documentation relating to the sale of and/or purchase of the vehicle in your possession.
9. All copies of all written warranties issued by Defendant and/or its authorized dealership(s) regarding the vehicle. This request is being made to obtain an authentic, unaltered copy.
10. Any and all documents relied upon by Defendant in formulating its answer and affirmative defenses.
11. All documents upon which Defendant relies in believing its arbitration program meets the substantive provisions of the Magnuson-Moss Warranty Act; 16 CFR Part 703; and/or any applicable state law provisions.
12. All **mechanical documents (as described in the definition section above)** applicable to the same year, make and model for vehicle as identified in your answer to Interrogatory number 2.

13. All "Talking Papers," "Quick Service Fixes," "Level Four documents," "advanced service information," "rapid response," special service information, technical training materials, continuing education materials, VSSM service library articles, Manufacture Audit Sampling Reports, Tech II bulletins, Know How Videos, engineering reports, analysis or memorandum, and any and all other documents referencing investigations or inquiries performed which relate to the allegations made herein regarding vehicles of the same year, make and model as Plaintiffs'.

14. The report of any expert witness Defendant intends to call at the trial of this case.

15. Any and all documents made available to Defendant's expert witnesses relating to the subject vehicle, Plaintiffs, or this lawsuit.

16. Curriculum vitae for any expert witness that Defendant intends to call in this case.

17. Any non-privileged communications provided to Defendant's expert witnesses relating to the subject vehicle.

18. Any and all documents prepared or received by Defendant's expert witness, including but not limited to: notes, reports, memorandum, and communications relating to the subject vehicle.

19. Any and all documents, papers, correspondence, memos, repair orders, work orders, computer print-outs, vehicle inquiry reports, documents, or receipts evidencing the performance of any repair work, whether covered under Defendant's warranty or not, relating to the subject vehicle.

20. All sales brochures, sales manuals, literature, pictures, or any other promotional literature produced for the vehicle which is the subject matter of this litigation.

21. Any franchise contract(s) between Defendant and its authorized dealership(s) that performed repairs to the vehicle.

22. Every document that constitutes an extended service contract or warranty given by Defendant, its authorized dealership(s) or some third party to the Plaintiffs covering the vehicle.

23. All written communications in Defendant's possession relating to the subject vehicle and its alleged defects or non-conformities, and/or Plaintiffs' request that Defendant accept the return of the vehicle.

24. Provide all documentation supporting Defendant's and its authorized dealership(s) policies to perform "goodwill" repairs (or any repairs performed that were free of charge to Plaintiffs but not covered under Defendant's written warranty) to the subject vehicle.

25. Provide all documentation evidencing the performance of "goodwill" repairs (or any repairs performed that were free of charge to Plaintiffs but not covered under Defendant's written warranty) to the vehicle whether authorized by Defendant or its authorized dealership(s).

26. All documents identifying or deciphering any diagnostic codes or repair codes that Defendant instructs its authorized dealership(s) to document on the repair orders.

27. Copies of **Lemon Law documents** or other materials which Defendant provides to its authorized service dealerships regarding the "Lemon Law" or other breach of warranty laws.

28. All documents in your possession relating to Plaintiffs' participation in Defendant's informal dispute resolution mechanism.

29. Defendant's Warranty Policy and Procedure Manual or document similarly called that provides Defendant's authorized repair facilities with instructions and information regarding Defendant's warranty policies and repair policies, i.e. how to submit warranty claims, and how to document warranty claims and findings by technicians when making repairs.

30. All communications between Plaintiffs and Defendant or between Plaintiffs and Defendant's authorized dealers relating to the subject vehicle.

Respectfully Submitted,
Krohn & Moss, Ltd

By: 

Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiffs
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR
COLUMBIA COUNTY, FLORIDA

CASE NO.

13-75CA

and

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

REQUESTS FOR ADMISSION

NOW COME Plaintiffs, by and through KROHN & MOSS, LTD., and requests that Defendant, FORD MOTOR COMPANY, ("Defendant") make the following admissions for the purpose of this action only:

DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations,

notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

REQUESTS FOR ADMISSION

1. The subject vehicle was brought to Defendant and/or an authorized service dealer of Defendant for repairs at least once within the time provided for under any of Defendant's warranties.
2. Defendant received written notification that Plaintiffs no longer wanted to retain ownership and/or possession of the subject vehicle.
3. Defendant and/or its authorized service dealers have been unable to repair all of the defects in the subject vehicle which were complained of by Plaintiffs within the time period of Defendant's warranties.
4. The subject vehicle was not been repaired after a reasonable number of attempts or reasonable amount of time.
5. The defects and non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint remain uncorrected.
6. Plaintiffs have not abused the subject vehicle.
7. Plaintiffs have not neglected the subject vehicle.
8. Plaintiffs have not modified the subject vehicle.
9. Plaintiffs have not altered the subject vehicle.
10. The subject vehicle has not sustained collision or impact damage to the subject vehicle.
11. All repairs performed on the subject vehicle were covered under Defendant's applicable warranty(ies).
12. The subject vehicle was subject to repair three (3) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiffs' two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.
13. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiffs' two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.
14. The non-conformities in the subject vehicle substantially impair the use, value, or safety of the vehicle.

15. The subject vehicle has been out of service in excess of thirty (30) calendar days during the Plaintiffs' first two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

16. Defendant has a process by which engineers offer Special Service Messages, Technical Service Bulletins, or Service Bulletins when a fix for a known problem becomes available.

17. The subject vehicle was not safe and substantially free from defects.

18. A vehicle may be sold with latent defects that do not manifest until after its date of sale.

19. Defendant does not maintain an informal dispute resolution program that complies with 16 CFR § 703.

20. The subject vehicle was not fit for its ordinary purpose.

21. The subject vehicle was defective at the time it left Defendant's control.

22. The problems that Plaintiffs experienced with the subject vehicle that caused the subject vehicle to be taken to Defendant's authorized dealership(s) were due to defects in factory supplied materials or workmanship.

23. The subject vehicle was diminished in value due to the fact that the defects in the subject vehicle were not repaired within a reasonable number of repair attempts or reasonable amount of time.

24. Plaintiffs' vehicle was diminished in value due to the fact that the subject vehicle was not fit for its ordinary purpose.

25. Defendant authors and/or maintains a manual regarding the policies and procedures with respect to warranty repairs and warranty administration that provides instructions and information to Defendant's authorized dealers.

26. Plaintiffs provided Defendant with a final opportunity to repair the alleged defects in the subject vehicle prior to filing the case at bar with the Court.

27. Defendant spent more money on warranty repairs for the subject vehicle than the average vehicle of the same year, make, and model.

28. The defects alleged by Plaintiffs in the subject vehicle cannot be repaired by Defendant.

29. At the time Plaintiffs took possession of the subject vehicle, it was covered by

Defendant's written warranty.

Respectfully Submitted,
Krohn & Moss, Ltd

By: 

Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiffs
FBN: 0042911

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BF [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]
 Name: [REDACTED] Owner Status: Original WSD: 2011-08-30
 Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: DRP-REPAIR REQUEST Secondary Phone: [REDACTED]
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - CABBB CASE ELIGIBLE
 Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 19385 MI Comm Type: MAIL
 Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB
 Action Date: 09/20/2012 Action Time: 16.05.09.788 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 19385 MI Comm Type: MAIL
 Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB
 Action Date: 10/10/2012 Action Time: 16.05.23.025 Action Data: No

Comments HEARING SCHEDULED ON 10/22/12 AT 2:30

Action: COMPANY REPORT SUBMITTED
 Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 19385 MI Comm Type: OTHER
 Analyst Name: WATSON, MICHEL Analyst: MWATSO90
 Action Date: 10/11/2012 Action Time: 14.28.09.581 Action Data: Yes

Comments MRF FAXED TO BBB ATTN TODD

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

Action: ARBITRATION DECISION-DENIAL
 Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 19385 MI Comm Type: MAIL
 Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB
 Action Date: 10/26/2012 Action Time: 21.05.13.480 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ARBITRATION-AWA DRS SPENDING
 Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 19385 MI Comm Type: OTHER
 Analyst Name: WATSON,

MICHEL

Analyst: MWATSO90

Action Date: 10/29/2012

Action Time:
12.27.49.142

Action Data: Yes

Comments DENIAL FOR REPURCHASE

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

Action: ASSUMED REJECTION OF DECISION

Dealer: 04875 ROUNTREE MOORE INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 19385 MI

Comm Type: MAIL

Analyst Name: EIKENBERRY,TODD

Analyst: T-EIKENB

Action Date: 11/14/2012

Action Time: 16.05.13.432

Action Data: Yes

Comments DATE OF REJECTION 11/14/12 ARBITRATED RESULTING IN A DENIAL

| Data Element Name | Data Value |
|-------------------|------------|
| DATE OF REJECTION | 11/14/12 |
| | Y |

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]
 Name: [REDACTED] Owner Status: Original WSD: 2011-08-30
 Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]
 Reason Desc: CI - FLORIDA MVDN Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact:

Action: OPEN REGION CONTACT
 Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 1650 MI Comm Type: INBOUND CUSTOMER MAIL
 Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2
 Action Date: 09/06/2012 Action Time: 14.08.51.959 Action Data: Yes

Comments CUSTOMER STATES: STEERING FAILURE.CUSTOMER SEEKS: FINAL RESOLUTION UNDER FLORIDA LEMON LAW.

| Data Element Name | Data Value |
|-----------------------------|------------|
| REGION NUMBER | 25 |
| DATE OF LETTER (MM-DD-YYYY) | 08-29-2012 |
| DATE RECEIVED (MM-DD-YYYY) | 09-04-2012 |
| TIME RECEIVED (HH:MM) | 14:29 |

Action: UPDATE CONTACT STATUS
 Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 1650 MI Comm Type: PHONE
 Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2
 Action Date: 09/07/2012 Action Time: 14.44.18.383 Action Data: No

Comments OBC TO THE CONSUMER, LEFFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. ADVISED THE CONSUMER THAT WE WOULD LIKE TO DISCUSS THE CONCERNS. PROVIDED CONTACT INFORMATION.

Action: FOLLOW UP - OPEN
 Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 1650 MI Comm Type: PHONE
 Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2
 Action Date: 09/07/2012 Action Time: 14.44.27.110 Action Data: Yes

Comments DISCUSS CONCERNS

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 09-10-2012 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/10/2012

Action Time:
13.25.41.327

Action Data: No

Comments INB VM FROM THE CONSUMER, CONSUMER REQUESTING A CALL BACK. OBC TO THE CONSUMER, SPOKE TO MARSHA MCDONALD. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. CONSUMER ADVISED THAT SHE DOES NOT KNOW THE CURRENT MILEAGE. CONSUMER ADVISED THAT THE STEERING WHEEL SHAKES WHEN DRIVING. CONSUMER ADVISED THAT THERE IS AN ISSUE WITH THE FRONT END. CONSUMER ADVISED THAT SHE NEEDS TO CALL ME BACK. CONSUMER CONFIRMED THAT SHE ALREADY HAS CONTACT INFORMATION.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/10/2012

Action Time:
13.25.53.694

Action Data: Yes

Comments DISCUSS CONCERNS

Data Element Name

Data Value

DATE OF FOLLOW UP:

09-11-2012

TIME OF FOLLOW UP (HH:MM):

17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/10/2012

Action Time:
13.47.15.261

Action Data: No

Comments INBC FROM THE CONSUMER, SPOKE TO MR MCDONALD. ADVISED THE CONSUMER WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. CONSUMER ADVISED THAT WHEN ACCELERATING FROM A STOP, THE VEHICLE WILL NOT ACCELERATE AND THEN KICK IN. CONSUMER ADVISED THAT THE ISSUE USUALLY OCCURS WHEN THE ENGINE IS COLD. CONSUMER ADVISED THAT THE CLICKING NOISE IN THE STEERING, STEERING IS STICKING, AND THE STEERING WENT OUT. ADVISED THE CONSUMER THAT FMC WILL BE SCHEDULING FOR OUR FSE TO COMPLETE AN FRA. ADVISED THE CONSUMER THAT ONCE THE FSE PROVIDES AVAILABLE DATES, WE WILL CONTACT HIM BACK TO SCHEDULE THE APPOINTMENT. CONSUMER UNDERSTOOD. **TFOAM SUBMITTED, CURRENTLY AWAITING AVAILABLE DATES FOR FRA**

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA,

TANYA
Action Date: 09/10/2012
Analyst: TESPINO2
Action Time: 13.48.48.553
Action Data: Yes

Comments PROVIDE AVAILABLE DATES

| Data Element Name | Data Value |
|----------------------------|-------------------|
| DATE OF FOLLOW UP: | 09-14-2012 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/10/2012

Action Time: 13.48.49.286

Action Data: Yes

Comments PROVIDE AVAILABLE DATES

| Data Element Name | Data Value |
|----------------------------|-------------------|
| DATE OF FOLLOW UP: | 09-14-2012 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/14/2012

Action Time: 11.31.45.497

Action Data: No

Comments EMAIL SENT TO FSE REQUESTING AVAILABLE DATES

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/14/2012

Action Time: 11.32.05.959

Action Data: Yes

Comments PROVIDE AVAILABLE DATES

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

Action: UPDATE CONTACT STATUS

Origin Desc: CONSUMER AFFAIRS - CONSUMER

Dealer: 04875 ROUNTREE-MOORE INC
Odometer: 1650 MI
Analyst Name: ESPINOSA, TANYA
Action Date: 09/17/2012
Comm Type: PHONE
Analyst: TESPINO2
Action Time: 13.38.44.535
INTERVENTION
Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT THE FSE IS AVAILABLE ON 9/25/12 AT 8AM FOR AN FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK WITH WHETHER OR NOT THE DATE IS FINE. PROVIDED CONTACT INFORMATION.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC
Odometer: 1650 MI
Analyst Name: ESPINOSA, TANYA
Action Date: 09/17/2012
Comm Type: PHONE
Analyst: TESPINO2
Action Time: 13.38.53.122
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Action Data: Yes

Comments PROVIDE AVAILABLE DATES

| Data Element Name | Data Value |
|----------------------------|------------|
| DATE OF FOLLOW UP: | 09-18-2012 |
| TIME OF FOLLOW UP (HH:MM): | 17:00 |

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC
Odometer: 1650 MI
Analyst Name: ESPINOSA, TANYA
Action Date: 09/18/2012
Comm Type: PHONE
Analyst: TESPINO2
Action Time: 13.43.08.403
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Action Data: No

Comments INB VM FROM THE CONSUMER, CONSUMER ADVISED THAT THEY WOULD TRY AND MAKE THE APPOINTMENT OF 9/25/12 AT 8AM. **OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO CONFIRM THE FRA APPOINTMENT OF 9/25/12 AT 8AM. ADVISED THE CONSUMER THAT WE WILL ARRANGE A LOANER WITH THE SM AT THE DLRSH. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK TO CONFIRM RECEIPT OF THE MESSAGE. PROVIDED CONTACT INFORMATION. **FRA 9/25/12 AT 8AM**

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC
Odometer: 1650 MI
Analyst Name: ESPINOSA, TANYA
Action Date: 09/18/2012
Comm Type: PHONE
Analyst: TESPINO2
Action Time: 13.43.16.361
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Action Data: Yes

Comments CHECK STATUS

| Data Element Name | Data Value |
|--------------------|------------|
| DATE OF FOLLOW UP: | 09-28-2012 |

TIME OF FOLLOW UP (HH:MM): 17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/18/2012

Action Time: 13.47.15.774

Action Data: No

Comments OBC TO THE DLRSH, SPOKE TO SM RANDY. ADVISED THE SM THAT THE CONSUMER WILL BE DROPPING THE VEHICLE OFF AT THE DLRSH AT THE DLRSH ON 9/25/12 AT 8AM. ADVISED THE SM THAT THE CONSUMER WILL BE IN NEED OF A LOANER. SM ADVISED THAT THEY WOULD ARRANGE THEM A RENTAL.

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/28/2012

Action Time: 12.49.33.789

Action Data: No

Comments OBC TO THE DLRSH, SPOKE TO SM RANDY. SM ADVISED THAT THE VEHICLE IS STILL AT THE DLRSH. SM ADVISED THAT THEY SHOULD BE RETURNING THE VEHICLE TO THE CONSUMER THIS AFTERNOON. ADVISED THE SM TO PLEASE UPDATE CUDL ONCE THE CONSUMER HAS PICKED UP THE VEHICLE.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 09/28/2012

Action Time: 12.49.44.020

Action Data: Yes

Comments CHECK STATUS

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-05-2012

TIME OF FOLLOW UP (HH:MM):

17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/08/2012

Action Time: 14.53.08.545

Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK. PROVIDED CONTACT

INFORMATION.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/08/2012

Action Time: 14.53.15.686

Action Data: Yes

Comments DISCUSS FRA

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-12-2012

TIME OF FOLLOW UP (HH:MM):

17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time: 14.32.40.417

Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK. PROVIDED CONTACT INFORMATION.

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time: 14.35.33.490

Action Data: No

Comments .

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time: 14.35.39.548

Action Data: Yes

Comments DISCUSS FRA

Data Element Name

Data Value

DATE OF FOLLOW UP: 10-16-2012
TIME OF FOLLOW UP (HH:MM): 17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/18/2012

Action Time: 15.39.20.726

Action Data: No

Comments RESCHEDULING FOLLOWUP

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/18/2012

Action Time: 15.39.25.519

Action Data: Yes

Comments DISCUSS FRA

Data Element Name

Data Value

DATE OF FOLLOW UP:

10-19-2012

TIME OF FOLLOW UP (HH:MM):

17:00

Action: CLOSE REGION ISSUE

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/24/2012

Action Time: 13.16.10.378

Action Data: No

Comments CASE WENT TO ARBITRATION WITH THE BBB ON 10/22/12. CASE CLOSED

Action: FOLLOW UP - CLOSE

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/24/2012

Action Time: 13.16.10.810

Action Data: No

Comments CASE WENT TO ARBITRATION WITH THE BBB ON 10/22/12. CASE CLOSED

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30
Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: OPEN

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU
Odometer: 19385 MI Comm Type: PHONE
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 09/20/2012 Action Time: 12.09.45.620 Action Data: No

Comments OPEN BBB CLAIM.

Action: FIELD E-MAIL SENT - DRP
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 19385 MI Comm Type: OTHER
Analyst Name: WATSON, MICHEL Analyst: MWATSO90
Action Date: 09/20/2012 Action Time: 14.39.35.194 Action Data: No

Comments DEALER REPORT REQUESTED FROM ROUNDTREE MOORE AND TFOAMS STARTED FOR CONCERNS OF STEERING LOSS AND TRANSMISSION FAILURE. NOTE: CUSTOMER FRA IS CURRENTLY IN PROGRESS. DRS AGENT MONITORING STATUS.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 19385 MI Comm Type: OTHER
Analyst Name: WATSON, MICHEL Analyst: MWATSO90
Action Date: 09/27/2012 Action Time: 09.19.02.968 Action Data: No

Comments FOLLOWED UP WITH ROUNDTREE MOORE LEFT VM FOR LENNY FLETCHER ON COMPLETION OF DEALER REPORT.

