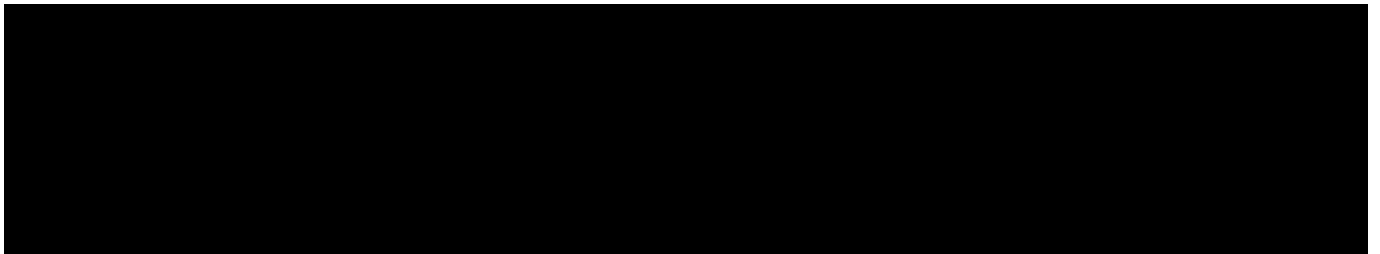


INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)





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

Michelle Hull - FMC

October 13, 2014

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

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David Donahue

From / De

Office/Address/Location / Oficina/Dirección/Lugar

Telephone number / Número de teléfono

Fax number / Número de fax

Message / Mensaje

From: (844) 292-8615, Subject: 2010 Ford Fusion
Txt: "steering and unwanted acceleration"

Providing Insurance and Financial Services
Home Office, Bloomington, IL



October 13, 2014

Ford Motor Company Product Liability
PO Box 70
Dearborn MI 48121-0070

State Farm Auto Claims
PO Box 106171
Atlanta GA 30348-6171

OGC Lit
Product Claims

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

OCT 14 2014

OCT 14 2014

RE: Claim Number: [REDACTED]
Date of Loss: 08/09/2014
City/State of Loss: Tucson AZ
Insured: [REDACTED]
Vehicle: 2010 Ford FUSION
VIN: 3FAHP0HG7AR [REDACTED]
Mileage: non-readable

OFFICE OF THE,
GENERAL COUNSEL

To Michelle Hull:

This notice is to advise of a loss that occurred to our insured's vehicle. Our preliminary investigation indicates Ford Motor Company 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.

The vehicle is being held at an offsite location in Tucson AZ and is available for your inspection by appointment only. There is no authorization to inspect this vehicle outside the presence of the State Farm® representative.

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 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.

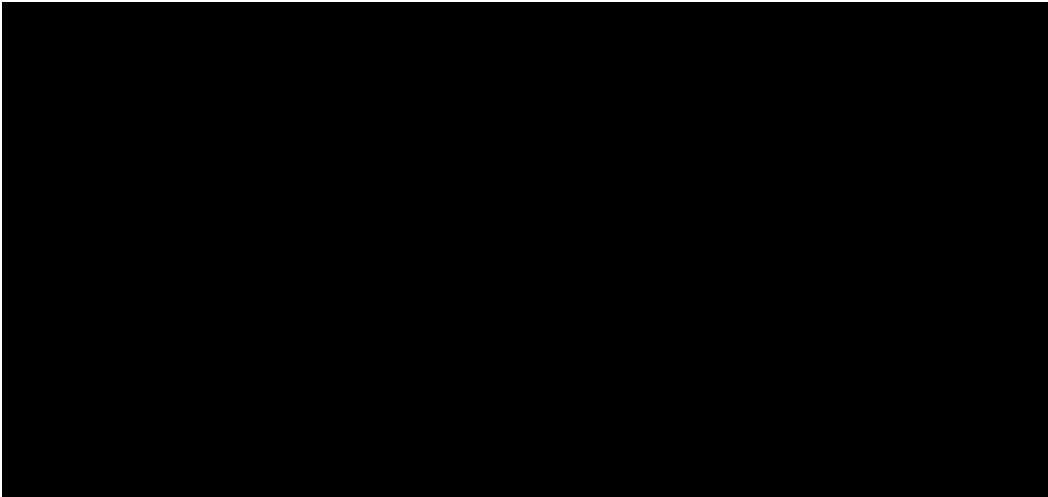
Your cooperation is appreciated. If you should have any questions, or would like to set up and appointment to inspect evidence/salvage, please contact me.

03-507J-540
Page 2
October 13, 2014

Sincerely,

David Donahue
Claim Specialist
(844) 292-8615 Ext. 4348722793

State Farm Mutual Automobile Insurance Company



LAW OFFICES OF
SAVAIANO & SPEAR

105 FAIRBANK STREET • ADDISON, ILLINOIS 60101 • PHONE (630) 628-8770 • FAX (630) 628-7383

February 15, 2012

recd. 3/28/12

Transmitted via Overnight Mail

Jody C. Banciu
Manager- Consumer Litigation
Ford Motor Company
Once American Road
Suite 402-A
Dearborn, MI 48126

RE: [REDACTED]

v.

BOB ROHRMAN'S SCHAUMBURG FORD, FORD MOTOR COMPANY

Ms. Banciu,

Please find transmitted along herewith a copy of a complaint that was served on our client in relation to the above referenced matter. You may recall we had previously requested that you accept defense of this matter and that you had refused to do so.

In your November 3, 2011 response you state that as there were allegations of consumer fraud on the part of the dealership that Ford Motor Company could not indemnify or defend the dealership in relation to these claims. A review of the complaint indicates that the Plaintiffs claims are related to defects in the vehicle and failures related to the new vehicle warranty. As the action is based not upon direct actions of the dealership but rather the dealership's relationship with your company, it is Ford Motors Company's obligation to defend our client in this matter.

It is imperative that you contact the undersigned immediately and advise whether Ford Motor Company will be defending and indemnifying the dealership in relation to this claim.

In the absence of any such notification our client will have no choice but to defend against these claims and to pursue your company for any and all costs related thereto, including but not limited to attorneys fees, all costs associated with defense of the action, and any and all judgments or awards that are imposed in relation to this action.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank J. Sayaiano", written in a cursive style.

Frank J. Sayaiano
Attorney at Law

cc: Mark Battista

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
SUMMONS

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication
ALIAS - SUMMONS

COPY

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

No. _____

ROHR-BERG MOTORS, INC. d/b/a

BOB ROHRMAN'S SCHAUMBURG FORD

815 E. GOLD ROAD, SCHAUMBURG, IL. 60173

(Name all parties)

v.

ROHR-BERG MOTORS, INC., d/b/a BOB ROHRMAN'S SCHAUMBURG FORD, ET AL.

☒ SUMMONS ☐ ALIAS SUMMONS



To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- | | | |
|---|--|--|
| <input checked="" type="radio"/> Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602 | | |
| <input type="radio"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="radio"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="radio"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="radio"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="radio"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428 | <input type="radio"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 42602

Name: NORMAN H. LEHRER

Atty. for: PLAINTIFF

Address: 429 WEST WESLEY

City/State/Zip: WHEATON, ILLINOSI 60187

Telephone: 630-462-0700

WITNESS, _____

Clerk of Court

Date of service: _____
(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PE14-030 000642LC

(hereinafter "Rohr-Berg") is a corporation, existing under the laws of the State of Illinois, with offices and business establishments in Schaumburg, County of Cook, Illinois. Defendant Rohr-Berg is an authorized dealership for Ford Motor Company, and is engaged in the business of selling and repairing vehicles to the public at large.

3. Plaintiff, [REDACTED], at all times relevant hereto was residing in Illinois.

4. On or about September 19, 2009, Plaintiff purchased from Defendant Rohr-Berg a new 2010 Ford Fusion, manufactured by Ford Motor Company, Serial No.

3FAHP0HA8AR [REDACTED] for valuable consideration (A copy of the Retail Installment Contract attached as Exhibit "A").

5. Plaintiff is a "consumer" under 15 U.S.C. 2301.

6. That in addition to applicable State Law, the Magnuson-Moss Warranty Act, Ch. 15 U.S.C.A., Section 2301, et. seq. (hereinafter "Warranty Act") is applicable to this Complaint, in that the automobile is a consumer product, built subsequent to January 4, 1975, and costs in excess of \$10.00.

7. Defendants Ford and Rohr-Berg are a suppliers and warrantors as defined in the Warranty Act. 15 U.S.C.A., Section 2301 (4), (5).

8. Plaintiff's purchase of the automobile was accompanied by written warranties offered by Defendants and extending to the Plaintiff, which warranties were part of the basis of the bargain of the Contract between Plaintiff and the Defendant Rorh-Berg, for the sale of the automobile.

9. In these written warranties, Defendants warranted the automobile for 5 years/60,000 for any non-conformities in material or workmanship and that Defendants would

LAW OFFICES OF
SAVAIANO & SPEAR

105 FAIRBANK STREET • ADDISON, ILLINOIS 60101 • PHONE (630) 628-8770 • FAX (630) 628-7383

October 18, 2011

Transmitted Via Overnight Mail

Jody C. Banciu
Manager- Consumer Litigation
Ford Motor Company
Once American Road
Suite 402-A
Dearborn, MI 48126

RE: [REDACTED]

v.

BOB ROHRMAN'S SCHAUMBURG FORD, FORD MOTOR CREDIT et. Al. .

Ms. Banciu,

I am in receipt of your letter dated October 17, 2011. As I stated in my earlier letter a copy of the lawsuit was forwarded to your attention on July 5, 2011 along with a letter, a copy of which is attached hereto. I am enclosing herewith another copy of the lawsuit that was served upon my client.

Please review the attached action and provide me a written determination in relation to our client's tender of defense and indemnification demand within seven (7) days of the date of this letter. If Ford Motor Company fails to accept the tender of defense and indemnification demand within the time prescribed, our client will have no choice but to retain counsel in defense of this matter, and to hold your company responsible for the cost of defense of this action, all other costs it may incur associated therewith, and the satisfaction of any and all judgments which may be entered against it.

Respectfully,



Frank J. Savaiano
Attorney at Law

cc: Mark Battista

warranties.

12 Plaintiff has provided Defendant sufficient opportunity to repair and/or replace the automobile.

13. Defendant has failed to repair and/or replace the automobile, as provided in the written warranties, or as provided by law, and the automobile remains in a defective and unmerchantable condition.

14. Plaintiff justifiably lost confidence in the automobile's safety and reliability, and said non-conformities have substantially impaired the value of the automobile to Plaintiff. These non-conformities could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the automobile.

15. As a result of the non-conformities, Plaintiff revoked his acceptance of the automobile on or about May 24, 2011 (A copy of letter of revocation of acceptance is attached hereto as Exhibit "D").

16. At the time of revocation, the automobile was in substantially the same condition as at delivery except for damage caused by its own non-conformities and ordinary wear and tear.

17. Defendant has refused Plaintiff's revocation of acceptance, and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

18. As a result of Defendant's breaches of the written warranties, Plaintiff has incurred substantial damages.

WHEREFORE Plaintiff prays for relief against Defendant Dealer as follows:

A. That the contract between Plaintiff and Defendant concerning the automobile be judicially canceled and revoked;

B. That Plaintiff have judgment against Defendant for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum in excess of \$50,000.00, aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued;

C. That Plaintiff have judgment against Defendant for Attorney's fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15. U.S.C.A. Sec. 2310 (d) (2); and

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST DEFENDANT DEALER UNDER THE MAGNUSON-MOSS ACT

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER, P.C. and states as follows by way of Complaint against Defendant Dealer:

1-18. Plaintiff restates and realleges paragraphs 1-18 of Count I as paragraphs 1-18 of this Count II, and states further as follows:

19. The automobile purchased by Plaintiff was subject to an implied warranty of merchantability under Illinois Compiled Statutes Chapter 810 ILCS 5/2-314, and as defined in 15 U.S.C. 2301(7), running from Defendant to the intended consumer, Plaintiff herein.

20. That 15 U.S.C. 2308 prohibits a supplier of consumer goods from disclaiming or modifying any implied warranty when said supplier makes a written warranty to the consumer, or when a supplier has entered into a service contract with the consumer within ninety (90) days of a sale.

21. Pursuant to Illinois Compiled Statutes 810 ILCS 5/2-314, and/or 15 U.S.C. 2308, the automobile was impliedly warranted to be substantially free of non-conformities in material and workmanship, and thereby fit for the ordinary purpose for which the vehicle was intended,

and was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

22. The non-conformities described above render the vehicle unmerchantable, unsafe, and thereby not fit for the ordinary purpose for which the vehicle was intended.

23. As a result of the breaches of implied warranty by the Defendant, Plaintiff is without the reasonable value of the automobile.

24. As a result of the breaches of implied warranty by the Defendant, Plaintiff has suffered various damages.

WHEREFORE, Plaintiff prays for relief against Defendant Dealer as follows:

A. That the contract between Plaintiff and Defendant Dealer concerning the automobile be judicially canceled and revoked.

B. That Plaintiff have judgment against Defendant Dealer for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum in excess of \$50,0000.00, aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued.

C. That Plaintiff have judgment against Defendant Dealer for Attorney's fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15, U.S.C.A., Sec. 2310(d)(2).

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT III

VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT AGAINST DEFENDANT DEALER

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER, P.C., and states as follows by way of Complaint against Defendant Dealer:

1-3. Plaintiff restates and realleges paragraphs 1-3 of Count I as paragraphs 1-3 of this

Count III, and state further as follows:

4. At all times relevant hereto, there was in effect in the State of Illinois a statute known as the Illinois Consumer Fraud and Deceptive Business Practices Act, Ill.Comp.Stat. 815 ILCS 505/1 et seq.

5. Defendant was at all times relevant, engaged in trade or commerce as defined by the Consumer Fraud Act.

6. On or about May 24, 2011, Plaintiff served written notice on the Defendant Rohrborg Motors, Inc. d/b/a Bob Rohrman's Schaumburg Ford of their violations of the Consumer Fraud Act and various Federal and State laws. (A copy of the written notice is attached hereto as Exhibit "D")

7. The Defendant made the following representations and/or omissions to the Plaintiff:

- (a) Dealer held the vehicle out to be in good condition and not defective;
- (b) Despite numerous repeated attempts to repair the defective vehicle, the vehicle remains defective and is not roadworthy;
- (c) When Plaintiff insisted the vehicle was defective and he wanted to return it, Defendant Dealer, through its management, stated they would take the vehicle back and substitute another vehicle, but only if Plaintiff agreed to enter into another agreement with a substantially higher interest rate.

8. The representations and/or omissions set forth above were made with the intent that Plaintiff rely on them.

9. The representations and/or omissions set forth above were false and untrue, or the

Defendant committed unfair acts, in that the vehicle Defendant sold to Plaintiff:

- (a) Was not in good condition and was defective;
- (b) Could not be repaired even after multiple attempts by Dealer;
- (c) Could not be returned to Defendant, nor could the installment contract be

revoked/rescinded, although Dealer stated the vehicle could be returned to Dealer and replaced with another vehicle, but only if Plaintiff agreed to a new contract with substantially altered and unfavorable contract terms.

10. The misrepresentations and/or omissions set forth above were known to be untrue at the time they were made by Defendant or the Defendant made the representations in reckless disregard of the truth or falsity of the representations.

11. As a result of Defendant's conduct, Plaintiff has suffered various damages, and has been defrauded.

12. The conduct set forth above constitutes unfair or deceptive conduct, in violation of the Consumer Fraud and Deceptive Business Practices Act, Ill.Comp. Stat. 815 ILCS 815 505/2.

WHEREFORE, Plaintiff prays for relief against Defendant Dealer as follows:

- A. That Plaintiff be awarded damages, in sum of over \$50,000.00 plus costs and attorney's fees;
- B. That Plaintiff be awarded punitive damages in the sum of \$100,000.00;
- C. That the contract between Plaintiff and Defendant concerning the automobile be judicially cancelled and revoked; and
- D. Such other relief as the Court finds just and appropriate.

COUNT IV
COMMON LAW FRAUD AGAINST DEFENDANT DEALER

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C., and states as follows by way of Complaint against Defendant Dealer:

1-12. Plaintiff restates and realleges paragraphs 1-12 of Count III as paragraphs 1-12 of this Count IV, and states further as follows:

13. The misrepresentations and/or failures to disclose as set forth above were made with the intent that Plaintiff rely on them, and Plaintiff did, in fact, justifiably rely on them to his detriment.

14. As a result of the misrepresentations and/or failures to disclose set forth above, Plaintiff has suffered various damages and losses.

15. Defendant's conduct as set forth above constitutes fraud against Plaintiff.

16. The misrepresentations and/or failures to disclose set forth above were made willfully and intentionally or in reckless disregard of the truth or falsity of said misrepresentations or failures to disclose.

WHEREFORE, Plaintiff prays for relief against Defendant as follows:

A. That Plaintiff be awarded actual damages in a sum of \$50,000.00;

B. That Plaintiff be awarded punitive damages in the sum of \$100,000.00;

C. That the contract between Plaintiff and these Defendant concerning the automobile be judicially cancelled and revoked; and

D. Such other relief as the Court finds just and appropriate.

COUNT V

REVOCATION OF ACCEPTANCE AGAINST DEFENDANT DEALER PURSUANT TO ILLINOIS COMPILED STATUTES CHAPTER 810 ILCS 5/2-608

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C. and states as follows by way of Complaint against Defendant Dealer:

1-3. Plaintiff restates and realleges paragraphs 1-3 of Count I as paragraphs 1-3 of this Count V, and states further as follows:

4. Shortly after purchase, the automobile manifested various non-conformities, and could not be repaired after numerous attempts.

5-11 Plaintiff restates and realleges paragraphs 13-18 of Count I as paragraphs 5-11 of this Count V, and states further as follows:

12. As a result of Defendant Dealer's actions, and refusals to accept Plaintiff's revocation of acceptance, Plaintiff has incurred substantial damages.

WHEREFORE, Plaintiff prays for relief against Defendant Dealer as follows:

A. That the contract between Plaintiff and Dealer concerning the automobile be judicially canceled and revoked;

B. That Plaintiff have judgment against Defendant for the full purchase price, insurance fees, cancellation of the Retail Installment Contract, costs of "cover", loss of use, and incidental and consequential damages in a sum of at least \$50,000.00, aggravation and inconvenience, plus costs; and

C. Such other relief as the Court finds just and appropriate.

COUNT VI

RESCISSION OF RETAIL INSTALLMENT CONTRACT AGAINST ASSIGNEE PURSUANT TO FEDERAL REGULATION 16 C.F.R. 433.2

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C. and states as follows by way of Complaint against Defendant Ford Motor Credit Company, LLC:

1. Defendant Ford Motor Credit Company, LLC, hereinafter ("Assignee"), is a foreign corporation doing business in all counties of the State of Illinois, including Cook.

2. The Retail Installment Contract attached to this Complaint was assigned to Assignee Ford Motor Company, as financing for the purchase of a new 2010 Ford Fusion,

manufactured by Defendant Manufacturer, VIN NO. 3FAHP0HA8AR [REDACTED], one or more of the other Defendant herein (Exhibit "A").

3. The Retail Installment Contract states, in part, as follows:

"Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof."

4. Plaintiff has paid various sums to Assignee on this Contract.

5. At all times relevant hereto, there was in effect a Federal Trade Commission Rule which provides, in part, that "Any holder of this Consumer Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder." (16 C.F.R. Sec. 433.2).

6. Plaintiff restates and realleges the claims and/or defenses as set out in Counts I, II, III, IV, and V of this Complaint as if fully set forth herein, and states further as follows.

7. Plaintiff is among the class of persons protected by the Federal regulation set forth in the preceding paragraphs.

8. The non-conformities in the automobile, or the breach of warranty, or the fraudulent conduct, as set forth above, constitute defenses which the Plaintiff has asserted against the seller of goods or services in connection with this transaction, and also gives Plaintiffs various claims against the seller of goods and services in connection with this transaction, and provides Plaintiff with a basis to rescind and revoke the Retail Installment Contract.

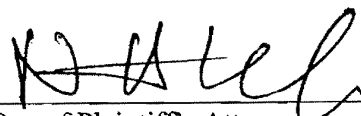
WHEREFORE, Plaintiff prays for relief against Defendant Assignee as follows:

A. That any and all contracts between Plaintiff and Assignee be judicially canceled and revoked;

B. That Plaintiff have judgment against Assignee for any and all amounts paid to Assignee, or otherwise assigned to Assignee, in connection with this transaction, and prejudgment interest at the prime rate, from the date this cause of action accrued; and

C. Such other relief as the Court finds just and appropriate, including an award of attorneys fees and costs under 815 ILCS 375/11.

D. Such other relief as the Court finds just and appropriate.



One of Plaintiff's Attorneys

Norman H. Lehrer, P.C.
429 W. Wesley
Wheaton, IL 60187
630-462-0700

ACCOUNT NO.

DATE 09/19/2009

1-800-727-7000

**Ford
Credit**

www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

[REDACTED] COOK

CREDITOR (Seller Name and Address)

BOB ROHRMAN'S SCHAUMBURG FORD
815 E. GOLF
SCHAUMBURG, IL
60173

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	14	2010 FORD	FUSION	3FAHPOHA8AF[REDACTED]	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 2002 PATHFINDER \$ 3161.63 \$ 4923.54
 Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 24286.44 (1)
- Down Payment
 - Third Party Rebate Assigned to Creditor \$ N/A
 - Cash Down Payment \$ N/A
 - N/A \$ N/A
 - Trade-in (Description Above) \$ 0.00
 - Total Down Payment \$ N/A (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 24286.44 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 - To Public Officials
 - (i) for license, title & registration fees \$ 80.00 ;
 - (ii) for filing fees \$ N/A ;
 - (iii) for taxes (not in Cash Price) \$ 15.00 \$ 95.00
 - To Insurance Companies for:
 - Credit Life Insurance \$ N/A
 - Credit Disability Insurance \$ N/A
 - N/A \$ N/A
 - N/A \$ N/A
 - To CONSUMER CREDIT UNIT NEG TRADE EQUITY \$ 1761.91
 - To BOB ROHRMAN'S SCHAUMBURG DOCUMENTATION FEE \$ 151.65
 - To N/A for N/A \$ N/A
 - To N/A for N/A \$ N/A
 - To N/A for N/A \$ N/A
 - To N/A for N/A \$ N/A
 - Total \$ 2008.56 (4)
- Amount Financed (3 plus 4) \$ 26295.00 (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
0.00 %	\$ 0.00	\$ 26295.00	\$ 26295.00	\$ 26295.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	438.25	Monthly starting 11/03/2009
N/A	N/A	N/A
N/A	N/A	N/A

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. 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 Insurance N/A
 Insurance Company N/A
 Premium N/A Insured(s) N/A
 Credit Life Insurance is for the term of the contract. You want Credit Life Insurance.
 Buyer Signs N/A
 Co-Buyer Signs N/A

Credit Disability Insurance N/A
 Insurance Company N/A
 Premium N/A Insured(s) N/A
 Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.
 Buyer Signs N/A
 Co-Buyer Signs N/A

OTHER OPTIONAL INSURANCE
 Coverage and Insurance Company Premium and Term in Months
 N/A \$ N/A
 By N/A N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

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

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is greater.

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% of the late amount 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.

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

Buyer X
Signs

Co-Buyer X
Signs

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.

ETCH	\$	299.00	Term	
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

Buyer Signs X

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

You want the optional insurance for which premiums are included above.

N/A
Buyer Signs

N/A
Co-Buyer Signs

The amount and coverages for any credit insurance purchased are shown in a notice or agreement given to you today. Any credit insurance which you buy may be cancelled within 15 days of the date of this contract. To do so, send a written request to the Assignee named below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.

☐ 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 N/A
Signs

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS

NOTICE TO BUYER

1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the agreement that you sign.
3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

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.

RETAIL INSTALLMENT CONTRACT

Buyer ☒
Signs

Co-Buyer ☒
Signs

Seller BOB ROHRMAN'S SCHAMBURG FORD

By ☒

Title

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

AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.

THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

ACCORDING TO THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL, CONSUMER FRAUD BUREAU, THE MAXIMUM ALLOWABLE DOCUMENT FEE FOR THE

2009 CALENDAR YEAR IS \$ 151.

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 Company ("Assignee").

To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com.

Seller BOB ROHRMAN'S SCHAMBURG By ☒

Title

FC 17612-SI (JAN 08) (Previous editions may NOT be used.)
FC 17612-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways. First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate for the refinancing will be the lower of the APR agreed to by you and the Creditor at the time of refinancing or the maximum APR permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you

3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.

K. Your Right to Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left a (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Applicable Law: You agree that this contract will be governed by the laws of the state of Illinois.

P. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way. If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN

repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. **If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.**

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges:

This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of **\$25.00** for each check or draft that is dishonored for insufficient funds, insufficient credit, or for no account with the bank.

I. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or

THE CONTRACT OF SALE.

Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial (not including agricultural or professional) use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or set-offs which you may have against the Seller or manufacturer of the vehicle.

NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR CREDIT DISABILITY INSURANCE PREMIUM.

(1) IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT LOAN EARLY.
(2) IN CASE OF EARLY COMPLETE PAYMENT OF YOUR LOAN, YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR LOAN, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

GUARANTY

Guarantor _____ Address _____

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact one of the associations listed below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

FC 17612-SI (JAN 08) (Previous editions may NOT be used.)
FC 17612-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS



www.fordvehicles.com

FUSION

2010 FUSION SE
5-PASSENGER
2.5L I4 ENGINE
6-SPEED MANU

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 17" DESIGN WHEEL
- WITH SILVER PAINT
- EASYFUEL CAPLESS FILLER
- EXHAUST TIPS, CHROMED
- FOG LAMPS
- POWER MIRRORS - BODY COLOR
- SPD DEPENDENT INTRVAL WIPER

INTERIOR

- 6-WAY PWR DRV. SEAT W/LUMB
- 60/40 REAR SEAT W/
- SPRING ASSISTED FOLD
- 1-TOUCH UP/DOWN DRIVER WIN
- AM/FM SINGLE CD/MP3, 6SPKR
- A/C CLIMATE CONTROL
- MESSAGE CENTER
- POWER WINDOWS & LOCKS
- STR WHEEL W/SPEED & AUDIO
- FOLD DOWN FRONT SEAT
- FRONT & REAR FLOOR MATS

FUNCTIONAL

- SIRIUS SAT RADIO N/A AK&HI
- 4-WHL DISC BRAKES W / ABS
- POWER STEERING
- POWER POINTS (2)
- 17" TELESCOPE WHEEL
- TRACTION CONTROL

SAFETY/SECURITY

- ADVANCETRAC ESC
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SIDE AIR BAGS/CURTAINS
- SECURILOCK PASS ANTI THEFT
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

EPA Fuel Economy Estimates

CITY MPG

22

Expected range
for most drivers
18 to 26 MPG

HIGHWAY MPG

29

Expected range
for most drivers
24 to 34 MPG

Estimated
Annual Fuel Cost

\$1,626

based on 15,000 miles
at \$2.60 per gallon

Combined Fuel Economy

This Vehicle

24

Your actual
mileage will vary
depending on how you
drive and maintain
your vehicle.



See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov



SOLD TO 41B 092 Bob Rohman's Schaumburg Ford 815 E. Golf Rd. Schaumburg IL 60173	ONE	DEALER NO. 41B-092	METHOD OF TRANSP. RAIL
SHIP TO (IF OTHER THAN SOLD TO)	TWO	3FAHP0HA8AF	ITEM #: 41-1241 O/T 2
SHIP THROUGH	FINAL ASSEMBLY POINT HERMOSILLO	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above. 9H122 N RA 2X 025 000440 08 12 09	



Ford Extended Service Plan is the only service contract backed by Ford and honored at all Ford and Lincoln Mercury Dealers. Ask your dealer for prices and additional details or see our website at www.ford-esp.com

EXHIBIT B

PE14-030 000661LC


EXTERIOR
STERLING GRAY METALLIC
INTERIOR
CHARCOAL BLK CLOTH BUCKETS

159091

PRICE INFORMATION

Manufacturer's
Suggested Retail Price

STANDARD VEHICLE PRICE	\$20,900.00
INCLUDED ON THIS VEHICLE	
RAPID SPEC IP01A	545.00
• SYNC VOICE ACTIVATED SYSTEMS	
• EC RR MIR MIC/COMP	
OPTIONAL EQUIPMENT	
REAR SPOILER	295.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
TOTAL OPTIONS	840.00
TOTAL VEHICLE & OPTIONS	21,740.00
DESTINATION & DELIVERY	725.00

 This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit www.fordautoinsurance.com for availability in your state.

Ford Motor Company
Insurance Services

TROPHY CASE

QUALITY THAT CAMRY, ACCORD AND
ALTIMA CAN'T BEAT.*

*BASED ON CUMULATIVE SURVEY DATA OF 2008MY FORD
AND COMPETITIVE OWNERS AT 3 MONTHS IN SERVICE AMONG VEHICLES
REGISTERED BETWEEN 9/07-5/08.

TOTAL MSRP \$22,465.00

GOVERNMENT SAFETY RATINGS

Frontal crash driver ★ ★ ★ ★ ★
Crash passenger ★ ★ ★ ★ ★

Star ratings based on the risk of injury in a frontal impact.
Frontal ratings should ONLY be compared to other vehicles of
similar size and weight.

Side Front seat ★ ★ ★ ★ ★
Crash Rear seat ★ ★ ★ ★ ★

Star ratings based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Star ratings based on the risk of rollover in a single vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or call 1-888-327-4236

**NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS**



SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

3	F	A	H	P	0	H	A	8	A	R		0	4	0	4	1	1	0	9	1	9	0	9
Vehicle Identification Number												Signature Date				Warranty Start Date							
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No												IPP - Terms <input type="checkbox"/> 5 <input type="checkbox"/> 11 <input type="checkbox"/> 17				<input type="checkbox"/> CPO <input type="checkbox"/> Incomplete Vehicle <input type="checkbox"/> 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: PremiumCARE	60	75,000	09-19-2014	75,000	\$	\$	\$
Other Plans:					\$	\$	\$
Current Mileage: 33,444	*Current Hours:	*Expiration Hours:		Total	Total	Total	
				\$	\$	\$	

*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 maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder/Purchaser Signature (not valid without signature) _____ Signature Date _____

_____, North Aurora, IL _____

Service Contract Holder/Purchaser Name and Address _____

Service Contract Lienholder Name _____

SECTION F - DEALERSHIP INFORMATION

RAV FAST PO BOX 6045 DEARBORN, MI 48121 ()

Dealership Name and Address _____

Phone Number _____

Dealership Signature _____

EMPLOYEE STARS ID _____

P&A Code _____

ESP 8240-Nat App/Provs - (Oct 10) (Previous Editions May Not be Used)

CUSTOMER COPY

Ex C.

PE14-030 000663LC

NOTICE TO SERVICE CONTRACT HOLDER (MISSISSIPPI ONLY):
IMPORTANT NOTICE ABOUT YOUR SERVICE CONTRACT COVERAGE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING
INFORMATION CAREFULLY.

Arbitration may only proceed on an individual basis, and may not be consolidated with other arbitrations or accorded any class action status.

A) This Service Contract Agreement, including the Application, invokes arbitration under the Federal Arbitration Act. Either You or We may elect binding arbitration to resolve disputes under this Service Contract Agreement.

B) If either You or We decide to arbitrate a dispute regarding any aspect of this Service Contract Agreement or the Application and the sale of the service contract, an arbitrator will resolve the dispute. If arbitration is selected to resolve the dispute, both parties waive their rights to resolve the dispute in a court proceeding.

C) In an arbitration, one or more of the arbitrators (who are neutral decision-makers) render a decision after hearing the arguments from all parties. Arbitration takes the place of a trial and disputes are decided by arbitration, not a judge or jury.

D) You and We are bound by the decision of the arbitrator and the results of the arbitration are binding and final and may not be appealed to a court.

E) If You need additional information regarding the arbitration provision in the Service Contract Agreement, please call the toll free assistance line at 800-392-FORD.

F) You have 5 days from delivery of this Service Contract Agreement to reject the Service Contract Agreement if You do not want to accept this binding arbitration provision. If You reject the Service Contract Agreement, You do not have the service contract coverage it provides and You are entitled to a full refund of the amount You paid. If you do not reject the Service Contract Agreement within 5 days, you have accepted it.

We will pay your total reasonable arbitration fees and expenses. Arbitration proceedings must commence no later than 120 days after the first notification by You or US of an election to arbitrate a dispute. Unless You and We agree otherwise, all arbitration proceedings will be conducted at a location in the county of Your residence.

I acknowledge that I have read and understood the foregoing notice regarding binding arbitration:

Service Contract Holder Signature (Service Contract is not valid without signature)

NOTICE TO SERVICE CONTRACT HOLDER (WASHINGTON ONLY):

- ____ 1) In order to maintain your coverage under this Agreement, You must maintain the Vehicle consistent with the schedule and record keeping requirements contained in the Provision entitled **"Your Responsibilities For Care of the Vehicle."**
- ____ 2) The work and parts provided by this Agreement depend on the coverages You have elected. Detailed discussions of the work, services and parts provided are contained in the National Provisions. See this Agreement's Table of Contents for the location of each Provision:
(a) Roadside Assistance Coverage, (b) What this Agreement Covers, (c) Covered Items - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE, Component Wrap Coverages, RentalCARE, Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus Coverages.
- ____ 3) The Time and Mileage Limitations of this Agreement are contained in this Application in the Section entitled **"Coverage Term and Cost."**
- ____ 4) The Vehicle's **IMPLIED WARRANTY OF MERCHANTABILITY NOT WAIVED:** The Implied Warranty of Merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Vehicle from the dealer who also sold the Vehicle.
- ____ 5) The work, services or parts are not covered by this Agreement are contained in the Provision entitled **"What is Not Covered by this Agreement."**
- ____ 6) Rights to return this contract for a refund are contained in the Provisions entitled: **"Your and Our Rights to Cancel this Agreement and Related Refunds."**

I acknowledge that I have read the provisions referenced in items 1 through 6 above by initialing each provision.

TERMS AND CONDITIONS

A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

In all states except AK, AR, ID, ME, MA, and NJ, all service contract obligations, including Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, DC, Kansas, Indiana, Minnesota, Nebraska, Rhode Island, Washington and Wisconsin, all service contract obligations for Competitive Make Vehicles, including the Application are between Us and You.

You may contact Us at the following address:

Ford Motor Service Company
Extended Service Plan Headquarters
P.O. Box 6045
Dearborn, Michigan 48121

Toll-free number 800-392-3673

FULL FAITH AND CREDIT STATEMENT: In all states except those specifically referenced in D below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY OR SELLING DEALER): In the states of AR and ID, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of AK, CO, DC, IN, KS, ME, MA, MN, NJ, RI, WA, and WI, all service contract obligations on Ford, Lincoln and Mercury products are between US and YOU. In the states of AK, ME, MA, and NJ, and, all service contract obligations on Competitive Make Products are between the Selling Dealer and You. You may contact us at the following address:

Ford Motor Company
Extended Service Plan Headquarters
P.O. Box 6045
Dearborn, Michigan 48121

You may contact the Selling Dealer at the address shown on the Application for the Selling Dealer.

FULL FAITH AND CREDIT STATEMENT: In the states of AR and ID all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company. In the states of AK, CO, DC, IN, KS, ME, MA, MN, NJ, RI, WA and WI, all service contract obligations under this Agreement on Ford, Lincoln and Mercury products are backed by the full faith and credit of Ford Motor Company. Complimentary Plans are also backed by the full faith and credit of Ford Motor Company.

C. INTRODUCTION & PARTIES (Florida only): This service contract, including the Application, (this "Agreement") on Ford, Lincoln and Mercury vehicles is between Ford Motor Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida license number is 60018. You can contact Us at the address referenced in 1B above. All service contract obligations on competitive make vehicles is between The American Road Insurance Company and You. The Certificate of Authority Number is 09079 for The American Road Insurance Company. You can contact The American Road Insurance Company at the address referenced in 1D.

D. INSURED AGREEMENT STATEMENT: In the states of Connecticut and Mississippi, all service contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. In the states of AK, CO, IN, ME, MA, MN, NE, NJ, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company

P.O. Box 6045

Dearborn, Michigan 48121

Policy Number: 61-3110-700-001 and all applicable endorsements

E. ADMINISTRATION: All service contract obligations under this Agreement are administered by:

Ford Customer Service Division
16800 Executive Plaza Drive
Dearborn, Michigan 48126

F. ENTIRE AGREEMENT: This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

G. INSURER "CUT-THROUGH" BENEFITS: If any insured service contract repair or reimbursement claim has not been completed within 60 days from the date You filed a claim with the Selling Dealer or Us, You may make a claim directly against The American Road Insurance Company for the cost of your repairs (including all sums which We are legally obligated to pay to You), subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance. You may not make a cut-through claim against The American Road Insurance Company for a Complimentary Plan.

H. DEFINITIONS: In this Agreement, the following capitalized terms have the meanings assigned to them:

Branded Vehicle means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

Certified Pre-Owned (CPO) Vehicle Upgrade Coverage means a new core service contract on a Ford, Lincoln or Mercury vehicle purchased for an additional price that may provide additional component coverage or longer term and mileage benefits beyond the manufacturer's certified warranty.

Commercial Use means the Vehicle is: (i) used primarily for business purposes, by an individual or multiple drivers; or (ii) designated by the Selling Dealer as a vehicle sold for

Commercial Use when reported to the vehicle's manufacturer. Ford, Lincoln or Mercury vehicles reported sold with delivery codes: "3", "4", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "Z" are vehicles used for Commercial Use.

Competitive Make Vehicle means any vehicle other than a Ford, Lincoln or Mercury vehicle.

Component Wrap Coverage (Kia/Hyundai/Mitsubishi only) means ExtraCARE or PremiumCARE coverage for any component not covered under the Original Equipment Manufacturer's Powertrain Warranty.

CORE Coverages means PowertrainCARE, BaseCARE, ExtraCARE, and PremiumCARE coverage plan.

Disappearing Deductible means a deductible option under which there is no deductible charged for each Eligible Repair Visit when services are performed by the Selling Dealer.

Eligible Maintenance Visit means a single visit to a dealer or other service provider for maintenance to the Vehicle covered by this Agreement.

Eligible Repair Visit means a single visit to a dealer or other repair provider for service or repair of a failure to the Vehicle covered by this Agreement.

Emergency Service or Repair means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln Mercury dealership.

Emergency Travel Expenses means the costs of Your meals, lodging, car rental and commercial transportation to Your destination and the return trip to retrieve Your Vehicle after it is repaired.

Failure means a cessation of normal functioning of the Vehicle or components covered by this Agreement that arise from defects in materials or workmanship or caused by wear and tear covered by this Agreement.

Hours means an alternate measure of mileage to determine coverage plan expiration for which 1 hour equals 25 miles.

Incomplete Vehicle means a Vehicle with the first three VIN positions of with 1FC, 1FD, 1F6, 1MH, 2FC, 2FD, 2MH, 3FC, 3FD, 3FE and 3FR (except body types E14, E24, S24, E31, S31, E34 or S34).

New Vehicle Limited Warranty means the manufacturer's original limited bumper to bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

Provider Fee means the consideration paid for a service contract.

Reimbursement Insurance Policy means a policy of insurance that is issued to a service contract provider to provide reimbursement to the service contract provider for all service contract obligations.

RentalCARE Coverage means reimbursement for vehicle rentals due to repairs covered under the manufacturers' warranty or recalls.

Retail Value of the Vehicle means the retail value of the Vehicle at the time of repair or service, as determined by "National Auto Dealers' Association (N.A.D.A.) Guide", taking into consideration the location, mileage and condition of the Vehicle.

Scheduled Maintenance Services means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

Selling Dealer means the authorized Ford or Lincoln Mercury dealership that sold You the service contract represented by this Agreement.

Service Contract means a contract or agreement for consideration above the lease or purchase price of the Vehicle for a specific duration to perform the repair, replacement, or maintenance for operational or structural failure due to a defect in materials or workmanship, or normal wear and tear.

Service Contract Holder or Purchaser means a person who is the purchaser or holder of a service contract.

Service Contract Provider means a person who is contractually obligated to the service contract holder under the terms of the service contract.

Signature Date means the date You signed the Application to this Agreement.

Snow Plow Factory Option means any new and used F-150, Ford F-250, F-350, F-450 and F-550 trucks that are equipped with Snow Plow Prep Package models 53C, 86M, 473, or 627 (770 Payload Group-V), 862, 863, 864, 62B, 62S, 63A, and 47S or any snow plow package that is the equivalent of the Snow Plow Prep Package models.

Super Duty Coverage means a Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus coverage plan on an eligible Ford F-250, Ford F-350, Ford F-450, or Ford F-550 truck, a Ford E-250, Ford E-350, Ford E-450 or a Ford Excursion equipped with a 4.5L, 6.0L, 6.4L, and 6.7L Power Stroke engine.

Vehicle means the vehicle identified in the Application by the VIN and in the State of Washington subject to registration under chapter 46.16 RCW.

Vehicle Identification Number (VIN) means the 17 alpha-numeric identifier assigned to a motor vehicle by the manufacturer.

Warranty Start Date, for the New Vehicle Limited Warranty, means the date on which the Vehicle was placed into service. If the Vehicle was used by the dealership as a demonstrator unit, the Warranty Start Date is the date the Vehicle was placed into service as a demonstrator unit.

Zero Miles means the starting mileage for the calculation of the expiration of all New Vehicle Limited Warranties. For benefit determinations, all New Vehicle Limited Warranties are considered to begin with zero miles on the Vehicle.

4. DEDUCTIBLES, STANDARD & OPTIONAL

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

OPTIONAL DEDUCTIBLES

Deductible options are not available on Incomplete Vehicle Coverages, CPO Upgrade Coverage on Competitive Make Vehicles, Super Duty Coverages and RentalCARE Coverages.

WHAT THIS AGREEMENT COVERS: Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan and Coverage You elected, service and repairs (including parts and labor costs) will be provided as referenced herein. We will either: (a) service Your Vehicle; (b) repair or replace covered Failures or (c) reimburse You for the Vehicle's servicing or for the repair or replacement of covered Failures and repairs needed to a non-covered component caused by the Failure of a covered component. We may inspect the Vehicle before performing any service or repairs and inspect parts that are serviced, repaired or replaced.

A. COVERED ITEMS - "PowertrainCARE"

You elected PowertrainCARE, the following items are covered except for Kia, Hyundai and Mitsubishi Component Wrap Coverages:

Engine - Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder heads, manifold (Exhaust and Intake), manifold and bolts, factory installed turbocharger/supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing. **EXCEPTIONS: CARBURETION AND FUEL INJECTION COMPONENTS ARE NOT COVERED.**

Transmission - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals and gaskets.

Front-Wheel Drive - Final drive housing and Rear Axle Housing for AWD (including all internal parts), universal and constant velocity joints, front-wheel bearings, axleshafts, locking rings (four-wheel drive vehicles), seals and gaskets, automatic front locking hubs (four-wheel drive), rear wheel bearings.

Rear-Wheel Drive - Drive axle housings and Front Axle Housing for 4X4 (including all internal parts), universal and constant velocity joints, rear-wheel bearings and retainers, axle shafts, seals and gaskets, driveshafts, front-wheel bearings.

B. COVERED ITEMS - "BaseCARE"

You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

Odometer & Speedometer - Coverage is provided for both the odometer and speedometer, including all cables and connectors.

Engine - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

Transmission - Governor Assembly.

Steering - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control arms, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm.

Suspension - MacPherson struts (front or rear), upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball joints, kingpins and bushings, spindle and spindle supports. **NOTE: This coverage includes only the items listed in this paragraph and does not include either front end alignments or wheel balancing, unless the repair to such items is required in conjunction with the repair of a Failure.**

Brakes - Master cylinder, calipers and wheel cylinders, combination valve, metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self adjusters, parking brake linkage and cables, brake pedal shaft. **NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in conjunction with the repair of a covered Failure.**

Air Conditioning - Compressor, condenser, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and belt coil.

Electrical - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and electrical components of a heated backglass. **NOTE: Heated backglass coverage is for electrical components only and does not include general glass damage or breakage.**

C. COVERED ITEMS - "ExtraCARE"

You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

Engine - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

Electrical - Distributor assembly.

High Tech - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake module and sensor, automatic temperature control, compass and thermometer read-out displays, distributor cap and rotor, electronic air suspension (switch-vacuum pump, control-assembly suspension air spring, spring & solenoid assembly front suspension, air spring solenoid, o-ring solenoid, left/right-front spring, dryer assembly, sensor air level, air line protector, spring-load leveling, control module-air suspension, sensor right/left air suspension leveling, air suspension quick connect, air line repair kit, switch-right/left air suspension leveling, o-ring suspension air spring dryer, silencer-air suspension, wire assembly air suspension switch, front spring air suspension and rear spring air suspension), electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), fuel tank and lines, diesel injectors and lines, heater blower motor and core assembly, keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, radiator, radiator fan, radiator fan clutch or motor, speed control, engine mounts, transmission vacuum module and mounts, and external transmission module.

D. COVERED ITEMS - "PremiumCARE"

You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded in the Provision titled: "WHAT IS NOT COVERED BY THIS AGREEMENT".

E. COVERED ITEMS - Component Wrap Coverage (Kia/Hyundai/Mitsubishi only)

You elected Component Wrap Coverage, You have ExtraCARE or PremiumCARE coverage for all components not covered under the Original Equipment Manufacturer's Powertrain Warranty. Please review Your Original Equipment Manufacturer's Owner's

Guide for Powertrain coverage. Component Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

5F. COVERED ITEMS - NEW PLAN "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$30 per day on Ford, Mercury and Competitive Make vehicles and \$36 per day on Lincoln vehicles that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired provided, however: (i) the service or repair is: (1) covered under the New Vehicle Limited Warranty or (2) the result of a manufacturer's recall or customer satisfaction program and (ii) the vehicle must be rented from a Ford or Lincoln Mercury dealership or other commercial agency that rents or leases motor vehicles as its principal business. RentalCARE coverage will begin when You deliver the Vehicle to the Selling Dealer or other dealer that has a franchise from an original equipment manufacturer. To determine the (3) day coverage period, the first day of coverage is the day after You deliver Your Vehicle for repair or service.

If You elected a RentalCARE Coverage plan with a mileage term that exceeds the 3 year or 36 month bumper to bumper New Vehicle Limited Warranty, You will receive PremiumCARE coverage upon expiration at the earlier of 3 year or 36 month bumper to bumper New Vehicle Limited Warranty, for the additional mileage term selected.

5G. COVERED ITEMS - Ford Super Duty Diesel EngineCARE

If You elected Ford Super Duty Diesel EngineCARE, the following items are covered:

Crankcase, oil cooler, cylinder block, cylinder heads, cylinder head gasket, EGR cooler, factory installed turbocharger, fuel injection pump, fuel injection pressure regulator, fuel injectors, internal lubricated parts, oil pump, timing chain cover, and timing chain (gears or belt).

5H. COVERED ITEMS - Ford Super Duty Diesel EngineCARE Plus

If You elected Ford Super Duty Diesel EngineCARE Plus, the following additional items are covered:

Flywheel, manifold (exhaust and intake), manifold and bolts, oil pan, seals and gaskets, thermostat, thermostat housing, valve covers, and water pump.

6. ADDITIONAL BENEFITS

6A. ROADSIDE ASSISTANCE COVERAGE - Only available with the following NEW AND USED CORE PLAN COVERAGES, COMPONENT WRAP COVERAGE PLANS, OR SUPER DUTY COVERAGE PLANS:

For all New and Used Core Plans, Component Wrap Coverages, and Super Duty Plans covering E and F-250 vehicle series, We contracted with Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc. ("Cross Country"), licensed automobile clubs, to provide roadside assistance to You as part of this Agreement. Cross Country's address is P.O. Box 9145, Medford, MA 02155. For all Super Duty Plans covering E and F-350 series and higher, We contracted with Coach-Net Services Group, Inc. ("Coach Net") a licensed automobile club, to provide Roadside Assistance to You as part of this Agreement. Coach-Net's address is 900 North Lake Havasu Avenue, Lake Havasu, Arizona 86403. Cross Country and Coach Net shall hereinafter be collectively referred to as "Ford Roadside." Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford Roadside 24 hours a day, 7 days a week. To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673. Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ford Roadside or Us.

1. ROADSIDE ASSISTANCE ITEMS

ITEMS COVERED: Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts, provided that coverage is limited to 3 "no charge" service calls during a 12 month period (electric vehicles with main power cell batteries will be provided 3 "no charge" tows to either the nearest servicing facility, Your residence, or a charging station in place of any battery jump start service); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; and (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement. We will pay up to \$200 for towing a Hybrid vehicle.

ITEMS NOT COVERED: Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except for an out of fuel assistance call provided in section 6.1(d) herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas).

WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH:

- 1) Your name, address and the VIN;
- 2) the exact location of the Vehicle; and,
- 3) the nature of Your emergency.

LIMIT OF LIABILITY: If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement (up to \$200 for towing a Hybrid vehicle) for the emergency expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford Roadside at the address shown herein.

2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$500 for the actual Emergency Travel Expenses You incur within the first 72 hours following the disablement.

DESTINATION ASSISTANCE - If the vehicle is disabled because of a collision or failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75.

REPAIR REIMBURSEMENT - You may receive reimbursement expenses under "EMERGENCY TRAVEL EXPENSE REIMBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the disablement. You must send to Ford Roadside at the address shown herein a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police if the disablement is caused by a collision; (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle's New Vehicle Limited Warranty (if the disablement is due to a Failure).

B. TOWING REIMBURSEMENT - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford Roadside will pay the towing costs if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You elect in the Application. If You select CORE Coverages or Super Duty Coverages the towing reimbursement is limited to \$100 per incident. For hybrid vehicles, towing is limited to \$200 per incident.

C. RENTAL CAR REIMBURSEMENT: ON NEW AND USED CORE COVERAGES, COMPONENT WRAP COVERAGES, OR SUPER DUTY COVERAGES - You may be eligible for rental car reimbursement if: (i) the servicing or repair facility determines that the service or repair is: (a) covered under this Agreement or a New Vehicle Limited Warranty and any extended powertrain warranty, or (b) the result of a Ford Motor Company manufacturer's recall, and (ii) You rent the vehicle from a Ford or Lincoln Mercury dealership or other commercial agency.

If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable if it was continued to be operated.

If You meet all of the eligibility requirements set forth herein, We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first.

Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and ends when the repair is completed.

1D. FIRST DAY RENTAL - If Your Vehicle is a Ford, Lincoln or Mercury Vehicle, You received First Day Rental with Your **NEW OR USED CORE COVERAGES AND CPO UPGRADE COVERAGE**. We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

We will not reimburse You for any vehicle rental charge(s) incurred before the Signature Date of this Agreement or upon completion of Your repair.

1E. ENHANCED RENTAL OPTION: This option is available on all **NEW AND USED CORE COVERAGE**, (except Police Plan coverage), **RENTALCARE COVERAGES AND SUPER DUTY COVERAGE**.

If You purchased the Enhanced Rental Option with any of the Coverages referenced above, We will reimburse You for vehicle rental charges You actually incur up to \$75 per day for up to 10 days for all plans except RentalCARE and for up to 3 days on RentalCARE or until the repair is complete, whichever occurs first. Enhanced Rental Option starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

7. WHAT IS NOT COVERED BY THIS AGREEMENT: Unless stated otherwise (See **STATE SPECIFIC** provisions for additional exclusions or changes), this Agreement does NOT cover:

- a) Repairs covered by manufacturer recalls or any insurance or warranty;
- b) Service adjustments and cleaning not made with a covered repair;
- c) Repairs to any engine, transmission and final drive components for damages caused by an after-market turbocharger or supercharger or other performance enhancing powertrain components including but not limited to Ford racing parts or accessories;
- d) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel and repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- e) Repairs caused by collisions or other physical damage to the Vehicle, unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source), damage from fire or explosions, road hazards, other casualty losses, or losses due to negligence, racing or Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer (any part or accessory that is not permanently affixed to the Vehicle at point of sale); (2) tampering with the Vehicle or the emissions systems and components; (3) the installation or use of any part not approved, certified or authorized by the Vehicle's manufacturer or any repair caused by after-market (non-factory approved) PCM reprogramming; or (4) any part designated for "off-road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, aftermarket wheels that do not provide equivalent fit and function as the original equipment installed by the manufacturer, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components;
- f) Damage caused by the environment and pollution, including airborne fallout, corrosion chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- g) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- h) Any Incomplete Vehicle plan or Diesel Equipped Vehicle plan that exceeds the selected hour parameter for coverage expiration.
- i) Repairs caused by lack of required or recommended maintenance;
- j) Scheduled Maintenance Services;
- k) Repairs needed to a covered part caused by the Failure of a non-covered part;
- l) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;

m) Loss of use of the Vehicle, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);

n) Mileage charges, drop-off fees, insurance, or gasoline;

o) State or local taxes for Rental Car Reimbursement, First Day Rental, Enhanced Rental Option or RentalCARE coverage;

p) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;

q) Repairs to the Vehicle performed outside of the United States, District of Columbia, Guam, Puerto Rico or Canada;

r) Repairs required as a result of operation outside the United States, District of Columbia or Canada;

s) Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection;

t) Shop supplies and disposal of environmental wastes from the Vehicle;

u) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts are voided, in whole or part, (2) the Vehicle is a Branded, Totaled or Salvaged Vehicle, or (3) if We cannot determine the VIN.

v) The following are not covered by this Agreement: Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren, Rolls Royce, Acura, Audi R8, R9, any model with 8 or more cylinders, BMW 6 series, 7 series, M series, Z8, Cadillac V series, XLR, and model with 4.1 liter engine, Chevrolet Corvette Z06, Corvette ZR1, Chrysler SRT, Dodge SRT, Stealth, and Viper, Ford Foose F-150, GT, Mustang, Cobra R, Roush Stage 2/Stage 3/427R, Shelby GT 500KR, Supersnake, and all Saleen modified vehicles, Hummer, Jaguar XJ series and XK series, Jeep SRT, Land Rover, Range Rover Supercharged, Range Rover Sport Supercharged, Lexus LF-A, Mercedes-Benz AMG, CL Class, G Class, Kompressor, S Class, and SLK Class, Mitsubishi 3000 series, Nissan GT-R, and Volkswagen Phaeton and any model with W12 engine. Taxis, limousine/ivery, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, and 4X2-equipped vehicles modified with 4X4 AWD capabilities. Additional exclusions for Used Core Plans include police, fire, shuttles and tow trucks. Additional exclusions for New and Used Core Plans include all vehicles built with the first three VIN positions of 1FC, 1FD, 1FG, 1MH, 2FD, 2L1, 2LJ, 2MH, 3FD, and 3FR. Additional exclusions for competitive make vehicles (non-Ford, Lincoln, and Mercury) include police, fire, ambulance, tow truck, rental, shuttle and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis), and all vehicles equipped with snow plows. Additional exclusions for Police vehicle plans include all Competitive Make vehicles. Additional exclusions for Incomplete Vehicle plans include all Competitive Make vehicles, all Ford vehicles higher than a F-750 on BaseCARE and PowertrainCARE plans, all Ford vehicles F-650 and higher on ExtraCARE and PremiumCARE plans, and all E series vehicles with body codes E14, E24, E31, E34, S31, S34, and S24, and all Low Cab Forward vehicles.

w) Service adjustments and cleaning, batteries of all types and cables, belts, hoses, hose clamps, brakes (front hub, drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), spark plugs, spark plug wires, squeaks and rattles, tires, two-ups, wheel balancing, wheel alignment, LED lights, shock absorbers and compressed natural gas/liquid propane fuel system conversion components are excluded from this Agreement.

x) Service adjustments fixed (non-moving) body parts, bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers and ornaments, convertible top, fabric, liners, zippers, fasteners, buttons, carpets, dash pad, door, wiper blades and window handles, knobs, rearview mirror (glass and housing), trim and upholstery.

y) Costs or expenses for the teardown, rental expense, inspection or diagnosis of Failures not covered by this Agreement.

8. REPAIR INFORMATION

8A. WHERE TO GO FOR REPAIRS: (1) Unless You need an Emergency Repair or Service, We recommend that You return to the Selling Dealer to obtain repairs or service to Your Vehicle. However, You may obtain repairs or service to the Vehicle under this Agreement from any Ford Lincoln or Mercury franchised dealership in the United States or Canada.

If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford or Mercury dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement.

(2) If the Vehicle should need Emergency Service or Repair and the vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln Mercury dealerships within a 25 mile radius are closed.

(3) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact 1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your refund.

8B. REPAIRS & MAINTENANCE SERVICES ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS: All repairs and covered maintenance services will be made with Ford authorized new or remanufactured parts or other products We authorize.

8C. LOSS LIMITS: We will pay up to the Retail Value of the Vehicle for all service contract repairs for CORE Coverages, Component Wrap Coverages and Super Duty coverages for each Eligible Repair Visit. We will also pay fair and reasonable parts cost and labor time and rates.

9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE: To obtain coverage or reimbursement for under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN and the maintenance that was performed.

Scheduled Maintenance Service require periodic service checks based on mileage intervals and the make and model of Your vehicle. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

J. INELIGIBLE OR EXCESS COVERAGE: If You were charged for coverage for which our Vehicle is ineligible or coverage in excess of the maximum allowed under this agreement, We will refund the excess charge. If You financed Your Agreement We will and the refund to Your lender with instructions to credit Your loan. You will be notified of the refund and the termination of any ineligible or excess coverage.

I. CONTRACT MODIFICATIONS & CHANGES: Provided your coverage under this agreement has not expired or been otherwise limited, it may be modified or changed by us, as shown below:

NEW CORE COVERAGE AND SUPER DUTY PLANS:

For all Ford, Lincoln or Mercury Vehicles and Super Duty Vehicles, You may change Your coverage under this Agreement:

- (i) before the expiration of the New Vehicle Limited Warranty; or
- (ii) within the first 90 days after the Signature Date, whichever date (i) or (ii) is later.

For all Competitive Make Vehicles, You may change Your coverage under this Agreement:

- (iii) before the expiration of the first 3 years from the Warranty Start Date or within the first 36,000 miles from Zero Miles; whichever occurs first; or
- (iv) within the first 90 days after the Signature Date, whichever date (iii) or (iv) is later.

For New Core Coverage Plans, Super Duty Coverage Plans, Police Coverage Plans and Incomplete Coverage Plans We will charge a fee for changes to coverage that are made after 12 months after the Warranty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

USED CORE COVERAGE PLANS:

You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

1A. TRANSFERABILITY: You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$75 transfer fee and if You or the transferee of this agreement initiates the transfer process and provides the following items to any Ford or Lincoln Mercury dealer or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days of the vehicle sale:

- a) a letter, signed by You, transferring this Agreement to the transferee;
- b) a statement of the mileage on the Vehicle at the time of transfer; and
- c) the name and address of the transferee;

You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.

2. CANCELLATION AND REFUND

A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

1) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 60th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this agreement, minus a \$75 processing fee for each plan cancelled.

2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 60th day from the Signature Date, a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer will divide the purchase price You paid for the agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a \$75 processing fee for each plan cancelled.

3) If the Selling Dealer is no longer in business, then You may submit a written request to Us at the address referenced in 11A.

4) You may not cancel the options You purchased without canceling the entire agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund. If we provided this Agreement to You at no cost, You are not entitled to a refund.

5) If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name.

3) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this agreement, We will refund the purchase price on a Pro Rata basis. If We provided this agreement at no cost, You are not entitled to a refund.

3. DISPUTE RESOLUTION & ARBITRATION: Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group our dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP. If there is a conflict between the Rules and this Agreement, this agreement shall govern.

You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

4. STATE SPECIFIC PROVISIONS: The following provisions are applicable in the states set forth below and modifies only those specific terms referenced. All other terms and conditions are unchanged.

14.01 For Agreements in ALABAMA, HAWAII, MINNESOTA, MISSOURI, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, and WYOMING:

12A. (5) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: In New Mexico, if You have not received your refund amount within sixty (60) days of your

cancellation request, and within forty five (45) days of Your cancellation request in AL, HI, MN, SC, TX and WY, and within thirty (30) days of Your cancellation request in MO and NY, You are entitled to receive ten percent (10%) of the refund amount outstanding for every month that the refund is delayed.

14.02 For Agreements in ALABAMA, HAWAII, MINNESOTA, MISSOURI, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, VERMONT, AND WYOMING:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

14.03 For Agreements in HAWAII, MINNESOTA, MISSOURI, MONTANA, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TEXAS AND WYOMING:

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: In HI, MN, MT, NC and TX, We may cancel this Agreement within 5 days prior written notice, 10 days prior written notice in WY, and 15 days prior written notice in MO, NY and SC when sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- (a) You failed to pay the purchase price of this Agreement;
- (b) You materially misrepresented any fact or circumstance to Us; or
- (c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

14.04. ALABAMA:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If You have not made a claim, and the Selling Dealer did not receive notice of cancellation within 30 days from the date the Selling Dealer mailed or delivered this Agreement to You, We will charge You a cancellation processing fee not to exceed \$25.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement with five (5) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- a) You failed to pay the purchase price for this Agreement; or
- b) You materially misrepresented any fact or circumstance to Us

14.05. CALIFORNIA:

1A. CALIFORNIA LICENSE NUMBER DISCLOSURE:

THE CALIFORNIA LICENSE NUMBER OF FORD MOTOR SERVICE COMPANY IS 0C41369.

CALIFORNIA DEPARTMENT OF INSURANCE CONTACT INFORMATION: If any promise made in this contract has been denied or has not been honored within 60 days after Your request, You may contact the California Department of Insurance at 1-800-927-4357.

2B. SALES TAX: Sales tax is not applicable in California.

7. WHAT IS NOT COVERED BY THIS AGREEMENT

s. Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection.

8D. CLAIMS APPROVAL: A valid claim will not be denied based solely on a failure to obtain claim approval before commencing the repair if the repair facility reasonably attempted to obtain approval.

12A. (1) (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of odometer reading, on or before the 60th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

(1) (B) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 60th day from the Signature Date and a claim has been filed under this Agreement, the Selling Dealer will divide the purchase price You paid for this Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused months or miles, whichever is greater, and refund this amount ("Pro Rata" basis) to You or Your lender.

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 60th day from the Signature Date the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will issue a Pro Rata refund to You or Your lender, minus a cancellation processing fee equal to the lesser of \$25 or 10% of the purchase price.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement at anytime during the term of this Agreement if You fail to pay the purchase price of this Agreement or for any material misrepresentation or fraud. We will provide written notice, stating the specific grounds for cancellation, to You at Your last known address. This Agreement will no longer be valid five days after the postmark date of the notice. If any refund is owed, a Pro Rata Refund will be issued to You or Your lender within thirty days of the cancellation date. If we cancel this Agreement for any of the reasons stated above, We will honor any claims for repair or reimbursement if submitted to Us prior to the effective date of cancellation, if eligibility requirements are met.

13. DISPUTE RESOLUTION & ARBITRATION - Either You or We may choose to have any dispute related to this Agreement, or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125.

You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to California law applicable to consumer contracts and the California Arbitration Act (CCP section 1280 et. seq.). Any arbitration decision shall be in writing with a supporting opinion.

4.06. CONNECTICUT:

WHAT THIS AGREEMENT COVERS: If Your Vehicle is in Our custody being repaired, coverage under this Agreement will be extended until the repair to Your Vehicle is complete if this Agreement expires within one year of purchase pursuant to SECTION D of the Application "COVERAGE TERM AND COST".

A. WHERE TO GO FOR REPAIRS: (3) In house service is not provided under this agreement. You are responsible for any costs to transport the covered Vehicle for service that exceed the towing allowances referenced in Section 6A. of this Agreement.

2A (6). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: This agreement is cancelable if the covered Vehicle is returned, sold, lost, stolen, or destroyed.

3. DISPUTE RESOLUTION & ARBITRATION: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and Us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement.

4.07. FLORIDA:

B. FRAUDULENT CLAIM NOTICE: Under the Code, any people who, with the intent to injure, defraud or deceive any insurer, knowingly files an application for coverage or a statement of claim that contains false, incomplete or misleading information is guilty of a felony of the third degree.

C. FLORIDA OFFICE OF INSURANCE REGULATION: The Florida Office of Insurance Regulation does not regulate the rates charged for any plans sold pursuant to this agreement. The Florida Office of Insurance Regulation does not regulate Maintenance Plans. Maintenance plan coverage is optional and may only be purchased in conjunction with the purchase of a motor vehicle service agreement plan. The purchase price of a Maintenance plan must be disclosed separate and apart from the premium of a motor vehicle service agreement plan.

D. DEDUCTIBLES, STANDARD AND OPTIONAL: In the event You have purchased the disappearing Deductible option and Your Selling Dealer is no longer in business, You may take Your vehicle to any Ford or Lincoln Mercury dealership for repair or service and Your disappearing Deductible will be honored.

1A. TRANSFERABILITY: You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$40 transfer fee and if You or if the transferee of this agreement initiates the transfer process and provides the following items to any Ford or Lincoln Mercury Dealer or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days of the vehicle sale:

- a letter, signed by You, transferring this Agreement to the transferee;
- a statement of the mileage on the Vehicle at the time of transfer; and
- iii) the name and address of the transferee;

You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.

2. CANCELLATION AND REFUND

A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

If We or the Selling Dealer receive a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date, We will cancel this Agreement and refund the purchase price You paid less any claims paid under this Agreement.

If We or the Selling Dealer receive a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, after the 60th day from the Signature Date, You will receive a refund of not less than 90% of the unearned pro rata premium less any claims paid under this Agreement.

If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name.

You may not cancel the options You purchased without canceling the entire Agreement and We will not charge You a cancellation processing fee. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:

We may cancel this Agreement within 60 days from this Agreement's Signature Date for any reason.

After 60 days from this Agreement's Signature Date, We may cancel this Agreement only for the following reasons:

- If You failed to pay the purchase price for this Agreement (in which case We must provide you notice of cancellation by certified mail);
- If You materially misrepresented any fact or circumstance to Us at the time of sale of this Agreement;
- If You substantially breached Your duties under this Agreement to maintain or use the Vehicle as prescribed by the Manufacturer;
- If Your failure to repair a tampered or disabled odometer on the Vehicle.

If We cancel this Agreement, We will make a refund of not less than one hundred percent (100%) of the unearned gross amount that You paid for this Agreement (equally pro rated basis) and We will not charge You a cancellation processing fee.

13. DISPUTE RESOLUTION & ARBITRATION - If the parties fail to agree on any matter concerning this Agreement or the Application or You allege damages under this Agreement or Chapter 634 of the Florida Statutes, then the matter shall be submitted to arbitration upon the written demand of either party. The parties may contact the Better Business Bureau (BBB) at 1-800-955-5100 or www.auto.bbb.org/ESP, to learn about or begin arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless both parties mutually agree to accept the arbitrator's decision as final. No suit shall be commenced in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to this Section 13. Each

claim must be arbitrated individually. If there is a conflict between the rules and this Agreement, this Agreement shall govern.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125. You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

14.08. ILLINOIS:

5. WHAT THIS AGREEMENT COVERS: Unless specifically provided in this Agreement, this Agreement does not cover "wear and tear."

12(A)(1)&(2): YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price less a cancellation processing fee, not to exceed 10% of the Agreement purchase price or \$50, whichever is less. If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rata basis") less paid claims to You or Your lender, and a cancellation processing fee that is the lesser of 10% of the Agreement purchase price or \$50 for each plan cancelled.

14.09. LOUISIANA:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written notice of cancellation within thirty (30) days from the date this Agreement was delivered or mailed to You, Selling Dealer will provide You with a full refund less a \$50 processing fee.

(2) If You cancel this Agreement after 30 days from the date the Agreement was delivered or mailed to You, You shall receive a refund on a "Pro-Rata" basis less a \$50 processing fee. For purposes of this section 12A. (2), "Pro Rata basis" will be determined by dividing the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater, multiply this dollar amount by the remaining unused miles or months, whichever is less.

14.10. MINNESOTA:

3. MINNESOTA USED VEHICLE NOTICE:

If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer,

A) the Vehicle had fewer than 36,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 60 days after the date You purchased the Vehicle or (ii) 2,500 miles, whichever occurs first.

B) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 36,000 miles but fewer than 75,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 30 days after the date You purchased the Vehicle or (ii) 1,000 miles, whichever occurs first.

C) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 75,000 miles from Zero Miles, the Selling Dealer is not required to warrant the Vehicle.

7. WHAT IS NOT COVERED BY THIS AGREEMENT: (Additional Exclusions or changes)

f) Damage caused by the environment and pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;

j) Scheduled Maintenance Services,

1. For New Vehicles - repairs resulting from the lack of required or recommended maintenance as contained in the Scheduled Maintenance Guide for your vehicle;

2. For Used Vehicles - repairs resulting from the lack of required or recommended maintenance, provided that, at the time the used Vehicle came into Your possession or control: 1) the Vehicle still retained its owner's manual; or, 2) You were offered a copy of the owner's manual for an incremental charge of ten dollars (\$10) or less; or 3) the maintenance requirements contained in the Scheduled Maintenance Guide were replaced with a new specific maintenance schedule.

l) Repairs to the Vehicle if the odometer

1. has been tampered with, but only if the tampering occurs while the Vehicle is in Your possession or control; or

2. If You have failed to have a broken odometer repaired, if the odometer failed while the Vehicle is in Your possession or control.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement with (5) days prior written notice sent to You at your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- You failed to pay the purchase price for this Agreement;
- You materially misrepresented any fact or circumstance to Us; or
- You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

d) if the VIN cannot be established because of actions for which You are responsible.

14.11. NEVADA

2B. SPECIAL NOTICE - RENEWABILITY: This Agreement is non-renewable.

8A. (4). Prior approval may be necessary for services depending on the total cost of the repair. If prior approval is required, Your servicing dealer will contact ESP Prior Approval Headquarters for authorization.

12 A. (1). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement. We will refund the purchase price of the Agreement within 45 days of written notice. If a full refund is not received within 45 days of Your written cancellation request, You are entitled to receive an additional 10% on the refund amount owed to You for each thirty day period.

2A. (2). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment, and statement of the odometer reading, after the 30th day or a claim as been filed at any time during the term of this Agreement from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your Lender, minus a \$75 processing fee.

2B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to either: (i) its stated term, or (ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement, at any time, within 15 days prior written notice when sent to You at Your last known address, if the cancellation is for any of the following reasons:

-) You failed to pay the purchase price for this Agreement;
-) You materially misrepresented any fact or circumstance to Us;
-) You were convicted of a crime that results in an increase in the service required under this Agreement;
-) There is a material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle that has been voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established); or
-) We discover (1) an act or omission by You, or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

4.12. NEW HAMPSHIRE:

B. SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: Please direct all questions or complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at either: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or (800) 852-3416.

4.13. NEW MEXICO:

2B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to either: (i) its stated term, or (ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement at any time, with fifteen (15) days prior written notice sent to You at your last known address, if the cancellation is for any of the following reasons:

-) You failed to pay the purchase price for this Agreement;
-) You materially misrepresented any fact or circumstance to Us;
-) You were convicted of a crime that results in an increase in the service required under this Agreement;
-) there is a material change in the nature or extent of the required service or repair that occurs after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established) or,
-) We discover (1) an act or omission by You or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

4.14. NEW YORK:

B. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.

4.15. NORTH CAROLINA:

2A. (1) & (2) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If we cancel this Agreement, the Selling Dealer will deduct from any refund (a) the cost of any claims paid under this Agreement and (b) a cancellation processing fee equal to 10% of the unearned purchase price pro rated based upon the unused months or miles of coverage remaining, whichever is lower.

4.16. OREGON:

B. COMPLAINTS: Unresolved complaints can be addressed to the Department of Consumer and Business Services, Oregon Insurance Division, Consumer Advocacy Unit, 50 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 888-877-4894.

3. DISPUTE RESOLUTION AND ARBITRATION: If You and We cannot agree to a claim settlement and You have exhausted all internal appeals, You and We may agree to have any dispute related to or arising from this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$100. You may employ an attorney to represent You in Arbitration, but an Attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to ORS 36.600-36.740. Arbitration will take place in the state of Oregon in accordance with Oregon laws unless You and We mutually agree to another location. All arbitration decisions shall be in writing with a supporting opinion.

4.17. SOUTH CAROLINA:

3. SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS ONLY): Please direct all questions or complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event that We do not timely resolve such matters, You may contact the South Carolina Office of Insurance at either: Post Office Box 30105, Columbia, South Carolina, 29202-3105, or (800) 758-3467.

4.18. TEXAS:

3. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.

2C. COMPLAINTS: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

14.19. WASHINGTON:

2A. INSURER CUT-THROUGH BENEFITS: You are not required to wait sixty (60) days to file a claim for service or other benefit owed pursuant to this Agreement directly with the insurer of this Agreement.

7. WHAT IS NOT COVERED BY THIS AGREEMENT:

i) Repairs to a covered part caused by the lack of required or recommended maintenance.

10. INELIGIBLE OR EXCESS COVERAGE: If You were charged for coverage for which Your vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement We will send the refund to Your lender with instructions to credit Your loan. We may cancel this Agreement within 60 days of this Agreement being mailed or delivered to You for ineligible or excess coverage. You will be notified of the refund and the termination of any ineligible or excess coverage.

12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

(1) If You have not made a claim under this Agreement and the Selling Dealer receives written notice of cancellation within 30 days after this Agreement was delivered or mailed to You, the Selling Dealer will provide you with a full refund of the purchase price paid.

(2) If You have not made a claim under this Agreement and You cancel this Agreement 30 days after the date this Agreement was delivered or mailed to You, You shall receive a pro rata refund of the unearned purchase price based upon the unused months or miles of coverage remaining, whichever is less, minus a \$25 cancellation processing fee.

(5) If the Selling Dealer does not pay You the full refund amount within 30 days of Our receipt of Your cancellation request, You are entitled to receive an additional 10% based on the refund amount owed to You.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement only within 60 days of this Agreement being mailed or delivered if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

12C. WHO ISSUES REFUND PAYMENTS: Refund payments will be made by the Selling Dealer, your leinholder, The American Road Insurance Company or Us.

13. DISPUTE RESOLUTION & ARBITRATION: Arbitration proceedings concerning this Agreement or the Application will be held at a location in the closest proximity to Your permanent residence.

13A. CIVIL ACTION: The State of Washington is the jurisdiction of any civil action in connection with this Service Contract.

14.20. WISCONSIN:

2B. WISCONSIN DISCLOSURE: This Agreement is subject to limited regulation by the Wisconsin Office of the Commissioner of Insurance.

12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

(1) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata" basis) to You or Your lender, minus a cancellation processing fee of \$75.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If We cancel this Agreement with ten (10) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- a) You failed to pay the purchase price for this Agreement
- b) You materially misrepresented any fact or circumstance to Us
- c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use. We are not required to give prior written notice.
- d) there is a material change in the nature or extent of the required service or repair that occurs after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been voided, in whole or in part, the Vehicle is a Branded Vehicle, or the VIN cannot be established)

13. DISPUTE RESOLUTION & ARBITRATION: You and We must mutually agree to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

14.21. WYOMING:

13. DISPUTE RESOLUTION & ARBITRATION: Any arbitration taking place in Wyoming will comply with the Wyoming Uniform Arbitration Act.