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 19385 MI Comm Type: OTHER
Analyst Name: WATSON, MICHEL Analyst: MWATSO90
Action Date: 09/28/2012 Action Time: 13.21.41.893 Action Data: No

Comments BASED ON OUR CASE DOCUMENTATION, THE CUSTOMER WILL BE RECEIVING THEIR VEHICLE BACK TODAY AS THE FRA REPAIRS ARE COMPLETE. WE STAND BEHIND THE DEALERSHIP SERVICE COMPLETED AND BELIEVE THAT THE STEERING FAILURE HAS BEEN CORRECTED. PLEASE OFFER THE CUSTOMER OUR 3 YEAR / 45,000 MILE LIMITED MAINTENANCE PLAN ON THIS VEHICLE. WE FEEL THIS WILL SERVE OUR CUSTOMER WELL

AS THEY CONTINUE THEIR NORMAL USE AND OPERATION OF THEIR 2011 FUSION.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30
Symptom Desc: [REDACTED] Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - GENERAL/OTHER Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: REFERRED BY DEALER
Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: MANUAL - PHONE CSR
Odometer: 1650 MI Comm Type: PHONE
Analyst Name: SANTOS , KARIME Analyst: KSANTO17
Action Date: 09/06/2011 Action Time: 14.13.18.348 Action Data: No

Caller Information If Different From Vehicle Owner:

| First Name | Middle Initial | Last Name | Day Phone | Relationship |
|------------|----------------|------------|------------|--------------|
| [REDACTED] | | [REDACTED] | [REDACTED] | SPOUSE |

Comments CUSTOMER SAID: -ADVISED CUST TO CALL US AND ASK FOR ASSISTANCE DEALER SAID: ROUNTREE - MOORE LLLP SCHEDULE SERVICE 2588 WEST US HWY 90 LAKE CITY FL 32055(386) 755-0630

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR
Name:
Symptom Desc:
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY
Issue Type: 01 INQUIRY
Year: 2011
Owner Status: Original
Model: FUSION
WSD: 2011-08-30
Primary Phone:
Secondary Phone:
Case:
Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER

Dealer:

Odometer: 1650 MI

Analyst Name: SANTOS , KARIME

Action Date: 09/06/2011

Comm Type: PHONE

Analyst: KSANTO17

Action Time: 14.11.37.326

Origin Desc: MANUAL - PHONE CSR

Action Data: Yes

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship
SPOUSE

Comments CUSTOMER SAID: -DID NOT OFFER-WANTS TO KNOW ABOUT MPGCRG ADVISED: -DID NOT OFFER-
ADVISED OF MPG

Data Element Name

Data Value

GENERAL REASON FOR CRC
CONTACT:

PUBLIC-PRIVATE OFFER ACTIONS:

COVERAGE QUESTION -
WARRANTY/RECALL/ESP

CUSTOMER NOT INTERESTED AT THIS TIME

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 1650 MI Comm Type: PHONE
Analyst Name: SANTOS , KARIME Analyst: KSANTO17
Action Date: 09/06/2011 Action Time: 14.01.50.491 Action Data: No

Caller Information If Different From Vehicle Owner:
First Name Middle Initial Last Name Day Phone Relationship
[REDACTED] [REDACTED] [REDACTED] [REDACTED] SPOUSE

Comments CUSTOMER PROFILE UPDATE

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Server: AWS QA
Claims loaded through: 20-FEB-2013

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

| | | | | | |
|----------------------|-------------|----------------------|--|----------------|--|
| VIN: | 3FAHP0HA3B1 | Vehicle Line WERS: | C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-12] | Engine: | C/SB - 2.5L DOHC PFI 170HP DURATEC HE |
| Model Year: | 2011 | Vehicle Line AWS: | DE - FUSION | Global Engine: | E0617 - DURATEC-HE GAS I4 (NON-GTD1) - CHI |
| Vehicle Type: | C | Vehicle Line Global: | DE - FUSION (LESS HYBRID) (NA-HSAP) | Engine Plant: | EN06 - CHIHUAHUA GAS |
| Inv. Dealer: | * | Drive Code: | C/A - 2 WHL L/H FRONT DRIVE | Transmission: | C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE |
| Vehicle Status Code: | 800 | Body Cab Style: | C/FA - 4 DOOR SEDAN-4 LITE | Global Trans: | A1105 - AT - 6F35 - VDP |
| Market Derived: | F - FORD | Version/Series: | C/QC - MID VERSION - CAR | Trans Plant: | AT11 - A/T VAN DYKE |

BUILD INFORMATION:

| | | | | | |
|----------------|--------------------|------------------|-----------------------------|--------------------|-------------|
| Region Built: | NA - NORTH AMERICA | Assembly Plant: | A3 - HERMOSILLO PLANT BUILD | Vehicle Load Date: | 18-JAN-2011 |
| Country Built: | MEX - MEXICO | Production Date: | 14-JAN-2011 | | |

SALE INFORMATION:

| | | | | | |
|--------------------------|---------------------------------|----------------------|-------------|-------------------------|---|
| Region Sold: | NA - NORTH AMERICA | Arrival Date: | 31-JAN-2011 | Red Carpet Lease: | * |
| Country Sold: | USA - UNITED STATES | Sale Date: | 30-AUG-2011 | Fleet/Retail/Co. Lease: | R |
| Vehicle Count Flag: | Y | Warranty Start Date: | 30-AUG-2011 | Modified Vehicle: | * |
| Selling Dealer S/U/Prov: | FL | Original WSD: | 30-AUG-2011 | Warranty Status Ind: | * |
| Selling Dealer [code]: | ROUNTREE-MOORE INC [124516 - *] | | | Vehicle Export Flag: | N |

VOC:

POHBR230751YM 3 A F 2 02M1170 UL E W TES U 2FB SHB 324V452 5 U6 DL A3FAH3 2 O 202A 9AMGA

EOC:

INSTALLED OPTION INFORMATION:

| | | | | | |
|------------------------|---------------------------------|----------------------|------------------------------------|------------------------|----------------------------|
| Air Conditioning: | C/B - MANUAL AIR CONDITIONER | Color(Trim): | 000SV - MEDIUM LT STONE | Navis Engine Serial #: | 060111050036 |
| Alternator Amp Rating: | * | Delivery Type: | 0 | Paint: | PN3K7 - RED CANDY TINT CC |
| Audio Disk: | | Driveshaft Code: | * | Power Antenna: | * - [N/A] |
| Axle Ratio: | EGAA8 - 3.066 FINAL DRIVE RATIO | Front Seat: | C/B - SEAT-INDIVIDUAL-L/B DRV/PASS | Radio: | PA - SINGLE CD/MP3 RADIO |
| Axle Type: | * - [N/A] | Fuel Type: | AF - UNLEADED FUEL CAPABILITY | Sound System: | BA - STANDARD AUDIO (BASE) |
| Battery Amp Rating: | * | Fuel Type Engine: | G - Gas | Tire Manufacturer: | * - [N/A] |
| Brake Code: | * - [N/A] | GVW Class Code: | H | Tire Brand: | 0A00NX - |
| Brake Code(Service): | * - [N/A] | Instrumentation: | * - [N/A] | Tire Size: | D3KGP - P225/50VR 17 |
| Calibration Code: | ADE11-40A | Mirror(Driver Side): | AD - DRIVER POWER MIRROR | Traction Control: | * - [N/A] |
| Color(Accent): | * - [N/A] | Mirror(Passr Side): | AD - PASS POWER CONVEX MIRROR | | |

TRACEABILITY INFORMATION



BBB AUTO LINE

November 14, 2012

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

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

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

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

Sincerely,

Todd Eikenberry at Extension 241

Council of Better Business Bureaus, Inc.

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

PE14-030 000517LC

GCQIS Report Analysis

Indicator Summary

Query Names : * REPORT RETRIEVAL

Folder Number :

File Report To This Folder

File Report To A Folder

Report Source

Refresh Counts

Reset

Indicator Summary

Download Options

| Report Source Code | Report Source Description | Select | Total Indicators |
|--------------------|---------------------------|--------------------------|------------------|
| FF | FCSDFS | <input type="checkbox"/> | 1 |
| C1 | CACVOC | <input type="checkbox"/> | 1 |
| | | | Total: 2 |

Requester: MVALLA

Indicator Summary

Server: ECCWS686

Ford Proprietary, Private

1-Mar-2013

Retention: None



BBB AUTO LINE

October 26, 2012

██████████
LAKE CITY, FL ██████████

Re: FRD1228711 ██████████ vs Ford Motor Corporation 3fahp0ha3br ██████████

Dear ██████████:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case. Please read the instructions on the *Acceptance/Rejection Form*, complete it and return it to us no later than 14 days from the date of this letter.

We thank you for giving us the opportunity to help with the resolution of your dispute, and hope that you are satisfied with the manner in which your claim was handled in BBB AUTO LINE.

The enclosed *Decision* is not binding on the consumer. **You may reject this decision and, if eligible, may request arbitration by the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General.**

To obtain information about and file a claim with the state-run Florida New Motor Vehicle Arbitration Board, you should contact the Office of the Attorney General, Lemon Law Hotline at 800.321.5366 (850.414.3500 if outside Florida), or via email to: flalemonlaw@myfloridalegal.com. The mailing address is: Office of the Attorney General, Lemon Law Arbitration, PL-01, The Capitol, Tallahassee, FL 32399-1050.

PLEASE BE ADVISED: the Florida Lemon Law requires that a request for arbitration by the Florida New Motor Vehicle Arbitration Board be filed by a consumer no later than 60 days after the expiration of the lemon law rights period (the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer) or within 30 days after the final action of BBB AUTO LINE, whichever date occurs later.

Please complete and send the enclosed Acceptance/Rejection form to 3033 Wilson Blvd., Suite 600, Arlington, VA 22203 or you may fax it to 1.703.247.9700.

If you have any questions about the decision or if I may be of help to you, please feel free to call me at 800.955.5100.

Sincerely,

Todd Eikenberry at Extension 241



BBB AUTO LINE

October 26, 2012

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

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

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

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

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

Sincerely,

Todd Eikenberry at Extension 241

Council of Better Business Bureaus, Inc.

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

PE14-030 000521LC



ACCEPTANCE OR REJECTION OF DECISION

Date: 10/26/12

Case Number: [REDACTED]

Customer: [REDACTED]

State: FL

Business: Ford Motor Company

Mfr-Info: 6700 FL 3fahp0ha3br [REDACTED]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

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

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

Date: _____

Council of Better Business Bureaus, Inc.

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

PE14-030 000522LC



Denial Decision

Submitted Date: 10/25/12

VIN: 3FAHP0HA3BR

Customer: - Hearing Date: 10/22/12

Arbitrator: Martin Cohen

Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied. The customer's request for replacement of the vehicle is denied. Although the customer states they have no faith in the vehicle there is no evidence the problems continue to exist after the final repair attempt. Further the vehicle was out of service for a total of only 27 days which does not meet the Florida Lemon Law standard of 30 days for all nonconformities. The vehicle also did not meet the Florida Lemon Law standard of three repair attempts plus a final repair attempt for any single nonconformity.

CASE:
Arbitrator: Martin Cohen

Customer:
Date: 10/25/12



Lemon Law Reasons for Decision

Submitted Date: 10/25/12

VIN: 3FAHP0HA3BR

Customer: - Hearing Date: 10/22/12

Arbitrator: Martin Cohen

- Fact Sheet Section -

Fact Sheet Question 1

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

a Problem (as listed on Agreement to Arbitrate):

- 1 Steering loss
- 2 Transmission failure

b Exists Now? (Please Explain)

- 1 Although the customer has no faith in the vehicle and will not take the vehicle on a trip, there is no evidence the problem continues to exist following the final repair attempt.
- 2 Although the customer has no faith in the vehicle and will not take it on a trip, there is no evidence the problem continues to exist following the final repair attempt.

c Number of Repair Attempts

- 1 There were two repair attempts plus the final repair attempt.
- 2 There was one repair attempt plus the final repair attempt.

d Number of Days Out of Service:

- 1 The vehicle was out of service a total of 21 days for this problem including four days during the final repair attempt.
- 2 The vehicle was out of service a total of 16 days for this problem including four days during the final repair attempt.

- Reasoning Section -

Question 1

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

Both the steering loss and the transmission failure, if they continued to exist, would represent a defect covered by the manufacturer's new vehicle warranty. These components would be covered by the warranty as they are major components of the vehicle.

Question 2

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

If the problems had continued to exist both the steering loss and transmission failure would represent a substantial impairment of the use of the vehicle. In addition, the steering loss problem would have represented a substantial safety issue.

Question 3

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

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

The vehicle was out of service for a total of 27 days including the final repair attempt, two attempts to repair the steering loss problem, one attempt to repair the transmission failure problem, and one repair attempt to repair a clicking noise noticed in the front end.

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

No. The vehicle has not met the Florida Lemon Law standard for a reasonable number of repair attempts.

- c **Please explain how you reached this conclusion.**

The Florida Lemon Law standard requires at least three repair attempts plus a final repair attempt for a single nonconformity. There were only three repair attempts for the steering problem including the final repair attempt. There were only two repair attempts for the transmission problem including the final repair attempt.

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

If the problems had still existed and if there would have been a sufficient number of repair attempts the consumer would have been entitled to repurchase of the vehicle as the other provisions of the Florida Lemon Law were met (eligible consumer, eligible vehicle, etc).

Question 4

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

The customer's request for replacement of the vehicle is denied. Although the customer states they have no faith in the vehicle there is no evidence the problems continue to exist after the final repair attempt. Further the vehicle was out of service for a total of only 27 days which does not meet the Florida Lemon Law standard of 30 days for all nonconformities. The vehicle also did not meet the Florida Lemon Law standard of three repair attempts plus a final repair attempt for any single nonconformity.

Question 5

If awarding a repurchase or replacement:

- a **Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.**

Not Applicable

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

Not Applicable

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

Not Applicable

Question 6

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

a Materials/Documents Submitted by Customer

- (*) Repair reports
- (*) Purchase agreement
- (*) Written documentation of vehicle problems incurred.

b Materials/Documents Submitted by Manufacturer

- (*) Repair reports
- (*) Written documentation of the manufacturer's position

Question 7

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

Although the vehicle was not present at the time of the hearing and was not inspected, the customer claims the current mileage at the time of the hearing was 19,741.8.

CASE: [REDACTED]
Arbitrator: Martin Cohen

Customer: [REDACTED]
Date: 10/25/12



MANUFACTURER RESPONSE FORM
Will participate - In Writing ☐ By Phone ☒

Case Number: [REDACTED]
Customer Name: [REDACTED]
VIN: 3FAHP0HA3BR [REDACTED]
Vehicle year/model: 2011 FUSION
Current mileage: 19385

State: FL
Warranty Start Date: 8/30/2011

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

SETTLEMENT INFORMATION

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

Ford offered our 3 year / 45,000 mile Limited Maintenance Plan as the vehicle was repaired on 09/27, with no transmission repair completed.

Please indicate the customer's response below:

- ☐ The customer rejected the offer on _____.
☐ The customer has not indicated a response to the offer.

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

- Steering loss
- Transmission Failure

MANUFACTURER'S POSITION:

It is Ford's position that this vehicle has been repaired and is free of any presented manufacturer nonconformity. Ford believes that the repair completed on 09/27/2012 alleviated the steering and transmission concerns and does not currently have a condition that impairs the vehicle from ordinary use by our customer. While the Final Repair Attempt has been completed, we feel that the vehicle has not been out of service for thirty days for any ongoing repair, and that only the minimal criteria for number of repair attempts has been satisfied. We note that it is our belief this vehicle does not have a steering or transmission condition at this time.

It is our contention that this vehicle has accrued mileage well above the national average, and that during repair completion, continued normal use occurred. This validates our opinion that no concern

has impacted this vehicle's reasonable use by our consumer. Ford is seeking a denial decision for the repurchase or replacement of this vehicle.

Vehicle Warranty Repair History:

Invoice # [REDACTED] **at** 12,512 miles
03/29/2012

Issue Presented:

- Oil change
- Power steering light came on and made steering wheel hard and service system light came on.

Service Repair Completed:

- Engine oil changed
- Upon test drive of vehicle, all was ok. Additional diagnostic found codes which directed to flow chart based upon symptom provided. Checked air in front tires, turned tires from steering lock to lock. No unusual noises or binding noted. Removed tie rods and rack bellows and boots. No corrosion, rust, or moisture found. Installed a new EPAs gear.

Invoice [REDACTED] **at** 18,976 miles
08/08/2012

Issue Presented:

- Clicking noise when hitting bumps and brakes, sounds like something is loose

Service Repair Completed:

- No problem found.

Invoice # [REDACTED] **at** 19,385 miles
08/17/2012

Issue Presented:

- When turning, vehicle acts like it's hanging up.
- Customer states it acts like it doesn't want to shift.

Service Repair Completed:

- Verified intermediate loss of power steering. Ordered rack and pinion. Lowered engine cradle and installed new rack. Realigned front end. All ok.
- Checked transmission and completed Engine Electronic Control (EEC) testing. Reprogrammed the Powertrain Control Module (PCM) and cleared the Keep Alive Memory (KAM).

Invoice # [REDACTED] **at** 19,429 miles
09/25/2012

Issue Presented:

- Transmission not shifting like it should. Has a hesitation.

Service Repair Completed:

- Checked to ensure Powertrain Control Module (PCM) to calibration, topped off transmission.

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☒ Ford Field Service Engineer Report
- ☒ Dealer Report
- ☒ Other: AWS Warranty Repairs, Repair Orders

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

To: BBB AUTO LINE

Completed by: Michel Watson Date: 10/11/2012

Attn: Todd Eikenberry

Phone: 866-567-6518 x77467

Fax: 703.247.9700

Fax: 866-611-4278

Server: AWS Prod

Claims loaded through: 19-SEP-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-SEP-12

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

| VIN | AWS VL | WERS VL | MKT DER | BODY CAB | VER SERIES | DRIVE TYPE | PLANT CD | TRANS CD | ENG COD | PROD DATE | WARR DATE | SELLING DEALER | SELL CNT | TIS | WCC | PREF | BASE | SUFF | VRT NA | VRT ROW | VFG | OCC | CD | | | | | | | | | | | | | | |
|----------------|--------|--|---------|----------|------------|------------|-----------|--------------------|---------|-------------|-------------|----------------|----------|-------------|-------------|------|---------|------|----------------|---------|---------|----------|-------------|-----|---------|---------|--|----|--|------------|--|-------------|--|-------------|--|-------|--|
| 3FAH1PDHA3BR | DE | C/DE | F | C/FA | C/QC | C/A | A3 | C/W6 | C/SB | 14-JAN-2011 | 30-AUG-2011 | 124516 | USA | 8 | 6Y20 * | | TAP1 | * | F09 | SXX | V99 | A99 | 82 | | | | | | | | | | | | | | |
| AWS Claim Key: | | 3152449 | Doc #: | | 03881804 | | Trx Code: | | TAP1 | | Labor Hrs: | | 0 | | Labor Cost: | | 0 | | Material Cost: | | 0 | | Total Cost: | | 100 | | | | | | | | | | | | |
| Dir Cd-Sub Cd: | | 04875-* | | Name: | | | | ROUNTREE-MOORE INC | | | | Ph: | | 386-7550630 | | | | St: | | FL | | Ctry Cd: | | USA | | Reg Cd: | | NA | | Repr Date: | | 29-MAR-2012 | | DIST(Mile): | | 12512 | |
| Cust Comments: | | 4 DAYS TAP RENTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | | 4 DAYS TAP RENTAL WPI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3FAH1PDHA3BR | DE | C/DE | F | C/FA | C/QC | C/A | A3 | C/W6 | C/SB | 14-JAN-2011 | 30-AUG-2011 | 124516 | USA | 8 | 5001 | AESZ | 3504 | CE | F05 | S10 | V89 | C50 | 42 | | | | | | | | | | | | | | |
| AWS Claim Key: | | 3171522 | Doc #: | | 03881802 | | Trx Code: | | E84 | | Labor Hrs: | | 2.7 | | Labor Cost: | | 224.93 | | Material Cost: | | 1121.31 | | Total Cost: | | 1346.24 | | | | | | | | | | | | |
| Dir Cd-Sub Cd: | | 04875-* | | Name: | | | | ROUNTREE-MOORE INC | | | | Ph: | | 386-7550630 | | | | St: | | FL | | Ctry Cd: | | USA | | Reg Cd: | | NA | | Repr Date: | | 29-MAR-2012 | | DIST(Mile): | | 12512 | |
| Cust Comments: | | POWER STEERING LIGHT CAME ON AND STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | | TEST DROVE VEHICLE ALL OK SCANNED FOR DTCS C1277 C1963 DIRECTED TO FLOW CHART PPT F1 CK AIR IN FT TIRES IS AIR CORRECT GO TO F2 PUT VEH ON HOIST TURN TIRES FROM STEERING LOCK TO LOCK ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING NO GO TO F3 REMOVE BOTH OUTER TIE RODS AND RACK BELLOWS BOOTS AND INSPECT FOR CORROSION RUST MOISTURE IS ANY PRESENT NO INSTALL A NEW EPAS GEAR ORDERED NEW GEAR LIFT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Steering | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3FAH1PDHA3BR | DE | C/DE | F | C/FA | C/QC | C/A | A3 | C/W6 | C/SB | 14-JAN-2011 | 30-AUG-2011 | 124516 | USA | 12 | 2G05 * | | RECAL * | | F04 | S11 | V48 | P66 | 04 | | | | | | | | | | | | | | |
| AWS Claim Key: | | 4875057 | Doc #: | | 04453702 | | Trx Code: | | E84 | | Labor Hrs: | | 4 | | Labor Cost: | | 34.39 | | Material Cost: | | 0 | | Total Cost: | | 34.39 | | | | | | | | | | | | |
| Dir Cd-Sub Cd: | | 04875-* | | Name: | | | | ROUNTREE-MOORE INC | | | | Ph: | | 386-7550630 | | | | St: | | FL | | Ctry Cd: | | USA | | Reg Cd: | | NA | | Repr Date: | | 7-AUG-2012 | | DIST(Mile): | | 19385 | |
| Cust Comments: | | CUST STATES HIGH ACTS LIKE IT DOESNT WANT TO SHIFT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tech Comments: | | CK TRANS OPERATION EEC TEST P0000 CK OASIS ROAD TEST MONITOR PIDS CHECKED FLUID REPROGRAM PCM CLEAR KAM POST ROAD TEST PER TSB 12 6 12 WPI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transmission | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Claims List Report