**THE ILLINOIS SPECIFIC PROVISION REFERENCED BELOW REPLACES AND IS MADE PART OF
THE OCT 10 VERSION OF FORM ESP-8240-NAT-APP & PROVS ENTITLED THE NATIONAL VEHICLE
SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS AS FOLLOWS:**

ILLINOIS:

1.

A (1) & (2): YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed during the term of this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price less a cancellation processing fee, not to exceed 10% of the Agreement purchase price or \$50, whichever is less. If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or a claim has been filed at any time during the term of this Agreement, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rata basis") to You or Your Lender and a cancellation processing fee that is the lesser of 10% of the Agreement purchase price or \$50 for each plan cancelled.

Norman H. Lehrer P.C.
429 West Wesley
Wheaton, Illinois 60187
630-462-0700

Norman H. Lehrer
Nancy J. Lehrer

630-462-0700
fax: 630-462-0838

William G. Hutul
A. Kathleen Barauski

May 24, 2011

Bob Rohrman's Schaumburg Ford
815 E. Golf Road
Schaumburg, Illinois 60173

Ford Motor Company
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Ford Motor Credit Company LLC
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Notice Of Demand/Revocation

Re: [REDACTED] v. Bob Rohrman's Schaumburg Ford,
Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by [REDACTED] of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR[REDACTED]. The vehicle was warranted through Ford Motor Company, and the purchase was financed through Ford Motor Credit Company.

The vehicle proved defective shortly after purchase, and repeated attempts at repair have been unsuccessful. The vehicle remains defective, and not roadworthy.

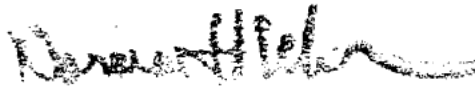
EXHIBIT D

PE14-030 000672LC

Additionally, a review of the sales transaction reveals that the sale involved violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, and the refusals by each of you to afford appropriate relief to [REDACTED], or to honor his request that the contracts be revoked/rescinded are unfair acts, in violation of the Consumer Fraud Act. On a prior occasion, when [REDACTED] insisted that the vehicle was defective and that he wanted to return it, Schaumburg Ford offered, through its management, to take the vehicle back, and substitute another vehicle, but change the interest rate on the Ford Credit loan from 0% interest to 4% interest. This is also an unfair act under the Consumer Fraud Act.

[REDACTED] has directed me to inform you that he is requesting that the contracts be rescinded; that he be compensated for his damages in the amount of \$35,000; and that you accept a return of the vehicle. This request will remain open for ten (10) days. If this case is not resolved within that time, I have been directed to file a lawsuit against each of you in the Circuit Court of Cook County, seeking compensatory damages, punitive damages, costs and attorneys fees, and other appropriate relief.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Norman H. Lehrer", with a stylized, flowing script.

Norman H. Lehrer

NHL.mh
cc: client

LAW OFFICES OF
SAVAIANO & SPEAR

105 FAIRBANK STREET • ADDISON, ILLINOIS 60101 • PHONE (630) 628-8770 • FAX (630) 628-7383

October 14, 2011

Transmitted Via Overnight Mail

*rec'd.
10-17-11*

Jody C. Banciu
Manager- Consumer Litigation
Ford Motor Company
Once American Road
Suite 402-A
Dearborn, MI 48126

RE: [REDACTED]

v.

BOB ROHRMAN'S SCHAUMBURG FORD, FORD MOTOR CREDIT et. Al. .

Mr. Banciu,

Our firm represents the Bob Rohrman Auto Group. On October 13, 2011, I was contacted by Mr. Mark Battista, Director The Bob Rohrman Auto Group. Subsequent to my conversation with Mr. Battista I attempted to contact you, and left you a voice mail message requesting that you contact me. Please allow this letter to serve as a follow up to my voice mail message.

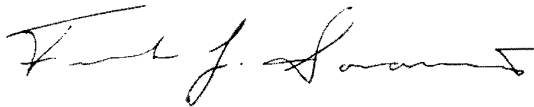
On June 1, 2011 Mr. Battista forwarded you a copy of a demand letter our client had received from counsel for the above referenced consumer. In response to that letter Mr. Battista received a letter from you dated June 10, 2011 in which you acknowledge receipt of his earlier letter and in which you instruct our client to forward a request for indemnification upon a lawsuit being served upon it. In accordance with your instructions, on July 5, 2011, Mr. Battista forwarded you an indemnification, a copy of the lawsuit which had been served upon it. To date no response has been received to Mr. Battista's July 5, 2011 letter. Mr. Battista advises that in addition to his letter of July 5, 2011, he had left you multiple voicemail messages requesting that you contact him or respond to his July 5, 2011 letter, but that he had received no response.

Please allow this letter to serve as our client's demand that Ford Motor Company accept the tender of defense in the above referenced litigation and issue a letter confirming that it

is accepting defense of this action and will fully indemnify our client in regards to this matter in accordance with the agreement which exists between our client and your company.

Due to the fact that defense and indemnification was first requested more than three (3) months ago, I must demand that you respond to me within ten (10) days of the date of this letter. If Ford Motor Company fails to accept the tender of defense and indemnification demand within the time prescribed, our client will have no choice but to retain counsel in defense of this matter, and to hold your company responsible for the cost of defense of this action, all other costs it may incur associated therewith, and the satisfaction of any and all judgments which may be entered against it.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank J. Savaiano", with a stylized flourish at the end.

Frank J. Savaiano
Attorney at Law

cc: Mark Battista

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
SUMMONS

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication
ALIAS - SUMMONS

COPY

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

No. _____

FORD MOTOR COMPANY

Serving: CT Corporation

208 S. LaSalle #814 Chicago, IL 60604

(Name all parties)

v.

ROHR-BERG MOTORS, INC., d/b/a BOB ROHRMAN'S SCHAUMBURG FORD, ET AL.

☒ SUMMONS ☐ ALIAS SUMMON



To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602
- | | | |
|---|--|--|
| <input type="radio"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="radio"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="radio"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="radio"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="radio"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428 | <input type="radio"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 42602

Name: NORMAN H. LEHRER

Atty. for: PLAINTIFF

Address: 429 WEST WESLEY

City/State/Zip: WHEATON, ILLINOSI 60187

Telephone: 630-462-0700

WITNESS, _____

JAN 31 2012

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PE14-030 000676LC

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
SUMMONS

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication
ALIAS - SUMMONS

COPY

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

No. _____

FORD MOTOR COMPANY

Serving: CT Corporation

208 S. LaSalle #814 Chicago, IL 60604

(Name all parties)

v.

ROHR-BERG MOTORS, INC., d/b/a BOB ROHRMAN'S SCHAUMBURG FORD, ET AL.

☒ SUMMONS ☐ ALIAS SUMMONS



To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- | | | |
|---|--|--|
| <input checked="" type="radio"/> Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602 | | |
| <input type="radio"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="radio"/> District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | <input type="radio"/> District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153 |
| <input type="radio"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="radio"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428 | <input type="radio"/> Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

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Atty. No.: 42602

Name: NORMAN H. LEHRER

Atty. for: PLAINTIFF

Address: 429 WEST WESLEY

City/State/Zip: WHEATON, ILLINOSI 60187

Telephone: 630-462-0700

WITNESS, _____

JAN 31 2011

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PE14-030 000677LC

COPY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

██████████)	
)	
Plaintiff)	
)	
-VS-)	NO.
)	
Rohr-Berg Motors, Inc. d/b/a Bob Rohrman's)	
Schaumburg Ford, Ford Motor Company, and Ford)	
Motor Credit Company, LLC)	
)	
Defendants)	JURY TRIAL DEMANDED

COMPLAINT

Now comes the Plaintiff herein, ██████████, by his attorneys NORMAN H. LEHRER, P.C. and states as follows by way of Complaint against Defendants:

COUNT I

BREACH OF WRITTEN WARRANTY AGAINST ROHR-BERG MOTORS d/b/a BOB ROHRMAN'S SCHAUMBURG FORD AND FORD MOTOR COMPANY UNDER MAGNUSON-MOSS ACT

1. Defendant Ford Motor Company (hereinafter "Ford") is a foreign corporation, in the business of manufacturing automobiles, with the intention of selling these automobiles to the public at large through a system of authorized dealerships. Defendant Ford maintains dealerships and does business in all counties of the State of Illinois including Cook County, and maintains dealerships in the city of Schaumburg, County of Cook, Illinois.
2. Defendant Rohr-Berg Motors, Inc. d/b/a Bob Rohrman's Schaumburg Ford

(hereinafter "Rohr-Berg") is a corporation, existing under the laws of the State of Illinois, with offices and business establishments in Schaumburg, County of Cook, Illinois. Defendant Rohr-Berg is an authorized dealership for Ford Motor Company, and is engaged in the business of selling and repairing vehicles to the public at large.

3. Plaintiff, [REDACTED], at all times relevant hereto was residing in Illinois.

4. On or about September 19, 2009, Plaintiff purchased from Defendant Rohr-Berg a new 2010 Ford Fusion, manufactured by Ford Motor Company, Serial No.

3FAHP0HA8AR [REDACTED], for valuable consideration (A copy of the Retail Installment Contract attached as Exhibit "A").

5. Plaintiff is a "consumer" under 15 U.S.C. 2301.

6. That in addition to applicable State Law, the Magnuson-Moss Warranty Act, Ch. 15 U.S.C.A., Section 2301, et. seq. (hereinafter "Warranty Act") is applicable to this Complaint, in that the automobile is a consumer product, built subsequent to January 4, 1975, and costs in excess of \$10.00.

7. Defendants Ford and Rohr-Berg are a suppliers and warrantors as defined in the Warranty Act. 15 U.S.C.A., Section 2301 (4), (5).

8. Plaintiff's purchase of the automobile was accompanied by written warranties offered by Defendants and extending to the Plaintiff, which warranties were part of the basis of the bargain of the Contract between Plaintiff and the Defendant Rorh-Berg, for the sale of the automobile.

9. In these written warranties, Defendants warranted the automobile for 5 years/60,000 for any non-conformities in material or workmanship and that Defendants would

provide repair or replacement free of charge to Plaintiff if the product failed to meet the specifications set forth in the agreements. (Copies of relevant portions of Warranties, and documents memorializing these warranties, are attached as Exhibits "B" and "C").

10. Said purchase was induced by, and Plaintiff relied on, these written warranties.

11. Defendants breached said warranties, in that shortly after purchase, the automobile manifested various non-conformities, including but not limited to: engine vibration; lack of power; problem with power steering; and the steering locking up.

12. Plaintiff met all of his obligations and preconditions as provided in the written warranties.

13. Plaintiff has provided Defendants sufficient opportunity to repair and/or replace the automobile.

14. Defendants have failed to repair and/or replace the automobile, as provided in the written warranties, or as provided by law, and the automobile remains in a defective and unmerchantable condition.

15. Plaintiff justifiably lost confidence in the automobile's safety and reliability, and said non-conformities have substantially impaired the value of the automobile to Plaintiff. These non-conformities could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the automobile.

16. As a result of the non-conformities, Plaintiff revoked his acceptance of the automobile on or about May 24, 2011. (A copy of letter of revocation of acceptance is attached hereto as Exhibit "D".)

17. At the time of revocation, the automobile was in substantially the same condition

as at delivery except for damage caused by its own non-conformities and ordinary wear and tear.

18. Defendant Rohr-Berg has refused Plaintiff's revocation of acceptance, and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. As a result of Defendants' breaches of the written warranties, Plaintiff has incurred substantial damages.

WHEREFORE Plaintiff prays for relief against Defendants Rohr-Berg and Ford as follows:

A. That the contract between Plaintiff and Rohr-Berg concerning the automobile be judicially canceled and revoked;

B. That Plaintiff have judgment against Defendants for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum in excess of \$50,000.00, aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued;

C. That Plaintiff have judgment against Defendants for Attorney's fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15. U.S.C.A. Sec. 2310 (d) (2); and

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST DEFENDANTS ROHR-BERG AND FORD MOTOR COMPANY UNDER THE MAGNUSON-MOSS ACT

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER, P.C. and states as follows by way of Complaint against Defendants Rohr-Berg and Ford:

1-19. Plaintiff restates and realleges paragraphs 1-19 of Count I as paragraphs 1-19 of this Count II, and states further as follows:

20. The automobile purchased by Plaintiff was subject to an implied warranty of

merchantability under Illinois Compiled Statutes Chapter 810 ILCS 5/2-314, and as defined in 15 U.S.C. 2301(7), running from Defendants to the intended consumer, Plaintiff herein.

21. That 15 U.S.C. 2308 prohibits a supplier of consumer goods from disclaiming or modifying any implied warranty when said supplier makes a written warranty to the consumer, or when a supplier has entered into a service contract with the consumer within ninety (90) days of a sale.

22. Pursuant to Illinois Compiled Statutes 810 ILCS 5/2-314, and/or 15 U.S.C. 2308, the automobile was impliedly warranted to be substantially free of non-conformities in material and workmanship, and thereby fit for the ordinary purpose for which the vehicle was intended, and was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

23. The non-conformities described above render the vehicle unmerchantable, unsafe, and thereby not fit for the ordinary purpose for which the vehicle was intended.

24. As a result of the breaches of implied warranty by the Defendants, Plaintiff is without the reasonable value of the automobile.

25. As a result of the breaches of implied warranty by the Defendants, Plaintiff has suffered various damages.

WHEREFORE, Plaintiff prays for relief against Defendants Rohr-Berg and Ford as follows:

A. That the contract between Plaintiff and Defendant Rohr-Berg concerning the automobile be judicially canceled and revoked.

B. That Plaintiff have judgment against Defendants Rohr-Berg and Ford for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum in excess of \$50,0000.00,

aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued.

C. That Plaintiff have judgment against Defendants Rohr-Berg and Ford for Attorney's fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15, U.S.C.A., Sec. 2310(d)(2).

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT III

VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT AGAINST DEFENDANT ROHR-BERG AND FORD MOTOR COMPANY

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER, P.C., and states as follows by way of Complaint against Defendants Rohr-Berg and Ford Motor Company:

1-4. Plaintiff restates and realleges paragraphs 1-4 of Count I as paragraphs 1-4 of this Count III, and state further as follows:

5. At all times relevant hereto, there was in effect in the State of Illinois a statute known as the Illinois Consumer Fraud and Deceptive Business Practices Act, Ill.Comp.Stat. 815 ILCS 505/1 et seq.

6 Defendants were at all times relevant, engaged in trade or commerce as defined by the Consumer Fraud Act.

7. On or about May 24, 2011, Plaintiff served written notice on the Defendant Rohr-Berg of their violations of the Consumer Fraud Act and various Federal and State laws. (A copy of the written notice is attached hereto as Exhibit "D")

8. The Defendant Rohr-Berg made the following representations and/or omissions to the Plaintiff:

(a) Defendant held the vehicle out to be in good condition and not defective;

- (b) Despite numerous repeated attempts to repair the defective vehicle, the vehicle remains defective and is not roadworthy;
- (c) When Plaintiff insisted the vehicle was defective and he wanted to return it, Rohr-Berg, through its management, stated they would take the vehicle back and substitute another vehicle, but only if Plaintiff agreed to enter into another agreement with a substantially higher interest rate;
- (d) At the time of the purchase of the vehicle, September 19, 2009, Rohr-Berg informed the Plaintiff, orally and in writing, that the parties were entering into a contract containing an "Arbitration Provision", which required that all disputes between the parties would be resolved through arbitration (See Exhibit "A").

9. The representations and/or omissions set forth above were made with the intent that Plaintiff rely on them and Plaintiff did indeed rely on them. Furthermore, by signing the Rohr-Berg's Retail Installment Contract, Plaintiff agreed to the included arbitration provision, which set forth that the Plaintiff waived his right to a trial and that any claim related to the contract would be decided by arbitration. (Exhibit A).

10. The representations and/or omissions set forth above were false and untrue, or the Rohr-Berg committed unfair acts in that:

- (a) The vehicle Defendant sold to Plaintiff was not in good condition and was defective;
- (b) The vehicle could not be repaired even after multiple attempts by Defendant;
- (c) Rohr-Berg would not allow the vehicle to be returned, nor would Rohr-Berg allow the retail installment contract to be revoked or rescinded, unless Plaintiff

agreed to a new contract for a different vehicle under substantially altered contract terms which terms were unfavorable to Plaintiff;

- (d) Plaintiffs filed papers with the American Arbitration Association (“AAA”), in order to initiate the arbitration process as required by the retail installment contract (Exhibit “A”), but Defendant Rohr-Berg refused to cooperate with the AAA; refused to respond to the arbitration application by Plaintiffs; and refused to pay the required fees.

11. The misrepresentations and/or omissions set forth above were known to be untrue at the time they were made by Defendant Rohr-Berg or Defendant made the representations in reckless disregard of the truth or falsity of the representations. Furthermore, Rohr-Berg required Plaintiff to sign the arbitration agreement which stated that any disputes between the parties would be settled through arbitration, and Plaintiff thereby waived his right to sue in court.

12. At all times relevant, Defendant Ford Motor Company exercised control over the business activities of its dealer Rohr-Berg in the following ways:

- (a) required its dealers, including Rohr-Berg, to follow the rules and policies of Ford in doing business;
- (b) required Rohr-Berg to use the Ford logo and signs, and identify itself as an authorized Ford dealership;
- (c) required Rohr-Berg when selling or leasing a Ford vehicle to pass on to customers the Ford warranties, and to explain these warranties to customers;
- (d) required Rohr-Berg to do warranty repairs on these Ford vehicles and to do the repairs according to procedures and policies set forth by Ford Motor Company;

- (e) required Rohr-Berg to use parts and tools either provided by Ford Motor Company or chosen by Ford Motor Company;
- (f) trained the service and sales personnel of its authorized dealer, Rohr-Bergs, and provided training and seminars and other educational materials to the Rohr-Bergs sales and service personnel;
- (g) Ford Motor Company audited the activities of Rohr-Berg and directly contacted the customers in order to audit the activities of Rohr-Berg and ensure that Rohr-Berg was acting under the policies and rules of Ford Motor Company as they pertain to dealing with customers;
- (h) Ford had the right, at all times, to enter onto the premises of the Rohr-Berg dealership, check the books, and to investigate the dealership's business activities to ensure that Rohr-Berg was following the rules and procedures and policies of Ford Motor Company;
- (i) the Ford logo appears in numerous locations at Rohr-Berg dealership, and also appears on the warranty documents given to buyers by Rohr-Berg;
- (j) The Rohr-Berg dealership receives technical bulletins issued by the Ford, listing potential and actual problems with vehicles manufactured by Ford;
- (k) Customers requesting warranty repairs are required to go to an authorized dealership, where the mechanics and technicians have been trained by Ford, and the mechanics do the repairs pursuant to Ford procedures and specifications;

13. As a result of Defendants' conduct, Plaintiff has suffered various damages, and has been defrauded.

14. The conduct set forth above constitutes unfair or deceptive conduct, in violation of the

Consumer Fraud and Deceptive Business Practices Act, Ill.Comp. Stat. 815 ILCS 815 505/2.

15. As a result of Defendants' conduct, Plaintiff has suffered various damages, and has been defrauded. Defendant Rohr-Berg committed unfair acts in that a warranty dispute arose between the Plaintiff and the Rohr-Berg, prompting Plaintiff to submit a claim to the AAA on or about June 24, 2011. Plaintiff submitted his portion of the application fees, but Rohr-Berg failed to submit its share of the arbitration fees. After several requests from AAA to Rohr-Berg were ignored, the AAA informed Plaintiffs that it was declining to administer the case. See letter from AAA attached as Exhibit "E". Plaintiff has experienced extensive delays in the ultimate resolution of this case. Rohr-Berg's conduct is refusing to participate in arbitration has caused Plaintiff to waste a great deal of time and to incur unnecessary costs and attorneys fees in attempting to secure arbitration.

16. By refusing to engage in the arbitration process, and by refusing to pay the required fees and to proceed in good faith with the arbitration provisions of its own contract, Rohr-Berg has as a matter of law, waived the arbitration provisions of its own agreement, and has nullified the requirements of the Arbitration Provision as they pertain to Plaintiff.

17. The conduct set forth above constitutes unfair or deceptive conduct, in violation of the Consumer Fraud and Deceptive Business Practices Act, Ill.Comp. Stat. 815 ILCS 815 505/2.

WHEREFORE, Plaintiff prays for relief against Defendants Rohr-Berg and Ford as follows:

- A. That Plaintiff be awarded damages, in sum of over \$50,000.00 plus costs and attorney's fees;
- B. That Plaintiff be awarded punitive damages in the sum of \$100,000.00;
- C. That the contract between Plaintiff and Rohr-Berg concerning the automobile be

judicially cancelled and revoked; and

D. Such other relief as the Court finds just and appropriate.

COUNT IV

COMMON LAW FRAUD AGAINST DEFENDANTS ROHR-BERG AND FORD MOTOR COMPANY

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C., and states as follows by way of Complaint against Defendants Rohr-Berg and Ford Motor Company:

1-17. Plaintiff restates and realleges paragraphs 1-17 of Count III as paragraphs 1-17 of this Count IV, and states further as follows:

18. The misrepresentations and/or failures to disclose as set forth above were made with the intent that Plaintiff rely on them, and Plaintiff did, in fact, justifiably rely on them to his detriment.

19. As a result of the misrepresentations and/or failures to disclose set forth above, Plaintiff has suffered various damages and losses.

20. Defendants' conduct as set forth above constitutes fraud against Plaintiff.

21. The misrepresentations and/or failures to disclose set forth above were made willfully and intentionally or in reckless disregard of the truth or falsity of said misrepresentations or failures to disclose.

WHEREFORE, Plaintiff prays for relief against Defendants Rohr-Berg and Ford Motor Company as follows:

- A. That Plaintiff be awarded actual damages in a sum of \$50,000.00;
- B. That Plaintiff be awarded punitive damages in the sum of \$100,000.00;
- C. That the contract between Plaintiff and Rohr-Berg concerning the automobile be

judicially cancelled and revoked; and

D. Such other relief as the Court finds just and appropriate.

COUNT V

REVOCATION OF ACCEPTANCE AGAINST DEFENDANT ROHR-BERG PURSUANT TO ILLINOIS COMPILED STATUTES CHAPTER 810 ILCS 5/2-608

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C. and states as follows by way of Complaint against Defendant Rohr-Berg:

1-5. Plaintiff restates and realleges paragraphs 1-5 of Count I as paragraphs 1-5 of this Count V, and states further as follows:

6. Shortly after purchase, the automobile manifested various non-conformities, and could not be repaired after numerous attempts.

7-13. Plaintiff restates and realleges paragraphs 13-19 of Count I as paragraphs 7-13 of this Count V, and states further as follows:

14. As a result of Defendant Rohr-Berg's actions, and refusals to accept Plaintiff's revocation of acceptance, Plaintiff has incurred substantial damages.

WHEREFORE, Plaintiff prays for relief against Defendant Rohr-Berg as follows:

A. That the contract between Plaintiff and Rohr-Berg concerning the automobile be judicially canceled and revoked;

B. That Plaintiff have judgment against Defendant for the full purchase price, insurance fees, cancellation of the Retail Installment Contract, costs of "cover", loss of use, and incidental and consequential damages in a sum of at least \$50,000.00, aggravation and inconvenience, plus costs; and

C. Such other relief as the Court finds just and appropriate.

COUNT VI

RESCISSION OF RETAIL INSTALLMENT CONTRACT AGAINST ASSIGNEE, FORD MOTOR CREDIT COMPANY, LLC. PURSUANT

TO FEDERAL REGULATION 16 C.F.R. 433.2

Now comes the Plaintiff, by his attorneys, NORMAN H. LEHRER P.C. and states as follows by way of Complaint against Defendant Ford Motor Credit Company, LLC:

1. Defendant Ford Motor Credit Company, LLC, hereinafter ("Assignee"), is a foreign corporation doing business in all counties of the State of Illinois, including Cook.

2. The Retail Installment Contract attached to this Complaint was assigned to Assignee Ford Motor Company, as financing for the purchase of a new 2010 Ford Fusion, manufactured by Defendant Ford, VIN NO. 3FAHP0HA8AR[REDACTED], by one or more of the other Defendant herein (Exhibit "A").

3. The Retail Installment Contract states, in part, as follows:

"Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof."

4. Plaintiff has paid various sums to Assignee on this Contract.

5. At all times relevant hereto, there was in effect a Federal Trade Commission Rule which provides, in part, that "Any holder of this Consumer Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder." (16 C.F.R. Sec. 433.2).

6. Plaintiff restates and realleges the claims and/or defenses as set out in Counts I, II, III, IV, and V of this Complaint as if fully set forth herein, and states further as follows.

7. Plaintiff is among the class of persons protected by the Federal regulation set forth in the preceding paragraphs.

8. The non-conformities in the automobile, or the breach of warranty, or the

fraudulent conduct, as set forth above, constitute defenses which the Plaintiff has asserted against the seller of goods or services in connection with this transaction, and also gives Plaintiff various claims against the seller of goods and services in connection with this transaction, and provides Plaintiff with a basis to rescind and revoke the Retail Installment Contract.

WHEREFORE, Plaintiff prays for relief against Defendant Ford Motor Credit Company, LLC as follows:

- A. That any and all contracts between Plaintiff and Assignee be judicially canceled and revoked;
- B. That Plaintiff have judgment against Assignee for any and all amounts paid to Assignee, or otherwise assigned to Assignee, in connection with this transaction, and prejudgment interest at the prime rate, from the date this cause of action accrued; and
- C. Such other relief as the Court finds just and appropriate, including an award of attorneys fees and costs under 815 ILCS 375/11.
- D. Such other relief as the Court finds just and appropriate.


One of Plaintiff's Attorneys

Norman H. Lehrer, P.C.
Cook County Attorney # 42602
429 W. Wesley
Wheaton, IL 60187
630-462-0700

25126 781

ILLINOIS SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

ACCOUNT NO.

DATE 09/19/2009

1-800-727-7000



Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

SCHAUMBURG IL COOK

CREDITOR (Seller Name and Address)

 BOB ROHRMAN'S SCHAUMBURG FORD
 815 E. GOLF
 SCHAUMBURG, IL
 60173

www.fordcredit.com

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	14	2010 FORD	FUSION	3FAHP0HA8AR	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

 Trade-in 2002 PATERFINDER \$ 3161.63 \$ 4923.54
 Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 24286.44 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ N/A
N/A	\$ N/A
Trade-in (Description Above)	\$ 0.00
Total Down Payment	\$ N/A (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 24286.44 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees	\$ 80.00
(ii) for filing fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ 15.00
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
To CONSUMER CREDIT UNIT NEG TRADE EQUITY	\$ 1761.91
To BOB ROHRMAN'S SCHAUMBURG DOCUMENTATION FEE	\$ 151.65
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ 2008.56 (4)
5. Amount Financed (3 plus 4)	\$ 26295.00 (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
0.00 %	\$ 0.00	\$ 26295.00	\$ 26295.00	\$ 26295.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	438.25	Monthly <input checked="" type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/>
N/A	N/A	starting 11/03/2009
N/A	N/A	N/A
N/A	N/A	N/A

EXHIBIT A

INSURANCE

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

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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
Premium	N/A	Insured(s)
Credit Life Insurance is for the term of the contract. You want Credit Life Insurance.		
N/A		
Buyer Signs		
N/A		
Co-Buyer Signs		

Credit Disability	N/A	Insurance Company
Premium	N/A	Insured(s)
Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.		
N/A		
Buyer Signs		
N/A		
Co-Buyer Signs		

Coverage and Insurance Company	Premium and Term in Months
N/A	\$ N/A
By N/A	N/A
N/A	\$ N/A

PE14-030 000692LC

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

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

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is greater.

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% of the late amount 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.

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

Buyer X
Signs

Co-Buyer X
Signs

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.

ETCH	\$	299.00	Term	
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

Buyer Signs X

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

By N/A

You want the optional insurance for which premiums are included above.

N/A
Buyer Signs

N/A
Co-Buyer Signs

The amount and coverages for any credit insurance purchased are shown in a notice or agreement given to you today. Any credit insurance which you buy may be cancelled within 15 days of the date of this contract. To do so, send a written request to the Assignee named below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.

☐ 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 N/A
Signs

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS

NOTICE TO BUYER

1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the agreement that you sign.
3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

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.

RETAIL INSTALLMENT CONTRACT

Buyer ☒
Signs

Co-Buyer ☒
Signs

Seller BOB ROHRMAN'S SCHAUMBURG FORD

By ☒

Title

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

AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.

THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

ACCORDING TO THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL, CONSUMER FRAUD BUREAU, THE MAXIMUM ALLOWABLE DOCUMENT FEE FOR THE

2009 CALENDAR YEAR IS \$ 151.61

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 Company ("Assignee").

To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com

Seller BOB ROHRMAN'S SCHAUMBURG By ☒

Title

FC 17612-SI (JAN 08) (Previous editions may NOT be used.)
FC 17612-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways.

First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate for the refinancing will be the lower of the APR agreed to by you and the Creditor at the time of refinancing or the maximum APR permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the

3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.

K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left a (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Applicable Law: You agree that this contract will be governed by the laws of the state of Illinois.

P. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of \$25.00 for each check or draft that is dishonored for insufficient funds, insufficient credit, or for no account with the bank.

I. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or

THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial (not including agricultural or professional) use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or set-offs which you may have against the Seller or manufacturer of the vehicle.

NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR CREDIT DISABILITY INSURANCE PREMIUM.

(1) IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT LOAN EARLY. (2) IN CASE OF EARLY COMPLETE PAYMENT OF YOUR LOAN, YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR LOAN, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

GUARANTY

Guarantor _____ Address _____

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY.

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact one of the associations listed below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.



www.fordvehicles.com

FUSION

2010 FUSION SE
5-PASSENGER
2.5L I4 ENGINE
6-SPEED MANUAL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 17" DESIGN WHEEL
- WITH SILVER PAINT
- EASYFUEL CAPLESS FILLER
- EXHAUST TIPS, CHROMED
- FOG LAMPS
- POWER MIRRORS - BODY COLOR
- SPD DEPENDNT INTRVAL WIPER

INTERIOR

- 6-WAY PWR DRV. SEAT W/LUMB
- 60/40 REAR SEAT W/
- SPRING ASSISTED FOLD
- 1-TOUCH UP/DOWN DRIVER WIN
- AM/FM SINGLE CD/MP3, 6SPKR
- A/C CLIMATE CONTROL
- MESSAGE CENTER
- POWER WINDOWS & LOCKS
- STR WHEEL W/SPEED & AUDIO
- FOLD DOWN FRONT SEAT
- FRONT & REAR FLOOR MATS

- SIRIUS SAT RADIO N/A AK&HI

FUNCTIONAL

- 4-WHL DISC BRAKES W / ABS
- POWER STEERING
- POWER POINTS (2)
- TELESCOPE WHEEL
- TRACTION CONTROL

SAFETY/SECURITY

- ADVANCETRAC ESC
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SIDE AIR BAGS/CURTAINS
- SECURILOCK PASS ANTI THEFT
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

EPA Fuel Economy Estimates

CITY MPG

22

Expected range
for most drivers
18 to 26 MPG

Estimated
Annual Fuel Cost

\$1,626

based on 15,000 miles
at \$2.60 per gallon

Combined Fuel Economy

This Vehicle

24

HIGHWAY MPG

29

Expected range
for most drivers
24 to 34 MPG

Your actual
mileage will vary
depending on how you
drive and maintain
your vehicle.



See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov



SOLD TO 41B 092

Bob Rohrman's Schaumburg Ford
815 E. Golf Rd.
Schaumburg IL 60173

ONE

DEALER NO.

METHOD OF TRANSP.

RAIL

RH79

41B 092

ITEM #:

41-1241 O/T 2

SHIP TO (IF OTHER THAN SOLD TO)

TWO

3FAHP0HA8AR



SHIP THROUGH

FINAL ASSEMBLY POINT

HERMOSILLO

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

9H122 N RA 2X 025 000440 08 12 09



EXTENDED
SERVICE
PLAN

Ford Extended Service Plan is the only service contract backed by Ford and honored at all Ford and Lincoln Mercury Dealers. Ask your dealer for prices and additional details or see our website at www.ford-esp.com.

EXHIBIT B


PE14-030 000698LC

EXTERIOR
STERLING GRAY METALLIC
INTERIOR
TRANSMISSION CHARCOAL BLK CLOTH BUCKETS

PRICE INFORMATION

Manufacturer's
Suggested Retail Price

STANDARD VEHICLE PRICE	\$20,900.00
INCLUDED ON THIS VEHICLE	
RAPID SPEC 101A	545.00
• SYNC VOICE ACTIVATED SYSTEMS	
• EC RR MIR MIC/COMP	
OPTIONAL EQUIPMENT	
REAR SPOILER	295.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
TOTAL OPTIONS	840.00
TOTAL VEHICLE & OPTIONS	21,740.00
DESTINATION & DELIVERY	725.00

 This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit www.fordautoinsurance.com for availability in your state.
Ford Motor Company Insurance Services

TROPHY CASE

QUALITY THAT CAMRY, ACCORD AND
ALTIMA CAN'T BEAT.*

*BASED ON CUMULATIVE SURVEY DATA OF 2008MY FORD AND COMPETITIVE OWNERS AT 3 MONTHS IN SERVICE AMONG VEHICLES REGISTERED BETWEEN 9/07-5/08.

TOTAL MSRP \$22,465.00

GOVERNMENT SAFETY RATINGS

Frontal Driver ★ ★ ★ ★ ★
Crash Passenger ★ ★ ★ ★ ★

Star ratings based on the risk of injury in a frontal impact. Frontal ratings should ONLY be compared to other vehicles of similar size and weight.

Side Front seat ★ ★ ★ ★ ★
Crash Rear seat ★ ★ ★ ★ ★

Star ratings based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Star ratings based on the risk of rollover in a single vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or call 1-888-327-4236

05-04-11 DET MI 480

PRESORTED
FIRST CLASS

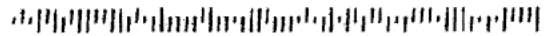


UNITED STATES POSTAGE
02 1R
0006560086
MAILED FROM ZIP CODE 48185
\$ 00.53⁹
FITNEY BOWLES



**DOCUMENTS
ENCLOSED**

BMEUN11 60542



EX C

PE14-030 000700LC

**NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS**



SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

3 F A H P 0 H A 8 A R [REDACTED] 0 4 0 4 1 1 0 9 1 9 0 9

Vehicle Identification Number Signature Date Warranty Start Date

Internet Sale ☐ Yes ☐ No ☐ IPP - 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: PremiumCARE	60	75,000	09-19-2014	75,000	\$	\$	\$
Other Plans:					\$	\$	\$
Current Mileage: 33,444	*Current Hours:	*Expiration Hours:		Total	Total	Total	
				\$	\$	\$	

*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 maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder/Purchaser Signature (not valid without signature) Signature Date

[REDACTED] North Aurora, IL [REDACTED]

Service Contract Holder/Purchaser Name and Address

Service Contract Lienholder Name

SECTION F - DEALERSHIP INFORMATION

RAV FAST PO BOX 6045 DEARBORN, MI 48121 ()

Dealership Name and Address Phone Number

Dealership Signature EMPLOYEE STARS ID P&A Code

4 8 9 9 6

ESP 8240-Nat App/Provs - (Oct 10) (Previous Editions May Not be Used)

CUSTOMER COPY

EX. C

PE14-030 000701LC

NOTICE TO SERVICE CONTRACT HOLDER (MISSISSIPPI ONLY):
IMPORTANT NOTICE ABOUT YOUR SERVICE CONTRACT COVERAGE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING
INFORMATION CAREFULLY.

Arbitration may only proceed on an individual basis, and may not be consolidated with other arbitrations or accorded any class action status.

A) This Service Contract Agreement, including the Application, invokes arbitration under the Federal Arbitration Act. Either You or We may elect binding arbitration to resolve disputes under this Service Contract Agreement.

B) If either You or We decide to arbitrate a dispute regarding any aspect of this Service Contract Agreement or the Application and the sale of the service contract, an arbitrator will resolve the dispute. If arbitration is selected to resolve the dispute, both parties waive their rights to resolve the dispute in a court proceeding.

C) In an arbitration, one or more of the arbitrators (who are neutral decision-makers) render a decision after hearing the arguments from all parties. Arbitration takes the place of a trial and disputes are decided by arbitration, not a judge or jury.

D) You and We are bound by the decision of the arbitrator and the results of the arbitration are binding and final and may not be appealed to a court.

E) If You need additional information regarding the arbitration provision in the Service Contract Agreement, please call the toll free assistance line at 800-392-FORD.

F) You have 5 days from delivery of this Service Contract Agreement to reject the Service Contract Agreement if You do not want to accept this binding arbitration provision. If You reject the Service Contract Agreement, You do not have the service contract coverage it provides and You are entitled to a full refund of the amount You paid. If you do not reject the Service Contract Agreement within 5 days, you have accepted it.

We will pay your total reasonable arbitration fees and expenses. Arbitration proceedings must commence no later than 120 days after the first notification by You or US of an election to arbitrate a dispute. Unless You and We agree otherwise, all arbitration proceedings will be conducted at a location in the county of Your residence.

I acknowledge that I have read and understood the foregoing notice regarding binding arbitration:

Service Contract Holder Signature (Service Contract is not valid without signature)

NOTICE TO SERVICE CONTRACT HOLDER (WASHINGTON ONLY):

- ____ 1) In order to maintain your coverage under this Agreement, You must maintain the Vehicle consistent with the schedule and record keeping requirements contained in the Provision entitled "**Your Responsibilities For Care of the Vehicle.**"
- ____ 2) The work and parts provided by this Agreement depend on the coverages You have elected. Detailed discussions of the work, services and parts provided are contained in the National Provisions. See this Agreement's Table of Contents for the location of each Provision:
(a) Roadside Assistance Coverage, (b) What this Agreement Covers, (c) Covered Items - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE, Component Wrap Coverages, RentalCARE, Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus Coverages.
- ____ 3) The Time and Mileage Limitations of this Agreement are contained in this Application in the Section entitled "**Coverage Term and Cost.**"
- ____ 4) The Vehicle's **IMPLIED WARRANTY OF MERCHANTABILITY NOT WAIVED:** The Implied Warranty of Merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Vehicle from the dealer who also sold the Vehicle.
- ____ 5) The work, services or parts are not covered by this Agreement are contained in the Provision entitled "**What is Not Covered by this Agreement.**"
- ____ 6) Rights to return this contract for a refund are contained in the Provisions entitled: "**Your and Our Rights to Cancel this Agreement and Related Refunds.**"

I acknowledge that I have read the provisions referenced in items 1 through 6 above by initialing each provision.

TERMS AND CONDITIONS

INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

In all states except AK, AR, ID, ME, MA, and NJ, all service contract obligations, including Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, DC, Kansas, Indiana, Minnesota, Nebraska, Rhode Island, Washington and Wisconsin, all service contract obligations for Competitive Make Vehicles, including the Application are between Us and You.

You may contact Us at the following address:

Ford Motor Service Company
Extended Service Plan Headquarters
P.O. Box 6045
Warren, Michigan 48121
1-800-392-3673

FAITH AND CREDIT STATEMENT: In all states except those specifically referenced in the Application, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

INTRODUCTION & PARTIES (FORD MOTOR COMPANY OR SELLING DEALER): In the states of AR and ID, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of AK, CO, DC, IN, KS, ME, MA, MN, NJ, RI, WA, and WI, all service contract obligations on Ford, Lincoln and Mercury products are between US and YOU. In the states of AK, ME, MA, and NJ, and, all service contract obligations on Competitive Make Products are between the Selling Dealer and You. You may contact us at the following address:

Ford Motor Company
Extended Service Plan Headquarters
P.O. Box 6045
Warren, Michigan 48121

You may contact the Selling Dealer at the address shown on the Application for the Selling Dealer.

FAITH AND CREDIT STATEMENT: In the states of AR and ID all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company. In the states of AK, CO, DC, IN, KS, ME, MA, MN, NJ, RI, WA and WI, all service contract obligations under this Agreement on Ford, Lincoln and Mercury products are backed by the full faith and credit of Ford Motor Company. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

INTRODUCTION & PARTIES (Florida only): This service contract, including the Application, (this "Agreement") on Ford, Lincoln and Mercury vehicles is between Ford Motor Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida license number is 60018. You can contact Us at the address referenced in 1B above. All service contract obligations on competitive make vehicles is between The American Road Insurance Company and You. The Certificate of Authority Number is 09079 for The American Road Insurance Company. You can contact The American Road Insurance Company at the address referenced in 1D.

INSURED AGREEMENT STATEMENT: In the states of Connecticut and Mississippi, all service contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. In the states of AK, CO, IN, ME, MA, MN, NE, NJ, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company
P.O. Box 6045
Warren, Michigan 48121
Policy Number: 81-3110-700-001 and all applicable endorsements

ADMINISTRATION: All service contract obligations under this Agreement are administered by:

Ford Customer Service Division
800 Executive Plaza Drive
Warren, Michigan 48126

ENTIRE AGREEMENT: This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

INSURER "CUT-THROUGH" BENEFITS: If any insured service contract repair or reimbursement claim has not been completed within 60 days from the date You filed a claim with the Selling Dealer or Us, You may make a claim directly against The American Road Insurance Company for the cost of your repairs (including all sums which We are legally obligated to pay to You), subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance. You may not make cut-through claim against The American Road Insurance Company for a Complimentary Plan.

DEFINITIONS: In this Agreement, the following capitalized terms have the meanings assigned to them:

Stolen Vehicle means a vehicle that has a valid certificate of title that indicates: (i) a vehicle title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

Certified Pre-Owned (CPO) Vehicle Upgrade Coverage means a new core service contract on a Ford, Lincoln or Mercury vehicle purchased for an additional price that may provide additional component coverage or longer term and mileage benefits beyond the manufacturer's certified warranty.

Commercial Use means the Vehicle is: (i) used primarily for business purposes, by an individual or multiple drivers; or (ii) designated by the Selling Dealer as a vehicle sold for

Commercial Use when reported to the vehicle's manufacturer, Ford, Lincoln or Mercury vehicles reported sold with delivery codes: "3", "4", "7", "C", "D", "E", "H", "I", "L", "M", "S", "T", and "F" are vehicles used for Commercial Use.

Competitive Make Vehicle means any vehicle other than a Ford, Lincoln or Mercury vehicle.

Component Wrap Coverage (Kia/Hyundai/Mitsubishi only) means ExtraCARE or PremiumCARE coverage for any component not covered under the Original Equipment Manufacturer's Powertrain Warranty.

CORE Coverages means PowertrainCARE, BaseCARE, ExtraCARE, and PremiumCARE coverage plan.

Disappearing Deductible means a deductible option under which there is no deductible charged for each Eligible Repair Visit when services are performed by the Selling Dealer.

Eligible Maintenance Visit means a single visit to a dealer or other service provider for maintenance to the Vehicle covered by this Agreement.

Eligible Repair Visit means a single visit to a dealer or other repair provider for service or repair of a failure to the Vehicle covered by this Agreement.

Emergency Service or Repair means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln Mercury dealership.

Emergency Travel Expenses means the costs of Your meals, lodging, car rental and commercial transportation to Your destination and the return trip to retrieve Your Vehicle after it is repaired.

Failure means a cessation of normal functioning of the Vehicle or components covered by this Agreement that arise from defects in materials or workmanship or caused by wear and tear covered by this Agreement.

Hours means an alternate measure of mileage to determine coverage plan expiration for which 1 hour equals 25 miles.

Incomplete Vehicle means a Vehicle with the first three VIN positions of with 1FC, 1FD, 1F6, 1MH, 2FC, 2FD, 2MH, 3FC, 3FD, 3FE and 3FR (except body types E14, E24, S24, E31, S31, E34 or S34).

New Vehicle Limited Warranty means the manufacturer's original limited bumper to bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

Provider Fee means the consideration paid for a service contract.

Reimbursement Insurance Policy means a policy of insurance that is issued to a service contract provider to provide reimbursement to the service contract provider for all service contract obligations.

RentalCARE Coverage means reimbursement for vehicle rentals due to repairs covered under the manufacturers' warranty or recalls.

Retail Value of the Vehicle means the retail value of the Vehicle at the time of repair or service, as determined by "National Auto Dealers' Association (N.A.D.A.) Guide", taking into consideration the location, mileage and condition of the Vehicle.

Scheduled Maintenance Services means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

Selling Dealer means the authorized Ford or Lincoln Mercury dealership that sold You the service contract represented by this Agreement.

Service Contract means a contract or agreement for consideration above the lease or purchase price of the Vehicle for a specific duration to perform the repair, replacement, or maintenance for operational or structural failure due to a defect in materials or workmanship, or normal wear and tear.

Service Contract Holder or Purchaser means a person who is the purchaser or holder of a service contract.

Service Contract Provider means a person who is contractually obligated to the service contract holder under the terms of the service contract.

Signature Date means the date You signed the Application to this Agreement.

Snow Plow Factory Option means any new and used F-150, Ford F-250, F-350, F-450 and F-550 trucks that are equipped with Snow Plow Prep Package models 53C, 86M, 473 or 627 (770 Payload Group-V), 862, 863, 864, 62B, 62S, 63A, and 47S or any snow plow package that is the equivalent of the Snow Plow Prep Package models.

Super Duty Coverage means a Ford Super Duty Diesel EngineCARE and Ford Super Duty Diesel EngineCARE Plus coverage plan on an eligible Ford F-250, Ford F-350, Ford F-450, or Ford F-550 truck, a Ford E-250, Ford E-350, Ford E-450 or a Ford Excursion equipped with a 4.5L, 6.0L, 6.4L, and 6.7L Power Stroke engine.

Vehicle means the vehicle identified in the Application by the VIN and in the State of Washington subject to registration under chapter 46.16 RCW.

Vehicle Identification Number (VIN) means the 17 alpha-numeric identifier assigned to a motor vehicle by the manufacturer.

Warranty Start Date, for the New Vehicle Limited Warranty, means the date on which the Vehicle was placed into service. If the Vehicle was used by the dealership as a demonstrator unit, the Warranty Start Date is the date the Vehicle was placed into service as a demonstrator unit.

Zero Miles means the starting mileage for the calculation of the expiration of all New Vehicle Limited Warranties. For benefit determinations, all New Vehicle Limited Warranties are considered to begin with zero miles on the Vehicle.

4. DEDUCTIBLES, STANDARD & OPTIONAL

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

OPTIONAL DEDUCTIBLES

Deductible options are not available on Incomplete Vehicle Coverages, CPO Upgrade Coverage on Competitive Make Vehicles, Super Duty Coverages and RentalCARE Coverages.

WHAT THIS AGREEMENT COVERS: Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan and Coverage You elected, repairs and parts (including parts and labor costs) will be provided as referenced herein. We will either: (a) service Your Vehicle; (b) repair or replace covered Failures or (c) reimburse You for the Vehicle's servicing or for the repair or replacement of covered parts and repairs needed to a non-covered component caused by the failure of a covered component. We may inspect the Vehicle before performing any service or repairs on inspected parts that are serviced, repaired or replaced.

COVERED ITEMS - "PowertrainCARE"

You elected PowertrainCARE, the following items are covered except for Kia, Hyundai and Mitsubishi Component Wrap Coverages:

Cylinder - Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder heads, manifold (Exhaust and Intake), manifold and bolts, factory installed turbocharger/supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pump, timing chain cover, oil pump, water pump, thermostat, thermostat housing. **EXCLUSIONS: CARBURETION AND FUEL INJECTION COMPONENTS ARE NOT COVERED).**

Transmission - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals and gaskets.

Front-Wheel Drive - Final drive housing and Rear Axle Housing for AWD (including all internal parts), universal and constant velocity joints, front-wheel bearings, axleshafts, king rings (four-wheel drive vehicles), seals and gaskets, automatic front locking hubs (four-wheel drive), rear wheel bearings.

Rear-Wheel Drive - Drive axle housings and Front Axle Housing for 4X4 (including all internal parts), universal and constant velocity joints, rear-wheel bearings and retainers, axleshafts, seals and gaskets, driveshafts, front-wheel bearings.

COVERED ITEMS - "BaseCARE"

You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

Odometer & Speedometer - Coverage is provided for both the odometer and speedometer, including all cables and connectors.

Fuel Line - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

Governor - Governor Assembly.

Power Steering - Power steering pump, cooler and metal lines, couplings, seals and gaskets, pump and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler pulley.

MacPherson - MacPherson struts (front or rear), upper and lower control arms, stabilizer bars, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball joints, kingpins and bushings, spindle and spindle supports. **NOTE: This coverage includes only the items listed in this paragraph and does not include either front end alignments or wheel balancing, unless the repair to such items is required in conjunction with the repair of a Failure.**

Brake - Master cylinder, calipers and wheel cylinders, combination valve, metal lines and hoses, power brake booster, backing plates, springs, clips and retainers, self adjusters, king brake linkage and cables, brake pedal shaft. **NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in conjunction with the repair of a covered Failure.**

Compressor - Compressor, condenser, evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and drive coil.

Electrical - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and critical components of a heated backglass. **NOTE: Heated backglass coverage is for critical components only and does not include general glass damage or breakage.**

COVERED ITEMS - "ExtraCARE"

You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

Flywheel - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

Distributor - Distributor assembly.

Air Tech - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake module and sensor, automatic temperature control, compass and thermometer read-out displays, distributor cap and rotor, electronic air suspension (switch-vacuum pump), control assembly suspension air spring, spring & solenoid assembly front suspension, air line solenoid, o-ring solenoid, left/right-front spring, dryer assembly, sensor-air level, line protector, spring-load leveling, control module-air suspension, sensor right/left air suspension leveling, air suspension quick connect, air line repair kit, switch-right/left air suspension leveling, o-ring suspension air spring dryer, silencer-air suspension, wire assembly air suspension switch, front spring air suspension and rear spring air suspension), electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), fuel tank and lines, diesel injectors and lines, heater blower motor and core assembly, keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles), electronic key fobs, power door lock retainer clip, radiator, radiator fan, radiator fan tach or motor, speed control, engine mounts, transmission vacuum module and units, and external transmission module.

COVERED ITEMS - "PremiumCARE"

You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded in the Provision titled: "WHAT IS NOT COVERED BY THIS AGREEMENT".

COVERED ITEMS - Component Wrap Coverage (Kia/Hyundai/Mitsubishi only)

You elected Component Wrap Coverage, You have ExtraCARE or PremiumCARE coverage for all components not covered under the Original Equipment Manufacturer's Powertrain Warranty. Please review Your Original Equipment Manufacturer's Owner's

Guide for Powertrain coverage. Component Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

5F. COVERED ITEMS - NEW PLAN "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$30 per day on Ford, Mercury and Competitive Make vehicles and \$36 per day on Lincoln vehicles that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired provided, however: (i) the service or repair is (a) covered under the New Vehicle Limited Warranty or (2) the result of a manufacturer's recall or customer satisfaction program and (iii) the vehicle must be rented from a Ford or Lincoln Mercury dealership or other commercial agency that rents or leases motor vehicles as its principal business. RentalCARE coverage will begin when You deliver the Vehicle to the Selling Dealer or other dealer that has a franchise from an original equipment manufacturer. To determine the (3) day coverage period, the first day of coverage is the day after You deliver Your Vehicle for repair or service.

If You elected a RentalCARE Coverage plan with a mileage term that exceeds the 3 year or 36 month bumper to bumper New Vehicle Limited Warranty, You will receive PremiumCARE coverage upon expiration at the earlier of 3 year or 36 month bumper to bumper New Vehicle Limited Warranty, for the additional mileage term selected.

5G. COVERED ITEMS - Ford Super Duty Diesel EngineCARE

If You elected Ford Super Duty Diesel EngineCARE, the following items are covered:

Crankcase, oil cooler, cylinder block, cylinder heads, cylinder head gasket, EGR cooler, factory installed turbocharger, fuel injection pump, fuel injection pressure regulator, fuel injectors, internal lubricated parts, oil pump, timing chain cover, and timing chain (gears or belt).

5H. COVERED ITEMS - Ford Super Duty Diesel EngineCARE Plus

If You elected Ford Super Duty Diesel EngineCARE Plus, the following additional items are covered:

Flywheel, manifold (exhaust and intake), manifold and bolts, oil pan, seals and gaskets, thermostat, thermostat housing, valve covers, and water pump.

6. ADDITIONAL BENEFITS

6A. ROADSIDE ASSISTANCE COVERAGE - Only available with the following NEW AND USED CORE PLAN COVERAGES, COMPONENT WRAP COVERAGE PLANS, OR SUPER DUTY COVERAGE PLANS:

For all New and Used Core Plans, Component Wrap Coverages, and Super Duty Plans covering E and F-250 vehicle series, We contracted with Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc. ("Cross Country"), licensed automobile clubs, to provide roadside assistance to You as part of this Agreement. Cross Country's address is P.O. Box 9145, Medford, MA 02155. For all Super Duty Plans covering E and F-350 series and higher, We contracted with for Coach-Net Services Group, Inc. ("Coach Net") a licensed automobile club, to provide Roadside Assistance to You as part of this Agreement. Coach-Net's address is 900 North Lake Havasu Avenue, Lake Havasu, Arizona 86403. Cross Country and Coach Net shall hereinafter be collectively referred to as "Ford Roadside." Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford Roadside 24 hours a day, 7 days a week. To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673. Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ford Roadside or US.

1. ROADSIDE ASSISTANCE ITEMS

ITEMS COVERED: Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts, provided that coverage is limited to 3 "no charge" service calls during a 12 month period (electric vehicles with main power cell batteries will be provided 3 "no charge" tows to either the nearest servicing facility, Your residence, or a charging station in place of any battery jump start service); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; and (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement. We will pay up to \$200 for towing a Hybrid vehicle.

ITEMS NOT COVERED: Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except for an out of fuel assistance call provided in section 6.1(d) herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas).

WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH:

- 1) Your name, address and the VIN;
- 2) the exact location of the Vehicle; and,
- 3) the nature of Your emergency.

LIMIT OF LIABILITY: If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement (up to \$200 for towing a Hybrid vehicle) for the emergency expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford Roadside at the address shown herein.

2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$500 for the actual Emergency Travel Expenses You incur within the first 72 hours following the disablement.

DESTINATION ASSISTANCE - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75.

You will receive reimbursement expenses under "EMERGENCY TRAVEL EXPENSE REIMBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the disablement. You must send to Ford Roadside at the address shown herein a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (the disablement is caused by a collision); (iv) a copy of the repair order indicating service or repairs performed under this Agreement or the Vehicle's New Vehicle Limited Warranty (if the disablement is due to a Failure).

TOWING REIMBURSEMENT - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford Roadside will pay the towing costs if the Vehicle is towed to the Selling Dealer or other Ford Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. If You select CORE Coverages or Super Duty Coverages the towing reimbursement is limited to \$100 per incident. For hybrid vehicles, towing is limited to \$200 per incident.

RENTAL CAR REIMBURSEMENT: ON NEW AND USED CORE COVERAGES, COMPONENT WRAP COVERAGES, OR SUPER DUTY COVERAGES - You may be eligible for rental car reimbursement if: (i) the servicing or repair facility determines that the vehicle or repair is: (a) covered under this Agreement or a New Vehicle Limited Warranty; (b) an extended powertrain warranty; or (c) the result of a Ford Motor Company manufacturer's recall; and (ii) You rent the vehicle from a Ford or Lincoln Mercury dealership or other commercial agency.

You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable if it was continued to be operated.

You meet all of the eligibility requirements set forth herein. We will reimburse You for the rental charges You actually incur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first.

Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and ends when the repair is completed.

FIRST DAY RENTAL - If Your Vehicle is a Ford, Lincoln or Mercury Vehicle, You may elect First Day Rental with Your **NEW OR USED CORE COVERAGES AND CPO GRADE COVERAGE**. We will reimburse You for vehicle rental charges You actually incur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per day for Lincoln vehicles for up to 10 days or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

We will not reimburse You for any vehicle rental charge(s) incurred before the Signature of this Agreement or upon completion of Your repair.

ENHANCED RENTAL OPTION: This option is available on all **NEW AND USED CORE COVERAGES**, (except Police Plan coverage), **RENTAL CARE COVERAGES AND SUPER DUTY COVERAGE**.

If You purchased the Enhanced Rental Option with any of the Coverages referenced above, We will reimburse You for vehicle rental charges You actually incur up to \$75 per day for up to 10 days for all plans except RentalCARE and for up to 3 days on RentalCARE or until the repair is complete, whichever occurs first. Enhanced Rental Option starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service.

WHAT IS NOT COVERED BY THIS AGREEMENT: Unless stated otherwise (See **STATE SPECIFIC** provisions for additional exclusions or changes), this Agreement does **NOT** cover:

Repairs covered by manufacturer recalls or any insurance or warranty;

Service adjustments and cleaning not made with a covered repair;

Repairs to any engine, transmission and final drive components for damages caused by an after-market turbocharger or supercharger or other performance enhancing powertrain components including but not limited to Ford racing parts or accessories;

Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel;

Repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;

Repairs caused by collisions or other physical damage to the Vehicle, unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source), damage from fire or explosions, road hazards, other casualty losses, or losses due to negligence, racing or Failures caused by: (1) alterations or modifications to the Vehicle, including the body, chassis, or components, after the Vehicle leaves the control of the manufacturer (any part or accessory that is not permanently affixed to the Vehicle at point of sale); (2) tampering with the Vehicle or the emissions systems and components; (3) the installation or use of any part not approved, certified or authorized by the Vehicle's manufacturer or any repair caused by after-market (on-factory approved) PCM reprogramming; or (4) any part designated for "off-road use" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, aftermarket wheels that do not provide equivalent fit and function as original equipment installed by the manufacturer, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components;

Damage caused by the environment and pollution, including airborne fallout, corrosion chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;

Damage caused by theft, vandalism, terrorism, riot or acts of war;

Any Incomplete Vehicle plan or Diesel Equipped Vehicle plan that exceeds the selected hour parameter for coverage expiration.

Repairs caused by lack of required or recommended maintenance;

Scheduled Maintenance Services;

Repairs needed to a covered part caused by the Failure of a non-covered part;

Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;

m) Loss of use of the Vehicle, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);

n) Mileage charges, drop-off fees, insurance, or gasoline;

o) State or local taxes for Rental Car Reimbursement, First Day Rental, Enhanced Rental Option or RentalCARE Coverage;

p) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;

q) Repairs to the Vehicle performed outside of the United States, District of Columbia, Guam, Puerto Rico or Canada;

r) Repairs required as a result of operation outside the United States, District of Columbia or Canada;

s) Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection;

t) Shop supplies and disposal of environmental wastes from the Vehicle;

u) A Vehicle is excluded from coverage if, (1) the New Vehicle Limited Warranty for the Vehicle or specified component parts are voided, in whole or part, (2) the Vehicle is a Branded, Totaled or Salvaged Vehicle, or (3) if We cannot determine the VIN.

v) The following are not covered by this Agreement: Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren, Rolls Royce, Acura, Audi R8, R9, any model with 8 or more cylinders, BMW 6 series, 7 series, M series, Z8, Cadillac V series, XLR, and model with 4.1 liter engine, Chevrolet Corvette Z06, Corvette ZR1, Chrysler SRT, Dodge SRT, Stealth, and Viper, Ford Focus F-150, GT, Mustang, Cobra R, Roush Stage 2/Stage 3/4/2TR, Shelby GT 500KR, Supersnake, and all Saleen modified vehicles, Hummer, Jaguar XJ series and XK series, Jeep SRT, Land Rover, Range Rover Supercharged, Range Rover Sport Supercharged, Lexus LF-A, Mercedes-Benz AMG, CL Class, G Class, Kompressor, S Class, and SLK Class, Mitsubishi 3000 series, Nissan GT-R, and Volkswagen Phaeton and any model with W12 engine. Taxis, limousine/livery, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles, and 4X2-equipped vehicles modified with 4X4 AWD capabilities. Additional exclusions for Used Core Plans include police, fire, shuttles and tow trucks. Additional exclusions for New and Used Core Plans include all vehicles built with the first three VIN positions of 1FC, 1FD, 1FG, 1MH, 2FD, 2L1, 2LJ, 2MH, 3FD, and 3FH. Additional exclusions for competitive make vehicles (non-Ford, Lincoln, and Mercury) include police, fire, ambulance, tow truck, rental, shuttle and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis), and all vehicles equipped with snow plows. Additional exclusions for Police vehicle plans include all Competitive Make vehicles. Additional exclusions for Incomplete Vehicle plans include all Competitive Make vehicles, all Ford vehicles higher than a F-750 on BaseCARE and PowertrainCARE plans, all Ford vehicles F-650 and higher on ExtraCARE and PremiumCARE plans, and all E series vehicles with body codes E14, E24, E31, E34, S31, S34, and S24, and all Low Cab Forward vehicles.

w) Service adjustments and cleaning, batteries of all types and cables, belts, hoses, hose clamps, brakes (front hub, drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, coolant, exhaust system (includes catalytic converter), filters, fluids, lubricants, lights (bulbs, sealed beam, lenses), spark plugs, spark plug wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, LED lights, shock absorbers and compressed natural gas/liquid propane fuel system conversion components are excluded from this Agreement.

x) Service adjustments fixed (non-moving) body parts, bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers and ornaments, convertible top, fabric, liners, zippers, fasteners, buttons, carpets, dash pad, door, wiper blades and window handles, knobs, rearview mirror (glass and housing), trim and upholstery.

y) Costs or expenses for the teardown, rental expense, inspection or diagnosis of Failures not covered by this Agreement.

8. REPAIR INFORMATION

8A. WHERE TO GO FOR REPAIRS: (1) Unless You need an Emergency Repair or Service, We recommend that You return to the Selling Dealer to obtain repairs or service to Your Vehicle. However, You may obtain repairs or service to the Vehicle under this Agreement from any Ford Lincoln or Mercury franchised dealership in the United States or Canada.

If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford or Mercury dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement.

(2) If the Vehicle should need Emergency Service or Repair and the vehicle is inoperable, You may use other repair or service facilities if all local Ford or Lincoln Mercury dealerships within a 25 mile radius are closed.

(3) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact 1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your refund.

8B. REPAIRS & MAINTENANCE SERVICES ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS: All repairs and covered maintenance services will be made with Ford authorized new or remanufactured parts or other products We authorize.

8C. LOSS LIMITS: We will pay up to the Retail Value of the Vehicle for all service contract repairs for CORE Coverages, Component Wrap Coverages and Super Duty coverages for each Eligible Repair Visit. We will also pay fair and reasonable parts cost and labor time and rates.

9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE: To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN and the maintenance that was performed.

Scheduled Maintenance Service require periodic service checks based on mileage intervals and the make and model of Your vehicle. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

INELIGIBLE OR EXCESS COVERAGE: If You were charged for coverage for which Vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement We will the refund to Your lender with instructions to credit Your loan. You will be notified of refund and the termination of any ineligible or excess coverage.

CONTRACT MODIFICATIONS & CHANGES: Provided your coverage under this Agreement has not expired or been otherwise limited, it may be modified or changed by as shown below:

1. CORE COVERAGE AND SUPER DUTY PLANS:

all Ford, Lincoln or Mercury Vehicles and Super Duty Vehicles, You may change Your coverage under this Agreement:

- (i) before the expiration of the New Vehicle Limited Warranty; or
- (ii) within the first 90 days after the Signature Date, whichever date (i) or (ii) is later.

all Competitive Make Vehicles, You may change Your coverage under this Agreement:

- (iii) before the expiration of the first 3 years from the Warranty Start Date or within first 35,000 miles from Zero Miles; whichever occurs first; or
- (iv) within the first 90 days after the Signature Date, whichever date (iii) or (iv) is later.

New Core Coverage Plans, Super Duty Coverage Plans, Police Coverage Plans and Complete Coverage Plans. We will charge a fee for changes to coverage that are made more than 12 months after the Warranty Start Date or 12,000 miles from Zero Miles, whichever occurs first.

2. CORE COVERAGE PLANS:

You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

TRANSFERABILITY: You may transfer the remaining coverage of the Vehicle under this Agreement, if You pay Us a \$75 transfer fee and if You or the transferee of this Agreement initiates the transfer process and provides the following items to any Ford or Lincoln Mercury dealer or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days of the vehicle sale:

- a) letter, signed by You, transferring this Agreement to the transferee;
- b) a statement of the mileage on the Vehicle at the time of transfer; and
- c) the name and address of the transferee;

You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.

CANCELLATION AND REFUND

YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement, minus a \$75 processing fee for each plan cancelled.

If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day a claim has been filed at any time during the term of this Agreement from the Signature Date the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your lender, minus a \$75 processing fee for each plan cancelled.

If the Selling Dealer is no longer in business, then You may submit a written request to Us at the address referenced in 11A.

You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund. If we provided this Agreement to You at no cost, You are not entitled to a refund.

If You have financed this Agreement, (a) any refund due under this Agreement will be payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If Your Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name.

OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

DISPUTE RESOLUTION & ARBITRATION: Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group or dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or to get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

STATE SPECIFIC PROVISIONS: The following provisions are applicable in the states set forth below and modifies only those specific terms referenced. All other terms and conditions are unchanged.

14.01 For Agreements in ALABAMA, HAWAII, MINNESOTA, MISSOURI, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, and WYOMING:

A. (5) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: In New Mexico, if You have not received your refund amount within sixty (60) days of your

cancellation request, and within forty five (45) days of Your cancellation request in AL, HI, MN, SC, TX and WY, and within thirty (30) days of Your cancellation request in MO and NY, You are entitled to receive ten percent (10%) of the refund amount outstanding for every month that the refund is delayed.

14.02 For Agreements in ALABAMA, HAWAII, MINNESOTA, MISSOURI, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, VERMONT, AND WYOMING:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

14.03 For Agreements in HAWAII, MINNESOTA, MISSOURI, MONTANA, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TEXAS AND WYOMING:

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: In HI, MN, MT, NC and TX, We may cancel this Agreement within 5 days prior written notice, 10 days prior written notice in WY, and 15 days prior written notice in MO, NY and SC when sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- (a) You failed to pay the purchase price of this Agreement;
- (b) You materially misrepresented any fact or circumstance to Us; or
- (c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

14.04. ALABAMA:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If You have not made a claim, and the Selling Dealer did not receive notice of cancellation within 30 days from the date the Selling Dealer mailed or delivered this Agreement to You, We will charge You a cancellation processing fee not to exceed \$25.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement with five (5) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- a) You failed to pay the purchase price for this Agreement; or
- b) You materially misrepresented any fact or circumstance to Us

14.05. CALIFORNIA:

1A. CALIFORNIA LICENSE NUMBER DISCLOSURE:

THE CALIFORNIA LICENSE NUMBER OF FORD MOTOR SERVICE COMPANY IS DC41369.

CALIFORNIA DEPARTMENT OF INSURANCE CONTACT INFORMATION: If any promise made in this contract has been denied or has not been honored within 60 days after Your request, You may contact the California Department of Insurance at 1-800-927-4357.

2B. SALES TAX: Sales tax is not applicable in California.

7. WHAT IS NOT COVERED BY THIS AGREEMENT

s. Repairs made to the Vehicle that are required due to a condition that existed prior to the purchase of the Agreement and would have been obvious during a presale inspection.

8D. CLAIMS APPROVAL: A valid claim will not be denied based solely on a failure to obtain claim approval before commencing the repair if the repair facility reasonably attempted to obtain approval.

12A. (1) (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of odometer reading, on or before the 60th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

(1) (B) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 60th day from the Signature date and a claim has been filed under this Agreement, the Selling Dealer will divide the purchase price You paid for this Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused months or miles, whichever is greater, and refund this amount ("Pro Rata" basis) to You or Your lender.

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 60th day from the Signature Date the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will issue a Pro Rata refund to You or Your lender, minus a cancellation processing fee equal to the lesser of \$25 or 10% of the purchase price.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement at anytime during the term of this Agreement if You fail to pay the purchase price of this Agreement or for any material misrepresentation or fraud. We will provide written notice, stating the specific grounds for cancellation, to You at Your last known address. This Agreement will no longer be valid five days after the postmark date of the notice. If any refund is owed, a Pro Rata Refund will be issued to You or Your lender within thirty days of the cancellation date. If We cancel this Agreement for any of the reasons stated above, We will honor any claims for repair or reimbursement if submitted to Us prior to the effective date of cancellation, if eligibility requirements are met.

13. DISPUTE RESOLUTION & ARBITRATION - Either You or We may choose to have any dispute related to this Agreement, or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125.

You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

Agreement is subject to California law applicable to consumer contracts and the omia Arbitration Act (CCP section 280 et. seq.). Any arbitration decision shall be in g with a supporting opinion.

16. CONNECTICUT:

WHAT THIS AGREEMENT COVERS: If Your Vehicle is in Our custody being repaired, coverage under this Agreement will be extended until the repair to Your Vehicle is plete if this Agreement expires within one year of purchase pursuant to SECTION D of Application "COVERAGE TERM AND COST".

WHERE TO GO FOR REPAIRS: (3) In house service is not provided under this ument. You are responsible for any costs to transport the covered Vehicle for service exceed the towing allowances referenced in Section 6A. of this Agreement.

(6). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: This eement is cancelable if the covered Vehicle is returned, sold, lost, stolen, or destroyed.

DISPUTE RESOLUTION & ARBITRATION: If You purchased this Agreement in necticut, You may pursue arbitration to settle disputes between You and Us. You may l your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, iford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must rcribe the dispute, identify the price of the product and cost of repair, and include a y of this Agreement.

07. FLORIDA:

FRAUDULENT CLAIM NOTICE: Under the Code, any people who, with the intent to re, defraud or deceive any insurer, knowingly files an application for coverage or a tement of claim that contains false, incomplete or misleading information is guilty of a ny of the third degree.

FLORIDA OFFICE OF INSURANCE REGULATION: The Florida Office of Insurance gulation does not regulate the rates charged for any plans sold pursuant to this eement. The Florida Office of Insurance Regulation does not regulate Maintenance ns. Maintenance plan coverage is optional and may only be purchased in njunction with the purchase of a motor vehicle service agreement plan. The chase price of a Maintenance plan must be disclosed separate and apart from the :mium of a motor vehicle service agreement plan.

DEDUCTIBLES, STANDARD AND OPTIONAL: In the event You have purchased the eappearing Deductible option and Your Selling Dealer is no longer in business, You may e Your vehicle to any Ford or Lincoln Mercury dealership for repair or service and Your eappearing Deductible will be honored.

A. TRANSFERABILITY: You may transfer the remaining coverage of the Vehicle under s Agreement, if You pay Us a \$40 transfer fee and if You or if the transferee of this reement initiates the transfer process and provides the following items to any Ford or colin Mercury Dealer or Us at P.O. Box 6045, Dearborn, Michigan 48121 within 60 days the vehicle sale:

a letter, signed by You, transferring this Agreement to the transferee;

a statement of the mileage on the Vehicle at the time of transfer; and

) the name and address of the transferee;

u may not transfer coverage if the Vehicle becomes a Branded Vehicle or is ossessed. Transferred Agreements may not be cancelled.

. CANCELLATION AND REFUND

) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

We or the Selling Dealer receive a written cancellation request, including a copy of Your plication, proof of payment and statement of the odometer reading, on or before the th day from the Signature Date, We will cancel this Agreement and refund the purchase ice You paid less any claims paid under this Agreement.

We or the Selling Dealer receive a written cancellation request, including a copy of Your plication, proof of payment and statement of the odometer reading, after the 60th day m the Signature Date, You will receive a refund of not less than 90% of the unearned o rata premium less any claims paid under this Agreement.

You have financed this Agreement, (a) any refund due under this Agreement will be ade payable to the lienholder, up to the amount of the lien; and (b) only that portion of a fund due under this Agreement in excess of the amount of the lien will be paid to You. this Agreement was not financed, any refund due under this Agreement will be paid by eck issued in Your name.

u may not cancel the options You purchased without canceling the entire Agreement id We will not charge You a cancellation processing fee. If this Agreement expires under e time or mileage limitations, You are not entitled to a refund.

) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:

e may cancel this Agreement within 60 days from this Agreement's Signature Date for y reason.

ter 60 days from this Agreement's Signature Date, We may cancel this Agreement only r the following reasons:

If You failed to pay the purchase price for this Agreement (in which case We must ovide you notice of cancellation by certified mail);

If You materially misrepresented any fact or circumstance to Us at the time of sale of is Agreement;

If You substantially breached Your duties under this Agreement to maintain or use the hicle as prescribed by the Manufacturer;

Y Your failure to repair a tampered or disabled odometer on the Vehicle.

We cancel this Agreement, We will make a refund of not less than one hundred percent 00%) of the unearned gross amount that You paid for this Agreement (equally pro rated asis) and We will not charge You a cancellation processing fee.

3. DISPUTE RESOLUTION & ARBITRATION - If the parties fail to agree on any matter ncerning this Agreement or the Application or You allege damages under this greement or Chapter 634 of the Florida Statutes, then the matter shall be submitted to bitation upon the written demand of either party. The parties may contact the Better usiness Bureau (BBB) at 1-800-955-5100 or www.auto.bbb.org/ESP, to learn about or ain arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless th parties mutually agree to accept the arbitrators' decision as final. No suit shall be menced in a federal, state or local court until such time as both You and We first dress our disagreement in an arbitration proceeding pursuant to this Section 13. Each

claim must be arbitrated individually. If there is a dispute between the parties and this Agreement, this Agreement shall govern.

We will pay Your reasonable arbitration fees and expenses that are in excess of \$125. You may employ an attorney to represent You in the Arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

14.08. ILLINOIS:

5. WHAT THIS AGREEMENT COVERS: Unless specifically provided in this Agreement, this Agreement does not cover "wear and tear."

12(A)(1)&(2): YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price less a cancellation processing fee, not to exceed 10% of the Agreement purchase price or \$50, whichever is less. If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rata basis") less paid claims to You or Your lender, and a cancellation processing fee that is the lesser of 10% of the Agreement purchase price or \$50 for each plan cancelled.

14.09. LOUISIANA:

12A. (1) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written notice of cancellation within thirty (30) days from the date this Agreement was delivered or mailed to You, Selling Dealer will provide You with a full refund less a \$50 processing fee.

(2) If You cancel this Agreement after 30 days from the date the Agreement was delivered or mailed to You, You shall receive a refund on a "Pro-Rata" basis less a \$50 processing fee. For purposes of this section 12A. (2), "Pro Rata basis" will be determined by dividing the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater, multiply this dollar amount by the remaining unused miles or months, whichever is less.

14.10. MINNESOTA:

3. MINNESOTA USED VEHICLE NOTICE:

If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer,

A) the Vehicle had fewer than 36,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 60 days after the date You purchased the Vehicle or (ii) 2,500 miles, whichever occurs first.

B) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 36,000 miles but fewer than 75,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 30 days after the date You purchased the Vehicle or (ii) 1,000 miles, whichever occurs first.

C) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 75,000 miles from Zero Miles, the Selling Dealer is not required to warrant the Vehicle.