Page 2 of 2

3FAHP03A3BR DE C/DE F C/FA C/QC C/A A3 C/W6 C/SB 14- 30-
JAN- AUG-
2011 2011 124516 USA 12 6Y20 * TAPI * F09 SXX V99 A99 82

AWS Claim Key: 4848583 Doc #: 04453703 Trx Code: TAPI Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 275

Dir Cd-Sub Cd: 04875-* Name: ROUNDTREE-MOORE INC Ph: 386-7550630 St: FL Ctry USA Reg Cd: NA Repr Date: 17-AUG-2012 DIST(Mile): 19385

Cust Comments: 11 DAYS RENTAL

Tech Comments: 11 DAYS TAP RENTAL WPI

3FAHP03A3BR DE C/DE F C/FA C/QC C/A A3 C/W6 C/SB 14- 30-
JAN- AUG-
2011 2011 124516 USA 12 5001 AESZ 3504 CE F02 S10 V87 H22 42

AWS Claim Key: 4852720 Doc #: 04453701 Trx Code: SPW Labor Hrs: 2.8 Labor Cost: 240.75 Material Cost: 1121.31 Total Cost: 1362.06

Dir Cd-Sub Cd: 04875-* Name: ROUNDTREE-MOORE INC Ph: 386-7550630 St: FL Ctry USA Reg Cd: NA Repr Date: 17-AUG-2012 DIST(Mile): 19385

Cust Comments: WHEN TURNING ACTS LIKE ITS HANGING UP

Tech Comments: TEST DROVE VEHICLE AND VERIFIED INTERMEDIATE LOSS OF POWER STEERING ORDERED RACK AND PINION LOWERED ENGINE CRADLE AND INSTALLED NEW RACK REALIGNED FRONT END ALL OK WPI

Any comments? You can contact

webmaster

FRA 9/25/2012

[182976] - To: 3864871156 From: mwatson90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 4:7

BBB AUTO LINE Dealer Report and Repair History Summary
 Please Return To: Michel Watson
 FAX 866-611-4278 or e-mail to: mwatson90@ford.com

Attn: Service Manager - Immediate Action RequiredName: Chuck Brannaka Your Phone number: (386) 755-0630Dealership Name: Rountree Moore FordFCSO Zone Manager's Name: Kristina Uvaydova

BBB Case Open Date: 9/19/2012

CuDL Case Number: [REDACTED]Customer's Name: [REDACTED]VIN: 3FAHP0HA3BR[REDACTED] Make/Model/Year: 2011 FUSION Mileage: 19,385

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application? Yes ☒ No ☐

(Please summarize conversations, dates, offers made, actions taken and the name of dealership personnel):

3 Service writers have spoken with the customer regarding the issue - Tanner Warner,
Don Price, Willie Santler RO's included.

2. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes ☐ No ☒

If yes, please explain and if you know this vehicle is part of a fleet of 3 or more vehicles owned by this customer.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect? Yes ☐ No ☒

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and how did this aftermarket part affect factory installed parts/equipment. Take and send pictures if available.

[182976] - To: 3864871156 From: mwatso90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 5:7

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

4. Does this vehicle show signs of abuse, miss use or lack of maintenance?

Yes
☐No
☒

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

5. Has the Technical Hotline been contacted?

Yes
☐No
☒

If yes, provide Dates and CQIS Tech Hotline #.

What direction or advice did the Hotline representative(s) provide?

6. Has a Ford Market Area Team member (Zone Manager, FSB or Customer Care Team) been involved?

Yes
☐No
☒

a. If yes, indicate name of personnel and their involvement with you and this customer.

7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)?

Yes
☒No
☐

If No, what concerns remains un-resolve?

Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below.

Yes
☐No
☒

Did you test drive the vehicle with the customer (s)?

Yes
☐No
☒

Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.

[182976] - To: 3864871156 From: mwaeso90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 6:7

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

8. Was the customer offered a free service loaner or other courtesy transportation during service?

Yes ☒ No ☐If yes, on how many repair visits? 2What is the total number of days the customer was provided a free/complimentary loaner or rental? 15

9. What is the total number of days the vehicle been out of service for Ford warranty repairs at your dealership?
- 17

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

10. What additional actions, if any, have been taken to assist with the customer's concerns?

Nothing

11. Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request?

Yes ☐ No ☒

a. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.

12. Did the customer accept the goodwill offer or respond with counter offer?

Yes ☐ No ☒

a. If the customer responded with a counter offer, provide details of the offer.

13. Any Additional Comments:

Signature:

Charles Brannan

Title:

Fixed Operations Manager 10/10/12

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

BBB/CuDL case # _1505112491_

Customer: [REDACTED]

VIN: _3FAHP0HA3B[REDACTED]

WARRANTY ☒ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty

FORD ESP ☐ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☐ MaintenanceCARE

Expiration: Date _____ Miles _____

PLEASE INDICATE TYPE ☐ Goodwill ESP ☐ Customer purchased retail ESP ☐ NON-FORD ESP Name of Provider? _____

| RO Number | Date In | Date Completed | Total Days | Mileage | Customer's Concern | Action Taken | How Paid? Warranty / AWA / ESP / Retail / Dealer Internal |
|------------|---------|----------------|------------|---------|---|---|---|
| [REDACTED] | 9/4/11 | 9/14/11 | 1 | 2026 | Gas Mileage | Perform fuel economy test got 30.4 mpg | Internal |
| [REDACTED] | 3/28/12 | 4/1/12 | 4 | 12512 | Power Steering light come on | Replace Rack + Pinion Gear | Warranty |
| [REDACTED] | 8/8/12 | 8/8/12 | 1 | 18976 | Clicking noise when hitting bumps | No Problem Found | Internal |
| [REDACTED] | 8/17/12 | 8/28/12 | 11 | 19385 | When turning steering - change up binding | Replaced Rack + Pinion Gear Back ordered Part. | Warranty |

Please duplicate, as necessary and attach additional sheets.

Revised: November 9, 2010

+ 9/25/12 FRA

10/10/2012 WED 11:26 FAX 386 758 3017 ROUTINE-MOORE FORD LLP
[182976] - To: 386871156 From: mmat6006@ford.com Reply-To: 8665114278 10/09/12 15:18:15 7:7

0007/032

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647
2588 W. US Hwy. 90
Lake City, FL 32056-1647
(386) 755-0630



LINCOLN MERCURY

SERVICE DEPARTMENT HOURS
7:00 a.m. to 8:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | |
|---------------------|-----------------------------|
| R/O Order Date | R/O Number |
| 9/14/11 | 6030824/1 |
| Est. Received | Est. Promised |
| 8/33 | Waiting |
| Current Mileage | Mileage Out |
| 2026 | |
| Estimate of Repairs | Service Advisor / Key Tag # |
| | DONALD N PRICE/3015 |

| | | | | | |
|--|------|--------|----------------|------------|---------------------------|
| LAKE CITY, FL | | | | Work Phone | Vehicle Id # / VIN Number |
| | | | | | 3FAHP0HA3BR |
| | | | | Home Phone | Delivery Date |
| | | | | | 8/30/11 |
| Year | Make | Model | Body | Color | In-Service Date |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | 8/30/11 |
| 25201 ZURICH SERVICE CONTRACT 76373 or 8/30/17 Ded 100 | | | | | |

| Job Number | Description of Work | Code |
|------------|---|--------------------|
| 1. | DRIVEABILITY NOT GETTING RATED MPH. GAUGE ON CAR SAYS 26MPH TEST ACCURACY. FIRST. | 09FOZ WARR-Ford |

3015

| Job Number | Description of Work | Code |
|------------|--------------------------------|--------------------------|
| 2. | PERFORM MULTI-POINT INSPECTION | 55FOZ99P Customer Pay |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 3. | | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 4. | | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 5. | | |

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

LIMITED WARRANTY: The only warranty applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold under the terms of this estimate. Seller does not guarantee the work performed in accordance with this estimate will correct any problem specified on the description of the complaint.

Hazardous Waste Miscellaneous Supplies: There may be a charge that represents costs and/or profit to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses.

**** This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.**

**** State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718), and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).**

A storage fee of \$5.00 per day may be applied to vehicles which are not claimed within 3 working days of notification of completion.

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:
I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.

☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

Customer's Signature _____

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER

BASIS FOR CHARGE: ☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH

RETAIN PARTS: ☐ YES ☐ NO

APPOINTMENT: ☐ YES ☐ NO

IS THE CHARGE FOR PREPARING AN ESTIMATE CANNOT BE PREDETERMINED THE CHARGE WILL BE BASED ON: ☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.
☐ USED ☐ REBUILT ☐ RECONDITIONED

| | | | |
|--|----------------------------|------|--|
| SIGNED | | DATE | |
| NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK: | | | |
| NAME: | PHONE: | | |
| ORIGINAL ESTIMATE (PARTS & LABOR) \$ | ADDITIONAL REPAIRS QTD BY: | | |
| AUTHORIZED ADDL. REPAIRS \$ | DATE | TIME | |
| TOTAL \$ | | | |

Work Order ID
Customer Number
Time Printed

4/2/12 11:58 AM

Ford : Fusion : 2010-12 : Front Wheel Drive

Front : Left

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -0.2° | -0.1° | -0.6° 0.7° |
| 3.7° | 3.7° | 2.8° 4.8° |
| 0.07° | -0.02° | 0.00° 0.20° |
| 4.1° | 4.1° | |
| 4.0° | 4.0° | |

Camber

Caster

Toe

SAI

Included Angle
Turning Angle Diff.

Front : Right

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -0.2° | -0.2° | -0.8° 0.7° |
| 3.6° | 3.8° | 3.3° 5.3° |
| 0.18° | 0.00° | 0.00° 0.20° |
| 4.3° | 4.3° | |
| 4.1° | 4.1° | |

Front

Cross Camber
Cross Caster
Cross SAI
Total Toe
Cross Turn Diff.

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| 0.0° | 0.1° | -1.0° 1.0° |
| 0.1° | 0.1° | -1.5° 0.5° |
| -0.2° | -0.2° | |
| 0.22° | -0.02° | 0.00° 0.40° |

Rear : Left

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -1.1° | -1.1° | -2.6° -0.6° |
| 0.16° | 0.14° | 0.00° 0.24° |

Camber

Toe

Rear : Right

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -1.3° | -1.3° | -2.0° -0.5° |
| 0.09° | 0.09° | 0.00° 0.24° |

Rear

Cross Camber
Total Toe
Thrust Angle

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| 0.3° | 0.3° | |
| 0.23° | 0.23° | 0.04° 0.44° |
| 0.03° | 0.03° | -0.50° 0.50° |

* This value is not within specification. Tire wear, handling and safety problems may result.

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1847
2588 W. US Hwy. 90
Lake City, FL 32058-1847
(386) 755-0830



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| Printed Date | ECR Number |
|---------------------------|-----------------|
| 3/29/12 | 6038818/1 |
| Refused Date | Status |
| 4/02/12 | Reprint |
| Customer ID | Message Out |
| 12512 | 12512 |
| Vehicle Name | Year |
| WILLIAM E SANCH/1837 | |
| Vehicle License and Plate | |
| 3FAHP0HA3BR | |
| Drop-off Date | In-Service Date |
| 8/30/11 | 8/30/11 |
| Color | License Number |
| RED CANDY | |

MV8072

| Year | Make | Model | Body | Color | License Number |
|-------|------|--------|----------------|-----------|----------------|
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

| D. DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---------------------------------------|
| #1 - QL 55FOZ: CHANGE ENGINE OIL AND REPLACE OIL FILTER. EVERY 3,000 MILES OR 3 MONTHS, WHICHEVER OCCURS FIRST Work performed by NICK WAGNER(976) Kit: PK3614 Installed OIL :VAL OIL Installed 3614 :FL-6731 Sub Total: Labor: 6.75 Parts: 15.20 Total: 21.95 | 6.75 15.20 Included Included |
| #2 - MR 03FOZ: STEERING/SUSPENSION POWER STEERING LIGHT CAME ON AND AND MADE STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON Caused by TEST DROVE VEHICLE. ALL OK. SCANNED FOR DTC S. C1277, C1963, DIRECTED TO FLOW CHART. PINPOINT TEST F1. CHECK AIR IN FRONT TIRES, IS AIR CORRECT? GO TO F2. PUT VEHICLE ON HOISE, TURN TIRES FROM STEERING LOCK TO LOCK. ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING? NO. GO TO F3. REMOVE BOTH OUTER TIE RODS AND RACK BELLOWS BOOTS AND INSPECT FOR CORROSION, RUST, MOISTURE. IS ANY PRESENT? NO. INSTALL A NEW EPAS GEAR. Corrected by 12651D: (C50) (42) Work performed by Martin Hatcher(727) Corrected by 12651D45: Work performed by Martin Hatcher(727) Corrected by 3504A: Work performed by Martin Hatcher(727) | Warranty Warranty Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby agree you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied. Including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

| | |
|-----------------------|--|
| LABOR | |
| PARTS | |
| DEDUCTIBLE | |
| SUBLET | |
| SHOP SUPPLIES | |
| HAZARDOUS MATERIALS | |
| SALES TAX OR TAX I.D. | |
| SPECIAL ORDER DEPOSIT | |
| DISCOUNTS | |
| TOTAL DUE | |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1847
2588 W. US Hwy. 90
Lake City, FL 32056-1847
(388) 755-0630



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| Estimate Date | Estimate Number |
|---------------|-----------------|
| 3/29/12 | 6038818/2 |
| Estimate Date | Estimate Number |
| 4/02/12 | Reprint |
| Estimate No. | Estimate Out |
| 12512 | 12512 |

Customer Address / City / State / Zip
WILLIAM E SANCH/1837

MV9072

| Work Order | Work Order Number |
|-----------------|-------------------|
| | 3FAHPOHA3BR |
| Vehicle Make | Vehicle Model |
| 2011 | FORD |
| Vehicle Year | Vehicle Color |
| 2011 | RED CANDY |
| Vehicle Mileage | Vehicle VIN |
| 25201 | |

| DESCRIPTION OF SERVICE | QTY | WARRANTY |
|--|--------|--|
| <p>Corrected by 3001A: Work performed by Martin Hatcher(727) Corrected by 3001A1: Work performed by Martin Hatcher(727) Installed AB5Z 3504 CE :GEAR ASY - STEERING ORDERED NEW GEAR. LIFTED VEHICLE ON HOIST. REMOVED ENGINE CRADLE TO ACCESS EPAS RACK AND PINION. REMOVED RACK FROM CRADLE. INSTALLED NEW RACK IN CRADLE. INSTALLED CRADLE IN VEHICLE. REPROGRAMMED RACK. ERASED CODES. REALIGNED VEHICLE. ALL OK. WPI</p> | Qty: 1 | Warranty Warranty Warranty |
| <p>#3 - QL 55FOZ99P: PERFORM MULTI-POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00</p> | | |
| <p>#4 * MR 18FOZ: RENTAL Work performed by 7042 : 348767 () ***** * THANK YOU FOR CHOOSING ROUNTREE MOORE * FORD-LINCOLN AND NOW *****KIA***** *****</p> <p style="text-align: right;"><i>Goodwill Rental</i></p> | | |
| <p>Please Note: TEST DROVE AND INSPECTED FOR BRAKES ALL IS WORKING ACCORDING TO FACTORY SPECS</p> | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work herein to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."</p> <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.</p> | | |
| <p>LABOR</p> <p>PARTS</p> <p>DEDUCTIBLE</p> <p>SUBLET</p> <p>SHOP SUPPLIES</p> <p>HAZARDOUS MATERIALS</p> <p>SALES TAX OR TAX I.D.</p> <p>SPECIAL ORDER DEPOSIT</p> <p>DISCOUNTS</p> <p>TOTAL DUE</p> <p>CREDIT/DEB (PD) 051703</p> | | <p>6.75</p> <p>15.20</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>.00</p> <p>1.54</p> <p>.00</p> <p>.00</p> <p>23.49</p> <p>23.49</p> |
| <p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> | | |

ARMS® - Automated Rental Management System

Page 1 of 2

ARMS®

Description

ROUNDTREE MOORE FORD

Choose Company

Circle Reservation

Find Customer

Action Items

Completed Actions

Reports

Administration

Help

Customer File

For: [REDACTED] Rental Status: Pending

Go to Notebook

Assign

Dealership:

01 ROUNDTREE MOORE FORD

Pick Owner:

Get Last Day

Process

Skip >>

* Denotes required field

Extensions

Extension requested for:

0 additional authorized days to 4/8/12

Extend Rental

Rate/Class:

Economy

View Rates

Recent Notes

4/8/12 8:23 PM S - Authorization changed by PRICE, DONNA at 8:23 PM.
 S - Rental extended by PRICE, DONNA at 8:23 PM for 8 day(s).
 S - Current authorized date is 4/8/12.
 S - Extended 5 days at No Limit/day.