7. WHAT IS NOT COVERED BY THIS AGREEMENT: (Additional Exclusions or changes)

f) Damage caused by the environment and pollution, including airborne fallout, chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;

j) Scheduled Maintenance Services,

1. For New Vehicles - repairs resulting from the lack of required or recommended maintenance as contained in the Scheduled Maintenance Guide for your vehicle;

2. For Used Vehicles - repairs resulting from the lack of required or recommended maintenance, provided that, at the time the used Vehicle came into Your possession or control: 1) the Vehicle still retained its owner's manual; or, 2) You were offered a copy of the owner's manual for an incremental charge of ten dollars (\$10) or less; or 3) the maintenance requirements contained in the Scheduled Maintenance Guide were replaced with a new specific maintenance schedule.

l) Repairs to the Vehicle if the odometer

1. has been tampered with, but only if the tampering occurs while the Vehicle is in Your possession or control; or

2. If You have failed to have a broken odometer repaired, if the odometer failed while the Vehicle is in Your possession or control.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement with (5) days prior written notice sent to You at your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

a) You failed to pay the purchase price for this Agreement;

b) You materially misrepresented any fact or circumstance to Us; or

c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use.

d) if the VIN cannot be established because of actions for which You are responsible.

14.11. NEVADA

2B. SPECIAL NOTICE - RENEWABILITY: This Agreement is non-renewable.

8A. (4). Prior approval may be necessary for services depending on the total cost of the repair. If prior approval is required, Your servicing dealer will contact ESP Prior Approval Headquarters for authorization.

12 A. (1). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed under this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement. We will refund the purchase price of the Agreement within 45 days of written notice. If a full refund is not received within 45 days of Your written cancellation request, You are entitled to receive an additional 10% on the refund amount owed to You for each thirty day period.

11. (2). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of months or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis") to You or Your Lender, minus a \$75 processing fee.

12. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to: (i) its stated term, or (ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement, at any time, within 15 days prior written notice sent to You at Your last known address, if the cancellation is for any of the following reasons:

You failed to pay the purchase price for this Agreement;
You materially misrepresented any fact or circumstance to Us;
You were convicted of a crime that results in an increase in the service required under this Agreement;

There is a material change in the nature or extent of the required service or repair to be performed after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle that has been voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established); or

We discover (1) an act or omission by You, or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

12. NEW HAMPSHIRE:

SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: Please direct all questions and complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at either: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or (800) 852-3416.

13. NEW MEXICO:

3. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this Agreement has been in effect for at least seventy (70) days, We cannot cancel it prior to: (i) its stated term, or (ii) the one (1) year anniversary of its original effective date, whichever occurs first. We may, however, cancel this Agreement at any time, with fifteen (15) days prior written notice sent to You at your last known address, if the cancellation is for any of the following reasons:

You failed to pay the purchase price for this Agreement;
You materially misrepresented any fact or circumstance to Us;
You were convicted of a crime that results in an increase in the service required under this Agreement;

there is a material change in the nature or extent of the required service or repair that occurs after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the VIN cannot be established) or;

We discover (1) an act or omission by You or (2) a violation by You of any condition of the Agreement that occurs during the term of the Agreement and that substantially and materially increases the service required under this Agreement.

14. NEW YORK:

SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.

15. NORTH CAROLINA:

A. (1) & (2) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If You cancel this Agreement, the Selling Dealer will deduct from any refund (a) the cost of claims paid under this Agreement and (b) a cancellation processing fee equal to 10% of the unearned purchase price pro rated based upon the unused months or miles of coverage remaining, whichever is lower.

16. OREGON:

COMPLAINTS: Unresolved complaints can be addressed to the Department of Consumer and Business Services, Oregon Insurance Division, Consumer Advocacy Unit, 300 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 888-877-4894.

DISPUTE RESOLUTION AND ARBITRATION: If You and We cannot agree to a claim settlement and You have exhausted all internal appeals, You and We may agree to have a dispute related to or arising from this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). To learn about beginning arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP.

You will pay Your reasonable arbitration fees and expenses that are in excess of \$100. You may employ an attorney to represent You in Arbitration, but an Attorney is not required. We will not pay Your attorney fees if You use an attorney. If We request arbitration, We will pay the arbitration filing fee.

This Agreement is subject to ORS 36.600-36.740. Arbitration will take place in the state of Oregon in accordance with Oregon laws unless You and We mutually agree to another location. All arbitration decisions shall be in writing with a supporting opinion.

17. SOUTH CAROLINA:

SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS ONLY): Please direct all questions or complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 48121. In the event that We do not timely resolve such matters, You may contact the South Carolina of Insurance at either: Post Office Box 3105, Columbia, South Carolina, 29202-3105, or (800) 768-3467.

18. TEXAS:

SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 800-392-FORD.

20. COMPLAINTS: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

14.19. WASHINGTON:

24. INSURER CUT-THROUGH BENEFITS: You are not required to wait sixty (60) days to file a claim for service or other benefit owed pursuant to this Agreement directly with the insurer of this Agreement.

7. WHAT IS NOT COVERED BY THIS AGREEMENT:

i) Repairs to a covered part caused by the lack of required or recommended maintenance.

10. INELIGIBLE OR EXCESS COVERAGE: If You were charged for coverage for which Your vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement We will send the refund to Your lender with instructions to credit Your loan. You may cancel this Agreement within 60 days of this Agreement being mailed or delivered to You for ineligible or excess coverage. You will be notified of the refund and the termination of any ineligible or excess coverage.

12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

(1) If You have not made a claim under this Agreement and the Selling Dealer receives written notice of cancellation within 30 days after this Agreement was delivered or mailed to You, the Selling Dealer will provide you with a full refund of the purchase price paid.

(2) If You have not made a claim under this Agreement and You cancel this Agreement 30 days after the date this Agreement was delivered or mailed to You, You shall receive a pro rata refund of the unearned purchase price based upon the unused months or miles of coverage remaining, whichever is less, minus a \$25 cancellation processing fee.

(5) If the Selling Dealer does not pay You the full refund amount within 30 days of Our receipt of Your cancellation request, You are entitled to receive an additional 10% based on the refund amount owed to You.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement only within 60 days of this Agreement being mailed or delivered if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the purchase price on a Pro Rata basis. If We provided this Agreement at no cost, You are not entitled to a refund.

12C. WHO ISSUES REFUND PAYMENTS: Refund payments will be made by the Selling Dealer, Your leinholder, The American Road Insurance Company or Us.

13. DISPUTE RESOLUTION & ARBITRATION: Arbitration proceedings concerning this Agreement or the Application will be held at a location in the closest proximity to Your permanent residence.

13A. CIVIL ACTION: The State of Washington is the jurisdiction of any civil action in connection with this Service Contract.

14.20. WISCONSIN:

2B. WISCONSIN DISCLOSURE: This Agreement is subject to limited regulation by the Wisconsin Office of the Commissioner of Insurance.

12A. YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

(1) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date the Selling Dealer will cancel this Agreement and refund the purchase price You paid for this Agreement.

(2) If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata" basis) to You or Your Lender, minus a cancellation processing fee of \$75.

12B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If We cancel this Agreement with ten (10) days prior written notice sent to You at Your last known address. Prior written notice is not required if cancellation is for any of the following reasons:

a) You failed to pay the purchase price for this Agreement
b) You materially misrepresented any fact or circumstance to Us
c) You substantially breached Your duties under this Agreement regarding the Vehicle or its use, We are not required to give prior written notice.
d) there is a material change in the nature or extent of the required service or repair that occurs after the Signature Date that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been voided, in whole or in part, the Vehicle is a Branded Vehicle, or the VIN cannot be established)

13. DISPUTE RESOLUTION & ARBITRATION: You and We must mutually agree to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or www.auto.bbb.org/ESP. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

14.21. WYOMING:

13. DISPUTE RESOLUTION & ARBITRATION: Any arbitration taking place in Wyoming will comply with the Wyoming Uniform Arbitration Act.



American Arbitration Association
Dispute Resolution Services Worldwide

RECEIVED

SEP 03 2011

phone: 877-495-4185

fax: 877-304-8457

September 28, 2011

Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
www.adr.org

SENT VIA FACSIMILE AND U.S. MAIL

Norman H. Lehrer, Esq.
Norman H. Lehrer, PC
429 West Wesley
Wheaton, IL 60187

Mary K. Schulz, Esq.
Schulz Law, P.C.
1144 East State Street
Suite A260
Geneva, IL 60134

SENT VIA U.S. MAIL ONLY

Bob Rohrman's Schaumburg Ford
815 East Golf Road
Schaumburg, IL 60173

CT Corporation System
208 South LaSalle Street
Suite 814
Chicago, IL 60604

Re: [REDACTED]

v

Rohr-Berg Motors, Inc. d/b/a Bob Rohrman's Schaumburg Ford
and
Ford Motor Credit Company, LLC

Dear Parties:

As of this date we have not received the required fees from the business in this matter. Accordingly, we must decline to administer this case and will destroy the filing documents within 30 days. Upon your request, we will return the filing documents to you. The payment submitted by the claimant will be returned under separate cover.

Further, since the business has not complied with our request to adhere to our policy regarding consumer claims, we must decline to administer any other consumer disputes involving this business. We request that the business remove the AAA name from its arbitration clause so that there is no confusion to the public regarding our decision.

If you would like to discuss this matter further, please feel free to call.

EXHIBIT E

PE14-030 000709LC

Sincerely,

Sue Anne Esterly-Parrish
Case Filing Specialist
856.679.4623
EsterlyParrishS@adr.org

Supervisor Information: Tara Parvey, 856-679-4602, ParveyT@adr.org

THE ILLINOIS SPECIFIC PROVISION REFERENCED BELOW REPLACES AND IS MADE PART OF THE OCT 10 VERSION OF FORM ESP-8240-NAT-APP & PROVS ENTITLED THE NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS AS FOLLOWS:

ILLINOIS:

1.

A (1) & (2): **YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:** If the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, on or before the 30th day from the Signature Date and no claims have been filed during the term of this Agreement, the Selling Dealer will cancel this Agreement and refund the purchase price less a cancellation processing fee, not to exceed 10% of the Agreement purchase price or \$50, whichever is less. If the Selling Dealer receives a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or a claim has been filed at any time during the term of this Agreement, the Selling Dealer will divide the purchase price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro-Rate basis") to You or Your Lender and a cancellation processing fee that is the lesser of 10% of the Agreement purchase price or \$50 for each plan cancelled.

Norman H. Lehrer P.C.
429 West Wesley
Wheaton, Illinois 60187
630-462-0700

Norman H. Lehrer
Nancy J. Lehrer

630-462-0700
fax: 630-462-0838

William G. Hutul
A. Kathleen Barauski

May 24, 2011

Bob Rohrman's Schaumburg Ford
815 E. Golf Road
Schaumburg, Illinois 60173

Ford Motor Company
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Ford Motor Credit Company LLC
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Notice Of Demand/Revocation

Re: [REDACTED] v. Bob Rohrman's Schaumburg Ford,
Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by [REDACTED] of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR[REDACTED]. The vehicle was warranted through Ford Motor Company, and the purchase was financed through Ford Motor Credit Company.

The vehicle proved defective shortly after purchase, and repeated attempts at repair have been unsuccessful. The vehicle remains defective, and not roadworthy.


EXHIBIT D

PE14-030 000712LC

Additionally, a review of the sales transaction reveals that the sale involved violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, and the refusals by each of you to afford appropriate relief to [REDACTED], or to honor his request that the contracts be revoked/rescinded are unfair acts, in violation of the Consumer Fraud Act. On a prior occasion, when [REDACTED] insisted that the vehicle was defective and that he wanted to return it, Schaumburg Ford offered, through its management, to take the vehicle back, and substitute another vehicle, but change the interest rate on the Ford Credit loan from 0% interest to 4% interest. This is also an unfair act under the Consumer Fraud Act.

[REDACTED] [REDACTED] has directed me to inform you that he is requesting that the contracts be rescinded; that he be compensated for his damages in the amount of \$35,000; and that you accept a return of the vehicle. This request will remain open for ten (10) days. If this case is not resolved within that time, I have been directed to file a lawsuit against each of you in the Circuit Court of Cook County, seeking compensatory damages, punitive damages, costs and attorneys fees, and other appropriate relief.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Norman H. Lehrer", written in a cursive style.

Norman H. Lehrer

NHL.mh
cc: client

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/7/2011 CLOSED	[REDACTED] RAV - OTHER	3FAHP0HA8AF [REDACTED] 1525910811	2010 FUSION	08
4/4/2011 CLOSED	[REDACTED] CLP - IN - BUYBACK - MULTIPLE REPAIRS	3FAHP0HA8AF [REDACTED] 1525910811	2010 FUSION	04
3/22/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FAHP0HA8AF [REDACTED] 1525910811	2010 FUSION	01
3/22/2011 CLOSED	[REDACTED] MISC INQUIRY - CHANGE OF ADDRESS	3FAHP0HA8AF [REDACTED] 1525910811	2010 FUSION	02

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA8AR [REDACTED] Year: 2010
Name: [REDACTED] Owner Status: Original
Symptom Desc: CLIMATE CTRL LACK OF COOLING AUTO TEMP CTRL.
Reason Desc: RAV - OTHER
Issue Type: 08 RAV Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
WSD: 2009-09-19
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: ESP PREMIUM CARE PLAN

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 33444 MI Comm Type: MAIL

Analyst Name: DAUNT,CHRIS Analyst: C-DAUNT

Action Date: 04/07/2011 Action Time: 20.00.10.438 Action Data: No

Comments reg prem 60/75 100 ded

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA8AR [REDACTED]
 Name: [REDACTED]
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS
 Issue Type: 04 REGION
 Initial Customer Contact: 03/23/2011

Year: 2010
 Owner Status: Original
 Issue Status: CLOSED

Model: FUSION Case: [REDACTED]
 WSD: 2009-09-19
 Primary Phone: [REDACTED]
 Secondary Phone: [REDACTED]

Action: TIER II ESCALATION - BUYBACK
 Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD
 Odometer: 33444 MI
 Analyst Name: MCMANUS, PATRICIA
 Action Date: 03/22/2011

Comm Type: PHONE
 Analyst: PMCMANU6
 Action Time: 14.45.14.450

Origin Desc: US CONCERN CASE BASE
 Action Data: No

Comments CUSTOMER SAID: =CUST BEEN TO DLR 8 TIMES FOR CONCERNS WITH THE VEH=CUST IS WORRIED ABOUT GETTING STUCK WITH AN VEH THAT HAS ISSUES=AC BLOWER WAS MAKING SCREECHING ON LOW SETTINGS WAS LAST CONCERN=CUST WANTS FORD TO BUY VEH BACK AND GET INTO A NEW VEH AT 0% FINANCE OFFERDEALER SAID: BOB ROHRMAN SCHAUMBURG FORD815 E. GOLF RD.SCHAUMBURG, IL 60173TEL: (847) 605-0800CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.=ADVISED CUST OF ABOVEVEH WITH CUSTBEST CONTACT NUMBER 2243819388BEST CONTACT TIME MORNING BEFORE 2 PM

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD
 Odometer: 33444 MI
 Analyst Name: RAUSCHER,AMBER
 Action Date: 03/23/2011

Comm Type: PHONE
 Analyst: ARAUSCHE
 Action Time: 11.58.43.186

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Action Data: No

Comments CSM AMBER X7788 --- INITIAL RESEARCH --- 39 LTV ORIGINAL OWNER --- 9 REPAIRS LISTED IN AWS ALL FOR DIFFERENT REPAIRS --- 5 CONTACT THROUGH NHL ON VEH --- NO ACTIVE ESPS ON FILE FOR THIS VEH

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD
 Odometer: 33444 MI
 Analyst Name: RAUSCHER,AMBER
 Action Date: 03/23/2011

Comm Type: OUTBOUND CALL TO CUSTOMER
 Analyst: ARAUSCHE
 Action Time: 12.23.51.976

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Action Data: Yes

Comments OBC TO CUST AT [REDACTED] --- ADV CUST OF CASE NUMBER AND THAT CALL IS BEING RECORDED -- - ADV CUST OF CSM ROLE AND CONTACT INFORMATION --- ADV CUST THAT CSM WAS INVESTIGATING HIS REQUEST THAT FMC REPLACE HIS VEH --- CSM ADV THAT SHE IS GATHERING THE DATA NEEDED TO MAKE THAT DECISION AND THAT SHE WILL CALL CUST AGAIN ON THURS 3-24-2011 AND PROVIDE A DECISION TO HIM AT THAT TIME

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-24-2011
TIME OF FOLLOW UP (HH:MM):	19:30

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

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 33444 MI

Comm Type: OUTBOUND CALL TO
CUSTOMER

Analyst Name:
RAUSCHER,AMBER

Analyst: ARAUSCHE

Action Date: 03/24/2011

Action Time: 15.14.14.292

Action Data: Yes

Comments OBC TO CUST AT [REDACTED] --- ADV CUST OF CASE NUMBER AND THAT CALL IS BEING RECORDED --
- ADV CUST THAT AT THIS TIME FMC IS UNABLE TO HONOR HIS REQUEST TO REPURCHASE OR REPLACE HIS
VEH --- CSM ADV CUST THAT SHE WOULD LIKE TO PROVIDE CUST WITH PREMIUMCARE 5/75 ESP FOR VEH AT
NO COST TO CUST AS A GOODWILL GESTURE TO PROVIDE FUTURE FINANCIAL PEACE OF MIND IF FUTURE
REPAIRS OUTSIDE OF BTB ARE NECESSARY --- CUST ADV THAT HE HAS BEEN WORKING WITH DLR ON TRADING
IN VEH BUT DLR IS GIVING CUST 3.9% RATE NOT HIS 0% FINANCING THAT HE CURRENTLY HAS --- CUST WANTS
DLR TO BE ABLE TO THE 0% RATE FOR THE NEW VEH --- CSM ADV CUST THAT SHE IS UNABLE TO CONTROL OR
ASSIST IN THE SALES SIDE WITH DLR AND THAT CUST CAN CONTINUE TO NEGOTIATE WITH DLR AT A MNGT
LEVEL FOR OPTIONS --- CUST WANTS FMC TO INTERVENE AND FIX THIS --- CSM ADV THAT SHE IS UNABLE TO
DO SO --- CSM ADV THAT SHE WOULD EMAIL ESP BROCHURE TO CUST SO HE CAN REVIEW AND SEE IF HE
WOULD LIKE THIS TO BE APPLIED TO HIS VEH --- ADV CUST THAT CSM WILL F/U WITH CUST ON MONDAY
3/28/2011 --- CSM EMAILED ESP BROCHURE TO CUST AT [REDACTED]

Data Element Name

Data Value

DATE OF FOLLOW UP:

03-28-2011

TIME OF FOLLOW UP (HH:MM):

19:30

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

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 33444 MI

Comm Type: OUTBOUND CALL TO
CUSTOMER

Analyst Name:
RAUSCHER,AMBER

Analyst: ARAUSCHE

Action Date: 03/28/2011

Action Time: 14.11.52.453

Action Data: Yes

Comments OBC TO CUST AT [REDACTED] --- LEFT MESSAGE ON VM --- ADV CUST OF CASE NUMBER AND CSM
CONTAC TINATION --- ADV CUST THAT CSM WAS FOLLOWING UP REGARDING THE ESP CSM ADV CUST ON
--- ADV CUST TO CONTACT CSM AT HIS CONVENIENCE AND THAT CSM WILL F/U WITH CUST AGAIN ON WED 3-30-
2011

Data Element Name

Data Value

DATE OF FOLLOW UP:

03-30-2011

TIME OF FOLLOW UP (HH:MM):

19:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD

Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM

Odometer: 33444 MI

Comm Type: OUTBOUND CALL TO
CUSTOMER

Analyst Name:
RAUSCHER,AMBER

Analyst: ARAUSCHE

Action Date: 03/30/2011

Action Time: 13.12.55.578

Action Data: No

Comments OBC TO CUST AT [REDACTED] --- ADV CUST OF CASE NUMBER AND THAT CALL IS BEING RECORDED --
- CUST HAS BEEN OUT OF TOWN AND HAS NOT HAD AN OPPORTUNITY TO REVIEW THE ESP BROCHURE ---

CUST WILL REVIEW AND EMAIL CSM BACK WITH HIS DECISION --- CSM WILL F/U WITH CUST BY FRI 4-1-2011 IF SHE HAS NOT HEARD BACK FROM HIM VIA EMAIL

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

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33444 MI Comm Type: PHONE

Analyst Name: RAUSCHER,AMBER Analyst: ARAUSCHE

Action Date: 03/30/2011 Action Time: 13.13.58.582 Action Data: Yes

Comments SETTING F/U FOR 4-1-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-01-2011
TIME OF FOLLOW UP (HH:MM):	19:30

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

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33444 MI Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: RAUSCHER,AMBER Analyst: ARAUSCHE

Action Date: 04/01/2011 Action Time: 12.00.07.246 Action Data: Yes

Comments OBC TO CUST AT [REDACTED] --- LEFT MESSAGE ON VM --- ADV CUST OF CASE NUMBER --- ADV CUST THAT CSM WAS FOLLOWING UP WITH CUST REGARDING ESP BROCHURE --- ADV CUST THAT SHE WILL LEAVE IT IN CUST HANDS TO CONTACT CSM BY 4-8-2011 IF HE WOULD LIKE HER TO PROVIDE THIS ESP TO VEH --- CSM ADV OF CONTACT INFO --- CSM WILL CLOSE CASE ON 4-8-2011 UNLESS CUST CONTACTS ACCEPTING ESP OFFER BY 4/8/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-08-2011
TIME OF FOLLOW UP (HH:MM):	19:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33444 MI Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: RAUSCHER,AMBER Analyst: ARAUSCHE

Action Date: 04/01/2011 Action Time: 15.39.21.973 Action Data: No

Comments IBC FROM CUST --- CUST ADV THAT HE WOULD LIKE THE ESP THAT CSM OFFERED --- CSM ADV THAT SHE WILL UPLOAD THE ESP FOR CUST AND THAT HE SHOULD RECEIVE PAPERWORK WITHIN 4 TO 5 WEEKS --- CALL DROPPED AND CSM MADE OBC TO CUST AND LEFT MESSAGE ON VM LETTING CUST KNOW TO CONTACT CRC IN FUTURE IF WE COULD BE OF FURTHER ASSISTANCE --- NO FURTHER CUST CONTACT REQUIRED --- MONITORING CASE FOR ESP APPROVAL EMAIL

Action: ESP ISSUE RESOLVED - CONTRACT NAME/ADDRESS CHANGE PROCESS

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: DEALER

Odometer: 33444 MI Comm Type: OTHER

Analyst Name: KERRY CO Analyst: K-COX17

Action Date: 04/02/2011 Action Time: 12.46.02.350 Action Data: No

Comments APPEARS TO BE HANDLED BY ESP OFFERING

Action: CONCERN ADDRESSED

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33444 MI

Comm Type: PHONE

Analyst Name: RAUSCHER,AMBER

Analyst: ARAUSCHE

Action Date: 04/04/2011

Action Time: 08.59.59.534 Action Data: Yes

Comments INBOUND EMAIL FROM RAV STATING CURRENT STATUS: APPROVED BY RAVHQCASE DETAILS:VIN:

3FAHP0HA8AF REQUEST TYPE: ESPAFFILIATION: CUSTOMER RELATIONSHIP CENTER -

CCSTPROCESSING DEALER: BOB ROHRMAN'S SCHAUMBURG FORDREVIEWER: RENEE WYNGLASSREVIEWER

COMMENTS: NO FURTHER ACTION REQUIRED FROM CCT --- CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	38
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	Y
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA8AF	Year: 2010	Model: FUSION	Case:
Name:	Owner Status: Original	WSD: 2009-09-19	
Symptom Desc:		Primary Phone:	
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY		Secondary Phone:	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: PUBLIC-PRIVATE OFFER		
Dealer:		Origin Desc: MANUAL - PHONE CSR
Odometer: 33444 MI	Comm Type: PHONE	
Analyst Name: MCMANUS , PATRICIA	Analyst: PMCMANU6	
Action Date: 03/22/2011	Action Time: 14.46.02.363	Action Data: Yes

Comments CRC ADVISED: =NO FLAGS=CALL EXCLUDED

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA8AF	Year: 2010	Model: FUSION	Case:
Name:	Owner Status: Original	WSD: 2009-09-19	
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: 33444 MI	Comm Type: PHONE
Analyst Name: MCMANUS , PATRICIA	Analyst: PMCMANU6
Action Date: 03/22/2011	Action Time: 14.36.30.476
	Action Data: No

Comments CUSTOMER PROFILE UPDATE

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

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN:	3FAHP0HAR	Vehicle Line WERS:	C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-12]	Engine:	C/SB - 2.5L DOHC PFI 170HP DURATEC HE
Model Year:	2010	Vehicle Line AWS:	DE - FUSION	Global Engine:	E0617 - DURATEC-HE GAS I4 (NON-GTDI) - 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/C1 - 6 SPD MAN TRANS MAZDA G6M
Vehicle Status Code:	800	Body Cab Style:	C/FA - 4 DOOR SEDAN-4 LITE	Global Trans:	M1526 - MT - MAZDA G5M/G6M - MAZDA
Market Derived:	F - FORD	Version/Series:	* - [N/A]	Trans Plant:	MT15 - MT MAZDA

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	Assembly Plant:	A3 - HERMOSILLO PLANT BUILD	Vehicle Load Date:	28-AUG-2009
Country Built:	MEX - MEXICO	Production Date:	26-AUG-2009		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	Arrival Date:	09-SEP-2009	Red Carpet Lease:	*
Country Sold:	USA - UNITED STATES	Sale Date:	19-SEP-2009	Fleet/Retail/Co. Lease:	R
Vehicle Count Flag:	Y	Warranty Start Date:	19-SEP-2009	Modified Vehicle:	*
Selling Dealer St/Prov:	IL	Original WSD:	19-SEP-2009	Warranty Status Ind:	*
Selling Dealer [code]:	BOB ROHRMAN'S SCHAUMBURG FORD [141092 - *]			Vehicle Export Flag:	N

VOC:

POHAR199091K 3 B # 2 2301241 00 8 6 7D U J 2FF 800 3418092 2 UJ DW DA3FAH9 9 N 201A A61L

EOC:

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	Color(Trim):	000DW - CHARCOAL BLACK	Navis Engine Serial #:	060609213730
Alternator Amp Rating:	*	Delivery Type:	0	Paint:	PN3KD - STERLING GRAY METALLIC
Audio Disk:		Driveshaft Code:	*	Power Antenna:	* - [N/A]
Axle Ratio:	EGAPR - 4.388 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:	AJ - MICHELIN
Brake Code:	* - [N/A]	GVW Class Code:	H	Tire Brand:	0ADECX - Pilot HX MXM4 93V
Brake Code(Service):	* - [N/A]	Instrumentation:	* - [N/A]	Tire Size:	D3KGP - P225/50VR 17
Calibration Code:	ADE2F40A	Mirror(Driver Side):	AD - DRIVER POWER MIRROR	Traction Control:	* - [N/A]
Color(Accent):	* - [N/A]	Mirror(Passg Side):	AD - PASS POWER CONVEX MIRROR		

TRACEABILITY INFORMATION

Trace Commodity	Trace Full Number
DA - DRIVER AIRBAG	NDR0907250445
DSC - DRIVER SIDE AIR CURTAIN	LRI.0908050026
EN - ENGINE	E1121 060609213730 9G 315 BA
FT - FUEL TANK	002099554
LF - LEFT FRONT TIRE	M30ADECX3009H3NW2
LR - RIGHT INBOARD TIRE (FOR DUAL WHEELS)	M30ADECX3009H3NKT
MCC - SYNC CCPU DPS CHECKSUM	00003FBB
MCP - SYNC CCPU PART NUMBER	AR3T-14D544-AD
MHP - SYNC HARDWARE PART NUMBER	9L3T-14F130-AB
MSN - SYNC ESN	5L7X0196
MVC - SYNC VMCU CHECKSUM	00004314
MVP - SYNC VMCU PART NUMBER	9L2T-14D205-AF
PA - PASSENGER AIRBAG	NPA0908111507
PSC - PASSENGER SIDE AIR CURTAIN	LRR0908080030
RCM - RESTRAINT CONTROL MODULE	2TA712042421
RF - RIGHT FRONT TIRE	M30ADECX3009H3NET
RR - RIGHT REAR TIRE	M30ADECX3009H3NTY
SR - SATELLITE RADIO	SAT 031419503430
ST - SPARE TIRE	UYMP_ABC2609HZ78J
TR - TRANSMISSION	M29TF05066244D4256292

TIRE DOT INFORMATION:

LF:	M30ADECX3009	RF:	M30ADECX3009
LR:	M30ADECX3009	RR:	M30ADECX3009
LI:	*	RI:	*
SPARE:	UYMP_ABC2609	DOT Plant Manufacturer:	M3 - MICHELIN NORTH AMERICA, INC., GREENVILLE, SOUTH CAROLINA

ESP INFORMATION:

ESP Code:
 ESP Coverage(Miles):
 ESP Coverage(Time):
 ESP Plan Year:
 ESP Signature Date:

EMISSIONS INFORMATION:

- Emission Code:
- Emission Cert Type:
- Emission Decal Suffix:
- Engine Family:

DGAAB - 49 STATE/NON GREEN STATE REQ
 TCA
 AFPMXV025VEF - 2010 2.5L FUSION MILAN

Any comments? You can contact

webmaster

213377

Server: AWS Prod

Claims loaded through: 08-FEB-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 09-FEB-12

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	1	2E03	9L8Z	9E926	A	F04	S11	V40	D13	42	
AWS Claim Key:		43416	Doc #:		207528A		Trx Code:		S07	Labor Hrs:		2	Labor Cost:		210	Material Cost:		179.15	Total Cost:		389.15			
Dir Cd-Sub Cd:		07522.*	Name:		BOB ROHRMAN'S SCHAUMBURG FORD		Ph:		847-6050800	St:		IL	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		01-OCT-2009		DIST(Mile):764	
Cust Comments:		CUST REPORTS WRENCH WARNING LIGHT ON ENG VIBRATION. LACK OF PWR																						
Tech Comments:		INSPECTED FOR THE CAUSE OF THE LACK OF POWER CONCERN. VERIFIED THE COMPLAINT. PERFORMED EEC QUICK TESTS. PULLED DTC CODE P2135 RAN OASIS. PERFORMED PIN POINT TESTS. PERFORMED PID DATA MONITER RECORD TESTS. MONITERED TP1 AND TP2. FOUND TP1 AND TP2 TO HAVE OPENS ON THEIR READINGS. CONTACTED HOTLINE CONTACT#103 397 114. HOTLINE RECOMENDED REPLACING TP SENSOR AND																						
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	1	7S07	*	14290	*	F02	S10	V87	H22	46	
AWS Claim Key:		44236	Doc #:		207747A		Trx Code:		S07	Labor Hrs:		1.5	Labor Cost:		157.5	Material Cost:		0	Total Cost:		157.5			
Dir Cd-Sub Cd:		07522.*	Name:		BOB ROHRMAN'S SCHAUMBURG FORD		Ph:		847-6050800	St:		IL	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		07-OCT-2009		DIST(Mile):995	
Cust Comments:		CUST STATES DRIVING AT 75 MPH POWER STEERING WENT OUT AND TRACTION CONTROL LIGHT CAME ON C S AT A RED LIGHT TURNED VEH OFF AND TURNED BACK ON WENT BACK TO NORMAL CHEKC AND ADV																						
Tech Comments:		INSPECTED FOR THE CAUSE OF THE POWER STEERING CUTTING OUT. VERIFIED THE COMPLAINT. PERFORMED DIAG. PULLED DTC CODES C1277, C1963. PERFORMED PIN POINT TEST DIAG. PERFORMED PID DATA MONITOR RECORD TESTS. MONITERED STEERING WHEEL ANGLE PIDS. FOUND STEERING ANGLE PIDS TO BE SHORTING OUT AT TIMES. PERFORMED DIAG AND FOUND CIRCUIT#CBP42 (GN) TO BE SHORTED TO THE SUBFRAME. REPAIRED																						
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	1	6Y20	*	TAP1	*	F09	SXX	V99	A99	82	
AWS Claim Key:		45098	Doc #:		207747C		Trx Code:		TAP1	Labor Hrs:		0	Labor Cost:		0	Material Cost:		0	Total Cost:		28			
Dir Cd-Sub Cd:		07522.*	Name:		BOB ROHRMAN'S SCHAUMBURG FORD		Ph:		847-6050800	St:		IL	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		07-OCT-2009		DIST(Mile):995	
Cust Comments:		CUST REQUESTS ALTERNATE TRANSPORTATION																						
Tech Comments:		995 ACE, 31600, TAP1, 1 DAY ONLY+																						

3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	4	5001	AE5Z	3504	BE	F02	S10	V87	H22	69
AWS Claim Key:	<u>136920</u>	Doc #:	211235A	Trx Code:			1	Labor Hrs:	3.5	Labor Cost:	367.5	Material Cost:	1752.26	Total Cost:	2119.76								
Dlr Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S SCHAUMBURG FORD	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	04-JAN-2010	DIST(Mile):	6249								
Cust Comments:	CUSTOMER STATES STEERING LOCKS UP WHILE DRIVING NOTE WHEN STEERING LOSE ACCURED CSUTOMER HAD NO CONTROL AND HIT CURB ON RIGHT FRONT. CUSTOMER STATED RIGHT FRONT WHEEL HAS DAMAG																						
Tech Comments:	INSPECTED FOR THE VEHICLE STEERING LOCKS UP. VERIFIED THE COMPLAINT. VERIFIED DAMMAGE TO BOTH HUB CAPS ON PASS SIDE AND PASS SIDE FRONT WHEEL. PERFORMED STEERING DIAG. PULLED DTC CODES C1277,C1963, AND U0028:08. CONTACTED HOTLINE CONTACT#103 531 056. FOUND THE POWER STEERING RACK TO INTERMITANTLY BE SHORTING INTERNALY. R+R THE POWER STEERING RACK. REPLACED PASS SIDE HUB																						

3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	4	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
AWS Claim Key:	<u>129731</u>	Doc #:	211235C	Trx Code:			TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	90								
Dlr Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S SCHAUMBURG FORD	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	04-JAN-2010	DIST(Mile):	6249								
Cust Comments:	CUSTOMER REQUESTS ALTERNATE TRANSPORTATION																						
Tech Comments:	ENTERPRISE, 33381, 3 DAYS, TAP1																						

3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	9	5Y03	6E5Z	2553	C	F02	S10	V21	H02	41
AWS Claim Key:	<u>669165</u>	Doc #:	216653A	Trx Code:			E84	Labor Hrs:	2.9	Labor Cost:	304.5	Material Cost:	248.75	Total Cost:	553.25								
Dlr Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S SCHAUMBURG FORD	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	02-JUN-2010	DIST(Mile):	13630								
Cust Comments:	CUSTOMER STATES POS LEFT REAR WHEEL BRAKE LOCKS UP ON ACCEL FROM STOP. FEELS BRAKES ARE ON WONT ROLL BACK. ALSO CAN HEAR A CLUNK NOISE FROM REAR MUST DRIVIE FOR ABOUT 10 15 MIN.																						
Tech Comments:	ROAD TEST, PERFORM ABS SELF TEST PASSED, INSPECT FRT AND REAR BRAKES, INSPECT AND REPLACE BINDING LEFT REAR CALIPER. REPLACE WORN PADS, TURN BOTH REAR ROTORS, BLEED SYSTEM, ROAD TEST, BEGINNING THICKNESS .355, AFTER TURNING BOTH .345																						

3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	9	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
AWS Claim Key:	<u>677069</u>	Doc #:	216653E	Trx Code:			TAP1	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	58								
Dlr Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S SCHAUMBURG FORD	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	02-JUN-2010	DIST(Mile):	13630								
Cust Comments:	CUST REQUESTS ALTERNATE TRANSPORTATION																						
Tech Comments:	13630 ENTERPRISE, INV 37101, 2 DAYS, TAP1																						

3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	9	7M02	*	14D212	*	F03	S09	V81	A60	42
AWS Claim Key:	<u>677068</u>	Doc #:	216653C	Trx Code:			E83	Labor Hrs:	.6	Labor Cost:	63	Material Cost:	0	Total Cost:	63								
Dlr Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	02-JUN-2010	DIST(Mile):	13630								

Cust Comments:										Cd:													
Tech Comments:										SCHAUMBURG FORD													
CUSTOMER STATES AT TIME EVERY 1 2 HOUR VEHICLE HEALTH REPORT WILL PROMPT WILL REQUEST REPORT AT RANDOM.										INSPECT SYNC OPERATION, PERFORM SELF TEST PASSED, PERFORM PINPOINT TESTS PER SYMPTOM CHART, UPDATE SYNC TO LATEST LEVEL AND RECHECK													
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	9	7M01	*	19C157	*	F03	S09	V81	A07	42
AWS Claim Key:	669166	Doc #:	216653D	Trx Code:	E83	Labor Hrs:	1.4	Labor Cost:	147	Material Cost:	0	Total Cost:	147										
Dir Cd-Sub Cd:	07522-*	Name:	BOB ROHRMAN'S SCHAUMBURG FORD	Ph:	847-6050800	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	02-JUN-2010	DIST(Mile):	13630								
Cust Comments:										CUSTOMER STATES WITH RADIO ON AND WITH AUX MODE ON AND WITH THE USB UNPLUGGED, VOLUME ON MAX CUSTOMER CAN HEAR STATIC AND BLEED FROM RADIO STATIONS FROM SPEAKERS													
Tech Comments:										INSPECT FOR SATELLITE RADIO BLEED OVER WHEN RADIO IS ON SYNC LINE IN AND VOLUME IS TURNED ALL THE WAY UP, PERFORM APIM SELF TEST PASSED, PERFORM PINPOINT TEST, CONTACTED FORD HOTLINE WAS TOLD TO REPLACE AUDIO CONTROL MODULE ORDER MODULE. CHECK FOR CDS,NONE.REMOVE AUDIO UNIT INSTALL NEW UNIT.													
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	9	7M01	9E5T	19C157	AC	F03	S09	V81	A07	42
AWS Claim Key:	537644	Doc #:	08135100	Trx Code:	E83	Labor Hrs:	0	Labor Cost:	0	Material Cost:	170.22	Total Cost:	170.22										
Dir Cd-Sub Cd:	67803-*	Name:	FORD COMPONENT SALES, LLC	Ph:	*-*	St:	MI	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	03-JUN-2010	DIST(Mile):	13630								
Tech Comments:										Dealer RO# 216653 1878# A0472779													
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	18	7L01	7E5Z	13832	A	F03	S09	V17	A34	42
AWS Claim Key:	1873060	Doc #:	029813A	Trx Code:	E83	Labor Hrs:	.3	Labor Cost:	28.72	Material Cost:	46.98	Total Cost:	75.7										
Dir Cd-Sub Cd:	01545-*	Name:	FOX VALLEY FORD, INC.	Ph:	630-9073100	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	14-FEB-2011	DIST(Mile):	31028								
Cust Comments:										CHECK HORN SOUNDS HIGH PTCHED													
Tech Comments:										REPLACED DEFECTIVE HORN													
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	18	7G88	*	NPF	*	F03	S09	V81	A60	82
AWS Claim Key:	1879933	Doc #:	029813B	Trx Code:	E84	Labor Hrs:	.2	Labor Cost:	19.15	Material Cost:	0	Total Cost:	19.15										
Dir Cd-Sub Cd:	01545-*	Name:	FOX VALLEY FORD, INC.	Ph:	630-9073100	St:	IL	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	14-FEB-2011	DIST(Mile):	31028								
Cust Comments:										CHECK RADIO ERROR ,XM													
Tech Comments:										UNABLE TO DUPLICATE AT THIS TIME NO CODES CHECK HOTLINE THEY SAY NECESSARY TO DIAGNOSE WHILE IT IS HAPPENING													
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26-AUG-2009	19-SEP-2009	141092	USA	18	7G01	AE5Z	19805	C	F07	S08	V79	C09	42
AWS Claim Key:	1873070	Doc #:	029813C	Trx Code:	E83	Labor Hrs:	.3	Labor Cost:	28.72	Material Cost:	76.95	Total Cost:	105.67										
										Ctry													

Dlr Cd-Sub Cd: 01545-* **Name:** FOX VALLEY FORD, INC. **Ph:** 630-9073100 **St:** IL **Cd:** USA **Reg Cd:** NA **Repr Date:** 14-FEB-2011 **DIST(Mile):** 31028
Cust Comments: BLOWER HEATER FAN SCREECHING
Tech Comments: REPLACED NOISEY BLOWER MOTOR ASY

3FAHP0HA8AR [REDACTED] DE C/DE F C/FA * C/A A3 C/C1 C/SB 26-AUG-2009 19-SEP-2009 141092 USA 18 2G04 * DIAG * F04 S11 V29 E29 42
AWS Claim Key: 2017327 **Doc #:** 227595A **Trx Code:** E84 **Labor Hrs:** .7 **Labor Cost:** 78.02 **Material Cost:** 0 **Total Cost:** 78.02
Dlr Cd-Sub Cd: 07522-* **Name:** BOB ROHRMAN'S SCHAUMBURG FORD **Ph:** 847-6050800 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 09-MAR-2011 **DIST(Mile):** 32045
Cust Comments: CHECK ENGINE LIGHT ON SINCE SATURDAY CUST STATES WHEN STOPPED AT STOP LIGHT RPM NEEDLE JUMPS
Tech Comments: PERFORM EEC TEST KOEO PASS CONT P0456 KOER PASS PERFORM PINPOINT TEST PERFORM EVAP TEST PASS SUSPECT DIRT ON FILLER NECK SEAL.