S= Sent, R= Received, N= Note To Go, A= Note to Repair Facility

* Time is displayed based on your local time zone: GMT-04:00

Go to Notebook

Authorization Summary

Rental Pending on: 4/2/12

Rental Start Date: 3/29/12 @ 12:22:00 PM

Last Authorized Date: 4/8/12

Days Authorized to Date: 8 days @ No Limit/day

Does not include fees and surcharges

Renter Information

Last Name:

First Name:

Address:

City: LAKE CITY

State: FL

Phone Numbers:

Work [REDACTED] Ext:

Home [REDACTED] Ext:

E-mail:

Additional Client Information

APR or ROM/PO#: 8000010

Additional Driver:

Get Last Day

Process

Skip >>

VEHICLES RENTED

| Effective Date and Time | Year | Make | Model | VIN | Starting Mileage | Ending Mileage | Mileage | Rate Charged |
|-------------------------|------|------|-------|-------------|------------------|----------------|---------|--------------|
| 3/29/12 12:22 PM | 2011 | FORD | FUSI | 3FAHP0HA6BR | 0 | 0 | 0 | \$25.00 |

NOTEBOOK

Extension

Request Extension

Mainline Authorization

Date

Author

Message

4/5/12 8:23 PM PRICE, DONNA

Authorization changed by PRICE, DONNA at 8:23 PM.
 Rental extended by PRICE, DONNA at 8:23 PM for 5 day(s).
 Current authorized date is 4/8/12.
 Extended 5 days at No Limit/day

ARMS® - Automated Rental Management System

Page 1 of 1

ARMS ROUNDTREE
MOORE FORD

5 days
Rental Company: ENTERPRISE RENT-A-CAR
Invoice: [REDACTED]

3/29-4/2

Bill To: N40163
ROUNDTREE MOORE FORD**
ATTN: WILLIE SANCHEZ
null

RENTAL DETAIL:

Rental Period: 3/29/12 to 4/2/12 (6 days)
Billed Period: 3/29/12 to 4/2/12 (5 days)

RENTER INFORMATION:

Renter: [REDACTED]

RENTAL INFORMATION:

Rental Branch Location:
ENTERPRISE RENT-A-CAR (4314)
129 NW GWEN LAKE AVE
LAKE CITY, FL 320563711
(386) 755-4005

ADDITIONAL CLAIM INFORMATION:

AP# or RO#/PO# [REDACTED]

Owner's Vehicle: 2012 FORD FUSIO
Additional Driver:

Repair Facility:

ROUNDTREE-MOORE FORD
LAKE CITY, FL 32056
(386) 755-0630

| Products and Services | Rate | Amount |
|-----------------------|-------|----------|
| 2 HOURS @ | 8.58 | \$17.18 |
| 4 DAYS @ | 24.38 | \$97.52 |
| Taxes and Surcharges | | |
| 1 SURCHARGE | 3.10 | \$3.10 |
| Total Charges: | | \$117.78 |
| Less Amount Received: | | \$0.00 |
| Total Amount Due: | | \$117.78 |

VEHICLES RENTED:

| Effective Date and Time | Year | Make | Model | VIN | Starting Mileage | Ending Mileage | Mileage | Rate Charged |
|-------------------------|------|------|-------|-----------------------|------------------|----------------|---------|--------------|
| 3/29/12 12:22 PM | 2011 | FORD | FUSIO | 3FAHP0HA5BR[REDACTED] | 21365 | 21588 | 223 | \$24.38 |

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR (4399)
11034 ATLANTIC BLVD
JACKSONVILLE, FL 322252902
Federal ID: 59-1684425

Total Charges: \$117.78
Less Amount Received: \$0.00
Total Amount Due: \$117.78

Please include on your check:
Invoice: [REDACTED]

100
only

| TECH | TECHNICIAN'S DETAILED EXPLANATION OF CAUSE AND CORRECTION | PARTS |
|-----------------|---|-------|
| MAR 29 AM 07:27 | <p>Test drive vehicle. All OK.</p> <p>Scanned for DTC. Found C1277, C1969.</p> <p>Directed to flow chart. Pinpoint test.</p> <p>F1 - Check air in front tires. Is air correct. Yes go to F2.</p> <p>F2 - put vehicle on hoist, turn tires from locking lock to lock. Are there any unusual noises or binding in steering. No - go to F3.</p> <p>F3 - Remove both outer tie rods and rack bellows boots and inspect for corrosion, rust, moisture. Is any present? No - go to install a new EPAS gear.</p> | |
| MAR 29 AM 11:02 | <p>Complaint</p> <p>Ordered new gear.</p> | |
| MAR 29 AM 11:57 | <p>Correction</p> <p>Lifted vehicle on hoist. Removed engine cradle to access EPAS rack & pinion.</p> <p>Removed rack from cradle.</p> | |

| TECH | TECHNICIAN'S DETAILED EXPLANATION OF CAUSE AND CORRECTION | PARTS |
|-----------------|--|-------|
| MAR 29 AM 07:27 | <p>Installed new rack in cradle. Installed cradle in vehicle. Reprogrammed rack. Erased codes. All OK. Re aligned vehicle. All OK.</p> | |
| MAR 29 AM 11:02 | <p>Parts Return</p> <p>D/3504</p> | |

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647
2588 W. US Hwy. 90
Lake City, FL 32056-1647
(386) 785-0830



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | |
|--------------------|-----------|
| 8/08/12 | 6044144/1 |
| 8/13/12 | Reprint |
| 18976 | 18976 |
| TANNER WARNER/3803 | |
| 3FAHP0HA3BR | |
| 8/30/11 | 8/30/11 |
| RED CANDY | |

MV8972

| | | | | | |
|---------------|------|--------|----------------|-----------|--|
| LAKE CITY, FL | | | | | |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT | | | | | | | | | | | | | | | | | | | | |
|--|---|-------|-----|-------|-----|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|-----|-----------------------|-----|-----------|-----|-----------|-----|
| <p>#1 - MR 09FOZ: DRIVEABILITY C/S CLICKING NOISE WHEN HITTING BUMPS AND BRAKES SOUNDS LIKE SOMETHING IS LOOSE Caused by NPF Work performed by Martin Hatcher (727)</p> <p>***** * THANK YOU FOR CHOOSING ROUNTREE MOORE * * FORD-LINCOLN AND NOW *****KIA***** *****</p> <p style="text-align: right; font-size: 1.5em;"><i>Front End Noise</i></p> | | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> <p>DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.</p> | <table border="1"> <tr><td>LABOR</td><td>.00</td></tr> <tr><td>PARTS</td><td>.00</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>SUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td>.00</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>.00</td></tr> <tr><td>TOTAL DUE</td><td>.00</td></tr> </table> | LABOR | .00 | PARTS | .00 | DEDUCTIBLE | .00 | SUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | .00 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | .00 |
| LABOR | .00 | | | | | | | | | | | | | | | | | | | | |
| PARTS | .00 | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | |
| SUBLET | .00 | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | .00 | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | .00 | | | | | | | | | | | | | | | | | | | | |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS | | | | | | | | | | | | | | | | | | | | | |
| X | | | | | | | | | | | | | | | | | | | | | |

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647
2588 W. US Hwy 90
Lake City, FL 32056-1647
(386) 755-0830



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| R/O Open Date | R/O Number |
|---------------------|-----------------------------|
| 8/17/12 | 6044537/1 |
| Time Received | Time in Shop |
| 12:22 | 8/17/12 17:00 |
| Current Mileage | Estimate Out |
| 19385 | 19409 |
| Estimate of Repairs | Service Advisor / Key Tag # |
| | TANNER WARNER/3412 |

MV8972

| | | | |
|--|------|-------------------------------|--------------|
| Work Phone | | Vehicle Identification Number | |
| LAKE CITY, FL | | 3EAHP0HA3BR | |
| Home Phone | | Delivery Date | Service Date |
| | | 8/30/11 | 8/30/11 |
| Year | Make | Model | Color |
| 2011 | FORD | FUSION | RED CANDY |
| 25201 ZURICH SERVICE CONTRACT 76373 OF 8/30/17 Ded 100 | | | |

| Job Number | Description of Work | Code |
|------------|---|---------------------------------|
| 1. | STEERING/SUSPENSION C/S WHEN TURNING ACTS LIKE ITS HANGING UP <i>order electric rack pinion</i> | 93FOZ WARR-Ford WARR-Ford |

| Job Number | Description of Work | Code |
|------------|--|--------------------------------------|
| 2. | TRANSMISSION CONCERN CUSTOMER STATES C/S REVS HIGH ACTS LIKE IT DOSNT WANT TO SHIFT | 77FOZCLING WARR-Ford WARR-Ford |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 3. | | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 4. | | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 5. | | |

I hereby authorize the repair work (as described set forth) to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you under your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. **LIMITED WARRANTY:** The only warranty applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and further disclaims not to be responsible for any person's use of any tool or equipment with the sale of products or services sold under the terms of this estimate. Seller does not guarantee the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. **Hazardous Waste Miscellaneous Supplies:** There may be a charge that represents costs and/or profit to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses. **** This charge represents costs and profit to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. **** State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718), and a \$1.00 fee to be collected for each new or remanufactured battery sold in the state (s.403.718). A service fee of \$4.00 per day may be applied to vehicles which are not claimed within 3 working days of notification of completion. All parts and labor are guaranteed for 12 months/12,000 mile warranty (whichever comes first) unless otherwise stated.

Customer's Signature: _____
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER
BASIS FOR CHARGE: ☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH
REPAIR PARTS: ☐ YES ☐ NO
APPOINTMENT: ☐ YES ☐ NO
IF THE CHARGE FOR PREPARING AN ESTIMATE CANNOT BE PREDETERMINED THE CHARGE WILL BE BASED ON:
☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:
I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.

☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: _____ DATE: _____

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK:

| | |
|--|-----------------------------------|
| NAME: _____ | PHONE: _____ |
| ORIGINAL ESTIMATE (PARTS & LABOR) \$ _____ | ADDITIONAL REPAIRS OK'D BY: _____ |
| AUTHORIZED ADD'L REPAIRS \$ _____ | DATE: _____ TIME: _____ |
| TOTAL \$ _____ | |

(C) 2005 General Motors - Dealership Application Group (DAG) 045-152

| TIME RECORDING | TECH | TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION | PARTS | TECH. NO. / PARTS / NEED ATTENTION |
|--------------------|------|---|-------|------------------------------------|
| ON 10-10-12 11:37 | 0011 | Complaint | | |
| OFF 10-10-12 12:00 | 0011 | Fast drove vehicle and verified intermediate loss of power steering. Ordered rack & pinion. | | |
| ON | | Caution | | |
| OFF 7:27 | | Ordered em. cradle and installed new rack. | | |
| ON | | Realigned front end. All OK. | | |
| OFF | | | | |
| ON | | Complaint | | |
| OFF | | Cause | | |
| ON 10-10-12 12:00 | | Correction | | |
| OFF | | | | |
| ON | | | | |
| OFF | | | | |
| ON | | Complaint | | |
| OFF | | Cause | | |
| ON | | Correction | | |
| OFF 10-10-12 12:00 | | Check from top | | |
| ON 10-10-12 12:00 | | Test EEC Power | | |
| OFF 10-10-12 12:00 | | Check from | | |
| ON 10-10-12 12:00 | | Road test Monitor Pids | | |
| OFF 10-10-12 12:00 | | Reprogram Temp/char K.A.M. | | |
| ON 10-10-12 12:00 | | Road test Parts | | |
| OFF 10-10-12 12:00 | | | | |

| INSPECTION | NEEDS ATTN. | OK | ESTIMATE JOB 1 | Parts Return |
|--|--------------------------|--------------------------|---|--------------|
| 1. BLADES | <input type="checkbox"/> | <input type="checkbox"/> | 120650 | |
| 2. AIR FILTER | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. PLUG IGNITION WIRES | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 4. SPARK PLUGS | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 5. FUEL FILTER | <input type="checkbox"/> | <input type="checkbox"/> | ESTIMATE JOB 2 | |
| 6. BRAKES | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 7. E BRAKE | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 8. SEAT BELT ALL | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 9. COOLING SYSTEM | <input type="checkbox"/> | <input type="checkbox"/> | ESTIMATE JOB 3 | |
| 10. EXHAUST | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 11. SHOCKS STRUTS | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 12. CHECK BATTERY | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 13. CV BOOTS | <input type="checkbox"/> | <input type="checkbox"/> | Shop Supplies and Waste Disposal This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or disposal (\$59.90) | |
| 14. STOP/TAILOUT/ LIGHT BULBS WIPERS | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 15. TIRES | <input type="checkbox"/> | <input type="checkbox"/> | | |
| ROAD TEST | | | | |
| YES <input type="checkbox"/> NO <input type="checkbox"/> | | | | |

11 Days 8/17-8/28

Page 1 of 1

ENTERPRISE LEASING COMPANY (A FLORIDA CORPORATION), 329 NW GWEN LAKE AVE, LAKE CITY, FL 32053711 (386) 755-4005

RENTAL AGREEMENT 352196 REP# 304737

RENTER

DATE & TIME OUT
08/17/2012 04:00 PM
DATE & TIME IN
08/28/2012 04:01 PM

BILLING CYCLE
24-HOUR

VEH #2 2011 CHEV IMPA 1LT
VIN# 2G1WG5EK0B1
LIC#
MILES DRIVEN 37

VEH #1 2011 CHEV MALI 2LT4
VIN# 1G1ZD5EU3B
LIC#
MILES DRIVEN 516

BILL TO ACCOUNT
ROUNTREE-MOORE FORD
ATTN: TANNER
P O BOX 1647
LAKE CITY, FL 32056

CLAIM INFO
7004747
TYPE CAR: FUSION
SHOP: ROUNTREE-MOORE FORD
PHONE: (386) 755-0630

SUMMARY OF CHARGES

| Charge Description | Date | Quantity | Per | Rate | Total |
|--------------------|---------------|----------|-----|-----------|----------|
| TIME & DISTANCE | 08/17 - 08/28 | 11 | DAY | \$22.72 * | \$249.92 |
| REFUELING CHARGE | 08/17 - 08/28 | | | | \$0.00 |
| Subtotal: | | | | | \$249.92 |

| Taxes & Surcharges | | | | | |
|-----------------------------|---------------|----|-----|--------|----------|
| SALES TAX | 08/17 - 08/28 | | | 7% | \$17.99 |
| TIRE AND BATTERY FEE | 08/17 - 08/28 | 11 | DAY | \$0.02 | \$0.22 |
| VLF REC-VEHICLE LICENSE FEE | 08/17 - 08/28 | 11 | DAY | \$0.62 | \$6.82 |
| Total Charges: | | | | | \$275.00 |

| Bill-To / Deposits | | | | | |
|-----------------------------|---------------|----|---------|----|------------|
| ROUNTREE-MOORE FORD | | | | | |
| TIME & DISTANCE | 08/17 - 08/28 | 11 | DAY | | |
| REFUELING CHARGE | 08/17 - 08/28 | | | | |
| SALES TAX | 08/17 - 08/28 | 1 | PERCENT | 7% | |
| TIRE AND BATTERY FEE | 08/17 - 08/28 | 11 | DAY | | |
| VLF REC-VEHICLE LICENSE FEE | 08/17 - 08/28 | 11 | DAY | | |
| Subtotal: | | | | | (\$275.00) |

Total Amount Due \$0.00

PAYMENT INFORMATION

AMOUNT PAID TYPE

CREDIT CARD NUMBER

* The "Rate" has been calculated to exclude taxes and/or surcharges which are included in the rate, resulting in a rounded "Rate". The "Total" is correct, however "Rate" multiplied by "Quantity" may not equal "Total".

8/29/2012

PE14-030 000546LC

TSB 12-6-12

Page 1 of 1

| | |
|---------------------------------|--|
| Printable View (88 KB) | |
| TSB 12-6-12 | • 6F35 TRANSMISSION - INTERMITTENT HARSH 1-2 OR HARSH 6-5 SHIFT, LATE 4-5 (2.M.) OR 4-5 SHIFT FLARE COLD - NO DIAGNOSTIC TROUBLE CODES - BUILT ON OR BEFORE 8/8/2012 |
| Publication Date: June 26, 2012 | |

FORD: 2011-2012 Fusion, Escape
 MERCURY: 2011 Milan, Mariner

The article supersedes TSB 12-4-7 to add a production fix date.

ISSUE:

Some 2011-2012 Escape, Fusion, 2011 Mariner and Milan vehicles built on or before 8/8/2012 and equipped with 6F35 transmission may exhibit an intermittent harsh 1-2 shift or harsh 6-5 shift regardless of temperature or soak time. Additionally, 4-5 shift flare may be experienced after an extended cold soak on the first few 4-5 shifts of the day. 2.6L equipped vehicles with late 4-5 shift events and/or high RPMs being experienced may also benefit from this calibration update.

ACTION:

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Reprogram the powertrain control module (PCM) to the latest calibration using Integrated Diagnostic System (IDS) release 78.02A and higher. This new calibration is not included in the VCM 2012.3 DVD. Calibration file may also be obtained at www.fordmotors.com.
2. Verify that the transmission fluid level is at the top of the operating range if vehicle is not used for recreational flat towing behind a motorhome at a transmission fluid temperature of 85 °C (185 °F).

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

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

IMPORTANT: Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

| OPERATION | DESCRIPTION | TIME |
|-----------|---|--------|
| 120012A | 2011-2012 Escape And Fusion, 2011 Mariner And Milan: Reprogram The PCM, Check And Correct The Transmission Fluid Level (Do Not Use With Any Other Labor Operations) | 0.4 hr |

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| REC4L | 04 |

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs those individuals of conditions that may occur on some vehicles, or prevent interruption of service until proper vehicle service. The procedures should not be performed by "do-it-yourselfers". We warrant that a condition described affects your car or truck. Contact a Ford or Lincoln distributor to determine whether the Bulletin applies to your vehicle. Warranty Policy and Limited Service Plan determination determine warranty and/or extended service plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

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WORK ORDER ID

Customer Number

Time Printed

8/27/12 4:49 PM

Ford : Fusion : 2010-12 : Front Wheel Drive

Front : Left

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| 0.0° | | -0.8° 0.7° |
| | | 2.6° 4.8° |
| 0.09° | | 0.00° 0.20° |
| | | |
| | | |

Camber

Caster

Toe

SAI

Included Angle
Turning Angle Diff.

Front : Right

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -0.4° | | -0.8° 0.7° |
| | | 3.3° 5.3° |
| 0.13° | | 0.00° 0.20° |
| | | |
| | | |

Front

Cross Camber
Cross Caster
Cross SAI
Total Toe
Cross Turn Diff.

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| 0.3° | | -1.0° 1.0° |
| | | -1.5° 0.5° |
| 0.22° | | 0.00° 0.40° |
| | | |

Rear : Left

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -0.8° | | -2.0° -0.6° |
| 0.20° | | 0.00° 0.24° |

Camber

Toe

Rear : Right

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| -1.5° | | -2.0° -0.6° |
| 0.06° | | 0.00° 0.24° |

Rear

Cross Camber
Total Toe
Thrust Angle

| Actual | Before | Specified Range |
|--------|--------|-----------------|
| 0.7° | | |
| 0.26° | | 0.04° 0.44° |
| 0.07° | | -0.50° 0.50° |

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647
2505 W US Hwy 90
Lake City FL 32056-1647
(386) 754-0830



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| Service Date | Service Number |
|---------------------------|----------------|
| 9/25/12 | 6045942/1 |
| Service Time | Time Received |
| 8:02 | 9/25 17:00 |
| Service Order # | Days Out |
| 19429 | |
| Service Advisor: Lee Tamm | |
| TANNER WARNER/3589 | |

MY8972

| | | | | | |
|--|------|--------|----------------|-------------------------------|-------------------|
| [REDACTED] | | | Vehicle Name | Vehicle Identification Number | |
| [REDACTED] | | | | 3FAHP0HA3BR | |
| LAKE CITY, FL | | | Home Phone | Delivery Date | Registration Date |
| [REDACTED] | | | [REDACTED] | 8/30/11 | 8/30/11 |
| Year | Make | Model | Body | Color | License Plate |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 ZURICH SERVICE CONTRACT 76373 or 8/30/17 Ded 100 | | | | | |

| Job Number | Description of Work | Code |
|------------|---|--------------------------------------|
| 1. | TRANSMISSION CONCERN CUSTOMER STATES C/S NOT CATCHING LIKE IT SHOULD HAS A HESITATION | 77FOZCLING WARR-Ford WARR-Ford |

| Job Number | Description of Work | Code |
|------------|--|--------------------|
| 2. | STEERING/SUSPENSION 4/2/12 - 8/31/12 730-21-01 013A | 03FOZ WARR-Ford |

| Job Number | Description of Work | Code |
|------------|-------------------------------------|------|
| 3. | Friday 9/28 Pickup PER SN (1071) | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 4. | 7004870 | |

| Job Number | Description of Work | Code |
|------------|---------------------|------|
| 5. | | |

I hereby authorize the repair work hereinafter set forth to be done using with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of making road tests. An express warranty is hereby acknowledged on above vehicle to secure the amount of repairs needed. LIMITED WARRANTY: The only warranty applying to the part(s) installed in accordance with this estimate are those that may be obtained by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold under the terms of this estimate. Seller does not guarantee the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Hazardous Waste Miscellaneous Supplies: There may be a charge that represents costs and/or profit to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s. 403.718), and a \$1.00 fee to be collected for each new or remanufactured battery sold in the state (s. 403.719). A storage fee of \$5.00 per day may be applied to vehicles which are not picked up within 3 working days of notification of completion. All parts and labor are guaranteed for 12 months/12,000 mile warranty (whichever comes first) unless otherwise stated.

Customer's Signature: _____
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
METHOD OF PAYMENT: ☐ CASH ☐ CHECK ☐ CREDIT CARD ☐ OTHER
BASIS FOR CHARGE: ☐ FLAT RATE ☐ HOURLY RATE ☐ BOTH
RETAIN PARTS: ☐ YES ☐ NO
APPOINTMENT: ☐ YES ☐ NO
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.
☐ USED ☐ REBUILT ☐ RECONDITIONED

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:
I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.
☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____
NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK:
NAME: _____ PHONE: _____
ORIGINAL ESTIMATE (PARTS & LABOR) \$ _____
AUTHORIZED ADD'L REPAIRS \$ _____
DATE _____ TIME _____

IF THE PARTS AND LABOR ARE AN ESTIMATE, PLEASE PRINT OR TYPE THE PARTS AND LABOR IN THE SPACE PROVIDED.
2/2 BrightFax 3864871156 >> 2012-10-10 09:02 FORDPARTS

| TIME RECORDING | TECH | TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION | PARTS |
|----------------|------|--|-------|
| ON | | Complaint PMI PSCM | |
| OFF | | Cause check PCM calibration | |
| ON | | Correction Replace both lower cyl. terms | |
| OFF | | - associated hardware per shop manual | |
| ON | | - fasteners from P5 gear per WSM | |
| OFF | | * If it says change + disc card then DO IT! | |
| ON | | Complaint | |
| OFF | | Cause tapped off transmission lft | |
| ON | | Correction grease balljoints per online WSM | |
| OFF | | Turn front rotors | |

| | | | |
|-----|----|------------|--|
| OFF | 16 | Complaint | Reserve Front Rotor VLB |
| ON | | Cause | Rotor Easing Run out |
| OFF | | Correction | Right Front Rotor cutting 25.31 |
| ON | | | Right Front After cutting 24.21 |
| OFF | | | Left Front Rotor 25.40 |
| ON | | | Left Front After 24.98 |
| OFF | | | use on car lath to resurf |
| ON | | | Per CRG, Mucall use Section 206-03- |
| OFF | | | In work Shop Manual To Padm work |
| ON | | | Re turn wheel. To Spaul. |
| OFF | | | See cth Skend #1 |

| INSPECTION | NEEDS ATTN. | OK |
|--------------------------------------|-------------------------------------|--------------------------|
| 1. BLADES | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. AIR FILTER | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. PLUG IGNITION WIRES | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. SPARK PLUGS | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. FUEL FILTER | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. BRAKES | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. E. BRAKE | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. SEAT BELT ALL | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. COOLING SYSTEM | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. STEERING | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. SHOCKS/STRUTS | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. CHECK BATTERY | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. CV BOOTS | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. STOP/TAI/TURN LIGHT BULBS/WIPERS | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. TIRES | <input type="checkbox"/> | <input type="checkbox"/> |
| ROAD TEST | | |
| YES | <input type="checkbox"/> | <input type="checkbox"/> |
| NO | <input type="checkbox"/> | <input type="checkbox"/> |

performed TSB 11-11-3 per ford rep.
 Replaced all fasteners with new
 fasteners. Inspected & test drove
 vehicle with ford rep for 1/2 day.
 No time stamped for this labor. No
 problem found with power steering.
 No sag found. Re-aligned front end.
 Checked programming for PSCM. Already
 programmed for as built.
 ESTIMATE JOB 2
 ESTIMATE JOB 3
 ESTIMATE JOB 4
 ESTIMATE JOB 5
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 ESTIMATE JOB 7
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 ESTIMATE JOB 10
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 ESTIMATE JOB 97
 ESTIMATE JOB 98
 ESTIMATE JOB 99
 ESTIMATE JOB 100

Shop Supplies and Waste Disposal
 The charge represents costs and profits to the shop and a disposal
 facility for miscellaneous shop supplies or disposal
 [s.559.904(4)]
 Tire and Battery Disposal Fee
 The State of Florida requires a \$1.00 fee to be collected for
 each new tire sold in the state and a \$.50 fee
 to be collected for each new or re-treaded tire sold
 in the state [s. 403.7185]



BBB AUTO LINE

October 10, 2012

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

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

Enclosed are:

- * the *Agreement to Arbitrate*;
- * Arbitrator Listing Sheet(s);
- * a map to the hearing site;
- * Hearing Format Outline;
- * *Notice of Hearing/Inspection*; and,
- * a Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

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

Sincerely,

Todd Eikenberry at Extension 241

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

October 10, 2012

[REDACTED]
LAKE CITY FL [REDACTED]

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3b [REDACTED]

Dear [REDACTED]:

Enclosed are:

- * The *Agreement to Arbitrate*;
- * The Arbitrator Listing Sheet(s);
- * A map to the hearing site;
- * The Hearing Format Outline;
- * The *Notice of Hearing/Inspection*; and,
- * A Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. **If there are issues/problems you would like to discuss, which are not listed on the *Agreement*, you must contact me 72 hours prior to your hearing date. Otherwise, you will only be able to discuss those issues currently listed on the *Agreement*.**

The *Notice of Hearing/Inspection* lists the date, time and location of your arbitration hearing and/or inspection. The manner in which the manufacturer's representative will participate in the hearing is indicated on the *Notice of Hearing/Inspection*.

As you prepare for your upcoming arbitration hearing, you may want to view video clips of a hearing on our website at: www.bbb.org/us/auto-line-arbitration/. The short video clips are intended to familiarize you with the process so you will know what to expect at your arbitration.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

Council of Better Business Bureaus, Inc.

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

PE14-030 000552LC

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 241

Inspection Report

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

Manufacturer: _____

Arbitrator's Name: _____ **Date of Inspection:** ____/____/____

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _____

Parties Present at Inspection: ☐ Technical Adviser ☐ Arbitrator ☐ Customer ☐ Manufacturer

Conditions or Components Inspected:

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

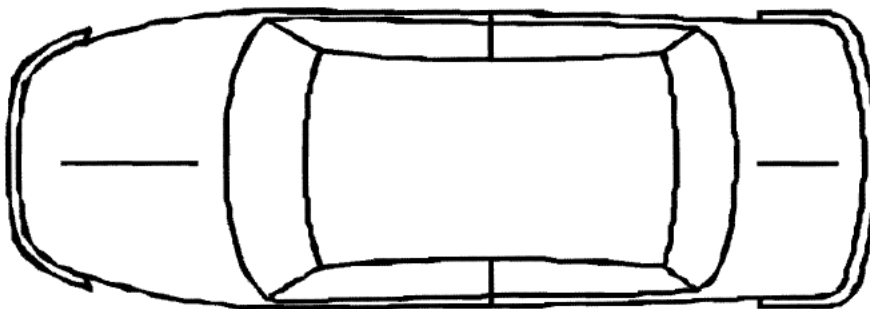
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

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

What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?



BBB AUTO LINE

Record of Arbitration Hearing (To Be Completed by Arbitrator)

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

Case No: [REDACTED] Date of Hearing: 10/22/12
Consumer and Attorney (if any): [REDACTED]
Company and Representative Name: Ford Motor Company
Arbitrator(s): _____
Hearing Location/Address: _____

1. Type of Hearing

| | | | |
|-----------|------------------------------------|----------|------------------------------------|
| Consumer: | <input type="checkbox"/> In Person | Company: | <input type="checkbox"/> In Person |
| | <input type="checkbox"/> Written | | <input type="checkbox"/> Written |
| | <input type="checkbox"/> Telephone | | <input type="checkbox"/> Telephone |

2. Consumer and Witnesses

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



3. Witnesses for Company

Name of Witness

Summary of Relevant and Material Testimony

4. Impartial technical expert or other witnesses

Name of Witness

Summary of Relevant and Material Testimony

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

Record filled out by: _____

(Signature)

(Printed Name)

(Date)



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: [REDACTED]

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Martin Cohen

Arbitrator's Occupation:

Responsibility for \$100M speciality business

Arbitrator's Biography:

Mr. Cohen has an engineering background and worked for more than 30 years in a large manufacturing/marketing corporation, retiring as Business Director. He then owned and operated a small engineering oriented home inspection business. Mr. Cohen is also certified by the Florida Supreme Court as a County Mediator. He has served as a County Mediator since 1993 and began serving BBB both as a mediator and arbitrator in 2006.

Mr. Cohen holds both a BS and MS degree from Ohio State University.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: [REDACTED]

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

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BBB AUTO LINE

NOTICE OF HEARING/INSPECTION

Date: 10/10/12

Case Number: [REDACTED]

Customer: [REDACTED]

Business: Ford Motor Company

Mfr Info: 6700 FL 3fahp0ha3br230751

Arbitrators: Mr. Martin Cohen

Hearing Date, Time, Place: 10/22/12 2:30 EST
BBB of Northeast Florida and The Southeast Atlantic
4417 Beach Blvd., Suite 202
Jacksonville, FL 322070000

Hearing Site Phone: (904) 724-8243

AUTOLINE Director Phone: (904) 724-8243 Fax : (904) 727-9542

Customer Will Participate: ☐ in person ☒ by phone ☐ in writing
Manufacturer Will Participate: ☐ in person ☒ by phone ☐ in writing

Customer Represented By: ☒ Self ☐ Attorney

INSTRUCTIONS

1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the arbitration process.

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BBB AUTO LINE

Arbitration Hearing Format

Arbitrator's Opening Statement

Parties' Presentations

- A. Presentation of consumer's testimony, evidence and witness(es)
[20 minutes]
- B. Presentation of business' testimony, evidence and witness(es)
[20 minutes]

Questioning

- A. Questions, comments and rebuttals by consumer [5 minutes]
- B. Questions, comments and rebuttals by business [5 minutes]
- C. Questions by arbitrator

Inspection

- A. Arbitrator instructs parties about inspection/test drive procedures
- B. Inspection (and test drive, if necessary)
- C. Questions or comments about inspection (and test drive) by consumer
[5 minutes]
- D. Questions or comments about inspection (and test drive) by business
[5 minutes]
- E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

Closing the Hearing

- A. Final questions, testimony or evidence by either party [10 minutes]
- B. Final questions by arbitrator
- C. Closing statement by consumer [5 minutes]
- D. Closing statement by business [5 minutes]

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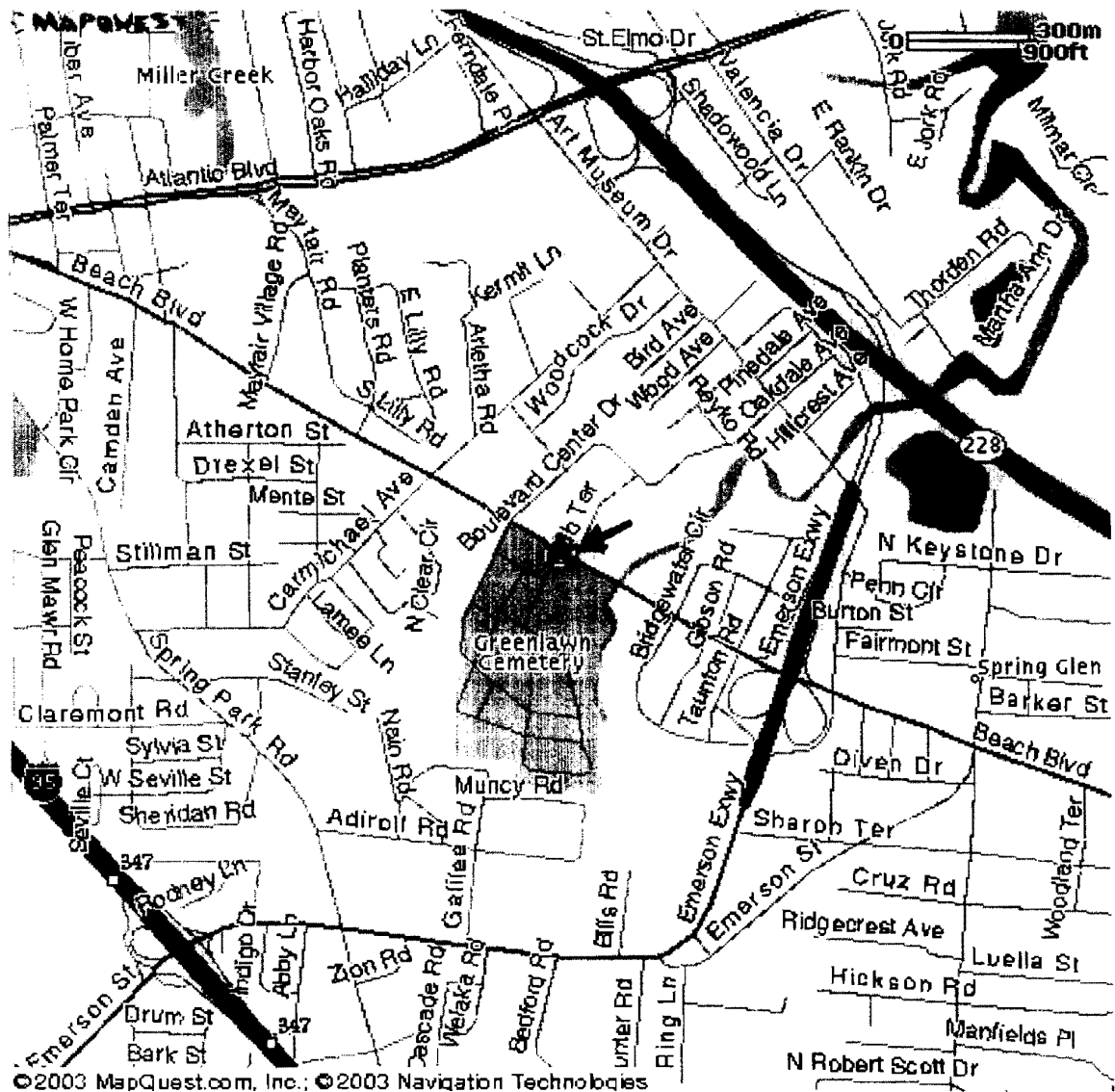
Opening Statement

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- ☐ Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- ☐ Welcome the parties and thank them for using arbitration.
- ☐ Administer the *Oaths of Participant*.
- ☐ State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- ☐ Review the hearing format, which is included in the hearing packet.
- ☐ Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- ☐ Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- ☐ Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- ☐ Explain the decision is conditionally binding, and confirm the parties understand what that means.
- ☐ Read aloud and confirm the *Agreement to Arbitrate*.
- ☐ Explain that no decision will be divulged today, but a written decision will be sent to the parties.

BBB of Northeast Florida
4417 Beach Blvd., Suite 202
Jacksonville, FL. 32207
(904)721-2339

DIRECTIONS



HSB 0403 - 03/20/03



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 10/05/2012

Case Number: [REDACTED]

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 FL 3fahp0ha3br [REDACTED]

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

Model : Ford Fusion

Year : 2011

All parties named above submit to arbitration the following:

- 1) Steering Loss
- 2) Transmission Failure

The parties have come to agreement on the following: N/A

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

Consumer : Repurchase

Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:
Purchase price: (reflects the deduction of a rebate, if applicable)

*
*
*
*
*
*

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

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

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PE14-030 000563LC

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 Monday - Thursday
 7:00 a.m. to 5:00 p.m. Friday

| | | | |
|------------|----------------------|--------------|-----------|
| Print Date | 3/29/12 | Print Number | 6038818/1 |
| Print Date | 4/02/12 | Print | Reprint |
| Print Date | 12512 | Print | 12512 |
| Print Date | WILLIAM E SANCH/1837 | Print | |
| Print Date | 3FAHPOHA3BF | Print | |
| Print Date | 8/30/11 | Print | 8/30/11 |
| Print Date | RED CANDY | Print | |

MV8972

| | | | | | |
|---------------|------|------------|----------------|-----------------|----------------|
| | | Work Phone | | Home Phone | |
| | | | | 3FAHP0HA3BF | |
| LAKE CITY, FL | | Home Phone | | In-Service Date | |
| | | | | 8/30/11 | |
| 8/30/11 | | 8/30/11 | | 8/30/11 | |
| Year | Make | Model | Body | Color | License Number |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

| DESCRIPTION OF SERVICE AND PARTS | AMOUNT |
|---|---------------------------------------|
| #1 - QL 55FOZ: CHANGE ENGINE OIL AND REPLACE OIL FILTER, EVERY 3,000 MILES OR 3 MONTHS, WHICHEVER OCCURS FIRST Work performed by NICK WAGNER(976) Kit: PK3614 Installed OIL :VAL OIL Installed 3614 :FL-6731 Sub Total: Labor: 6.75 Parts: 15.20 Total: 21.95 | 6.75 15.20 Included Included |
| #2 - MR 03FOZ: STEERING/SUSPENSION POWER STEERING LIGHT CAME ON AND AND MADE STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON Caused by TEST DROVE VEHICLE. ALL OK. SCANNED FOR DTC S. C1277, C1963, DIRECTED TO FLOW CHART. PINPOINT TEST F1. CHECK AIR IN FRONT TIRES, IS AIR CORRECT? GO TO F2. PUT VEHICLE ON HOISE, TURN TIRES FROM STEERING LOCK TO LOCK. ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING? NO. GO TO F3. REMOVE BOTH OUTER TIE RODS AND RACK BELLOWS BOOTS AND INSPECT FOR CORROSION, RUST, MOISTURE. IS ANY PRESENT? NO. INSTALL A NEW EPAS GEAR. Corrected by 12651D: (C50) (42) Work performed by Martin Hatcher(727) Corrected by 12651D45: Work performed by Martin Hatcher(727) Corrected by 3504A: Work performed by Martin Hatcher(727) | Warranty Warranty Warranty |
| TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. | |
| DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated. | |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS | |
| LABOR PARTS DEDUCTIBLE SUBLET BHOP SUPPLIES HAZARDOUS MATERIALS SALES TAX OR TAX I.D. SPECIAL ORDER DEPOSIT DISCOUNTS TOTAL DUE | |

X

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Lake City, FL 32056-1647
(386) 755-0630



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Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | | | |
|------------------------|----------------------|--------------|-----------|
| Order Date | 3/29/12 | Order Number | 6038818/2 |
| Order Date | 4/02/12 | Reprint | |
| Life to In | 12512 | Life to Out | 12512 |
| Customer Name | WILLIAM E SANCH/1837 | | |
| Vehicle Identification | 3FAHP0HA3BR | | |
| Date to Date | 8/30/11 | Date to Date | 8/30/11 |
| Color | RED CANDY | | |

MV8972

LAKE CITY, FL

2011 FORD FUSION 4DR SDN SE FWD

RED CANDY

25201

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------|---|----------|-------|------|-------|-------|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|------|-----------------------|-----|-----------|-----|-----------|-------|------------------------|-------|
| <p>Corrected by 3001A: Work performed by Martin Hatcher(727) Corrected by 3001A1: Work performed by Martin Hatcher(727) Installed AB5Z 3504 CE :GEAR ASY - STEERING ORDERED NEW GEAR. LIFTED VEHICLE ON HOIST. REMOVED ENGINE CRADLE TO ACCESS EPAS RACK AND PINION. REMOVED RACK FROM CRADLE. INSTALLED NEW RACK IN CRADLE. INSTALLED CRADLE IN VEHICLE. REPROGRAMMED RACK. ERASED CODES. REALIGNED VEHICLE. ALL OK. WPI</p> | | Qty: 1 | Warranty | | | | | | | | | | | | | | | | | | | | | | |
| <p>#3 - QL 55FOZ99P: PERFORM MULTI-POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00</p> | | | Warranty | | | | | | | | | | | | | | | | | | | | | | |
| <p>#4 * MR 18FOZ: RENTAL Work performed by 7042 : 348767 () ***** * THANK YOU FOR CHOOSING ROUNTREE MOORE * * FORD-LINCOLN AND NOW *****KIA***** *****</p> | | | Warranty | | | | | | | | | | | | | | | | | | | | | | |
| <p>Please Note: TEST DROVE AND INSPECTED FOR BRAKES ALL IS WORKING ACCORDING TO FACTORY SPECS</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employee permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</p> | | <table border="1"> <tr> <td>LABOR</td> <td>6.75</td> </tr> <tr> <td>PARTS</td> <td>15.20</td> </tr> <tr> <td>DEDUCTIBLE</td> <td>.00</td> </tr> <tr> <td>SUBLET</td> <td>.00</td> </tr> <tr> <td>SHOP SUPPLIES</td> <td>.00</td> </tr> <tr> <td>HAZARDOUS MATERIALS</td> <td>.00</td> </tr> <tr> <td>SALES TAX OR TAX I.D.</td> <td>1.54</td> </tr> <tr> <td>SPECIAL ORDER DEPOSIT</td> <td>.00</td> </tr> <tr> <td>DISCOUNTS</td> <td>.00</td> </tr> <tr> <td>TOTAL DUE</td> <td>23.49</td> </tr> <tr> <td>CREDIT/DEB (FD) 051703</td> <td>23.49</td> </tr> </table> | | LABOR | 6.75 | PARTS | 15.20 | DEDUCTIBLE | .00 | SUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | 1.54 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | 23.49 | CREDIT/DEB (FD) 051703 | 23.49 |
| LABOR | 6.75 | | | | | | | | | | | | | | | | | | | | | | | | |
| PARTS | 15.20 | | | | | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| SUBLET | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | 1.54 | | | | | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | 23.49 | | | | | | | | | | | | | | | | | | | | | | | | |
| CREDIT/DEB (FD) 051703 | 23.49 | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.</p> | | | | | | | | | | | | | | | | | | | | | | | | | |