3FAHP0HA8AR [REDACTED] DE C/DE F C/FA * C/A A3 C/C1 C/SB 26-AUG-2009 19-SEP-2009 141092 USA 20 5E01 AE5Z 2A815 C F02 S10 V21 N17 69
AWS Claim Key: 2191319 **Doc #:** 229217C **Trx Code:** E84 **Labor Hrs:** 2 **Labor Cost:** 222.92 **Material Cost:** 154.44 **Total Cost:** 527.36
Dlr Cd-Sub Cd: 07522-* **Name:** BOB ROHRMAN'S SCHAUMBURG FORD **Ph:** 847-6050800 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 13-APR-2011 **DIST(Mile):** 35379
Cust Comments: PLEASE INSPECT REAR BRAKES C S BRAKES WHERE REPLACED SEE HISTORY C S CLUNKING NOISE FROM RIGHT REAR
Tech Comments: INSPECTED REAR BRAKES, FOUND PREMATURE BRAKE WEAR RIGHT REAR SIDE, BRAKES PADS REQUIRE REPLACEMENT. INSPECTED REAR BRAKE SYSTEM, FOUND PARKING BRAKE CABLE STICKING CAUSING PREMATURE BRAKE WEAR, REPLACED PARKING BRAKE CABLE AND ADJUSTED CABLE, REPLACED REAR BRAKE PADS AND MACHINED ROTORS. VERIFIED CORRECTION W POST REPAIR ROAD TEST.

3FAHP0HA8AR [REDACTED] DE C/DE F C/FA * C/A A3 C/C1 C/SB 26-AUG-2009 19-SEP-2009 141092 USA 20 5S13 * 9034 * F04 S11 V29 E29 49
AWS Claim Key: 2178287 **Doc #:** 229217A **Trx Code:** S07 **Labor Hrs:** .5 **Labor Cost:** 55.73 **Material Cost:** 0 **Total Cost:** 55.73
Dlr Cd-Sub Cd: 07522-* **Name:** BOB ROHRMAN'S SCHAUMBURG FORD **Ph:** 847-6050800 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 13-APR-2011 **DIST(Mile):** 35379
Cust Comments: C S CHECK ENGINE LIGHT GOES ON AND OFF SEE HISTORY PLEASE INSPECT AND ADVUSE
Tech Comments: CHECK ENGINE LIGHT CURRENTLY OFF, RAN KOEO KOER SELF TESTS, FOUND P0456 CMDTC, RAN OASIS, FOUND SERVICE MESSAGE TO RUN EVAP TEST, RAN EVAP TEST AND TEST FAILED AT 01659 CLEANED CAPLESS FUEL FILLER NECK SEAL AREA W SRA FUNNEL AND SHOP AIR AND RE TESTED, EVAP TEST PASSED VEHICLE TO CUSTOMER, SUSPECT DEBRIS BUILDUP

3FAHP0HA8AR [REDACTED] DE C/DE F C/FA * C/A A3 C/C1 C/SB 26-AUG-2009 19-SEP-2009 141092 USA 23 7B02 9E5Z 10346 A F05 S11 V49 N11 42
AWS Claim Key: 2706684 **Doc #:** 035064A **Trx Code:** 0995D **Labor Hrs:** 2.9 **Labor Cost:** 286.49 **Material Cost:** 536.05 **Total Cost:** 980.37
Dlr Cd-Sub Cd: 01545-* **Name:** FOX VALLEY FORD, INC. **Ph:** 630-9073100 **St:** IL **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 14-JUL-2011 **DIST(Mile):** 42475
Cust Comments: CHECK BUZZ WHINE FROM ALTERNATOR AREA
Tech Comments: VERIFIED TWO TYPES OF NOISE WITH CUSTOMER, USED STETHASCOPE, TRACE ONE NOISE TO ALT, REPLACE ALT. WHEN BELT WAS OFF, SPUN ALL PULLEYS, NO ABNORMAL SENSATION FELT. INSTALL ALT. TEST WITH CUSTOMER. GROWL LIKE NOISE HEARD SOFTLY, USED STETHASCOPE AGAIN. COMING FROM SPRING LOADED TENSIONER AND PULLEY, NESS TO PARTIALY LIFT ENGINE FOR BOLT ACCESS, REPLACE PULLEYS, TEST WITH CUSTOMER, NOISE

Any comments? You can contact



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Report# :	██████████	Received:	10/01/2009
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA8AR ██████████	Build Date:	08/26/2009
Odometer :	764 M	Engine:	2.5L DOHC
Transmission:	6SPD G6M	Axle:	4.388 FDR
Dealer:	USA 07522 Bob Rohrman's Schaumburg Ford	Calibration:	ADE2F40A
City:	Schaumburg	A/C:	YES
Originator:	ANTHONY CURCIO	Phone#:	(847) 605- 0800
Symptom:	2 27 Q 00 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,UNKNOWN	Country :	USA
Status:			
VFG:	V29 CHECK ENGINE LIGHT		
Additional Symptom:	WRENCH LIGHT NO CODES		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	MSCHMILL	Phone:	Regn Cd: G1 Chicago
Engineering:		Phone:	TAR:
Dir Contact:	ANTHONY CURCIO	Phone:	000 000-0000
		Title Cde:	T

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

REPAIR 10/01/2009 03:20PM MSCHMILL
WEB FORM DATA - CONCERN: VEHICLE HAS WRENCH LIGHT ON INTERMITTANTLY AND VEHICLE RUNS ROUGH. DIAGNOSTICS: PERFORMED EEC TESTS. NO CODES. PIDS CHECK OK. PARTS REPLACED:: NONE TECH QUESTION: ANY REPORTS?

RECOMM 10/01/2009 03:20PM MSCHMILL
ANTHONY, THERE ARE SOME FAULTS THAT WILL NOT SET A MEMORY DTC UNLESS IT OCCURS ON TWO CONSECUTIVE TRIPS. TO DETERMINE THE POSSIBLE CAUSE RETRIEVE THE ETC FREEZE FRAME DATA USING THE FOLLOWING PROCEDURE: 1) SELECT IDS TAB. 2) SELECT SYSTEM UTILITIES TAB. 3) CHOOSE UPDATE/SPECIAL FUNCTIONS FROM MENU, AND THEN PRESS THE TICK BUTTON. 4) USE KEYPAD TO ENTER CODE 23761, AND THEN PRESS THE TICK BUTTON. 5) CHOOSE GET ETC FREEZE FRAME DATA FROM MENU, AND THEN PRESS THE TICK BUTTON. 6) TURN THE IGNITION ON, AND THEN PRESS THE TICK BUTTON. THE IDS WILL THEN SHOW A LIST, FROM THIS LIST CHECK FOR ANY 1 DIGITS IN THE LINES CALLED ETC_FLT_FLGS, IPC_DIAG_CODE_A IF THERE IS A 1 PRESENT IN THE LIST OF ZEROS FOR THE VALUES ABOVE CONTACT THE TECHNICAL HOTLINE BY PHONE TO REVIEW IN FURTHER DETAIL. THANKS

REPAIR 10/01/2009 03:59PM SALAH TEKKO MSS - FCSD - TECH SVC HOTLINE
VEHICLE HAS A LOSS OF THROTTLE RESPONSE, RUNS ROUGH AND HAS CODE P2135. PULLED ETC FREEZE FRAME DATA AND IS SEEKING DIRECTION.

RECOMM 10/01/2009 03:59PM SALAH TEKKO MSS - FCSD - TECH SVC HOTLINE
ANTHONY, BASED ON THE INFORMATION GIVEN AND TESTS PERFORMED RECOMMEND:
-PERFORM A TP SENSOR SWEEP TEST WHILE MONITORING PIDS TP 1 AND TP 2.
-VERIFY VREF AT THE TP SENSOR, LOAD TEST THE TP SENSOR SIGNAL CIRCUITS WHILE WIGGLE TESTING AND REPAIR AS NECESSARY. -IF ALL OK INSPECT FOR ANY PINFIT CONCERNS AT THE TP SENSOR AND AT THE PCM. -IF

ALL OK REPLACE THE TP SENSOR AND CONNECTOR AND RETEST.

AUDIT 07/02/2011 11:55AM

SYMPTOM 6 98 2 98 CHANGED TO 2 27 Q 00 BY CS012093

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9-Feb-2012

Ford Proprietary, Private

Retention: None

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Report# :		Received:	10/07/2009
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA8AR	Build Date:	08/26/2009
Odometer :	995 M	Engine:	2.5L DOHC
Transmission:	6SPD G6M	Axle:	4.388 FDR
Dealer:	USA 07522 Bob Rohrman's Schaumburg Ford	Calibration:	ADE2F40A
City:	Schaumburg	A/C:	YES
Originator:	ANTHONY CURCIO	Phone#:	(847) 605- 0800
Symptom:	6 62 4 28 SP/ST/RD,STEER/STER WHL,PERFORMANCE,EXCESS EFFORT	Country :	USA
Status:			
VFG:	V87 STEERING		
Additional Symptom:	POWER STEERING INOP		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	EDERY	Phone:	Regn Cd: G1 Chicago
Engineering:		Phone:	TAR:
Dir Contact:	ANTHONY CURCIO	Phone:	000 000-0000
		Title Cde:	T

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

REPAIR 10/07/2009 04:55PM EDERY
WEB FORM DATA - CONCERN: A) CUTOMER STATES DRIVING @ 75 MPH POWER STEERING WENT OUT AND TRACTION CONTROL LIGHT CAME ON C/S AT A RED LIGHT TURNED VEH OFF AND TURNED BACK ON WENT BACK TO NORMAL CHEKC AND ADV DIAGNOSTICS: PULLED ALL CONT. DTCS LIGHT IS OFF RIGHT NOW AND I AM UNABLE TO DUPLICATE SYSPTOMS. DTC
CODES: U0462:68-08 C200B:2F-08 LAST WEEK THE VEHICLE WAS IN FOR RUNS ROUGH CONDITION. HAD CODE P2135. PARTS REPLACED:: NONE
TECH QUESTION: ARE THERE ANY REPORTS? OR ANY KNOWN WIRE CHAFE POINTS FROM THE FACTORY ON A VEHICLE WITH THIS LOW OF MILES?
WERE YOU ABLE TO VERIFY THE CONCERN? NO IS THERE AN APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? YES WAS THE PINPOINT TEST FOLLOWED? YES

RECOMM 10/07/2009 04:55PM EDERY
REPORT #: 9EKAQ011 REPLACE GEAR ASY-STEERING ANTHONY, SUGGEST REVIEWING PAGE 43-1 IN THE EVTM FOR THE POWER STEERING CONTROL MODULE CIRCUIT SCHEMATIC. RECOMMEND VISUALLY INSPECTING ALL THE CONNECTORS, TEST PIN FIT AT CONNECTORS, LOAD TEST VEHICLE BATTERY, VOLTAGE DROP TEST BATTERY CABLES, POWER AND GROUNDS TO MODULE. IF ALL TEST PASS YOU WILL NEED TO USE THE INTERACTIVE DIAGNOSTICS IN THE ONLINE WSM SECTION 211-00A TO ADDRESS THIS CONCERN.

REPAIR 10/07/2009 05:13PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
*TECH CALLED FOR INFO ON SSM 21000 *UNABLE TO LOCATE C1010

RECOMM 10/07/2009 05:13PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
*ADVISED DLR THE CONNECTOR IS LOCATED INLINE TO THE HARNESS FROM THE DR HEADLAMP AREA, ACROSS THE FRONT OF THE ENGINE TO APPROX CYLINDER #1. SSM 21000 INSPECT THE 14290 HARNESS AT CONNECTOR C1010 FOR A RUB

THROUGH PRIOR TO ANY COMPONENT REPLACEMENT. IF A RUB THROUGH IS FOUND,
REPAIR AS NECESSARY AND REPOSITION AWAY FROM ANY CONTACT.

AUDIT 07/02/2011 11:55AM

SYMPTOM 3 03 1 50 CHANGED TO 6 62 4 28 BY CS012093

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Requester: RHERRO11

Report Summary

Server: ECCWS686

Ford Proprietary, Private

9-Feb-2012

Retention: None

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Report# :	██████████	Received:	01/04/2010
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA8AR ██████████	Build Date:	08/26/2009
Odometer :	6,249 M	Engine:	2.5L DOHC
Transmission:	6SPD G6M	Axle:	4.388 FDR
Dealer:	USA 07522 Bob Rohrman's Schaumburg Ford	Calibration:	ADE2F40A
City:	Schaumburg	A/C:	YES
Originator:	ANTHONY CURCIO	Phone#:	(847) 605- 0800
Symptom:	6 62 4 28 SP/ST/RD,STEER/STER WHL,PERFORMANCE,EXCESS EFFORT	Country :	USA
Status:			
VFG:	V87 STEERING		
Additional Symptom:	MEMORY C1277 U0415		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	BKUMMLER	Phone:	313 317-7076
Engineering:		Regn Cd:	G1 Chicago
Dlr Contact:	ANTHONY CURCIO	Phone:	000 000-0000
		TAR:	
		Title Cde:	T

KOEO: C1277 U0415 C1963 U0028

KOEC:

KOER:

Comments:

REPAIR 01/04/2010 01:30PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: A) CUSTOMER STATES STEERING LOCKS UP WHILE
DRIVING NOTE WHEN STEERING LOSE ACCURED CSUTOMER HAD NO CONTROL AND
HIT CURB ON RIGHT FRONT. CUSTOMER STATED RIGHT FRONT WHEEL HAS
DAMAG DIAGNOSTICS: RAN OASIS. FOUND SSM# 21000. THE LOOM NOTED IN
SSM WAS PERVIOUSLY REROUTED AND REPAIRED. VEHICLE IS NOT ACTING UP AT
THIS TIME. PARTS REPLACED:: NONE TECH QUESTION: ANY OTHER
REPORTS? WERE YOU ABLE TO VERIFY THE CONCERN? NO IS THERE AN
APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? YES WAS THE
PINPOINT TEST FOLLOWED? YES

RECOMM 01/04/2010 01:30PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE
ANTHONY, IF THE CIRCUITS IN SSM 21000 HAVE BEEN REPAIRED/REROUTED AND
WHEN ISOLATED TEST GOOD FOR SHORTS TO EACH OTHER, POWER GROUND AND
PASS A LOAD TEST THEN REPLACE THE EPAS SINCE A LOSS OF STEERING ANGLE
SENSOR INPUT CAN CAUSE LACK OF ASSIST AND THE SENSOR IS INTERNAL THE
EPAS RACK. SSM 21000 INSPECT THE 14290 HARNESS AT CONNECTOR C1010 FOR
A RUB THROUGH PRIOR TO ANY COMPONENT REPLACEMENT. IF A RUB THROUGH IS
FOUND, REPAIR AS NECESSARY AND REPOSITION AWAY FROM ANY CONTACT.

AUDIT 07/02/2011 10:55AM
SYMPTOM 3 03 1 50 CHANGED TO 6 62 4 28 BY CS012093

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Requester: RHERRO11

Report Summary

Server: ECCWS686

Ford Proprietary, Private

9-Feb-2012

Retention: None

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GCQIS Report Analysis

Report Summary

Report 4 of 5

Query Name: REPORT RETRIEVAL

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Report# :	██████████	Received:	06/02/2010
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA8AR ██████████	Build Date:	08/26/2009
Odometer :	13,630 M	Engine:	2.5L DOHC
Transmission:	6SPD G6M	Axle:	4.388 FDR
Dealer:	USA 07522 Bob Rohrman's Schaumburg Ford	A/C:	YES
City:	Schaumburg	Phone#:	(847) 605- 0800
Originator:	ERIC GRAUNKE	Country :	USA
Symptom:	2 21 0 00 AID/INFO,SYNC,UNKNOWN,UNKNOWN		
Status:			
VFG:	V81 ENTERTAINMENT & COMMUNICATION		
Additional Symptom:	BLEED THROUGH		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	BKUMMLER	Phone:	313 317-7076
Engineering:		Regn Cd:	G1 Chicago
Dir Contact:	ERIC GRAUNKE	Phone:	000 000-0000
		TAR:	
		Title Cde:	T

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

REPAIR 06/02/2010 04:56PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: WHEN USING MEDIA BUTTON ON STEERING WHEEL
AND SELECTING SYNC LINE IN CUSTOMER TURNS VOLUME ALL THE WAY UP AND
THEN CAN HEAR SATELLITE RADIO BLEED OVER THROUGH SPEAKERS AND
CUSTOMER STATES EVERY HALF HOUR VEHICLE HEALTH REPORT WILL PROMPT AND
REQUEST REPORT AT RANDOM DIAGNOSTICS: CHECKED FOR CODES, CHECKED
OASIS, UPDATED SYNC TO LATEST LEVEL COMPARED TO OTHER VEHICLES ON THE
LOT PARTS REPLACED:: NONE TECH QUESTION: ANY KNOWN
CONCERNS BRAND NAME AND MODEL # OF DEVICE (CELL PHONE, MP3 PLAYER
ETC) FOR APIM SOFTWARE PROGRAMMING DIFFICULTIES, HAVE YOU FOLLOWED
THE ONLINE PTS JOB AID OR TSB 08-21-02? CUSTOMER INTERFACE
PROCESSOR (CIP)
AND VEHICLE INTERFACE PROCESSOR (VIP) SOFTWARE
VERSION LEVELS: VIP 9L2T 14D205 AF CIP AR3T 14D544 AE

RECOMM 06/02/2010 04:56PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE
ERIC, RECOMMEND COMPARING THE THE BLEED THROUGH CONCERN ON A LIKE
EQUIPPED VEHICLE IN THE SAME OPERATING CONDITIONS. IF COMPARES NO
REPAIRS ARE NEEDED. VHR REMINDER CAN BE DISABLED IN THE SYNC SYSTEM
MENU.

REPAIR 06/02/2010 05:42PM RICK HAIST MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: I DID COMPARE TO LIKE VEHICLES AND HAD NO
BLEED THROUGH ON THE OTHER VEHICLES

RECOMM 06/02/2010 05:42PM RICK HAIST MSS - FCSD - TECH SVC HOTLINE
-AT THIS POINT THE HOTLINE WOULD RECOMMEND ACM REPLACEMENT FOR THE
SATELITE RADIO BLEED THROUGH CONCERN. -WHEN REPLACING THE ACM,
REFER TO WORKSHOP MANUAL (WSM) SECTION 415-00 AND FOLLOW NORMAL SCAN
TOOL SCREEN(S) IF PROMPTED BY THE SCAN TOOL. -FAILURE TO FOLLOW

THESE GUIDELINES MAY CORRUPT THE AS-BUILT DATA AND/OR OTHER VEHICLE FUNCTIONS (STEERING WHEEL SWITCHES INOPERATIVE, ACM BACK LIGHTING INOPERATIVE, CLOCK NOT CONSISTENT, ETC). ISM 09-07-006 SIRUIS AUDIO PLAYING THROUGH SPEAKERS WHEN USING SYNC - REPLACE ACM

AUDIT**07/02/2011 10:57AM**

SYMPTOM 2 07 5 97 CHANGED TO 2 21 0 00 BY CS012093

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Report Summary

Server: FCWS686**Ford Proprietary, Private**

9-Feb-2012

Retention: None

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GCQIS Report Analysis

Report Summary

Report 5 of 5

Query Name: REPORT RETRIEVAL

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Report# :		Received:	02/16/2011
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA8AR	Build Date:	08/26/2009
Odometer :	35,379 M	Engine:	2.5L DOHC
Transmission:	6SPD G6M	Axle:	4.388 FDR
Dealer:	USA 07522 Bob Rohrman's Schaumburg Ford	Calibration:	ADE2F40A
City:	Schaumburg	A/C:	YES
Originator:	JOE CASCIO	Phone#:	(847) 605- 0800
Symptom:	1 12 D 38 COMF/ENT,AUDIO,SATELLITE,INOPERATIVE	Country :	USA
Status:			
VFG:	V81 ENTERTAINMENT & COMMUNICATION		
Additional Symptom:	CHECK RADIO ERROR		
Fix:	Causal Component :		
Condition Code:			
Hotliner:	JTAYL466	Phone:	Regn Cd: G1 Chicago
Engineering:		Phone:	TAR:
Dir Contact:	JOE CASCIO	Phone:	630 907-3100
		Title Cde:	T

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

REPAIR 02/16/2011 07:17PM JTAYL466
WEB FORM DATA - CONCERN: CHECK RADIO ERROR WITH SATELLITE
RADIO DIAGNOSTICS: SELF TEST PASS UNABLE TO DUPLICATE
CONERN PARTS REPLACED:: NONE TECH QUESTION: ANY KNOW
CONCERNS WERE YOU ABLE TO VERIFY THE CONCERN? NO IS THERE AN
APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? NO WAS THE
PINPOINT TEST FOLLOWED?

RECOMM 02/16/2011 07:17PM JTAYL466
JOE, WE ARE NOT FAMILIAR WITH THE ERROR PROVIDED. IF THERE ARE NO
FAULTS PRESENT AT THIS TIME, THEN WE WILL NEED TO DUPLICATE THIS
CONCERN BEFORE PERFORMING ANY FURTHER REPAIR ATTEMPTS. WHEN THE
CONCERN IS PRESENT PERFORM A SELF TEST ON THE APIM AND RETREIVE ALL
CODES. IF ANY CODES ARE PRESENT THEN REFER TO THE DTC CHART IN WSM
SECTION 415-00 FOR FURTHER DIAGNOSTICS. IF FURTHER ASSISTANCE IS
NEEDED AFTER DUPLICATING THIS CONCERN THEN PLEASE UPDATE THE FORM WITH
THE EXACT FAULT RECEIVED AND ALL DTC'S.

REPAIR 04/13/2011 06:53PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE
TECH'S QUESTION: DIRECTION IN DIAG- ANY KNOWN CONCERNS CAUSING THE
FAULT MESSAGE TO BE DISPLAYED. LIST OF THINGS TO CHECK/TEST FOR FAULT
MESSAGE. DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES THE RADIO
WILL DISPLAY FAULT. CUSTOMER STATES ONLY HAPPENS INTERMITTENTLY UPON
STARTUP WITH SIRUIS SATALITE RADIO AND DOES NOT OCCUR WHILE DRIVING.
DIAGNOSTICS ALREADY COMPLETED: UNABLE TO VERIFY CONCERN,
SUBSCRIPTION IS VALID, NO CODES. DISCUSSED CONCERN FURTHER WITH
CUSTOMER AND STATED THAT WHEN FAULT IS DISPLAYED IN RADIO THAT THERE
IS NO SOUND COMING OUT OF SPEAKERS AND THEY CAN SHUT THE VEHICLE OFF
AGAIN AND RESTART IT AND THE MESSAGE WILL NO LONGER BE THERE AND ALL

FUNCTIONS OPERATE NORMALLY. PARTS REPLACED: NONE CHECK FOR EPAS DATA WERE YOU ABLE TO VERIFY THE CONCERN? NO IS THERE AN APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? NO WAS THE PINPOINT TEST FOLLOWED? NO

RECOMM 04/13/2011 06:53PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE

JEFF, WE ARE NOT FAMILIAR WITH THE ERROR PROVIDED. IF THERE ARE NO FAULTS PRESENT AT THIS TIME, THEN WE WILL NEED TO DUPLICATE THIS CONCERN BEFORE PERFORMING ANY FURTHER REPAIR ATTEMPTS. WHEN THE CONCERN IS PRESENT PERFORM A SELF TEST ON THE APIM AND RETRIEVE ALL CODES. IF ANY CODES ARE PRESENT THEN REFER TO THE DTC CHART IN WSM SECTION 415-00 FOR FURTHER DIAGNOSTICS. IF FURTHER ASSISTANCE IS NEEDED AFTER DUPLICATING THIS CONCERN THEN PLEASE UPDATE THE FORM WITH THE EXACT FAULT RECEIVED AND ALL DTC'S.

AUDIT 04/13/2011 06:53PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE

ODOMETER 31028 M CHANGED TO 35379 M BY RJANOVIC

AUDIT 07/02/2011 11:03AM

SYMPTOM 2 07 3 36 CHANGED TO 1 12 D 38 BY CS012093

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Requester: RHERRO11

Report Summary

Server: FCWS686

Ford Proprietary, Private

9-Feb-2012

Retention: None

DEALER 41B 092

VIN 3FAHP0HA8A

	Suggested Retail Price	Invoice Amount
FUSION SE	20900.00	19260.00
2010 MODEL YEAR		
UJ STERLING GRAY METALLIC		
DW CHARCOAL BLK CLOTH BUCKETS		
INCLUDED ON THIS VEHICLE		
RAPID SPEC 201A	545.00	474.00
SYNC VOICE ACTIVATED SYSTEMS		
EC RR MIR MIC/COMP		
OPTIONAL EQUIPMENT		
99A .2.5L I4 ENGINE	NC	NC
446 .6-SPEED MANUAL TRANSMISSION	NC	NC
T7D .P225/50R17 V-RATED TIRES	NC	NC
JOB #2 ORDER		
13K REAR SPOILER	295.00	257.00
153 FRONT LICENSE PLATE BRACKET	NC	NC
TOTAL OPTIONS	840.00	731.00
TOTAL VEHICLE & OPTIONS	21740.00	19991.00
DESTINATION & DELIVERY	725.00	725.00
TOTAL FOR VEHICLE	22465.00	
03 U.S. GAL FUEL CHARGE		8.01
FDAF/LMDA ASSESSMENT		470.00
SHIPPING WEIGHT 3142 LBS.		
TOTAL	22465.00	21194.01

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					
Bob Rohrman's Schaumburg Ford 41B092					
815 E. Golf Rd.					
Schaumburg IL 60173		Order Type	Ramp Code	Batch ID	Price Level
		2	RH79	9H122	025
Ship to (if other than above)		Date Inv. Prepared	Item Number	Transit Days	
		08 12 09	41-1241	10	
		Ship Through			
Invoice & Unit Identification NO.		Final Assembly Point		Finance Company and/or Bank	
3FAHP0HA8A		HERMOSILLO		JPMORGAN CHASE BAN 200001	

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
652	21194.01	20405.76	20505.76	21384.23

This invoice to be used for the billing of vehicles only

Dealer's copy

PE14-030 000743LC



THE BOB ROHRMAN AUTO GROUP
701 SAGAMORE PARKWAY SOUTH • LAFAYETTE, IN 47905
Indiana Offices
Phone: 765-448-1900

INDIANA
Lafayette

Bob Rohrman Toyota
Bob Rohrman Honda
Bob Rohrman Jeep
Bob Rohrman Mitsubishi
Bob Rohrman Hyundai
Bob Rohrman Suzuki
Saturn of Lafayette
765/448-1000

Bob Rohrman Subaru
765/449-8100
Bob Rohrman
Lincoln-Mercury-Kia
765/448-1502

Bob Rohrman Quality Used Cars
765/477-7709

Fort Wayne

Fort Wayne Toyota
Lexus of Fort Wayne
260/436-4567

Fort Wayne Kia
260/482-7444

Fort Wayne Acura
Fort Wayne Subaru
260/432-4567

Fort Wayne Nissan
Infiniti of Fort Wayne
260/484-9500

Indianapolis

Indy Honda
317/887-0800

Bob Rohrman Indy
Hyundai, Isuzu, Suzuki
317/885-1000

Bob Rohrman Indy
Used Car & Truck Superstore
317/613-7000

ILLINOIS

Gurnee Motors
847/249-1300

Schaumburg Honda
Automobiles
847/884-6632

Arlington Acura
in Palatine
847/991-9000

Arlington Kia
847/202-3900

Arlington Lexus
in Palatine
847/991-0444

Arlington Nissan
in Buffalo Grove
847/590-6100

Libertyville Mitsubishi
847/816-6660

Saturn of Libertyville
847/362-6600

Saturn of Gurnee
847/360-5000

Kia of Waukegan
847/782-9100

Oakbrook Toyota
in Westmont
630/789-9600

June 1, 2011

Chief Legal Council
Ford Motor Company
208 South LaSalle St. Suite 814
Legal Department
Chicago, IL 60604

Dear Sir or Madam:

Enclosed please find a copy of a demand letter sent to Schaumburg Ford associated with the purchase of a new 2010 Ford Fusion VIN # 3FAHP0HA8AR [REDACTED] purchased on or about September 19, 2009. The purchaser [REDACTED] of [REDACTED], Schaumburg, IL [REDACTED] has retained Norman H. Lehrer, PC of Wheaton, Illinois. I know this request may be premature due to the fact that a complaint has not been filed. Nonetheless, in dealing with Mr. Lehrer in the past, negotiating with the law firm on behalf of the client will be very challenging. Keep this formal request on file for the future.

In closing, if the Rohrman Group, particularly Schaumburg Ford should be served, we will certainly forward a copy of the complaint immediately as I'm sure you are already familiar with the [REDACTED] concerns.

Respectfully,

Mark J. Battista, Director
Bob Rohrman Auto Group
Enclosure

Norman H. Lehrer P.C.
429 West Wesley
Wheaton, Illinois 60187
630-462-0700

Norman H. Lehrer
Nancy J. Lehrer

630-462-0700
fax: 630-462-0838

William G. Hutul
A. Kathleen Barauski

May 24, 2011

Bob Rohrman's Schaumburg Ford
815 E. Golf Road
Schaumburg, Illinois 60173

Ford Motor Company
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Ford Motor Credit Company LLC
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Notice Of Demand/Revocation

Re: [REDACTED] v. Bob Rohrman's Schaumburg Ford,
Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

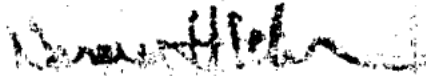
This firm has been retained by [REDACTED] of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR[REDACTED]. The vehicle was warranted through Ford Motor Company, and the purchase was financed through Ford Motor Credit Company.

The vehicle proved defective shortly after purchase, and repeated attempts at repair have been unsuccessful. The vehicle remains defective, and not roadworthy.

Additionally, a review of the sales transaction reveals that the sale involved violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, and the refusals by each of you to afford appropriate relief to [REDACTED], or to honor his request that the contracts be revoked/rescinded are unfair acts, in violation of the Consumer Fraud Act. On a prior occasion, when [REDACTED] insisted that the vehicle was defective and that he wanted to return it, Schaumburg Ford offered, through its management, to take the vehicle back, and substitute another vehicle, but change the interest rate on the Ford Credit loan from 0% interest to 4% interest. This is also an unfair act under the Consumer Fraud Act.

[REDACTED] has directed me to inform you that he is requesting that the contracts be rescinded; that he be compensated for his damages in the amount of \$35,000; and that you accept a return of the vehicle. This request will remain open for ten (10) days. If this case is not resolved within that time, I have been directed to file a lawsuit against each of you in the Circuit Court of Cook County, seeking compensatory damages, punitive damages, costs and attorneys fees, and other appropriate relief.

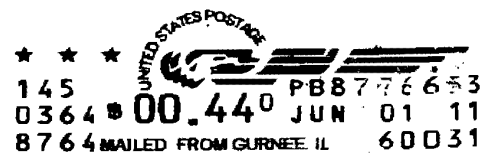
Sincerely yours,



Norman H. Lehrer

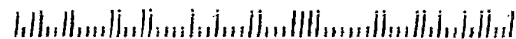
NHL:mh
cc: client

Bob ROHRMAN Auto Group
155 W Higgins
Hoffman Estates IL



Chief Legal Council
Ford Motor Company
208 South LaSalle St Suite 814
Chicago IL 60604

6060431101



Norman H. Lehrer P.C.
429 West Wesley
Wheaton, Illinois 60187
630-462-0700

Norman H. Lehrer
Nancy J. Lehrer

630-462-0700
fax: 630-462-0838

William G. Hutul
A. Kathleen Barauski

May 24, 2011

Bob Rohrman's Schaumburg Ford
815 E. Golf Road
Schaumburg, Illinois 60173

Ford Motor Company
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Ford Motor Credit Company LLC
Serving: CT Corporation
208 S. LaSalle Street
Suite 814
Chicago, Illinois 60604

Notice Of Demand/Revocation

Re: [REDACTED] v. Bob Rohrman's Schaumburg Ford,
Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

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The vehicle proved defective shortly after purchase, and repeated attempts at repair have been unsuccessful. The vehicle remains defective, and not roadworthy.

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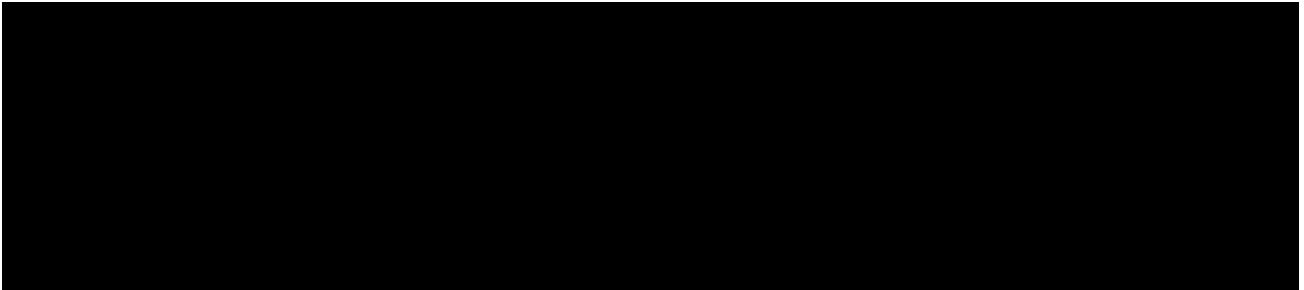
[REDACTED] has directed me to inform you that he is requesting that the contracts be rescinded; that he be compensated for his damages in the amount of \$35,000; and that you accept a return of the vehicle. This request will remain open for ten (10) days. If this case is not resolved within that time, I have been directed to file a lawsuit against each of you in the Circuit Court of Cook County, seeking compensatory damages, punitive damages, costs and attorneys fees, and other appropriate relief.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Norman H. Lehrer", with a stylized, flowing script.