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(386) 755-0630



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7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| Repair Order Date | Repair Order Number |
|-------------------------------|---------------------|
| 8/08/12 | 6044144/1 |
| Repair Order Date | Repair Order Number |
| 8/13/12 | Reprint |
| Machine No. | Subline No. |
| 18976 | 18976 |
| Service Order No. | Sign |
| TANNER WARNER/3803 | |
| Vehicle Identification Number | Vehicle Description |
| 3FAHP0HA3BR | |
| Repair Date | Completion Date |
| 8/30/11 | 8/30/11 |
| Color | Paint Color |
| RED CANDY | |

MV8972

LAKE CITY, FL

| Year | Make | Model | Body | Color | Paint Color |
|-------|------|--------|----------------|-----------|-------------|
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

| | | |
|---|--|--|
| #1 - MR 09FOZ: DRIVEABILITY C/S CLICKING NOISE WHEN HITTING BUMPS AND BRAKES SOUNDS LIKE SOMETHING IS LOOSE Caused by NPF Work performed by Martin Hatcher(727) ***** * THANK YOU FOR CHOOSING ROUNTREE MOORE * * FORD-LINCOLN AND NOW *****KIA***** * ***** | | |
| TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. | | LABOR .00 PARTS .00 DEDUCTIBLE .00 SUBLET .00 SHOP SUPPLIES .00 HAZARDOUS MATERIALS .00 SALES TAX OR TAX I.D. .00 SPECIAL ORDER DEPOSIT .00 DISCOUNTS .00 TOTAL DUE .00 |
| DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated. | | |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS | | |

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Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | | | | | |
|--------------------|--------------|--------|----------------|-----------|----------------|
| Printed Date | Print Number | | | | |
| 8/17/12 | 6044537/1 | | | | |
| Print Date | Invoice | | | | |
| 8/28/12 | Pre-Invoice | | | | |
| Vehicle ID | Vehicle Code | | | | |
| 19385 | 19385 | | | | |
| Customer Name | | | | | |
| TANNER WARNER/3412 | | | | | |
| Customer Address | | | | | |
| 3FAHP0HA3BR | | | | | |
| Invoice Date | Invoice Time | | | | |
| 8/30/11 | 8/30/11 | | | | |
| Year | Make | Model | Trim | Color | Invoice Number |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

MA/8072

LAKE CITY, FL

2011
25201

| DESCRIPTION OF WORK PERFORMED | | WARRANTY | | | | | | | | | | | | | | | | | | | | |
|--|-----|---|-------|-----|-------|-----|------------|-----|--------|-----|---------------|-----|---------------------|-----|-----------------------|-----|-----------------------|-----|-----------|-----|-----------|-----|
| #1 - 03FOZ: STEERING/SUSPENSION C/S WHEN TURNING ACTS LIKE ITS HANGING UP Caused by PARTS ORDERED Work performed by Martin Hatcher (727) Caused by TEST DROVE AND VERIFIED INTERMEDIATE LOSS OF POWER STEERING. ORDERED RACK N PINION. LOWERED ENG CRADLE AND INSTALLED NEW RACK. REALIGNED FRONT EN D ALL OK Work performed by Martin Hatcher (727) Installed AE52 3504 CE :GEAR ASY - STEERING Qty: 1 | | Warranty Warranty Warranty | | | | | | | | | | | | | | | | | | | | |
| #2 - 77FOZCLING: TRANSMISSION CONCERN CUSTOMER STATES C/S HIGH ACTS LIKE IT DOSNT WANT TO SHIFT Caused by CHECK TRANS OP TEST EEC P0000 CHECK OASIS ROAD TEST MONITOR. REPROGRAM PCM/CLEAR KAM ROAD TEST PER TSB Work performed by Ken Habig (594) | | Warranty | | | | | | | | | | | | | | | | | | | | |
| #3 * 18FOZ: RENTAL Work performed by 7042 : ***** * THANK YOU FOR CHOOSING ROUNTREE MOORE * * FORD-LINCOLN AND NOW *****KIA***** * ***** | | Warranty | | | | | | | | | | | | | | | | | | | | |
| Total Fees Amount | | | | | | | | | | | | | | | | | | | | | | |
| TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. | | <table border="1"> <tr><td>LABOR</td><td>.00</td></tr> <tr><td>PARTS</td><td>.00</td></tr> <tr><td>DEDUCTIBLE</td><td>.00</td></tr> <tr><td>BUBLET</td><td>.00</td></tr> <tr><td>SHOP SUPPLIES</td><td>.00</td></tr> <tr><td>HAZARDOUS MATERIALS</td><td>.00</td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td>.00</td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td>.00</td></tr> <tr><td>DISCOUNTS</td><td>.00</td></tr> <tr><td>TOTAL DUE</td><td>.00</td></tr> </table> | LABOR | .00 | PARTS | .00 | DEDUCTIBLE | .00 | BUBLET | .00 | SHOP SUPPLIES | .00 | HAZARDOUS MATERIALS | .00 | SALES TAX OR TAX I.D. | .00 | SPECIAL ORDER DEPOSIT | .00 | DISCOUNTS | .00 | TOTAL DUE | .00 |
| LABOR | .00 | | | | | | | | | | | | | | | | | | | | | |
| PARTS | .00 | | | | | | | | | | | | | | | | | | | | | |
| DEDUCTIBLE | .00 | | | | | | | | | | | | | | | | | | | | | |
| BUBLET | .00 | | | | | | | | | | | | | | | | | | | | | |
| SHOP SUPPLIES | .00 | | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | .00 | | | | | | | | | | | | | | | | | | | | | |
| SALES TAX OR TAX I.D. | .00 | | | | | | | | | | | | | | | | | | | | | |
| SPECIAL ORDER DEPOSIT | .00 | | | | | | | | | | | | | | | | | | | | | |
| DISCOUNTS | .00 | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DUE | .00 | | | | | | | | | | | | | | | | | | | | | |
| DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated. | | | | | | | | | | | | | | | | | | | | | | |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS | | | | | | | | | | | | | | | | | | | | | | |

X

ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647
2588 W. US Hwy. 90
Lake City, FL 32066-1647
(386) 755-0630



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | |
|--------------------|--------------|
| Printed On | Printed At |
| 9/25/12 | 6045942/1 |
| Printed By | Station |
| 9/26/12 | Pre-Invoice |
| Printed For | Customer |
| 19429 | 19429 |
| Printed From | |
| TANNER WARNER/3589 | |
| Printed To | |
| 3FAHPOHA3BR | |
| Printed Date | Printed Time |
| 8/30/11 | 8/30/11 |
| Printed By | Printed For |
| RED CANDY | |

MV8972

| | | | | | |
|---------------|------|--------|----------------|-----------|--|
| LAKE CITY, FL | | | | | |
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

| | | |
|---|--|--|
| #1 - 77FOZCLING: TRANSMISSION CONCERN CUSTOMER STATES C/S NOT CATCHING LIKE IT SHOULD HAS A HESITATION Caused by PERFORMED TSB 11-11-3 PER FORD REP. REPLACED ALL FASTNERS, INSPECTED AND TEST DROVE VEHICLE WITH FO RD REP FOR HALF DAY. NO PROBLEM FOUND WITH POWER S TEERING.NO DCT FOUND.RE ALIGNED FRONT END.CHECKED Work performed by Martin Hatcher (727) Installed BE5Z 3078 B :ARM ASY - FRONT SUSPENSION Qty: 1 Installed BE5Z 3079 A :ARM ASY - FRONT SUSPENSION Qty: 1 Installed W500752 S439 :BOLT W Qty: 2 Installed 99958 1222 :WASHER - FLAT 999 Qty: 2 Installed W302123 S300 :NUT W Qty: 4 Installed W520416 S441 :NUT W Qty: 2 Installed W302281 S300 :WASHER W Qty: 2 Installed W302120 S300 :BOLT W Qty: 4 Installed W302420 S300 :PIN W Qty: 2 PROGRAMMING FOR PSCM ALREADY PROGRAMMED FOR AS BUILT NO PROGRAMMING NECESSARY. | | Warranty Warranty Warranty Warranty Warranty Warranty Warranty Warranty Warranty Warranty |
| #2 - 03FOZ: STEERING/SUSPENSION Caused by RESERFACED FORNT ROTOR. RF BEFORE CUTTING 25.31 RF AFTER CUTTING 24.81. LF BEFORE CUTTING 25.40 LF AFTER CUTTING 24.98. USE ON CAR LATH TO RESURFA CE. PER MANUALL USE SEC 206-03-3 IN WORK SHOP Work performed by Gary Curtis (161) MANUAL TO PERFORM WORK. RETORK WHEEL TP SPEED TSB 11-11-3 | | Warranty |
| <small>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.</small> | | LABOR |
| <small>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.</small> | | PARTS |
| NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS | | DEDUCTIBLE |
| X | | SUBLET |
| | | SHOP SUPPLIES |
| | | HAZARDOUS MATERIALS |
| | | SALES TAX OR TAX I.D. |
| | | SPECIAL ORDER DEPOSIT |
| | | DISCOUNTS |
| | | TOTAL DUE |

P.O. Box 1647
2588 W. US Hwy. 90
Lake City, FL 32050-1647
(386) 755-0630



SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Thursday
7:00 a.m. to 5:00 p.m. Friday

| | |
|--------------------|-------------|
| 12/24/2011 | 12/24/2011 |
| 9/25/12 | 6045942/2 |
| 9/28/12 | Pre-Invoice |
| 19429 | 19429 |
| TANNER WARNER/3589 | |
| 3FAHPOHA3BR | |
| 8/30/11 | 8/30/11 |
| RED CANDY | |

MV8972

LAKE CITY, FL

| Year | Make | Model | Engine | Color | Price |
|-------|------|--------|----------------|-----------|-------|
| 2011 | FORD | FUSION | 4DR SDN SE FWD | RED CANDY | |
| 25201 | | | | | |

* ANK YOU FOR CHOOSING ROUNTREE MOORE
* FORD-LINCOLN AND NOW *****KIA*****

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

| | | |
|-----------------------|--|-----|
| LABOR | | .00 |
| PARTS | | .00 |
| DEDUCTIBLE | | .00 |
| SUBLET | | .00 |
| SHOP SUPPLIES | | .00 |
| HAZARDOUS MATERIALS | | .00 |
| SALES TAX OR TAX I.D. | | .00 |
| SPECIAL ORDER DEPOSIT | | .00 |
| DISCOUNTS | | .00 |
| TOTAL DUE | | .00 |

NO RETURN ON ELECTRICAL OR SAFETY FILMS OR SPECIAL ORDERS

X

© 2009 DEALERTRACK SYSTEMS, Inc. Distributing Application Order #000466-1036

PE14-030 000569LC

FLORIDA VEHICLE REGISTRATIONS

PLATE [REDACTED] DECAL [REDACTED] Expires **Midnight Thu 2/14/2013**

| | | | | | | | | | |
|-------------|-----------------------|--------------|-----------|-------|------------|----------------|-------|---------------|----|
| YR/MK | 2011/FORD | BODY | 4D | COLOR | RED | Reg. Tax | 54.65 | Class Code | 1 |
| VIN | 3FAHP0HA3BF[REDACTED] | | | TITLE | [REDACTED] | Init. Reg. | | Tax Months | 12 |
| Plate Type | RGS | NET WT | 3290 | | | County Fee | 3.00 | Back Tax Mos | |
| | | | | | | Mail Fee | | Credit Class | |
| DL/FEID | [REDACTED] | | | | | Sales Tax | | Credit Months | |
| Date Issued | 2/8/2012 | Plate Issued | 9/15/2004 | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 57.65 | | |

[REDACTED]
LAKE CITY, FL [REDACTED]

RGS - SUNSHINE STATE

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

From: TA:10.100.0.2:65232,3867520192

Page: 4/8

Date: 9/12/2012 7:52:15 PM

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

| | | |
|--|--|--|
| Buyer Name and Address (Include City and State) LOMA CITY, TX | Co-Buyer Name and Address (Including County and Zip Code) LOMA CITY, TX | Seller-Creditor (Name and Address) MOORETREE-MOORE FORD LLP P.O. Box 1647 LOMA CITY, TX 75865-1647 |
| Buyer's Birth Month: Jan | Co-Buyer's Birth Month: _____ | |

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 Seller - Creditor (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 at the Base Rate of _____ % per year. The Truth-in-Lending Disclosures below are part of this contract.

| New/Used/Demo | Year | Make and Model | Weight (lbs.) | Vehicle Identification Number | Primary Use For Which Purchased |
|---------------|------|----------------|---------------|-------------------------------|---|
| NEW | 2011 | FORD FUSION | 3,230 | 3FANP0HA3BR | <input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|---|---|---|
| RATE The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | Total of Payments The amount you will have paid after you have made all payments as scheduled. | Total Debt The total cost of credit, including your down payment of _____. |
| 4.94 % | \$ 4,334.69 | \$ 25,483.31 | \$ 30,738.00 | \$ 32,430.14 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|-----------------------------|
| 75 | 409.84 | Monthly beginning: 09/29/11 |

Or As Follows:

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 each installment.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

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, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 385.79 sales tax) **\$ 25,811.74** (1)

Insurance. 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 unless the box indicating Vendor's Single Interest Insurance is checked below. Your choice of insurance provider will not affect our decision to sell you the vehicle or extend credit to you.

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

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

Term _____

☐ Credit Disability (Buyer Only)

Term _____

Premium:

Credit Life \$ **N/A**

Credit Disability \$ **N/A**

Insurance Company Name _____

Home/Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance 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. If you choose this insurance, the cost is shown in Item 4A of the Itemization

**BBB AUTO LINE
Customer Claim Form****Case number:** FRD1228711
Contact Date: 09/18/12
Start Date: 09/19/12

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

SECTION 1: CUSTOMER INFORMATION

| | | | |
|-----------------------------|----------------------------|------------------------|--|
| Titled owner: [REDACTED] | | | |
| Mailing address: [REDACTED] | | | |
| City: Lake City | State: FL | Zip code: [REDACTED] | |
| Day phone: [REDACTED] | Evening phone: [REDACTED] | Cell phone: [REDACTED] | |
| Fax: [REDACTED] | E-mail address: [REDACTED] | | |

SECTION 2: VEHICLE INFORMATION

| | | | |
|--|---------------|--|------------------------|
| Make: Ford | Model: Fusion | Year: 2011 | Current mileage: 19385 |
| Name(s) that appears on the vehicle title: [REDACTED] | | | |
| Selling dealer/city/state: , , FL | | | |
| Primary Servicing dealer/city/state: ROUNTREE MOORE INC, | | | |
| Acquired as: <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased | | Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | |
| Purchase/lease date: 08/02/011 | | Mileage at purchase/lease: | |
| First repair attempt date: 03/08/12 | | First repair attempt mileage: 12512 | |
| How often is the vehicle used for business purposes (percentage): 0 % | | Number of vehicles owned or leased by the business: Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual | |
| Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | Date of accident: | |
| Description of damage: | | | |

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

| |
|--------------------|
| Refund Replacement |
|--------------------|

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

| | |
|--|----------------------------------|
| VEHICLE IDENTIFICATION NUMBER 3FAHPOHA3BR230751 | |
| Lienholder/Leasing Company Fifth Third Bank | Phone Number 800-972-3030 |
| Account Number [REDACTED] | |

Case Number: [REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

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

Total days out of service for all problems: 15Signature of Titled Owner(s) [REDACTED] Date 9-27-12

Printed Name of Titled Owner(s) [REDACTED]

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

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

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

Page 2

INSTRUCTIONS TO THE CUSTOMER

Step 1

Read the enclosed **Program Summary** and the other information regarding the BBB AUTO LINE process.

Step 2

Review and sign the **Customer Claim Form (CCF)**. Make sure all information on the form is accurate. If any information is missing or incorrect, please write the corrections or additions directly on the form using black ball point ink.

Please complete a section of the enclosed grids for each problem. If you fail to list problems now, they may not be able to be added later in the program. We can not accept forms which state "please see attached repair orders." You must take the time to complete the form and grid. Please attach additional sheets if the grid does not provide enough space.

Please make sure the VIN (vehicle identification number) is noted and correct. Make corrections to the VIN right on this form.

The **CCF** must be signed by all titled owners of the vehicle.

Step 3

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

Sales Agreement/ Purchase Invoice containing the cash purchase price, sales tax and other miscellaneous expenses associated with your purchase; or,

Lease Agreement (obtain requested information from the lessor);

Current Vehicle Registration; and,

Work Orders including proof of payment if you are seeking reimbursement.

Step 4

Paper clip (do not staple) your copy of the documents listed above in Step 3 to the signed **CCF**. Since all written communication from BBB AUTO LINE customers is scanned into a computer, we do not keep paper files of your original claim. You may wish to make a complete set of copies for your file before mailing. Do not send originals. We are not able to return any documents to you.

Step 5

Do not fold your documents. Place all your documentation in a suitable size envelope and mail to the address provided on the **CCF**. You should return this information to us no later than seven days after your receipt of our customer packet.

We are here to help you. Please call us at 800.955.5100 if you have questions or if we may be of assistance.

Council of Better Business Bureaus, Inc.

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

Completing your BBB AUTO LINE Claim . . .

It's as easy as 1, 2, 3

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

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

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

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

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

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

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

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



BBB AUTO LINE

September 19, 2012

Re: FCLF1 [REDACTED] : [REDACTED] vs Ford Motor Corporation
3fahpoha3br [REDACTED]

[REDACTED]
LAKE CITY FL [REDACTED]

Dear [REDACTED]:

The BBB AUTO LINE program works with consumers and the Ford Motor Company to resolve warranty concerns.

This letter is to acknowledge your contact in reference to your automotive complaint and includes instructions and forms for filing with the BBB AUTO LINE program.

Please review the information outlined below and follow the instructions carefully:

Step 1: Read the enclosed brochure *How BBB AUTO LINE Works* and the *Program Summary*. These will explain the following:

- * How to use our program
- * The steps for you to follow to enable us to process your dispute
- * What claims are eligible and the remedies available through the program
- * What information will be considered in evaluating your claim
- * The time period in which your case will be handled

Step 2: Review the enclosed *Customer Claim Form (CCF)*. Please complete the packet including the grid to give details about each vehicle problem on which your claim is based. This form must be signed by all titled owners of the vehicle.

Step 3: Please provide one clear copy of the following documents, preferably on standard size paper:

- * Sales or lease agreement containing the vehicle purchase price, sales tax, and other expenses associated with the purchase or lease; financing agreement, if any.
- * Current vehicle registration
- * All repair orders and work orders for repairs to the vehicle. Please include proof of payment if you are seeking reimbursement.

Step 4: Attach one copy of the documents listed in Step 3 to the signed *Customer Claim Form (CCF)*. Please use a paperclip rather than stapling the documents. DO NOT SEND originals.

Council of Better Business Bureaus, Inc.

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

PE14-030 000576LC

Step 5: Please fax your completed packet to 703-247-9700 or mail to:

BBB AUTO LINE,
3033 Wilson Boulevard, Suite 600
Arlington, VA 22201.

If possible, please use a large size envelope so you do not have to fold documents.

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

Please note that the Florida lemon law also provides for arbitration through a state-run arbitration board, and sets specific time limits for filing a claim. To obtain further information about eligibility for the state-run program, please contact the Florida Office of the Attorney General at 1.800.321.5366 (850.414.3500 if outside Florida). If we fail to render a decision within 40 days, or if you are not satisfied with the results of BBB AUTO LINE arbitration, you may, if your case is eligible, pursue your claim through the state arbitration program.

Sincerely,

Todd Eikenberry at Extension 241



BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: [REDACTED]
Customer Name: [REDACTED]
VIN: 3fahpoha3br [REDACTED]

Start Date: 09/19/12
State: FL
Probable Hearing Location: Jacksonville

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

SETTLEMENT INFORMATION

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

Has this offer been communicated to the customer? ☐ YES ☐ NO

If you checked YES, please indicate the customer's response below:

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

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

ARBITRATION INFORMATION

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

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

Please indicate the decision you request the arbitrator to render:

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

I will participate ☐ By phone ☐ In person ☐ In writing

Return this form as soon as possible

To: Completed by: _____ Date: ____/____/____

BBB AUTO LINE Future contact: _____

Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

September 19, 2012

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

Re: [REDACTED] Ford Motor Corporation 3fahpoha3br [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 241

**BBB AUTO LINE
Customer Claim Form**

Case number: [REDACTED]
Contact Date: 09/18/12
Start Date: 09/19/12

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

SECTION 1: CUSTOMER INFORMATION

| | | |
|-----------------------------|-----------------------------|------------------------|
| Titled owner: [REDACTED] | | |
| Mailing address: [REDACTED] | | |
| City: Lake City | State: FL | Zip code: [REDACTED] |
| Day phone: [REDACTED] | Evening phone: ([REDACTED]) | Cell phone: [REDACTED] |
| Fax: [REDACTED] | E-mail address: [REDACTED] | |

SECTION 2: VEHICLE INFORMATION

| | | | |
|---|---------------|---|------------------------|
| Make: Ford | Model: Fusion | Year: 2011 | Current mileage: 19385 |
| Name(s) that appears on the vehicle title: [REDACTED] | | | |
| Selling dealer/city/state: , , FL | | | |
| Primary Servicing dealer/city/state: ROUNTREE MOORE INC, | | | |
| Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased | | Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | |
| Purchase/lease date: 08/02/011 | | Mileage at purchase/lease: | |
| First repair attempt date: 03/08/12 | | First repair attempt mileage: 12512 | |
| How often is the vehicle used for business purposes (percentage): 0 % | | Number of vehicles owned or leased by the business: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual | |
| Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | | Date of accident: |
| Description of damage: | | | |

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

Refund Replacement

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

VEHICLE IDENTIFICATION NUMBER 3FAHPOHA3BR [REDACTED]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)Case Number: [REDACTED]

| Problem | Servicing dealer(s) | # of repair attempts | List the date, mileage, and days out of service for each repair attempt | Does the problem exist now? |
|-------------------------|---------------------|----------------------|---|-----------------------------|
| Example: | | | | |
| A/C won't cool properly | Any Dealer, Inc. | 2 | 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day | yes |
| Steering Loss | | 3 | | yes |
| Transmission Failure | | 1 | | yes |
| | | | | |
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Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

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

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

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

Page 2

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact Date: 09/18/12
Start Date: 09/19/12

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

SECTION 1: CUSTOMER INFORMATION

| | | |
|-----------------------------|------------------------------|------------------------|
| Titled owner: [REDACTED] | | |
| Mailing address: [REDACTED] | | |
| City: Lake City | State: FL | Zip code: [REDACTED] |
| Day phone: [REDACTED] | Evening phone: [REDACTED] | Cell phone: [REDACTED] |
| Fax: [REDACTED] | E-mail address: [REDACTED]@t | |

SECTION 2: VEHICLE INFORMATION

| | | | |
|---|---------------|---|------------------------|
| Make: Ford | Model: Fusion | Year: 2011 | Current mileage: 19385 |
| Name(s) that appears on the vehicle title: [REDACTED] | | | |
| Selling dealer/city/state: , , FL | | | |
| Primary Servicing dealer/city/state: ROUNDTREE MOORE INC, | | | |
| Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased | | Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | |
| Purchase/lease date: 08/02/011 | | Mileage at purchase/lease: | |
| First repair attempt date: 03/08/12 | | First repair attempt mileage: 12512 | |
| How often is the vehicle used for business purposes (percentage): 0 % | | Number of vehicles owned or leased by the business: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual | |
| Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | Date of accident: | |
| Description of damage: | | | |

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

Refund Replacement

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

VEHICLE IDENTIFICATION NUMBER 3FAHPOHA3BR[REDACTED]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)Case Number: [REDACTED]

| Problem | Servicing dealer(s) | # of repair attempts | List the date, mileage, and days out of service for each repair attempt | Does the problem exist now? |
|-------------------------|---------------------|----------------------|---|-----------------------------|
| Example: | | | | |
| A/C won't cool properly | Any Dealer, Inc. | 2 | 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day | yes |
| Steering Loss | | 3 | | yes |
| Transmission Failure | | 1 | | yes |
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Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

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

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

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

Page 2



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Florida

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

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

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

AGE/MILEAGE REQUIREMENTS

Claims covered by the Florida lemon law must be filed with BBB AUTO LINE within 60 days after the expiration of the Lemon Law Rights Period (the period ending 24 months after the date of the vehicle's original delivery to a customer).

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

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

ELIGIBLE CLAIMS

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

ELIGIBLE VEHICLES

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

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

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

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

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

Claims involving Ford motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ A Ford Extended Service Plan for the customer's current vehicle.
- ♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle.

REPAIRS/REIMBURSEMENT FOR REPAIRS

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

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

REPURCHASE/REPLACEMENT

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

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

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

Repurchase of an Owned Vehicle

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

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
 - a. sales taxes and title charges;
 - b. manufacturer-installed or agent-installed items or service charges;
 - c. earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

"Purchase price" excludes debt from a previous transaction. "Allowance for trade-in vehicle" means the net trade-in allowance as reflected in the purchase contract if acceptable to the customer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in.

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

To the lessee:

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

To the lessor:

The *Lease Price* MINUS the *Lessee Cost*.

Lease Price means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

Replacement

Ford will provide a new vehicle from dealer inventory that is identical or *reasonably equivalent* to the vehicle to be replaced, as that vehicle existed at the time of purchase.

"Reasonably equivalent" means that the manufacturer's suggested retail price ("M.S.R.P.") of the replacement vehicle does not exceed 105% of the M.S.R.P. of the vehicle to be replaced.

Ford will also refund to the customer the following amounts when replacing a vehicle:

1. *Collateral charges.* These are reasonably incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
 - a. sales taxes and title charges;
 - b. manufacturer-installed or agent-installed items or service charges;
 - c. earned finance charges; and
2. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

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

$$\frac{\text{number of miles attributable to a customer up to the date of the arbitration hearing}}{120,000} \times \text{vehicle purchase price}$$

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

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

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

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

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

CUSTOMER RESPONSIBILITIES

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

CLAIMS THAT ARE NOT ELIGIBLE

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

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

STANDARDS OF THE FLORIDA LEMON LAW

Motor Vehicle Warranty Enforcement Act

The following is a brief explanation of most relevant provisions of the Florida lemon law. The complete text of the lemon law can be found at Florida Stat. Ann. Section 681.10 *et seq.*

To obtain a "Consumer Guide to the Florida Lemon Law," or speak with someone about the Lemon Law, consumers in Florida may call the Florida Department of Agriculture & Consumer Services's Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside Florida.

VEHICLES COVERED

The Florida lemon law covers cars and trucks that are sold in Florida to transport persons or property. This includes demonstrators, recreational vehicles (other than the living facilities), and also leased vehicles if the lessee is responsible for repairs. The Florida lemon law does not cover vehicles run only on tracks, off-road vehicles, trucks over 10,000 pounds G.V.W., motorcycles, mopeds, or the living facilities of recreational vehicles.

CONSUMERS COVERED

The lemon law covers any of the following:

1. The purchaser, other than for purposes of resale, or the lessee, of a vehicle primarily used for personal, family or household purposes;
2. Any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or
3. Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months from original delivery).

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED THE FLORIDA LEMON LAW

The lemon law covers vehicle nonconformities. A nonconformity is defined as a defect or condition that substantially impairs the use, value or safety of a vehicle. In addition, the lemon law requires repurchase/replacement only if the nonconformity causes the vehicle to not conform to the warranty.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the vehicle by persons other than the manufacturer or its authorized service agent.

LEMON LAW RIGHTS PERIOD

The Lemon Law Rights Period established by the lemon law is the period ending 24 months after the date of original delivery of the vehicle to a consumer.

MANUFACTURER'S DUTY TO REPAIR

If a motor vehicle does not conform to the warranty and the consumer first reports the problem to the manufacturer or its authorized service agent during the Lemon Law Rights Period, the manufacturer or its authorized service agent shall repair the motor vehicle, even if the repairs are made after the Lemon Law Rights Period.

FINAL REPAIR ATTEMPT

The lemon law gives the manufacturer the right to a final repair attempt after there are 3 repair attempts for the same nonconformity or after the vehicle has been out of service for 15 days or more for the repair of one or more nonconformities.

After three repair attempts:

After three attempts have been made to repair the same nonconformity, the consumer must give written notice to the manufacturer, by registered or express mail, of the need to repair the nonconformity.

After the manufacturer receives the consumer's notice by registered or express mail, the manufacturer must respond within 10 days and give the consumer the opportunity to have the vehicle repaired at a reasonably accessible repair facility within a reasonable time after the consumer's receipt of the response.

After the vehicle is delivered to that facility, the manufacturer must correct the nonconformity within 10 days.*

*For recreational vehicles, the manufacturer has 45 days (not 10) to correct the nonconformity.

The requirement for the manufacturer to be given a final repair attempt does not apply if the manufacturer does not properly respond to the consumer within 10 days of receipt of the consumer's notice, or if it does not perform the repairs within the prescribed time periods.

After 15 days out of service:

If the motor vehicle is out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 15 or more days, exclusive of down time for routine maintenance prescribed by the owner's manual,

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Florida

the consumer must give written notice to the manufacturer by registered or express mail.

After receiving the registered or express mail notice from the consumer, the manufacturer or its agent has an opportunity to inspect or repair the vehicle.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or its authorized service agent cannot conform a vehicle to its warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer must either repurchase or replace the vehicle. The consumer has a right to choose repurchase rather than replacement.

REASONABLE NUMBER OF REPAIR ATTEMPTS

It is presumed that a reasonable number of repair attempts have been made if, during the Lemon Law Rights Period, either:

1. The same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer, and the nonconformity continues to exist; or
2. The vehicle has been out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 30* or more days, exclusive of down time for routine maintenance prescribed by the owner's manual. The manufacturer must have had the opportunity for a final repair attempt as described above. The 30 and 60 day periods may be extended if repair services are not available because of war, invasion, strike, fire, flood, or natural disaster.

*For recreational vehicles, the days out of service is 60 (not 30).

Regulations define "repair attempt" as the replacement of a component, or some adjustment made, to correct a substantial defect or condition covered by the manufacturer's warranty. An examination of a reported defect or condition, without a subsequent adjustment or component replacement, may be considered a repair attempt if it is later shown that repair work was justified. Examination or repair performed by anyone other than the manufacturer or its authorized service agent is not considered a repair attempt.

Regulations define "out-of-service day" as any day, including weekends and holidays, when the vehicle is left at an authorized service agent or manufacturer's designated repair facility for an examination or repair of one or more substantial defects or conditions covered by the manufacturer's warranty. The days for each visit start on the day the vehicle is brought in to the repair facility and end on the day the work is completed. If the vehicle is left at the repair facility for routine maintenance, repair of minor defects, or repairs to defects first reported after the lemon law rights period expired, the days will not be considered as out-of-service days.

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DISPUTE RESOLUTION

The lemon law provisions requiring repurchase or replacement of a nonconforming motor vehicle do not apply to a consumer who has not first used a dispute settlement procedure if:

1. The procedure has been certified by the Division of Consumer Services as complying with 16 C.F.R. Part 703 and the lemon law and regulations; and
2. At the time of the vehicle's acquisition, the manufacturer informed the consumer in writing how and where to file a claim with the procedure.

TIME PERIOD FOR FILING CLAIMS

If a manufacturer participates in a certified dispute settlement procedure, the consumer must file a claim with the certified procedure no later than 60 days after the expiration of the Lemon Law Rights Period.

A consumer may file a claim with the Florida New Motor Vehicle Arbitration Board if:

1. The certified procedure does not render a decision within 40 days of filing;
2. The consumer is not satisfied with the certified procedure's decision or the manufacturer's compliance with the decision; or
3. The manufacturer does not participate in a certified procedure.

The claim must be filed with the Florida New Motor Vehicle Arbitration Board no later than 60 days after the expiration of the Lemon Law Rights Period or 30 days after the final action of a certified procedure, whichever date occurs later.

REMEDIES UNDER THE FLORIDA LEMON LAW

REPURCHASE OF OWNED VEHICLE

Basic Repurchase Amount

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a vehicle under the lemon law:

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;
2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
 - a. sales taxes and title charges;
 - b. manufacturer-installed or agent-installed items or service charges;
 - c. earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

“Purchase price” excludes debt from a previous transaction. “Allowance for trade-in vehicle” means the net trade-in allowance as reflected in the purchase contract if acceptable to the consumer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in. The manufacturer is responsible for providing the applicable NADA book.

The refund will be paid to the consumer and lienholder of record, if any, as their interests may appear.

Deductions from Amount Paid to Purchaser

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle’s use:

$$\begin{array}{rcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \times$$

The Office of the Attorney General interprets “miles attributable to a consumer” to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

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REPURCHASE OF LEASED VEHICLE

Basic Repurchase Amount

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a leased vehicle under the lemon law:

To the lessee:

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

To the lessor:

The *Lease Price* MINUS the *Lessee Cost*.

Lease Price means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

Deductions from Amount Paid to Lessee

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle's use:

$$\begin{array}{rcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

The Office of the Attorney General interprets "miles attributable to a consumer" to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
Updated 8/17/2010 © 2010, Council of Better Business Bureaus, Inc.

REPLACEMENT

When replacing a vehicle under the Florida lemon law, the manufacturer must provide a new vehicle that is identical or *reasonably equivalent* to the vehicle to be replaced, as that vehicle existed at the time of purchase.

“Reasonably equivalent” means that the manufacturer’s suggested retail price (“M.S.R.P.”) of the replacement vehicle does not exceed 105% of the M.S.R.P. of the vehicle to be replaced. In the case of a recreational vehicle, the retail price of the replacement vehicle will not exceed 105% of the purchase price of the recreational vehicle to be replaced.

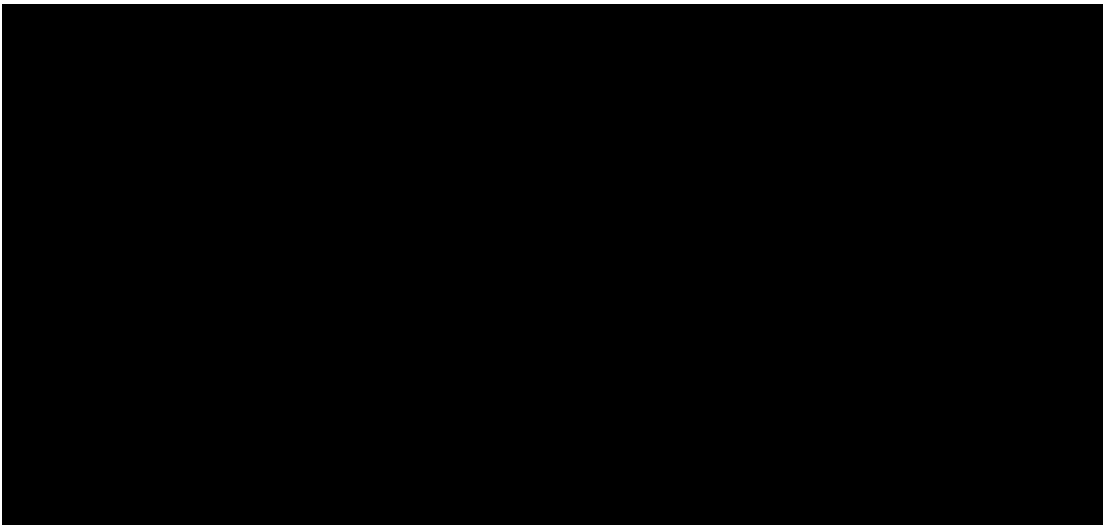
The Florida lemon law also provides that the manufacturer must refund to the consumer the following amounts when replacing a vehicle under the lemon law:

1. *Collateral charges*. These are reasonably incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
 - a. sales taxes and title charges;
 - b. manufacturer-installed or agent-installed items or service charges;
 - c. earned finance charges; and
2. *Reasonably incurred incidental charges*. These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

The consumer must pay a reasonable offset for the vehicle’s use in accordance with the following formula:

$$\begin{array}{rcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

The Office of the Attorney General interprets “miles attributable to a consumer” to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.



GA 1
LP

CONSUMER AFFAIRS
SECTION

KEITH M. MORRIS, P.C.

Attorney at Law

912-367-2636 (phone)

73 FEB 19 P2:37
(912) 367-2688 (fax)

581 E. Parker Street
Baxley, Georgia 31513

February 12, 2013

Ford Motor Company
Customer Relations Center
P.O. Box 6248
Deerborn, MI 48121

**SENT VIA CERTIFIED MAIL:
7010 1870 0000 0162 6944**

RE: Vehicle VIN: 3FAHPOHA1VR [REDACTED]
Case ID: [REDACTED]

Dear Sir or Madam:

I represent [REDACTED], Jr. in regard to the above referenced vehicle. I, on his behalf, am making a claim under the Georgia lemon law as codified in O.C.G.A. §10-1-780 et. al.. [REDACTED] has reported a defect in the vehicle. The vehicle has been taken numerous times to the local Ford dealer in Baxley, Georgia, but has not been repaired.

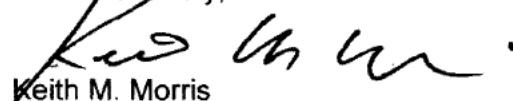
In accordance with O.C.G.A. §10-1-784 I am notifying you of the need of repair for this vehicle. My client does not know how to describe the problem except that the vehicle is not running properly.

In accordance with O.C.G.A. §10-1-784 you shall have seven (7) days to notify Mr. [REDACTED] of the repair facility he is to take the car for repair.

I ask that all correspondence with me or [REDACTED] be written so that there will be a clear record of all communications. You have my permission to contact Mr. [REDACTED] at his home address: [REDACTED] Baxley, Ga. [REDACTED]. However, make your communications written and copy me with the communication.

I thank you for your assistance in this matter and look forward to working with you in effort to resolve this matter.

Yours very truly,


Keith M. Morris

KEITH M. MORRIS, P.C.

Attorney at Law

912-367-2636 (phone)

(912) 367-2688 (fax)

581 E. Parker Street
Baxley, Georgia 31513

March 27, 2013

Kelli D. Long
Research Analyst
SENT VIA FAX ONLY: 888-410-4877

RE: [REDACTED]

Dear Kelli:

On March 20, 2013, I faxed you a letter stating that we would like a final repair attempt on [REDACTED] vehicle (please see copy of letter attached). To date, I have not received a response from you.

Please let me know something as soon as possible.

Yours very truly,


Keith M. Morris

KMM/bjm

Enclosure

KEITH M. MORRIS, P.C.

Attorney at Law

912-367-2636 (phone)

(912) 367-2688 (fax)

581 E. Parker Street
Baxley, Georgia 31513

March 20, 2013

Kelli D. Long
Research Analyst
SENT VIA FAX ONLY: 888-410-4877

RE: [REDACTED]

Dear Kelli:

We would like to have a final repair attempt (a genuine attempt to repair the problem).

Thanks,


Keith M. Morris

KMM/bjm

[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Indicator Summary](#)[Help](#) [Exit](#)

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number:

[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)Report Detail Section : [View Details](#)[Attachments](#): 0

| | | | |
|----------------------------|--|--------------------|----------------|
| Report# : | | Received: | 11/04/2011 |
| CCRG/EPRC: | | Date: | |
| Vehicle: | 2011,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA1BR | Build Date: | 08/25/2010 |
| Odometer : | 17,954 M | Engine: | 2.5L DOHC |
| Transmission: | 6SP 6F MID | Axle: | 3.066RATIO |
| Dealer: | USA 06758 Woody Folsom Ford, Inc. | A/C: | YES |
| City: | Baxley | Phone#: | (912) 367-2466 |
| Originator: | JOSEPH DUNCAN | State: | Georgia |
| Symptom: | 6 62 4 39 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INTERMITTENT | | |
| Status: | | | |
| VFG: | V87 STEERING | | |
| Additional Symptom: | LACK OF POWER ASSIST STEERING | | |
| Fix: | Causal Component : | | |
| Condition Code: | | | |
| Hotliner: | MBERELS | Phone: | 313 317-9339 |
| Engineering: | | Regn Cd: | S1 Atlanta |
| Dlr Contact: | JOSEPH DUNCAN | Phone: | 000 000-0000 |
| | | TAR: | |
| | | Title Cde: | OT |

KOE0: C1277 C200D:49-8

KOE0:

KOER:**Comments:**

REPAIR 11/04/2011 01:40PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUST STATES HAS STEERING FAULT AND LOOSES
POWER STEERING AT TIMES DIAGNOSTICS: ROAD TEST UNABLE TO VERIFY,
CUST CAME BACK WHEN FAULT WAS PRESENT HAD C1277 ON ABS AND C200D:49-8A
IN PSCM, FAULT IS INTERMITTENT PARTS REPLACED:NONE TECH
QUESTION:ANY KNOWN FOR INTERMITTENT CAUSE FOR THIS?