Norman H. Lehrer

NHL.mh
cc: client



DO 95 404
0

1 Roland Tellis (SBN 186269)
rtellis@baronbudd.com
2 Mark Pifko (SBN 228412)
mpifko@baronbudd.com
3 Isaac Miller (SBN 266459)
imiller@baronbudd.com
4 **BARON & BUDD, P.C.**
15910 Ventura Boulevard, Suite 1600
5 Encino, California 91436
6 Telephone: (818) 839-2333
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7
8 Niall A. Paul (to be admitted *pro hac vice*)
npaul@spilmanlaw.com
9 **SPILMAN THOMAS & BATTLE, PLLC**
300 Kanawha Boulevard, East (25301)
10 Post Office Box 273
Charleston, West Virginia 25321
11 Telephone: (304) 340-3800
12 Facsimile: (304) 340-3801

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110 Oakwood Drive, Suite 500
15 Winston-Salem, North Carolina 27103
16 Telephone: (336) 725-4710
17 Facsimile: (336) 725-4476

18 Attorneys for Plaintiffs

19 **UNITED STATES DISTRICT COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA**
SAN JOSE DIVISION

21 [REDACTED],
22 [REDACTED], AND
23 REBECCA WOLF, individually, and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 FORD MOTOR COMPANY,

28 Defendant.

Adam J. Levitt (to be admitted *pro hac vice*)
alevitt@gelaw.com
John E. Tangren (to be admitted *pro hac vice*)
jtangren@gelaw.com
GRANT & EISENHOFER P.A.
30 North LaSalle Street, Suite 1200
Chicago, Illinois 60602
Telephone: (312) 214-0000
Facsimile: (312) 214-0001

Justin S. Brooks (to be admitted *pro hac vice*)
jbrooks@gelaw.com
GRANT & EISENHOFER P.A.
123 Justison Street
Wilmington, Delaware 19801
Telephone: (302) 622-7000
Facsimile: 302) 622-7100

Case No.: 5:14-cv-02989-LHK

**FIRST AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

11 1. Plaintiffs bring this class action seeking redress and remedy from Ford on
12 behalf of themselves and the other Class members, each of whom purchased or leased
13 one or more Ford Fusion vehicles, model years 2010 through 2014, or Ford Focus
14 vehicles, model years 2012 through 2014 (the “Defective Vehicles”), all of which are
15 equipped with a materially uniform defective Electronic Power Assisted Steering
16 (“EPAS”) system.

2. The EPAS system in the Defective Vehicles replaces the traditional hydraulic-assist power steering pump and is comprised of a power steering control motor, electronic control unit, torque sensor and steering wheel position sensor. The EPAS system, however, suffers from a systemic defect, characterized by the following problems: (1) seepage of conformal coating into the EPAS system's ribbon cable, which leads to the loss of connections within the EPAS system; (2) misalignment of ribbon cable pins utilized in the EPAS system, which leads to the breakage of critical wiring and the loss of connections within the EPAS system; (3) manufacturing defects in the contact plating used in the EPAS system, which causes corrosion and an interruption in electrical connections within the EPAS system; (4) defects in EPAS system's sensors; and (5) defects in the gear assembly. This defective EPAS system renders the system

1 prone to sudden and premature failure during ordinary and foreseeable driving
2 situations.

3 3. As a result of the EPAS defects, drivers of the Defective Vehicles
4 experience significantly increased steering effort and an increased risk of losing control
5 of their vehicles when the EPAS system fails. Ford has received hundreds of complaints
6 complaining of this fact.

7 4. The company has not adequately responded to the hundreds of complaints it
8 received regarding loss of power steering of the Defective Vehicles. In the face of
9 information that should have forced Ford to acknowledge, confront and correct the
10 defective EPAS system, Ford actively concealed, failed to disclose, and continues to fail
11 to disclose to consumers of the Defective Vehicles that the uniformly designed EPAS
12 system in the Defective Vehicles is prone to premature failure during ordinary and
13 foreseeable driving situations. Upon an incidence of failure, drivers of the Defective
14 Vehicles experience markedly increased steering effort, greatly increasing the likelihood
15 that they will be *unable* to control their vehicles.

16 5. Ford's omissions concerning the EPAS system are material to consumers
17 because of the significant safety concerns presented as a result of the system's defects
18 and premature failures. When the EPAS system fails while a Defective Vehicle is on the
19 road and the driver's ability to turn the vehicle is greatly reduced, occupants of the
20 Defective Vehicles, occupants of surrounding vehicles, and pedestrians are exposed to
21 the risk of collisions and grave bodily harm.

22 6. The fact that the EPAS system is prone to premature failure also is material
23 to consumers because there is no safe alternative way for drivers of the Defective
24 Vehicles to avoid the risk of potential harm. As a result of Ford's failure to disclose to
25 consumers and the public at large the material fact that the EPAS system is prone to
26 premature failure, Ford has recklessly risked the safety of occupants of the Defective
27 Vehicles and the public at large.

1 7. In addition to its omissions, Ford misrepresented the safety of and efficacy
2 of its EPAS system. The EPAS system was intended to enhance vehicle safety, and had
3 it been properly designed and manufactured, it could have accomplished that goal. Ford
4 advertised its EPAS system as an innovative and positive contributor towards vehicle
5 safety. Ford touted the ability of its EPAS system's "pull-drift compensation" software-
6 based technology, telling consumers that the EPAS system would detect road conditions,
7 such as crowned road surfaces or crosswinds, and adjust the steering system to help
8 drivers compensate for pulling and drifting.

9 8. Ford further stated in its marketing materials that "EPAS is a demonstrative
10 example of technology that increases fuel economy while enabling innovation to aid
11 drivers." Ford also advertised its EPAS system as one of several technological
12 innovations that was "helping drivers stay connected, safer, [and] less stressed." Ford's
13 marketing materials, including television commercials for some of the Defective
14 Vehicles, lauded the sensors in the EPAS system, claiming that they achieve steering
15 "that feels just right" and "helps keep you firmly planted and in control."

16 9. When Plaintiffs and the other Class members purchased the Defective
17 Vehicles, they relied on their reasonable expectation that the Vehicles did not pose an
18 unavoidable safety risk and on affirmative representations from Ford touting the quality
19 and safety of its vehicles.

20 10. Had Ford timely disclosed to consumers the material fact that the EPAS
21 system was prone to sudden failure, Plaintiffs and the other Class members would not
22 have purchased or leased those vehicles, or would have paid substantially less for the
23 vehicles than they did.

24 11. Upon information and belief, Ford has long been aware that the EPAS
25 system installed in the Defective Vehicles is prone to sudden, premature failure, since as
26 early as 2010.

1 12. Ford acquired exclusive knowledge of this issue as a result of pre-
2 production testing, design failure mode analysis, customer complaints made to dealers,
3 complaints made directly to Ford's Customer Relationship Center ("CRC"), and
4 inquiries made to Ford's technical hotline from technicians – information that is
5 exclusively in Ford's possession and inaccessible to consumers.

6 13. Indeed, internal communications regarding steering defects in the EPAS
7 system of the Ford Explorer reveal that Ford had long been aware of the problems with
8 the EPAS system installed in the Defective Vehicles. For example, in a June 6, 2011
9 email, Laura Napoli, a Product Development Engineer at Ford who specializes in power
10 steering design, wrote:

11 Talked to the tech below and this loss of assist would always
12 occur in low speed parking lot maneuvers *similar to the Focus*
13 issue and had him check the HC BJB main feed and the 100a
14 fuse connections and the tech found the main battery feed
15 loose to high current battery junction box, he tightened the nut
1 1/2 turns to torque it properly, road test now the vehicle is
fixed.

16 (emphasis added)

17 14. In March 23, 2012, Mark Robinson of Ford wrote to EPAS Steering
18 Engineering employee Thomas Flanagan:

19 I need your help. You may have this information at your
20 fingertips. Can you tell if the EPAS ribbon cable concern on
21 the Fusion is linked to the Explorer U502 [Ford's Fifth
22 Generation Explorer]? This concern I believe was resolved at
the end of Nov. 2011 for the Fusion vehicle line. We are seeing
concerns on the Explorer U502 EPAS hard to turn
intermittently.

23 15. Mr. Robinson's above-referenced March 23, 2012 email was then directed
24 to EPAS Steering Supervisor Matthew Surella, who informed Mr. Flanagan that "clean
25 parts" were not used at Fusion assembly plants until January of 2012 and that he didn't
26 "know where they got November???" Any use of "clean parts" did not resolve the
27

1 problems for the Fusion vehicle line as evidenced by continued consumer complaints of
2 steering problems about the 2012-2014 model years of the Defective Vehicles.

3 16. There have been hundreds of complaints from owners and lessees about
4 steering problems with the Fusion line. Many of these complaints post-date Mr.
5 Robinson's email and involve vehicle models that were manufactured after the problems
6 with the Fusion vehicle line were supposedly addressed. Ford was well aware of these
7 complaints, which reveal that – contrary to Mr. Robinson's and Mr. Surella's emails –
8 the EPAS problems for the Fusion line were not resolved in at the beginning of 2012.
9 Similarly, consumers have continued to complain about steering problems in the Focus
10 line through 2014.

11 17. Given the safety risks associated with the EPAS system defects, Ford's
12 callous responses to these complaints – described in more detail below – reveal Ford's
13 willful disregard for the safety of its customers, including Plaintiffs and the other Class
14 members.

15 18. Upon information and belief, Ford knew that any purported fix to the EPAS
16 system of the Defective Vehicles was ineffective. Indeed, Ford recently recalled other
17 models with similarly defective EPAS systems. Ford, however, chose to conceal from
18 its customers the fact that the Defective Vehicles were experiencing similar EPAS
19 issues.

20 19. Ford may have provided information to NHTSA identifying a shared EPAS
21 system or uniform defective elements of the EPAS system shared by the Ford Explorer,
22 Ford Focus and Ford Fusion lines in response to NHTSA's investigation of Ford
23 Explorer defects.

24 20. Among many other inquiries, NHTSA asked Ford to identify the
25 predominant EPAS failure in the Explorer Vehicles and identify the scope of the
26 vehicles (Explorer or otherwise) affected by the failure cause, specifically asking Ford to
27 identify the affected vehicles by "model, model year, and production range." Ford
28

1 provided information as to the cause of the defect, and that information has been made
2 publicly available, but it did not provide public information as to the model, model year,
3 and production range by the defect. Instead, it provided additional information in
4 Appendix L of its response with a request for confidentiality under separate cover to
5 NHTSA's Office of the Chief Counsel under 49 CFR Part 512. This information has not
6 been released.

7 21. Upon information and belief, Ford intentionally concealed the fact that the
8 EPAS system is prone to sudden and premature failure from consumers, so that the
9 warranty period on the Defective Vehicles will expire before consumers become aware
10 of the problem. Through this practice, Ford unlawfully transfers the cost of replacement
11 from itself to the owners of the Defective Vehicles.

12 22. Had Ford disclosed to owners and lessees of the Defective Vehicles the
13 material fact that the EPAS system is prone to premature failure and needed to be
14 replaced, owners of the Defective Vehicles would have required Ford to replace the
15 EPAS system before the warranty period expired, would not have purchased those
16 vehicles, or would have paid substantially less for the vehicles than they did.

17 23. Nevertheless, and notwithstanding Ford's awareness of the safety issues
18 presented by the EPAS defect, Ford never disclosed these material facts to owners
19 and/or lessees of the subject vehicles at the time of purchase, before the warranty
20 expired, or any time thereafter.

21 24. As a result of Ford's unfair, deceptive, and fraudulent business practices,
22 and its failure to disclose defects in the EPAS system, owners and lessees of the
23 Defective Vehicles have suffered losses in money or property for which Ford is
24 responsible.

JURISDICTION AND VENUE

25. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship from Ford, there are more than 100 class members nationwide, and the aggregate claims of the Class exceed \$5,000,000 exclusive of costs and interest.¹

26. This Court has personal jurisdiction over Ford because Ford's contacts with the State of California are systematic, continuous, and sufficient to subject it to personal jurisdiction in this Court. Specifically, Ford purposefully availed itself of the privilege of conducting business in the State of California by advertising and selling its manufactured vehicles (including the Defective Vehicles at issue) within the State of California. Additionally, Ford has maintained systematic and continuous business contacts within the State of California (including with its authorized dealers in the State) and is registered to conduct business in the State.

27. Venue is proper in this district under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred within this District, and because Plaintiff [REDACTED] is a resident of Royal Oaks, California, which is in this District.

INTRADISTRICT ASSIGNMENT

28. Consistent with Northern District of California Civil Local Rule 3-5(b), assignment to the San Jose Division is appropriate under Civil Local Rules 3-2(c) and 3-2(e), because acts giving rise to the claims at issue in this Complaint occurred, among other places, in this District, in Monterey County, California.

¹ The 2012 Ford Focus was the top-selling car in the world in 2012. For this model of Defective Vehicle alone, Ford sales totaled over 1,020,410 cars globally in a single year.

PARTIES

Plaintiffs

29. Plaintiff [REDACTED] ("Plaintiff [REDACTED]") is a citizen of California, and a resident of Royal Oaks, which is in Monterey County, California.

30. Plaintiff [REDACTED] owns a 2011 Ford Fusion, which he purchased from Salinas Valley Ford in late 2012. At the time Plaintiff [REDACTED] purchased the vehicle, it had approximately 26,000 miles on it.

31. When Plaintiff [REDACTED] purchased his 2011 Ford Fusion, he reasonably expected that the vehicle's steering system would not suffer from premature failure and that it would not pose an unavoidable safety risk.

32. Plaintiff [REDACTED] reviewed Ford's promotional materials and other information. Had Ford disclosed the EPAS system defects and failures, Plaintiff [REDACTED] would have seen such disclosures and would have been aware of them. Indeed, Ford's omissions were material to Plaintiff [REDACTED], and he would not have purchased his 2011 Ford Fusion, or would not have paid the purchase price charged had he been aware of the EPAS system defect. .

33. Induced by Ford's fraudulent concealment about the EPAS system, which left him without knowledge of the conditions, or the lack of value in a vehicle containing the alleged EPAS defect, Plaintiff [REDACTED] purchased his 2011 Ford Fusion, not knowing that, as sold, it was defective.

34. Plaintiff [REDACTED] drove his 2011 Ford Fusion in a reasonably foreseeable manner and as it was intended to be used. Nevertheless, in late 2013, Plaintiff [REDACTED] began having intermittent problems with the steering system in his Fusion, and he experienced difficulty steering. Plaintiff [REDACTED] complained to Ford, but nothing was done. Plaintiff [REDACTED] complained again, but he was told that it was a power steering problem that was not covered by the power train warranty. Instead, Plaintiff [REDACTED] was

1 told that it would cost approximately \$2,000 to fix the problem. Ford offered to pay
2 50%.

3 [REDACTED]
4 35. Plaintiff [REDACTED] ("Plaintiff [REDACTED]") is a citizen of West
5 Virginia, and a resident of Dunbar, which is in Kanawha County, West Virginia.

6 36. Plaintiff [REDACTED] owns a 2013 Ford Fusion, which he purchased on or
7 about December 7, 2013 from Marshall Ford Lincoln located in Mayfield Heights, Ohio.

8 37. When Plaintiff [REDACTED] purchased his 2013 Ford Fusion, he reasonably
9 expected that the vehicle's steering system would not suffer from premature failure and
10 that it would not pose an unavoidable safety risk.

11 38. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
12 information, and had Ford disclosed the EPAS defects and failures, Plaintiff [REDACTED]
13 would have seen such disclosures and would have been aware of them. Indeed, Ford's
14 omissions were material to Plaintiff [REDACTED], and he would not have purchased a 2013
15 Ford Fusion, or would not have paid the purchase price charged by Ford had he been
16 aware of the EPAS system defects.

17 39. Induced by Ford's fraudulent concealment about the EPAS system, which
18 left him without knowledge of the conditions or the lack of value in a vehicle containing
19 the alleged EPAS defects, Plaintiff [REDACTED] purchased his 2013 Ford Fusion, not
20 knowing that, as sold, it was defective.

21 40. Plaintiff [REDACTED] drove his 2013 Ford Fusion in a reasonably foreseeable
22 manner and as it was intended to be used. Nevertheless, the power steering in Plaintiff
23 [REDACTED] vehicle has failed on four separate occasions. Each time, the power steering
24 failed, he or his wife would start the car and attempt to back out of his garage only to
25 experience extreme difficulty turning the wheel because the power steering had failed.
26 He believes that the "check engine light" would come on when this happened. He or his
27 wife would turn the car off after the steering failed and then back on, and this would get
28

1 the power steering working. He feels fortunate that problems have been limited to his
2 garage so far but worries about a failure on a public road.

3 [REDACTED]
4 41. Plaintiff [REDACTED] ("Plaintiff Morris") is a citizen of Michigan, and a
5 resident of Pickney, which is in Livingston County, Michigan.

6 42. Plaintiff [REDACTED] owns a 2012 Ford Focus, which he purchased new in 2012
7 for approximately \$20,000 from Krug Hilltop Ford-Lincoln-Mercury in Howell,
8 Michigan.

9 43. When Plaintiff [REDACTED] purchased his 2012 Ford Focus, he reasonably
10 expected that the vehicle's steering system would not suffer from premature failure and
11 that it would not pose an unavoidable safety risk.

12 44. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
13 information, and had Ford disclosed the EPAS system defects and failures, Plaintiff
14 [REDACTED] would have seen such disclosures and would have been aware of them. Indeed,
15 Ford's omissions were material to Plaintiff [REDACTED], and he would not have purchased a
16 2012 Ford Focus, or would not have paid the purchase price charged by Ford had he
17 been aware of the EPAS system defect.

18 45. Induced by Ford's fraudulent concealment about the EPAS system, which
19 left him without knowledge of the conditions or the lack of value in a vehicle containing
20 the alleged EPAS defects, Plaintiff [REDACTED] purchased his 2012 Ford Focus, not knowing
21 that, as sold, it was defective.

22 46. Plaintiff [REDACTED] drove his 2013 Ford Fusion in a reasonably foreseeable
23 manner and as it was intended to be used. Nevertheless, Plaintiff [REDACTED]' vehicle has
24 had consistent problems with his vehicle steering. Problems were initially occasional,
25 but the EPAS system now constantly fails. With the power steering frequently failing,
26 steering the vehicle requires great effort by Plaintiff [REDACTED] Plaintiff [REDACTED] wishes he
27
28

1 did not have to drive his Ford Focus, but he needs to get to work and does not have the
2 money to replace the vehicle.

3 [REDACTED]
4 47. Plaintiff [REDACTED] ("Plaintiff [REDACTED]") is a citizen of Kentucky but
5 purchased a 2010 Ford Fusion used in mid-2012 from Headquarters Nissan in
6 Columbus, Georgia for approximately \$12,000. She made the purchase when visiting
7 family in Georgia.

8 48. When Plaintiff [REDACTED] purchased her 2010 Ford Fusion, she reasonably
9 expected that the vehicle's steering system would not suffer from premature failure and
10 that it would not pose an unavoidable safety risk.

11 49. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
12 information, and had Ford disclosed the EPAS defects and failures, Plaintiff [REDACTED]
13 would have seen such disclosures and would have been aware of them. Indeed, Ford's
14 omissions were material to Plaintiff [REDACTED], and she would not have purchased a 2010
15 Ford Fusion, or would not have paid the purchase price charged by Ford had he been
16 aware of the EPAS system defect. Induced by Ford's fraudulent concealment about the
17 EPAS system, which left her without knowledge of the conditions or the lack of value in
18 a vehicle containing the alleged EPAS defects, Plaintiff [REDACTED] purchased her 2010
19 Ford Fusion not knowing that, as sold, it was defective.

20 50. Plaintiff [REDACTED] drove her 2010 Ford Fusion in a reasonably foreseeable
21 manner and as it was intended to be used. Nevertheless, Plaintiff [REDACTED] began
22 experiencing problems with the vehicle's power steering in late 2013. Plaintiff
23 [REDACTED] vehicle has lost power steering while driving approximately 5 times. This has
24 forced her to drive off the road and turn off the vehicle. Sometimes a warning display
25 light appears on the dashboard that signals failure of the power steering and sometimes it
26 does not. When the steering fails, the power steering system is typically restored when
27 she turns the vehicle back on.

1 [REDACTED]
2 51. Plaintiff [REDACTED] ("Plaintiff [REDACTED]") is a citizen of Illinois.

3 52. Plaintiff [REDACTED] owns a 2011 Ford Fusion, which he purchased used from
4 Tom Peck Ford of Huntley, Illinois in June of 2014. Plaintiff [REDACTED] paid
5 approximately \$10,000 for the vehicle.

6 53. When Plaintiff Fournier purchased his 2011 Ford Fusion, he reasonably
7 expected that the vehicle's steering system would not suffer from premature failure and
8 that it would not pose an unavoidable safety risk.

9 54. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
10 information, and had Ford disclosed the EPAS defects and failures, Plaintiff [REDACTED]
11 would have seen such disclosures and would have been aware of them. Indeed, Ford's
12 omissions were material to Plaintiff [REDACTED], and he would not have purchased a 2011
13 Ford Fusion, or would not have paid the purchase price charged by Ford had he been
14 aware of the EPAS system defect.

15 55. Induced by Ford's fraudulent concealment about the EPAS system, which
16 left him without knowledge of the conditions or the lack of value in a vehicle containing
17 the alleged EPAS defects, Plaintiff [REDACTED] purchased his 2011 Ford Fusion, not
18 knowing that, as sold, it was defective.

19 56. Plaintiff [REDACTED] drove his 2013 Ford Fusion in a reasonably foreseeable
20 manner and as it was intended to be used. Nevertheless, within 3 weeks of purchasing
21 the vehicle, Plaintiff [REDACTED] vehicle lost power steering while he was driving. A
22 display light on the dashboard accompanied the power steering loss. Plaintiff [REDACTED]
23 took the vehicle back to Tom Peck Ford and complained. The dealership told him they
24 were unaware aware of any recalls or other issues involving the power steering. His
25 wife [REDACTED], then lodged a complaint with NHTSA and to the Ford Motor
26 Company. The day after [REDACTED] made this complaint, Tom Peck Ford called
27 Plaintiff [REDACTED] and told him they would fix the problem for free. They replaced the
28

1 power steering rack, but Plaintiff [REDACTED] is concerned that the new power steering rack
2 is equally defective and worries that the vehicle remains unsafe to drive. He is
3 monitoring the situation closely.

4 [REDACTED]
5 57. Plaintiffs [REDACTED] are citizens of Arizona, and
6 residents of Peoria, which is in Maricopa County, Arizona.

7 58. Plaintiffs [REDACTED] own a 2012 Ford Fusion, which they
8 purchased new at the end of 2011 from Peoria Ford in Peoria, Arizona.

9 59. When Plaintiffs [REDACTED] purchased their 2012 Ford Fusion,
10 they reasonably expected that the vehicle's steering system would not suffer from
11 premature failure and that it would not pose an unavoidable safety risk. Plaintiffs
12 [REDACTED] reviewed Ford's promotional materials and other information,
13 and had Ford disclosed the EPAS defects and failures, Plaintiffs [REDACTED]
14 would have seen such disclosures and would have been aware of them. Indeed, Ford's
15 omissions were material to Plaintiffs [REDACTED], and they would not have
16 purchased a 2012 Ford Fusion, or would not have paid the purchase price charged by
17 Ford had they been aware of the EPAS system defect.

18 60. Induced by Ford's fraudulent concealment about the EPAS system, which
19 left them without knowledge of the conditions or the lack of value in a vehicle
20 containing the alleged EPAS defects, Plaintiffs [REDACTED] purchased their
21 2012 Ford Fusion, not knowing that, as sold, it was defective.

22 61. Plaintiffs [REDACTED] drove their 2012 Ford Fusion in a
23 reasonably foreseeable manner, as it was intended to be used. Nevertheless, Plaintiffs
24 [REDACTED] had problems with the vehicle's power steering. Plaintiff
25 [REDACTED] has frequently heard odd noises she believes are coming from the
26 vehicle's steering, and the power steering once failed while she was driving. She
27 worries that the 2012 Ford Fusion is not safe to drive.

Defendant

62. Defendant Ford Motor Company (“Ford”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at One American Road in Dearborn, Michigan 48126. Ford is in the business of designing, manufacturing, marketing, and distributing motor vehicles. Ford is one of the world’s largest such companies and its vehicles include those sold under the Ford, Lincoln, and Mercury brands.

63. At all times relevant to this action, Ford designed, manufactured, marketed, distributed, and warranted the Defective Vehicles in the State of California and throughout the United States.

TOLLING OF THE STATUTE OF LIMITATIONS

Discovery Rule Tolling

64. Plaintiffs could not have discovered through the exercise of reasonable diligence that their Defective Vehicles were defective within the time period of any applicable statutes of limitation.

65. Among other things, Plaintiffs did not know and could not have known that the Defective Vehicles are equipped with defective EPAS systems that are prone to premature failure, resulting in markedly increased steering effort and loss of driver control.

Fraudulent Concealment Tolling

66. Throughout the time period relevant to this action, Ford concealed from and failed to disclose to Plaintiffs and the other Class members vital information about the potentially deadly defect described herein. Indeed, Ford kept Plaintiffs and the other Class members ignorant of vital information essential to the pursuit of their claims, and as a result, neither Plaintiffs nor the other Class members could have discovered the defects, even upon reasonable exercise of diligence.

1 67. Specifically, Ford has been aware since 2010, if not earlier, that the EPAS
2 system it designed, manufactured, and installed in the Defective Vehicles is prone to
3 sudden and premature failure, resulting in marked increases to steering effort and loss of
4 driver control.

5 68. Despite its knowledge of these defects, Ford failed to disclose and
6 concealed, and continues to conceal, this critical information from Plaintiffs and the
7 other Class members even though, at any point in time, it could have done so through
8 individual correspondence, media release, or any other means.

9 69. Ford also has repeatedly and expressly denied the existence of the defects in
10 the Defective Vehicles.² Indeed, Class Members have contacted Ford directly before or
11 after complaining to NHTSA regarding the sudden steering failure of their Defective
12 Vehicle. In most cases, Ford did not admit that it had received similar complaints or
13 acknowledged the incidents, accidents, injuries, or deaths that could have been caused
14 by the defect. Despite Ford's receipt of hundreds of complaints, Ford's customer service
15 department told consumers that the incident likely was a "fluke," and refused to provide
16 any aid or address the problem.

17 70. Plaintiffs and the other Class members justifiably relied on Ford to disclose
18 these material defects in the Defective Vehicles they purchased or leased, as such defects
19 were hidden and not discoverable through reasonable efforts by Plaintiffs and other
20 Class members.

21 71. Thus, the running of all applicable statutes of limitation have been
22 suspended with respect to any claims that Plaintiffs and the other Class members have
23 sustained as a result of the defects by virtue of the fraudulent concealment doctrine.

24
25
26 ² Even with respect to the Ford Explorer, another vehicle with a similarly defective
27 EPAS system that Ford *did* recall at NHTSA's insistence, Steve Kenner – Ford's global
28 director of automotive safety – has acknowledged that the EPAS system is prone to fail,
but insists that loss of power steering "does not present an unreasonable safety risk."

1 **Estoppel**

2 72. Ford was under a continuous duty to disclose to Plaintiffs and the other
3 Class members the true character, quality, and nature of the Defective Vehicles.

4 73. Ford knowingly failed to disclose or concealed the true nature, quality, and
5 character of the Defective Vehicles from consumers.

6 74. Based on the foregoing, Ford is estopped from relying on any statutes of
7 limitation in defense of this action.

8 **FACTUAL BACKGROUND**

9 75. Ford designed, manufactured, distributed, marketed, warranted, sold, and
10 leased the Defective Vehicles. Upon information and belief, Ford has sold, directly or
11 indirectly through authorized dealers and other retail outlets, thousands of Defective
12 Vehicles in California and nationwide.

13 76. The Defective Vehicles include the following models: 2010-2014 Ford
14 Fusion; 2010-2014 Ford Fusion Hybrid; 2013-2014 Ford Fusion Energi; 2012-2014 Ford
15 Focus; and 2012-2014 Ford Focus Electric.

16 77. Ford's communications with respect to the Defective Vehicles' EPAS
17 system have been misleading. For example, in a marketing video about the Ford Focus,
18 Ford touted the EPAS sensors as achieving steering "that feels just right" and "helps
19 keep you planted and in control." To this day, Ford continues to promote the EPAS as
20 automatically adjusting "to deliver precise feel and control at higher speeds," "the
21 required assistance at slower speeds," and "a comfortable driving experience and
22 responsive steering."

23 78. The many problems customers have had with the Defective Vehicles'
24 EPAS system contrasts sharply with these public statements. Ford has not been
25 forthcoming regarding problems with the EPAS system, including failing to disclose the
26 "corrective" actions it attempted to make to the EPAS.

1 79. In addition to making misleading statements about the safety and efficacy
2 of the EPAS system, Ford has also ignored, concealed, and failed to adequately address
3 the numerous complaints it has received regarding the Defective Vehicles' steering
4 failures. These complaints began almost immediately upon the release of each model of
5 Defective Vehicle.

6 80. Ford's response to complaints presented by customers and posted publicly
7 on automotive forums has been unsatisfactory. On one occasion, Ford responded to a
8 complaint by stating: "Intermittent issues can be very tough to diagnose, and the codes
9 that were stored may not have pointed to a specific cause. That could be why it needs to
10 be replicated. Be assured though, safety is always kept in mind with all concerns."

11 81. Customers have grown increasingly frustrated and questioned Ford's
12 commitment to safety. In a complaint to NHTSA, one Ford Focus owner wrote:
13 "Educate me on EXACTLY how SAFETY is a top priority when the code for power
14 steering is being thrown, the tech's are SEEING the code, but then sending the driver on
15 their way because they can't REPLICATE the issue . . . Educate me on how it is NOT a
16 safety issue when said person gets back out on the road, has a failure, and slams their car
17 into a wall or another car full of children . . . Please, EDUCATE me. I'm sure we ALL
18 want to understand your line of thinking here. Because those cars should NOT be hitting
19 the road again until the problem is SOLVED if safety was really a TOP PRIORITY."

20 82. Such customer frustration is not surprising. As described below, the EPAS
21 system has pervasive underlying defects that Ford is aware of based on its own internal
22 investigation, direct complaints it received regarding steering failures of the Defective
23 Vehicles, and numerous complaints submitted to NHTSA (discussed below). It
24 nonetheless has declined to publicly acknowledge the defects and failed to take adequate
25 and necessary steps to correct the defects.

EPAS System

83. Power steering systems supplement the torque that the driver applies to the steering wheel. Hydraulic power steering, used on the majority of cars from the last century, relies on pistons in the steering rack with pressurized fluid. A pump, which is powered by the vehicle's engine, maintains hydraulic fluid pressure. With a hydraulic system, the pump is always drawing energy from the engine, regardless of whether the driver of the vehicle is turning the wheel.

84. Ford's EPAS system does away with the conventional hydraulic pistons and pump. Instead, the EPAS system uses an electric, power steering control ("PSC") motor attached to the steering rack which assists with steering. Sensors in the EPAS system detect the position and torque of the steering column, and a computer module applies torque via the PSC motor.

85. Unlike a hydraulic power steering system that continuously drives a hydraulic pump, the efficiency advantage of an EPAS system (if it were properly designed and manufactured) is that it powers the PSC motor only when necessary. According to Ford, its EPAS system results in reduced vehicle fuel consumption compared to the same vehicle with a hydraulic power steering system. Moreover, Ford's EPAS system can be fine-tuned simply by modifying the software controlling the electronic control unit ("ECU"). This provides a unique and cost-effective opportunity to adjust the steering "feel" of the Defective Vehicles. For safety reasons, it is important that a failure in the electronics never result in a situation where the PSC motor prevents the driver from steering the vehicle. Unfortunately, however, that is not the case with Ford's Defective Vehicles.

86. Ford's EPAS system is prone to numerous deficiencies. *First*, the EPAS system's conformal coating is prone to seepage into the EPAS's ribbon cable that leads to loss of connections within the EPAS system. *Second*, the ribbon cable pins utilized in the EPAS system are often misaligned. This leads to the breakage of critical wiring and

1 the loss of connections within the EPAS system. **Third**, the EPAS system suffers from
 2 manufacturing and/or design defects in the contact plating used in the EPAS system,
 3 leading to its corrosion. This, too, causes an interruption in electrical connections within
 4 the EPAS system. **Fourth**, the EPAS system's sensors do not function properly leading
 5 to a lack of functionality and system failure. **Finally**, the EPAS system suffers from
 6 defects in the gear assembly. These defects, individually and/or collectively, render the
 7 EPAS System prone to failure, causing marked difficulty in steering of the car. This can
 8 result in loss of driver control. It can, and has, caused injuries to occupants of the
 9 Defective Vehicles. The defect further vitiates the value of the Defective Vehicles.

10 **Ford's Knowledge of Defects in EPAS System**

11 87. Upon information and belief, Ford has long been aware that the EPAS
 12 system installed in the Defective Vehicles is prone to sudden failure, since at least as
 13 early as 2010, when the EPAS system was first installed in the Ford Fusion in 2010.

14 88. Ford's knowledge of problems with the EPAS system in the Defective
 15 Vehicles was revealed during the course of a NHTSA investigation into steering failures
 16 experienced by the Ford Explorer, which suffers from a similarly defective EPAS
 17 system.

18 89. On June 19, 2012, NHTSA opened a formal investigation into the steering
 19 issue in Ford Explorer vehicles in response to a plethora of complaints it had received
 20 regarding the Ford Explorer. NHTSA stated as follows:

21 The Office of Defects Investigation (ODI) has received 15
 22 complaints alleging loss of power steering assist and increased
 23 steering effort in model year 2011 Ford Explorer vehicles
 24 equipped with Electric Power Assisted Steering (EPAS). In
 25 addition, ODI has identified field reports provided in Ford's
 26 Early Warning Reporting data submissions that relate to the
 27 alleged defect. Some of the complaints indicated observing a
 28 power steering warning message when the failure occurred. In
 some cases, the condition was corrected by turning the vehicle
 off and restarting. However, some reports indicate the
 condition returned after restart. A Preliminary Evaluation has

1 been opened to assess the cause, scope and frequency of the
2 alleged defect.³

3 90. In Ford's August 29, 2012 response to the NHTSA's Information Request,
4 Ford describes the operation, and purported failsafes, of the EPAS system:

5 The power steering control module (PSCM) is the electronic
6 control unit for the EPAS system. The PSCM monitors all
7 sensor inputs and High Speed CAN messages that relate to the
8 EPAS system and directly controls the output of the EPAS
9 motor. The PSCM is self-monitoring and is capable of setting
10 and storing DTCs. Depending on the fault detected, the PSCM
11 responds by either reducing or removing assist, and the PSCM
12 may also send a request to the instrument panel cluster over the
13 High Speed CAN displaying a message and alerting the driver
14 of a potential EPAS concern.

15 91. Ford further identified three quality issues with components of the EPAS
16 system that could result in a loss of power steering assist.

17 92. The first quality issue involved the Ribbon Cable Conformal Coating,
18 where the conformal coating was seeping into the insulation of the ribbon cable during
19 the manufacturing process. As Ford explained, if the coating seeped into the ribbon
20 cable, it could cause intermittent loss of connection.

21 93. The second quality issue dealt with the Ribbon Cable Pin. Ford detailed
22 how a misalignment of the Ribbon Cable Pin due to tolerances in the manufacturing
23 equipment could cause one of twelve wires to misalign, which, in turn, would cause one
24 or more of the internal strands within the wire to break, resulting in intermittent loss of
25 connection.

26 94. Finally, Ford revealed that the sulfur used in the cleaning process for the
27 Motor Relay Contact Plating could cause corrosion on the contact surface, which, yet
28 again, could cause a loss of connection.

 95. In response to the NHTSA Information Request, Ford also produced a
 database containing 1,173 complaints (including owner reports, field reports, technical

³ As discussed below, NHTSA also has received a hundreds of complaints of steering failure for the Defective Vehicles.

1 reports, litigation claims, and warranty information) pertaining to loss of power steering
2 assist on 2011 and 2012 Ford Explorers. Within those complaints, there were nine
3 incidents that resulted in a crash. Ford did not disclose or address any complaints for
4 other vehicles utilizing the defective EPAS System.

5 96. Ford's internal documents, produced, but not highlighted during NHTSA's
6 investigation, clearly demonstrate that the problems with the EPAS system are not
7 unique to Ford Explorers, but have also impacted the Defective Vehicles. The
8 documents further detail Ford's awareness of this fact.

9 97. Indeed, in a June 6, 2011 email, a Ford Product Development Engineer
10 Laura Napoli writes:

11 Talked to the tech below and this loss of assist would always
12 occur in low speed parking lot maneuvers *similar to the Focus*
13 issue and had him check the HC BJB main feed and the 100a
14 fuse connections and the tech found the main battery feed
15 loose to high current battery junction box, he tightened the nut
16 1 1/2 turns to torque it properly, road test now the vehicle is
17 fixed.

18 (emphasis added)

19 98. In March 23, 2012, Mark Robinson of Ford emailed EPAS steering
20 employee Thomas Flanagan the following:

21 Hi Thomas,

22 I need your help. You may have this information at your
23 fingertips. Can you tell if the EPAS ribbon cable concern on
24 the Fusion is linked to the Explorer U502 [Ford's Fifth
25 Generation Explorer]? This concern I believe was resolved at
26 the end of Nov. 2011 for the Fusion vehicle line. We are seeing
27 concerns on the Explorer U502 EPAS hard to turn
28 intermittently.