RECOMM 11/04/2011 01:40PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE

JOEY, THIS CONCERN IS LIKELY CAUSED BY A FAULTY EPAS GEAR. WE HAVE
SEEN PAST REPORTS OF EPAS CONCERNS, CAUSED BY WATER INTRUSION TO THE
PSCM. WITH DTC C200D SET, THIS INDICATES THAT THE PSCM IS INTERNALLY
FAULTY. BEFORE REPLACEMENT OF THE EPAS GEAR, IT IS RECOMMENDED THAT
YOU PERFORM THE EPAS INTERACTIVE DIAGNOSTICS, AND LOAD TEST ALL PSCM
POWERS AND GROUNDS, AND REPAIR/REPLACE AS NEEDED. IF FURTHER
ASSISTANCE IS NEEDED WITH THIS CONCERN, UPDATE THE FORM WITH DETAILED
RESULTS OF THE INTERACTIVE DIAGNOSTICS.

[Download Options](#)**Folder Number:**[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)**Requester:** LBINGHAM

Report Summary

Server: FCWS686**Ford Proprietary, Private**

22-Feb-2013

Retention: None

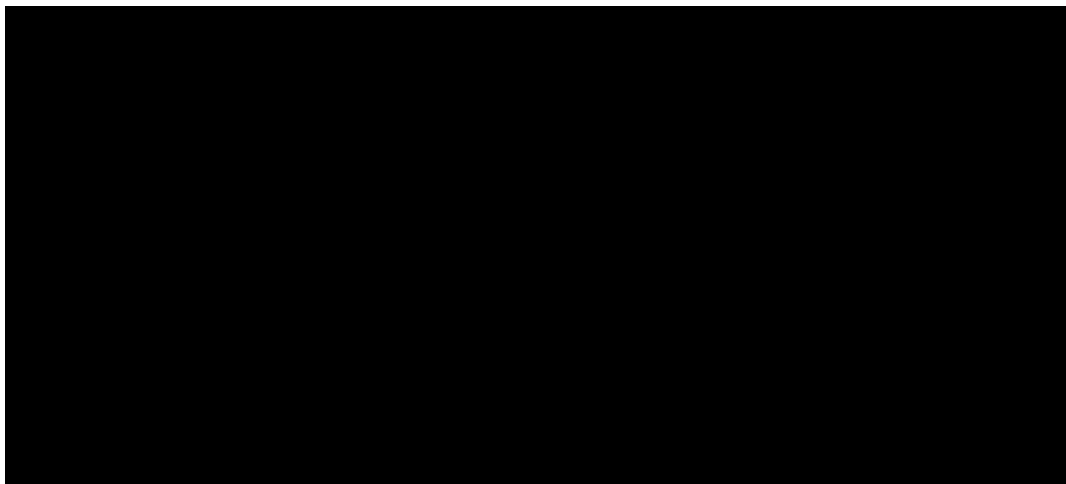
| CUSTOMER NAME/PHONE NUMBER | CUSTOMER LIST | ADDRESS | STATUS |
|----------------------------|---------------|------------------------------------|----------------|
| [REDACTED] | | [REDACTED] BAXLEY GA [REDACTED] | No Open Issues |

Ford Confidential

Customer Info

| | | | | | |
|---------------------------|------------|----------------|------------|------------------|------------|
| Customer: | [REDACTED] | Primary Phone: | [REDACTED] | Secondary Phone: | [REDACTED] |
| Address: | [REDACTED] | BAXLEY | GA | [REDACTED] | [REDACTED] |
| Country: | USA | Language: | EN | | |
| Cell Phone: | | Pager: | | | |
| Preferred Contact method: | | Fax: | | | |
| Preferred Contact Time: | | Email: | | | |

Ford Confidential



DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA

SUITE 700

ARDMORE, PA 19003

1-800-MY-LEMON

1-800-695-3666

215-665-7660

FAX 215-563-8738

www.MyLemon.com

NEW JERSEY OFFICE

208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034

PITTSBURGH OFFICE

1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219

BUFFALO OFFICE

70 NIAGARA STREET, STE 612
BUFFALO, NY 14202

DAVID J. GORBERG¹
LAURA L. APPELGADE²
COURTNEY L. SOFIA³
EMMA C. CHIAMPOU³

¹ MEMBER OF PA AND NJ BARS

² MEMBER OF PA AND NY BARS

³ MEMBER OF PA AND MA BARS

March 17, 2014

Ford Motor Company
c/o CT Corporation
116 Pine Street
Suite 320
Harrisburgh, PA 17101

RE: [REDACTED] vs Ford Motor Company
DOCKET # 2014-C-816

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/mk
Enclosure

Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

LEHIGH

County

For Prothonotary Use Only:

Docket No:

FILED
2014 MAR 14 PM 2:07
CLERK OF JUDICIAL RECORDS
LEHIGH COUNTY, PA

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Lead Defendant's Name:

FORD MOTOR COMPANY

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☒ within arbitration limits
(check one) ☐ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: DAVID J. GORBERG

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☒ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other

☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

Updated 1/1/2011

FILED
2014 MAR 14 PM 2:07
CLERK OF JUDICIAL RECORDS
LEHIGH COUNTY, PA

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

[REDACTED]

Plaintiff

vs.

FORD MOTOR COMPANY

Defendant

:
:
:
:
:
:

File No.

[REDACTED]

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO
NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW.
THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE
TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER
LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

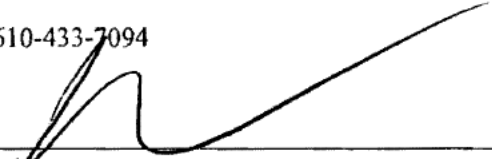
LEHIGH COUNTY BAR ASSOCIATION

LAWYER REFERRAL SERVICE

1114 WALNUT STREET

ALLENTOWN, PENNSYLVANIA 18102

TELEPHONE: 610-433-7094



Signature

DAVID J. GORBERG

(Name)

32 Parking Plaza, Suite 700 Ardmore, PA 19003

(Address)

215-665-7660

(Telephone Number)

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
32 Parking Plaza
Suite 700
Ardmore, PA 19003
215-665-7660

FILED
2014 MAR 14 PM 2:07
Attorney for Plaintiff
CLERK OF JUDICIAL RECORDS
LEHIGH COUNTY, PA

████████████████████
SCRANTON, PA ██████████

COURT OF COMMON PLEAS

VS.

LEHIGH ██████████ ██████████ ██████████

FORD MOTOR COMPANY
C/O CT CORPORATION
116 PINE STREET
SUITE 320
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, ██████████ is an adult individual citizen an legal resident of the Commonwealth of Pennsylvania residing at ██████████ Scranton, PA ██████████

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about 2012, Plaintiff purchased a new 2010 Ford Fusion (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 3FAHP0HA3AR[REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$25,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, Power Steering Rack 2x. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

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

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

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).
31. Plaintiff uses the subject product for personal, family and household purposes.
32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.
33. Defendant failed to make effective repairs.

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

35. Section 15 U.S.C. §2310 (d) (1) provides:
If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

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

COUNT III **UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

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

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

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

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

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

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

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

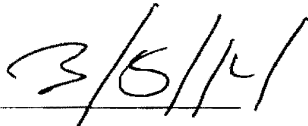
The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X



DAVID J. GORBERG, ESQUIRE

Date:



3/5/11

OFFICE OF THE COURT ADMINISTRATOR
LEHIGH COUNTY COURTHOUSE
455 WEST HAMILTON STREET
ALLENTOWN, PENNSYLVANIA 18101-1614

03-20-14

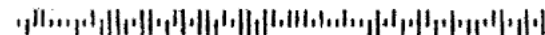
PRESORTED
FIRST CLASS



UNITED STATES POSTAGE

02 1R \$ 00.38¹
0002011972 MAR 19 2014
MAILED FROM ZIP CODE 18101

19 BQH-15B 17101



COURT ADMINISTRATION
CIVIL OPERATIONS SECTION
455 WEST HAMILTON STREET
ALLENTOWN, PA 18101-1614
(610) 782-3657 FAX NUMBER (610) 871-2779

Ford Motor Company
c/o CT Corporation
Suite 320
116 Pine St
Harrisburg PA 17101

RE: File No. [REDACTED]

[REDACTED]

- VS -

Ford Motor Company

COURT ADMINISTRATION
CIVIL OPERATIONS SECTION
455 WEST HAMILTON STREET
ALLENTOWN, PA 18101-1614
(610) 782-3657 FAX NUMBER (610) 871-2779

March 18, 2014

██████████
vs.
Ford Motor Company

File No. ██████████

NOTICE OF JUDGE ASSIGNMENT - ARBITRATION

Please be advised that the above case has been assigned to the ARBITRATION TRACK for caseload management. This case will be monitored by the Honorable Edward D. Reibman.

Please note the following:

1. All motions or petitions shall be filed in conformity with the Lehigh County Rules of Civil Procedure. Letters will not be accepted as a substitute for a motion from an attorney, nor will the court entertain ex parte communications.
2. Magisterial District Judge appeals will be scheduled for arbitration on the next available list, 60 days from the filing of the appeal.
3. All other arbitration cases will have a discovery period of 6 months from the date the complaint was filed. Cases will be scheduled for arbitration on the next available list following this time period. Any requests for extensions must be submitted to the monitoring judge no less than 30 days prior to the end of the discovery period.
4. A case may be praeciped for arbitration prior to the discovery deadline, pursuant to Lehigh County Rule of Civil Procedure 1303.2.
5. All scheduling matters shall be directed to Court Administration.

Arbitration Coordinator

Case Print Report

Case Number [REDACTED]

Case Opened Date 11/23/2013 10:48 AM

Case Closed Date 11/23/2013

Case Status Resolved

Case Last Modified 11/23/2013 10:55 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Parts Issue > Delay Outside Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON

PA

[REDACTED]

Email [REDACTED]

Dealer Gibbons Ford

VIN 3FAHP0HA3AR4 [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Driver Aides & Information

Level 2 Steering Wheel Controls

Level 3 Performance

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Created On |
|------------|-----------------|
|------------|-----------------|

Yvonne Gee

11/23/2013 10:55 AM

[REDACTED] SPOUSE DELEGATE FOR [REDACTED]

-3FAHP0HA3AR [REDACTED]
-35,000 MILES

CUST SAYS:

-CUST SAYS "ANTI TRACK SYSTEM KICKED ON & HE HAS NO POWER STEERING"
-WANTS TO FIND OUT IF THE PART IS COVERED UNDER HIS EXTENDED WARRANTY

DLRSHP INFO:

Gibbons Ford
950 Main Street
Dickson City, PA 18519
(570) 489-4747

CRC SAYS:

-ADVISED CUST THAT THE BEST WAY TO KNOW IS TO TAKE VEH TO DLRSH
-INFORMED CUST THAT HE MAY STILL HAVE A LITTLE BTB LEFT IF THE VEH IS UNDER 36,000 MILES
-OFFERED CUST TO TRANSFER TO DLRSH FOR APPT AND HE SAID NO
-OFFERED CUST TO SEND TO ROADSIDE ASSIST BUT HE ASKED IF IT WOULD COST HIM
-ADVISED CUST THAT HE WOULD HAVE TO ASK THE ROADSIDE COMPANY ONCE I CONNECTED HIM
-HE DECIDED TO JUST DRIVE VEH TO HIS DLRSH INSTEAD

Case Print Report

Case Number CAS [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------|
| Yvonne Gee | 11/23/2013 10:55 AM | fmc_closecase | Close Case |
| Yvonne Gee | 11/23/2013 10:55 AM | incidentresolution | Case Resolution |

Case Print Report

Case Number [REDACTED]

Case Opened Date 1/30/2014 10:59 AM

Case Closed Date 2/20/2014

Case Status Resolved

Case Last Modified 2/20/2014 12:26 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Repair Assistance > CCT Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON

PA

[REDACTED]

Email [REDACTED]

Dealer Gibbons Ford

VIN 3FAHP0HA3AR[REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Excessive Effort

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Created On |
|------------|-----------------|
|------------|-----------------|

Diane Jennings

1/30/2014 11:03 AM

-CUST SAYS

The power steering went out about 2 months ago

The dlrhsp replaced the power steering pump

The msg came on the screen

The power steer went out again

cust was able to get the veh home but it will not turn the veh

vhe has an esp with rental and roadside assistance

Advised the cust the veh can be towed to dlrhsp

and she has rental under the esp

CUST SAYS THE DLRHSP SAY

They are not able to get to the veh until next Wednesday and cust has to go out of town next week

Cust was told by the dlrhsp the veh they loaned her is not able to go out of town

CRC ADVISED

OBC TO DLRHSP SPOKE TO JOE SM

appraised the sm of the situation he was not aware the veh was undriveable at this time

Advise per the cust they cannot turn the wheel

He will have a car by 12:30pm today

CUST SPOKE TO CHAD

I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team (Brenda The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 2 business days. The case number that I have established for you today is [REDACTED]

Brenda Allen

2/3/2014 11:13 AM

2010 Fusion

ENGINE: 2.5L Duratec HE PFI (170PS)

CPO

13N03 - throttle body warranty extension

wsd is 8/3/2010

mileage is 40000

Brenda Allen

2/3/2014 11:36 AM

obc to dlr Joe who adv that veh is being worked and should be completed tomorrow --- dlr adv cust in a loaner

Brenda Allen

2/3/2014 11:39 AM

obc to cust --- cust picked up and hung up

obc to cust again --- lm on vm --- csm adv role, case # and contact info --- csm requests a call back to discuss case --- csm will fup on 2/4

Case Print Report

Case Number [REDACTED]

Brenda Allen 2/3/2014 2:45 PM

ibc from cust --- csm adv role, case # and contact info --- csm adv veh is being worked and should be completed tomorrow --- cust adv that he and his wife may want to trade in veh and what can csm do --- csm offers xplan --- cust will call back with wife's ss

Brenda Allen 2/3/2014 2:45 PM

ibc from cust adv last 4 of ss # is 0307 /// fup 2/6

Brenda Allen 2/4/2014 12:05 PM

ibc from cust --- lm on vm adv that he contacted dlr and was told xplan is for new veh only and cust wants to purchase used

Brenda Allen 2/5/2014 10:11 AM

ibc from cust who adv that the xplan is \$100 over dlr cost --- he would still like csm to generate pin # --- csm will find out how long the pin # is good for --- setting fup for 2/11

Brenda Allen 2/11/2014 12:49 PM

email sent to cust adv that pin # for xplan is good for one year and xplan pin submitted

Brenda Allen 2/11/2014 12:57 PM

Good Afternoon [REDACTED]

I have submitted an XPlan for you. As soon as I have a pin number, I will let you know. This pin number will be good for one year.

Please feel free to contact me if you have any questions.

Sincerely,

Brenda Allen 2/11/2014 12:57 PM

setting fup for 2/19 to get pin # for cust

Brenda Allen 2/20/2014 12:25 PM

X Plan PIN is X 11-737-06

obc to cust at [REDACTED] --- lm on vm adv pin # and adv good for one year --- csm requests a call back if cust has questions --- closing case

Case Print Report

Case Number [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|---------------------------|------------------------|----------------------|----------------------------|
| FordCRMAppUserAccount CRM | 1/30/2014 11:04 AM | phonecall | CALL From - [REDACTED] |
| Brenda Allen | 1/31/2014 2:52 PM | phonecall | CALL To - 51400 |
| Brenda Allen | 2/3/2014 11:11 AM | fmc_transferescalate | Transfer / Escalate |
| Brenda Allen | 2/3/2014 11:14 AM | phonecall | CALL To - [REDACTED] |
| Brenda Allen | 2/3/2014 11:37 AM | phonecall | CALL To - [REDACTED] |
| Brenda Allen | 2/3/2014 11:38 AM | phonecall | CALL To - [REDACTED] |
| Brenda Allen | 2/3/2014 12:20 PM | phonecall | CALL From - [REDACTED] |
| Brenda Allen | 2/3/2014 12:26 PM | fmc_schedulefollowup | [REDACTED] --- initial fup |
| Brenda Allen | 2/3/2014 2:07 PM | phonecall | CALL From - [REDACTED] |
| Brenda Allen | 2/3/2014 2:13 PM | phonecall | CALL To - 51400 |
| Brenda Allen | 2/5/2014 10:02 AM | phonecall | CALL From - [REDACTED] |
| Brenda Allen | 2/5/2014 10:09 AM | fmc_schedulefollowup | [REDACTED] xplan |
| Brenda Allen | 2/11/2014 12:55 PM | fmc_schedulefollowup | [REDACTED] xplan |
| Brenda Allen | 2/20/2014 12:17 PM | fmc_schedulefollowup | [REDACTED] x plan |
| Brenda Allen | 2/20/2014 12:19 PM | phonecall | CALL To - [REDACTED] |
| Brenda Allen | 2/20/2014 12:21 PM | phonecall | CALL To - [REDACTED] |
| Brenda Allen | 2/20/2014 12:24 PM | phonecall | CALL To - 51400 |
| Brenda Allen | 2/20/2014 12:26 PM | fmc_closecase | Close Case |
| Brenda Allen | 2/20/2014 12:26 PM | incidentresolution | Case Resolution |

Case Print Report

Case Number [REDACTED]

Case Opened Date 3/3/2014 11:40 PM

Case Closed Date 3/3/2014

Case Status Resolved

Case Last Modified 3/3/2014 11:40 PM

Responsible Team Administration Hotline

Case Classification Vehicle Concern > Roadside Assistance > Warranty
Covered Dispatch

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number [REDACTED]

| Agent Name | Note Created On |
|------------------------------------|-------------------|
| ford prdload1 Dispatch Complete | 3/3/2014 11:40 PM |

Case Print Report

Case Number [REDACTED]

| Activity Modified By | Activity Last Modified | Activity Type | Activity Subject |
|----------------------|------------------------|--------------------|------------------------------------|
| ford prdload1 | 3/3/2014 11:40 PM | fmc_closecase | Roadside Assistance-Tow-Wheel Lift |
| ford prdload1 | 3/3/2014 11:40 PM | incidentresolution | Case Resolution |

Case Print Report

Case Number [REDACTED]

Case Opened Date 12/28/2011 5:24 PM

Case Closed Date 12/28/2011

Case Status Resolved

Case Last Modified 7/29/2012 5:50 AM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > CAC RELATED > MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON

PA

[REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number [REDACTED]

| Historical Case Action Type | Origin Description | Action Modified By | Action Last Modified |
|--------------------------------|--------------------|--------------------|--------------------------|
| PUBLIC-PRIVATE OFFER | MANUAL - PHONE CSR | Doreen Cheeseman | 12/28/2011 5:24:00 PM |

Case Print Report

Case Number [REDACTED]

Case Opened Date 12/28/2011 5:20 PM

Case Closed Date 12/28/2011

Case Status Resolved

Case Last Modified 7/29/2012 5:50 AM

Responsible Team Historical Team

Case Classification MORS History > INFORMATION > MISC INQUIRY >
MISC INQUIRY - CHANGE OF ADDRESS

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON

PA

[REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number

| Historical Case Action Type | Origin Description | Action Modified By | Action Last Modified |
|--|--------------------|--------------------|--------------------------|
| UPDATE CUSTOMER ADDRESS OR PHONE NUMBER CUSTOMER PROFILE UPDATE | MANUAL - PHONE CSR | Doreen Cheeseman | 12/28/2011 5:20:00 PM |