99. Mr. Flanagan forwarded the email to EPAS Steering Supervisor Matthew
Surella, inquiring about the "clean dates" and "corrective dates" of parts of the EPAS
system for the Fusion line. His email reads as follows:

1 Matt,

2 See note below. I do not want to respond until I have a good
3 understanding. Laura is out today. Do you know what the clean
4 dates and corrective actions were for the C200D and B3A
5 issues? I know the clean date for B3A is 11/17/11. The email
6 below shows C200D. There were 2, 2012 U502 units.

7 100. The next day, Mr. Surella responded as follows:

8 Eric's chart shows 1/16 but in Bennie F meetings we have been using 1/30
9 so please use 1/30 as clean date. This is the date for clean parts starting to
10 be used at Fusion assembly plant (HSAP). This is the same date we are
11 using for U502 in Chicago and C346 in MAP. I don't know where they got
12 November???

13 101. Although Ford's belated use of "clean parts" did *not* resolve the problems
14 for the Fusion vehicle line by January 2012, as evidenced by continued complaints of
15 power steering failures for later model Fusion and Focus vehicles [REDACTED] March
16 23, 2013 email indicates that Ford was well aware of ribbon cable defects in early model
17 Ford Fusions that caused power steering failures similar to what it was observing in the
18 Ford Explorer. *Notably, Ford has never recalled the 2010 or 2011 Ford Fusion – or
19 any other model of Defective Vehicle – and never disclosed the problems to its
20 customers, the public, or upon information and belief, to NHTSA.*⁴

21 102. Other internal Ford communications indicate that the engineers responsible
22 for the design of the EPAS system were very concerned about failures in Ford's power
23 steering system.

24 103. For instance, in a January 21, 2011 e-mail, Robert Mrozek, Electronic
25 Power Steering Supervisor, wrote:

26 1) Why are we replacing these gears? How do you know it is
27 not a wiring issue? Do not replace an intermittent gear until we
28 know 100% for sure it is not wiring. Are these dealers nearby

⁴ A review of Ford's communications with NHTSA suggest Ford may have disclosed to NHTSA all vehicle lines Ford believes may be affected by the EPAS System defect in Appendix L of an August 29, 2012 submission responding to NHTSA's investigation of steering problems in the Ford Explorer. These documents have not been made public and were submitted to NHTSA's Office of the Chief Counsel under a claim of confidentiality. Plaintiffs expect to pursue these issues in discovery.

1 where we can go there to look? 2) WARNING: *The world will*
2 *shit a brick with 4 EPAS claims on U502 and our lives will be*
3 *hell. ALL these gears need root cause within 48 hours or less.*

(emphasis added).

4 104. In response to Mrozek's scathing e-mail, Bradley Jackson states:

5 Rob, I agree. If the word gets out that gear replacements are
6 fixing the concern, we are in trouble. Need to deep dive these
7 gears when they come back.

8 105. Under pressure from NHTSA, Ford recently issued a recall of Ford
9 Explorers. Ford has publicly acknowledged that the Ford Explorer's EPAS is prone to
10 sudden failure and recently confirmed that it has been aware of the fifteen accidents that
11 were caused by a loss of power steering in the Explorer.

12 106. Ford's global director of automotive safety, Steve Kenner, nonetheless
13 publicly maintains "that loss of power steering assist in the subject vehicles does not
14 present an unreasonable safety risk for these vehicles." Kenner predicates this statement
15 on Ford's position that vehicles can still be driven when the power steering fails. But
16 this position is highly misleading.

17 107. The marked increase in the difficulty of steering that arises when the EPAS
18 system fails and the steering system in the Defective Vehicles defaults to manual
19 steering creates an unreasonable safety risk (both in the Ford Explorer and in the
20 Defective Vehicles). Although failure of the EPAS system always compromises safety,
21 this is particularly true when a vehicle is traveling at high speeds or on unlevel terrain.
22 The sudden shock of needing to immediately exert great effort to control the vehicle
23 makes the Defective Vehicles extremely susceptible to accidents when the EPAS system
24 fails.

25 108. The danger created by sudden and unexpected failure of the EPAS system
26 is clear from complaints reported to NHTSA about loss of control as a result of failure of
27 the EPAS system. Moreover, certain complaints made to NHTSA suggest that failure of
28 the EPAS system also may disable the braking system. One West Virginia owner

1 reported that she rolled down a hill into a wooded area after the EPAS of her vehicle
2 failed. In addition to losing the ability to steer the vehicle, the braking system failed to
3 engage and the owner “lost complete control of the vehicle.”

4 **NHTSA Receives a Tremendous Number of Complaints About EPAS**

5 109. To date, NHTSA has received hundreds of complaints regarding power
6 steering failures of the Defective Vehicles. Complaints include, but are not limited to,
7 the following models: 129 complaints documenting sudden failure of power steering for
8 the 2010 Ford Fusion; 182 complaints documenting sudden failure of power steering for
9 the 2011 Ford Fusion; 143 complaints documenting sudden failure of power steering for
10 the 2012 Ford Fusion; twelve complaints documenting sudden failure of power steering
11 for the 2013 Ford Fusion; three complaints in the past several months documenting
12 sudden failure of power steering for the 2014 Ford Fusion; 62 complaints documenting
13 sudden failure of power steering for the 2012 Ford Focus; 21 complaints documenting
14 sudden failure of power steering for the 2013 Ford Focus; at least 8 complaints
15 documenting sudden failure of power steering for the 2014 Ford Focus, and
16 approximately 18 complaints documenting sudden failure of power steering for the 2013
17 Ford Focus Electric. These numbers continue to grow as consumer complaints
18 concerning power steering failures for *all* model years of the Defective Vehicles,
19 including model year 2014, continue through the present. Complaints have been lodged
20 with NHTSA as recently as September of 2014.

21 110. A number of the incidents reported to NHTSA resulted in crashes and
22 personal injuries. In many instances of steering failure, the vehicle owners or lessees
23 also reported the incident to Ford directly and was rebuffed, generally told that the
24 incident was a “fluke.” A representative sampling of NHTSA complaints is detailed
25 below.
26
27
28

1 111. On June 23, 2010, the owner of a 2010 Ford Fusion reported to NHTSA
2 that the steering pulled to the side and that he noticed steering failures since the vehicle
3 was first purchased.

4 112. On November 1, 2010 the owner of a 2010 Ford Fusion made the following
5 statements in a report to NHTSA:

6 I HAVE A BRAND NEW 2010 FORD FUSION THAT HAS
7 APPROXIMATELY 3000 MILES ON IT. I HAD A BAD
8 EXPERIENCE WHERE THE POWER STEERING
9 SUDDENLY STOPPED WORKING WHILE PULLING MY
10 CAR OUT OF A PARKING GARAGE. THE VEHICLE
11 CONSOLE DISPLAY SHOWED A 'POWER STEERING
12 ASSIST FAILURE' MESSAGE. I PULLED MY CAR OVER
13 TO THE SIDE WITH CONSIDERABLE EFFORT AND
14 SHUT THE IGNITION OFF. AFTER A FEW MINUTES
15 WAIT, I RESTARTED THE CAR AND EVERYTHING
16 WAS NORMAL. WITHIN A FEW MINUTES, A LESS
17 THAN A MILE TRAVELED, THE SAME FAILURE
18 OCCURRED AND THE SAME MESSAGE WAS
19 DISPLAYED WHILE IN A ROUND-ABOUT. I AGAIN
20 PULLED MY CAR OVER AND SHUT IT OFF. IT AGAIN
21 RESTARTED AND STEERED FINE AND I DROVE
22 IMMEDIATELY TO MY DEALERSHIP. THE
23 DEALERSHIP READ THE CODE, CLEARED IT AND
24 INFORMED ME THAT THEY COULD NOT GET THE
25 VEHICLE TO REPRODUCE THE PROBLEM. THIS IS A
26 VERY SCARY ISSUE AND NO COMPONENTS WERE
27 REPLACED.

19 113. On May 22, 2011, the driver of a 2010 Ford Fusion made the following
20 complaint to NHTSA:

21 CAR PULLS TO THE LEFT OR SOMETIMES RIGHT.
22 USUALLY WHEN TRAVELING AT LOWER SPEEDS THE
23 STEERING IS TERRIBLE, IT WANTS TO PULL THE
24 WHEEL HARD TO ONE SIDE, ALWAYS HAPPENS ON
25 UNEVEN ROAD SURFACE - SOMETIMES ON EVEN
26 ROADS - EVERY ONE OF MY OTHER CARS DRIVE
27 PERFECT ON THE SAME ROAD. TOOK MY COMPANY
28 CAR TO THE DEALER TO HAVE IT LOOKED AT - THEY
REPLACED ALL 4 TIRES AND DID AN ALIGNMENT -
CHARGED MY FLEET \$1,200 AND IT STILL DOES THE
SAME THING. SERVICE MANAGER SAID THAT IT IS A
CHARACTERISTIC OF THE CAR AND FORD WILL NOT

1 FIX IT - JUST LIVE WITH IT. PROBLEM IS I AM STUCK
2 WITH IT FOR ANOTHER YEAR AND A HALF.

3 114. On December 11, 2012, a vehicle owner reported a crash in a 2010 Ford
4 Fusion. The Defective Vehicle lost power steering, traction control, and the ability to
5 brake upon entering a freeway on ramp. To stop the vehicle and avoid endangering
6 other drivers, the driver was "forced to crash into the concrete wall barrier on the
7 driver's side of the ramp." The driver and one other individual were injured.

8 115. On September 7, 2014, the owner of a 2010 Ford Fusion wrote the
9 following:

10 WHILE DRIVING UNDER NORMAL CONDITIONS, THE POWER
11 STEERING SYSTEM SUDDENLY FAILED. MESSAGES STATING
12 "SERVICE POWER STEERING NOW" AND "SERVICE ADVANCETRAC"
13 AS WELL. GREAT DIFFICULTY TURNING ON THE WINDY ROAD WITH
14 FOUR KIDS IN CAR. FOUND NUMEROUS COMPLAINTS ONLINE. SEE
15 OTHER FORD VEHICLES WERE RECALLED FOR SAME PROBLEM. WHY
16 NOT FUSIONS?

17 116. On October 3, 2012, a vehicle owner reported a crash in a 2011 Ford
18 Fusion. The steering wheel seized while the owner was driving at 35 MPH, causing her
19 to crash into a curb. After the initial accident, the steering of the vehicle continued to
20 fail. The vehicle was taken to a Ford dealer three times, and the dealer refused to help
21 her because the failure could not be replicated. The vehicle owner notified Ford but
22 Ford was unwilling to offer assistance.

23 117. On March 3, 2014, NHTSA received a report of a power steering failure
24 concerning a 2010 Ford Fusion. The vehicle owner was driving home from work on the
25 interstate when the power steering failed. The power steering failed the next day. The
26 owner was told it would cost \$1,600 to repair. When the owner called Ford, Ford said
27 that it would not help the owner.

28 118. On December 23, 2010, an owner reported driving a 2010 Ford Fusion at 45
 MPH when the power steering suddenly failed. The owner could hardly steer the car
 and could not drive the vehicle to the side of the road. The owner stated that this was a

1 safety hazard that could cause a serious accident if someone was not strong enough to
2 handle the car. The owner noted that the owner's mechanic could not fix the issue and
3 informed NHTSA of plans to file a complaint with Ford but didn't "expect to hear back
4 from them."

5 119. On November 9, 2013, a vehicle owner reported driving a 2010 Ford
6 Fusion at approximately 40 MPH when the power steering failed. A Ford dealer
7 examined the EPAS and stated that the power steering rack would need to be replaced at
8 a cost of \$1,830.73. The owner felt this was "an absurd cost [to] have to incur because
9 [he or she] noticed many people have experienced something familiar in many cases."

10 120. On November 30, 2014, a vehicle owner reporting nearly crashing a 2011
11 Ford Fusion while driving approximately 55 MPH and losing all steering ability when
12 the power steering failed.

13 121. On November 13, 2013, a vehicle owner driving approximately 55 MPH in
14 his 2011 Ford Fusion reported sudden steering failure. He noted that "if this would have
15 happened to [his] wife, which is her car to drive, she wouldn't be able to steer the
16 vehicle." It "took [him] all [he] had to get it home. Not very confident on letting her
17 drive this car. Ford needs to resolve this problem."

18 122. On July 18, 2013, a vehicle owner reported sudden steering failure while
19 traveling at approximately 25 MPH. The vehicle became extremely difficult to steer.
20 The Ford Dealer would not attempt a repair or further diagnostics after the failure could
21 not be replicated, and Ford refused to address or acknowledge the issue when the owner
22 then contacted Ford.

23 123. On August 28, 2013, a woman reported sudden failure of power steering of
24 her 2011 Ford Fusion. The vehicle nearly hit another vehicle and she reported it took
25 every bit of her 120 pound body's strength to manually steer the vehicle into the parking
26 lot. This was the fourth occurrence. The dealer made some kind of repair to the EPAS
27 system, for which he charged her over \$1,600.

1 124. On August 18, 2013, an 84 year old woman reported sudden steering failure
2 of her 2012 Ford Fusion. She stated that it was next to impossible to steer. At the time
3 of the complaint, the dealer had purportedly not identified a problem.

4 125. On April 18, 2014, a vehicle owner of a 2013 Ford Fusion was driving
5 down a two-lane mountain road downhill with lots of curves when the power steering
6 warning light came on and the power steering suddenly failed. The owner could not
7 control the car and it had to be towed to a Ford dealer.

8 126. On March 4, 2013, a vehicle owner driving a 2013 Ford Fusion suddenly
9 lost the ability to steer the car. Because a test drive by a service representative did not
10 immediately replicate the occurrence, the dealership denied there was a problem and
11 refused to provide any additional aid to the vehicle owner. .

12 127. On May 30, 2014, a vehicle owner reported multiple sudden losses of
13 steering in the owner's 2014 Ford Fusion. In the most severe instances, the vehicle
14 owner's son was driving the car on the expressway. After taking three days to diagnose
15 the situation, a dealer stated that Ford had changed from a hydraulic module to an
16 electrical module and the part was unavailable and on back order. The owner remains
17 concerned that the vehicle will remain defective even when the replacement module is
18 implemented. The vehicle owner is very concerned that "the steering wheel will lock up
19 and cause an accident and injure [the owner's] son or others."

20 128. In April of 2014, a vehicle owner of a 2014 Ford Fusion experienced a
21 sudden loss of power steering and traction control. A Ford dealer determined the power
22 steering needed to be replaced. The owner contacted Ford about the car, which was only
23 months old, and notified it of the failure, but Ford did not repair the vehicle.

24 129. On October 4, 2011, the owner of a brand new 2012 Ford Focus
25 experienced power steering failure when making a turn at low speed. The owner was
26 able, with great difficulty, to steer the vehicle to the side of the road. The owner was
27 very frustrated given that the car was brand new.

1 130. On November 7, 2011, an owner of a 2012 Ford Focus reported several
2 instances of sudden steering failure within two weeks of purchasing the car.

3 131. On January 20, 2012, an owner of a 2012 Ford Focus reported sudden
4 steering failure and found it extremely difficult to steer without assist. A tow truck
5 driver also had great difficulty steering the car to get it on the tow truck. Once at the
6 dealer, the power assist returned to function and the dealer could not replicate the issue.
7 Upon contacting Ford, the owner was told that the failure was likely a “Fluke,” and Ford
8 refused to offer any further solutions. The owner expressed frustration to NHTSA
9 because the owner “need[ed] help in getting this fixed.”

10 132. In May of 2014, a vehicle owner reported four incidents of sudden steering
11 failure for a brand new 2014 Ford Focus. The owner was in a left turning lane which
12 crosses two sets of railroad tracks. In mid turn (while accelerating over the tracks), the
13 power steering suddenly failed. Similar failures occurred on three other occasions.

14 133. On March 5, 2013, an owner filed a complaint about two occurrences of
15 sudden loss of steering ability in a 2013 Ford Focus Electric. On the first occasion, the
16 vehicle function stopped abruptly. On the second occurrence, the driver also
17 experienced an abrupt stop as if the brakes were slammed forcibly. As a result, the
18 driver was thrown forward towards the steering wheel. In both situations, the driver was
19 unable to get the vehicle to a safe spot on the highway. The driver explained that impact
20 possibilities were “extremely likely” in both cases. Ford attempted a diagnosis on the
21 first occurrence but was unable to provide a fix. At the time of the complaint Ford was
22 to again analyze the vehicle as “a final attempt at repair.”

23 134. These complaint samples detail the EPAS problem and the difficulties of
24 controlling the Defective Vehicles when the power steering fails. They also illustrate
25 Ford’s recalcitrance and refusal to acknowledge and correct these issues even when
26 directly confronted and in the face of hundreds of complaints.

1 135. Moreover, internal documents uncovered during NHTSA's investigation
2 further demonstrate that Ford has known about problems with the EPAS system for
3 years (likely since the 2010 Ford Fusion's inception).

4 **CLASS ACTION ALLEGATIONS**

5 136. Plaintiffs bring this action as a class action under Federal Rule of Civil
6 Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and all others similarly
7 situated. Plaintiffs seek to represent a class (the "Nationwide Class") initially defined
8 as:

9 All current and former owners and lessees of a Defective
10 Vehicle (as defined herein) in the United States.

11 137. Additionally, Plaintiffs seek to represent the following statewide classes
(the "Statewide Classes") defined as follows:

- 12
- 13 a. All current and former owners and lessees of a Defective
14 Vehicle (as defined herein) in California (the "California State
15 Class");
- 16 b. All current and former owners and lessees of a Defective
17 Vehicle (as defined herein) in Ohio (the "Ohio State Class").
- 18 c. All current and former owners and lessees of a Defective
19 Vehicle (as defined herein) in Michigan (the "Michigan State
20 Class").
- 21 d. All current and former owners and lessees of a Defective
22 Vehicle (as defined herein) in Georgia (the "Georgia State
23 Class").
- 24 e. All current and former owners and lessees of a Defective
25 Vehicle (as defined herein) in Illinois (the "Illinois State
26 Class").
- 27
- 28

- 1 f. All current and former owners and lessees of a Defective
2 Vehicle (as defined herein) in Arizona (the “Arizona State
3 Class”).

4 138. Excluded from each of the Nationwide and Statewide Classes are Ford, as
5 well as Ford’s employees, affiliates, officers, and directors, including franchised dealers,
6 any individuals who experienced physical injuries as a result of the defects at issue in
7 this litigation, and the judge and court staff to whom this case is assigned. Plaintiffs
8 reserve the right to amend the definition of the class if discovery or further investigation
9 reveals that the class should be expanded or otherwise modified.

10 139. **Numerosity and impracticality of joinder.** The members of the
11 Nationwide and Statewide Classes are so numerous that joinder of all members is
12 impractical. Millions of Nationwide and Statewide Class members purchased or leased
13 Defective Vehicles. The members of the Nationwide and Statewide Classes are easily
14 and readily identifiable from information and records in Ford’s possession, custody, or
15 control.

16 140. **Commonality and predominance.** There are common questions of law
17 and fact that predominate over any questions affecting the individual members of the
18 Nationwide and Statewide Classes. Common legal and factual questions include, but are
19 not limited to:

- 20 a. whether Ford breached the duty of reasonable care it owed to
21 the Nationwide and Statewide Classes;
22 b. whether Ford’s breach of its duties directly and proximately
23 caused the Nationwide and Statewide Classes’ damages;
24 c. whether Ford omitted, misrepresented, concealed, or
25 manipulated material facts to/from Plaintiffs and the
26 Nationwide and Statewide Classes regarding the defects, the
27
28

actions taken to address the defects, and the result of those actions;

d. whether Ford had a duty to disclose the defects to Plaintiffs and the other Nationwide and Statewide Class members;

e. whether Ford engaged in fraud, fraudulent concealment, and made fraudulent representations to the public;

f. whether Plaintiffs and the other Nationwide and Statewide Class members are entitled to damages; and

g. whether Plaintiffs and the other Nationwide and Statewide Class members are entitled to equitable relief or other relief, and the nature of such relief.

141. **Typicality.** Plaintiffs' claims are typical of the claims of the other Nationwide and Statewide Class members because Plaintiffs and the other Nationwide and Statewide Class members purchased or leased Defective Vehicles that contain defective parts. Neither Plaintiffs nor the other Nationwide and Statewide Class members would have purchased the Defective Vehicles had they known of the defects in the vehicles. Those defects also pose an unreasonable risk of harm to Plaintiffs and the other Nationwide and Statewide Class members. Plaintiffs and the other Nationwide and Statewide Class members suffered damages as a direct proximate result of the same wrongful practices in which Ford engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Nationwide and Statewide Class members. Plaintiffs' claims are based upon the same legal theories as the claims of the other Nationwide and Statewide Class members.

142. **Adequacy.** Plaintiffs will fully and adequately protect the interests of the other members of the Nationwide and Statewide Classes and have retained class counsel who are experienced and qualified in prosecuting class actions, including consumer class actions and other forms of complex litigation. Neither Plaintiffs nor their counsel have

1 interests that conflict with the interests of the other Nationwide and Statewide Class
2 members.

3 143. **Declaratory and Injunctive Relief.** Ford has acted or refused to act on
4 grounds generally applicable to Plaintiffs and the other members of the Nationwide and
5 Statewide Classes, thereby making appropriate final injunctive relief and declaratory
6 relief, as described below, with respect to the Nationwide and Statewide Class members
7 as a whole.

8 144. **Superiority.** A class action is superior to all other available methods for
9 the fair and efficient adjudication of this controversy because, among other things: it is
10 economically impracticable for members of the Nationwide and Statewide Classes to
11 prosecute individual actions; prosecution as a class action will eliminate the possibility
12 of repetitious and redundant litigation; and, a class action will enable claims to be
13 handled in an orderly, and expeditious manner.

14 **CLAIMS FOR RELIEF**

15 **Claims Brought on Behalf of the Nationwide Class**

16 **FIRST CAUSE OF ACTION**

17 **Violation of the Magnuson-Moss Warranty Act**

18 **15 U.S.C. §§ 2301, *et seq.***

19 **(Brought on behalf of the Nationwide Class)**

20 145. All Plaintiffs (“Plaintiffs,” for the purposes of the Nationwide Class’s
21 claims) hereby incorporate by reference the allegations contained in Paragraphs 1
22 through 144 of this Complaint, as if fully set forth herein

23 146. Plaintiffs bring this Count on behalf of the Nationwide Class (“Class,” for
24 the purposes of this Count).

25 147. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301
26 by virtue of 28 U.S.C. § 1332 (a)-(d).

27 148. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss
28 Warranty Act, 15 U.S.C. § 2301(3).

1 149. Ford is a “supplier” and “warrantor” within the meaning of the Magnuson-
2 Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

3 150. The Defective Vehicles are “consumer products” within the meaning of the
4 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

5 151. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
6 damaged by the failure of a warrantor to comply with a written or implied warranty.

7 152. Ford’s express warranties are written warranties within the meaning of the
8 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles’ implied
9 warranties are covered under 15 U.S.C. § 2301(7).

10 153. Ford breached these warranties as described in more detail above. Without
11 limitation, the Defective Vehicles share a common design defect in that they are
12 equipped with defective EPAS systems that are prone to sudden and unexpected failure
13 during normal operation, leaving occupants of the Defective Vehicles vulnerable to
14 crashes, serious injury, and death. Ford has admitted that these Defective Vehicles are
15 prone to steering failures but has failed to address the issue as a result of purported
16 difficulty in identifying and replicating the precise issues.

17 154. Plaintiffs and each of the other Class members have had sufficient direct
18 dealings with either Ford or its agents (including Ford dealerships) to establish privity of
19 contract between Ford, on the one hand, and Plaintiffs and each of the other Class
20 members, on the other hand. Nonetheless, privity is not required here because Plaintiffs
21 and each of the other Class members are intended third-party beneficiaries of contracts
22 between Ford and its dealers, and specifically, of Ford’s implied warranties. The dealers
23 were not intended to be the ultimate consumers of the Defective Vehicles and have no
24 rights under the warranty agreements provided with the Defective Vehicles; the warranty
25 agreements were designed for and intended to benefit the consumers only. Finally,
26 privity is also not required because the Defective Vehicles are dangerous
27 instrumentalities due to the aforementioned defects and nonconformities.

1 155. Affording Ford a reasonable opportunity to cure its breach of written
2 warranties would be unnecessary and futile here. At the time of sale or lease of each
3 Defective Vehicle, Ford knew, should have known, or was reckless in not knowing of its
4 misrepresentations concerning the Defective Vehicles' inability to perform as warranted,
5 but nonetheless failed to rectify the situation and/or disclose the defective design. Ford
6 has continued to show its refusal to rectify the situation by recalling certain less
7 profitable vehicles to attempt to address defects in the EPAS system but not extending
8 the recall to the best-selling Defective Vehicles. Under the circumstances, the remedies
9 available under any informal settlement procedure would be inadequate and any
10 requirement that Plaintiffs resort to an informal dispute resolution procedure and/or
11 afford Ford a reasonable opportunity to cure its breach of warranties is excused and
12 thereby deemed satisfied.

13 156. Plaintiffs and the other Class members would suffer economic hardship if
14 they returned their Defective Vehicles but did not receive the return of all payments
15 made by them. Because Ford is refusing to acknowledge any revocation of acceptance
16 and return immediately any payments made, Plaintiffs and the other Class members have
17 not re-accepted their Defective Vehicles by retaining them.

18 157. The amount in controversy of Plaintiffs' individual claims meets or exceeds
19 the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000,
20 exclusive of interest and costs, computed on the basis of all claims to be determined in
21 this lawsuit. Plaintiffs, individually and on behalf of the other Class members, seek all
22 damages permitted by law, including diminution in value of their vehicles, in an amount
23 to be proven at trial.

SECOND CAUSE OF ACTION
Fraudulent Concealment
(Brought on behalf of the Nationwide Class)

158. All Plaintiffs ("Plaintiffs," for the purposes of the Nationwide Class's claims) hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein

159. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for purposes of this Count).

160. Ford intentionally concealed material facts from Plaintiffs, the other Class members, the public, and NHTSA. Ford has actual knowledge that, because of the way in which the EPAS system was designed and integrated into the Defective Vehicles, the power steering is prone to sudden and unexpected failure during normal operation, leaving occupants vulnerable to crashes, serious injuries, and death

161. Ford knew that the Defective Vehicles were designed and manufactured with EPAS system defects, but they concealed those material facts. Although the Defective Vehicles contain material safety defects that Ford knew of, or should have known of, at the time of distribution, Ford recklessly manufactured and distributed those vehicles to consumers in the United States. Those consumers had no knowledge of the defects.

162. Ford had a duty to disclose the facts to Plaintiffs, the other Class members, the public, and NHTSA, but failed to do so.

163. Ford knew that Plaintiffs and the other Class members had no knowledge of those facts and that neither Plaintiffs nor the other Class members had an equal opportunity to discover the facts. Ford was in a position of superiority over Plaintiffs and the other Class members. Indeed, Plaintiffs and the other Class members trusted Ford not to sell or lease them vehicles that were defective or that violated federal law governing motor vehicle safety.

1 164. By failing to disclose these material facts, Ford intended to induce Plaintiffs
2 and the other Class members to purchase or lease the Defective Vehicles.

3 165. Plaintiffs and the other Class members reasonably relied on Ford's
4 nondisclosure.

5 166. Plaintiffs and the other Class members would not have purchased or leased
6 the Defective Vehicles had they known of the EPAS system defect, or certainly would
7 not have paid as much as they did.

8 167. Ford reaped the benefit of the sales and leases of Defective Vehicles as a
9 result of its nondisclosure.

10 168. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs and
11 the other Class members have suffered or will suffer damages, including the cost of
12 repairing or replacing the EPAS system in their vehicles to fully remedy the defects such
13 that the Defective Vehicles can be operated safely, and the diminished value of their
14 Defective Vehicles, as a result of the defects and Ford's wrongful conduct related to
15 same.

16 169. Ford's conduct was knowing, intentional, with malice, demonstrated a
17 complete lack of care, and was in reckless disregard for the rights of Plaintiffs and the
18 other Class members, such that punitive damages are appropriate.

Claims Brought on Behalf of the Statewide Classes

Claims Brought on Behalf of the California State Class

THIRD CAUSE OF ACTION

**Violation of the California Unfair Competition Law,
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(Brought on behalf of the California State Class)**

170. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

171. Plaintiff Philips brings this Count on behalf of the California State Class (“Class,” for purposes of this Count).

172. California Business and Professions Code § 17200 prohibits any “unlawful, unfair, or fraudulent business act or practices.”

173. Ford has violated the unlawful and unfair prongs of § 17200 because the Defective Vehicles share a common design defect in that they are equipped with defective EPAS systems that are prone to sudden and unexpected failure during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death.

174. Ford failed to adequately disclose and remedy this issue.

175. Ford’s conduct offends established public policy, as the harm Ford caused to consumers greatly outweighs any benefits associated with those practices.

176. Plaintiff Philips and the other California State Class members have suffered an injury in fact, including the loss of money or property, as a result of Ford’s unfair, unlawful, and/or deceptive practices.

177. Ford has violated the fraudulent prong of § 17200 because Ford misrepresented the quality, safety, and reliability of the Defective Vehicles and continues to misrepresent the quality, safety, and reliability of the Defective Vehicles.

1 178. Plaintiff Philips and the other California State Class members relied on the
2 misrepresentations and/or omissions of Ford with respect to the quality, safety, and
3 reliability of the Defective Vehicles. Plaintiff Philips and the other California State
4 Class members would not have purchased or leased their Defective Vehicles and/or paid
5 as much for them but for Ford's misrepresentations and/or omissions.

6 179. All of the wrongful conduct alleged herein occurred, and continues to
7 occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or
8 generalized course of conduct that is still perpetuated and repeated in the State of
9 California.

10 180. Plaintiff Philips, individually and on behalf of the other California State
11 Class members, requests that this Court enjoin Ford from continuing their unfair,
12 unlawful, and/or deceptive practices and to restore to Plaintiffs and the other Class
13 members any money acquired by unfair competition, including restitution and/or
14 restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal.
15 Civ. Code § 334.

16 **FOURTH CAUSE OF ACTION**
17 **Violation of the California False Advertising Law**
18 **Cal. Civil Code §§ 17500, *et seq.***
19 **(Brought on behalf of the California State Class)**

20 181. Plaintiffs hereby incorporate by reference the allegations contained in
21 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

22 182. Plaintiff Philips brings this Count on behalf of the California State Class
23 ("Class," for purposes of this Count).

24 183. California Business and Professions Code § 17500 states:

25 It is unlawful for any . . . corporation . . . with intent directly or
26 indirectly to dispose of real or personal property . . . to induce
27 the public to enter into any obligation relating thereto, to make
28 or disseminate or cause to be made or disseminated . . . from
this state before the public in any state, in any newspaper or
other publication, or any advertising device, . . . or in any other
manner or means whatever, including over the Internet, any
statement . . . which is untrue or misleading, and which is

known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

184. Through advertising, marketing, and other publications, Ford caused statements to be disseminated that were untrue or misleading, and that were known, or that by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including Plaintiff Philips and the other California State Class members.

185. Ford has violated § 17500 because its misrepresentations and omissions regarding the safety and reliability of its Defective Vehicles were material and likely to deceive a reasonable consumer.

186. Plaintiff Philips and the other California State Class members have suffered an injury in fact, including the loss of money or property, as a result of Ford's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Defective Vehicles, Plaintiff Philips and each of the other California State Class members relied on the misrepresentations and/or omissions of Ford with respect to the safety and reliability of the Defective Vehicles.

187. Ford's representations turned out to be false because the Defective Vehicles share a common design defect in that they are equipped with defective EPAS systems that are prone to sudden and unexpected failure during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. Had Plaintiff Philips and the other California State Class members known this, they would not have purchased or leased their Defective Vehicles and/or paid as much for them.

188. Accordingly, Plaintiff Philips and the other California State Class members overpaid for their Defective Vehicles and did not receive the benefit of their bargain.

189. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or

1 generalized course of conduct that is still perpetuated and repeated in the State of
2 California.

3 190. Plaintiff Philips, individually and on behalf of the other California State
4 Class members, request that this Court enjoin Ford from continuing its unfair, unlawful,
5 and/or deceptive practices and to restore to Plaintiff Philips and the other California
6 State Class members any money acquired by unfair competition, including restitution
7 and/or restitutionary disgorgement, and for such other relief as is appropriate.

8 **FIFTH CAUSE OF ACTION**
9 **Violation of the Song-Beverly Consumer Warranty Act**
10 **for Breach of Express Warranty**
11 **Cal. Civ. Code §§ 1790, *et seq.***
12 **(Brought on behalf of the California State Class)**

13 191. Plaintiffs hereby incorporate by reference the allegations contained in
14 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

15 192. Plaintiff Philips brings this Count on behalf of the California State Class
16 (“Class,” for purposes of this Count).

17 193. Plaintiff Philips and the other California State Class members who
18 purchased their Defective Vehicles in California are “buyers” within the meaning of Cal.
19 Civ. Code § 1791.

20 194. The Defective Vehicles are “consumer goods” within the meaning of Cal.
21 Civ. Code § 1791(a).

22 195. Ford is a “manufacturer” of the Defective Vehicles within the meaning of
23 Cal. Civ. Code § 1791(j).

24 196. Plaintiff Philips and the other California State Class members bought/leased
25 new motor vehicles manufactured by Ford.

26 197. Ford made express warranties to Plaintiff Philips and the other California
27 State Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, in its
28 warranty, owner’s manual, and advertising, as described above.

1 198. The Defective Vehicles share a common design defect in that they are
2 equipped with defective EPAS systems that are prone to sudden and unexpected failure
3 during normal operation, leaving occupants of the Defective Vehicles vulnerable to
4 crashes, serious injury, and death.

5 199. The Defective Vehicles are covered by Ford's express warranties. The
6 defects described herein substantially impair the use, value, and safety of the Defective
7 Vehicles to reasonable consumers, including Plaintiff Philips and the other California
8 State Class members.

9 200. Ford was provided notice of these issues and defects by a letter dated June
10 25, 2014 to Ford on behalf of Plaintiff Philips and through numerous other complaints
11 filed against it, as well as internal knowledge derived from testing and internal expert
12 analysis.

13 201. Ford has had the opportunity to cure the defect in the Defective Vehicles
14 but it has chosen not to do so. Ford has had ample warning of the defect through various
15 complaints, filed both in court with the NHTSA and directly with Ford, and it has failed
16 to remedy the defect. Giving Ford a chance to cure the defect is not practicable in this
17 case and would serve only to delay this litigation, and thus is not necessary.

18 202. As a result of Ford's breach of its express warranties, Plaintiff Philips and
19 the other California State Class members received goods whose dangerous condition
20 substantially impairs their value to Plaintiff Philips and the other California State Class
21 members. Plaintiff Philips and the other Class members have been damaged as a result
22 of the diminished value of Ford's products, the products' malfunctioning, and the nonuse
23 of their Defective Vehicles.

24 203. Under California Civil Code, sections 1793.2 and 1794, Plaintiff Philips
25 and the other California State Class members are entitled to damages and other legal and
26 equitable relief including, at their election, the purchase price of their vehicles, or the
27 overpayment or diminution in value of their Class Vehicles.

1 204. Under California Civil Code, section 1794, Plaintiff Philips and the other
2 California State Class members are entitled to costs and attorneys' fees.

3 **SIXTH CAUSE OF ACTION**
4 **Violation of the Song-Beverly Consumer Warranty Act**
5 **for Breach of Implied Warranty**
6 **Cal. Civ. Code §§ 1790, *et seq.***
7 **(Brought on behalf of the California State Class)**

8 205. Plaintiffs hereby incorporate by reference the allegations contained in
9 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

10 206. Plaintiff Philips brings this Count on behalf of the California State Class
11 ("Class," for purposes of this Count).

12 207. Plaintiff Philips and the other California State Class members who
13 purchased Defective Vehicles in California are "buyers" within the meaning of Cal. Civ.
14 Code § 1791.

15 208. The Defective Vehicles are "consumer goods" within the meaning of Cal.
16 Civ. Code § 1791(a).

17 209. Ford is a "manufacturer" of the Defective Vehicles within the meaning of
18 Cal. Civ. Code § 1791(j).

19 210. Ford impliedly warranted to Plaintiff Philips and the other California State
20 Class members that the Class Vehicles were "merchantable" within the meaning of Cal.
21 Civ. Code §§ 1791.1(a) & 1792; however, the Defective Vehicles do not have the
22 quality that a buyer would reasonably expect.

23 211. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability"
24 or "implied warranty that goods are merchantable" means that the consumer goods meet
25 each of the following:

- 26 (1) Pass without objection in the trade under the contract description.
27 (2) Are fit for the ordinary purposes for which such goods are used.
28 (3) Are adequately contained, packaged, and labeled.

1 (4) Conform to the promises or affirmations of fact made on the container or
2 label.

3 212. The Defective Vehicles would not pass without objection in the automotive
4 trade because they share a common design defect in that they are equipped with
5 defective EPAS systems that are prone to sudden and unexpected failure during normal
6 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious
7 injury, and death.

8 213. Because of their defective EPAS systems, the Defective Vehicles are not
9 safe to drive and thus not fit for ordinary purposes.

10 214. The Defective Vehicles are not adequately labeled because the labeling fails
11 to disclose the defects described herein.

12 215. Ford breached the implied warranty of merchantability by manufacturing
13 and selling Defective Vehicles that are defective. Furthermore, this defect has caused
14 Plaintiff Philips and the other California State Class members to not receive the benefit
15 of their bargain and have caused the Defective Vehicles to depreciate in value.

16 216. Ford was provided notice of these issues and defects by a letter dated June
17 25, 2014 to Ford on behalf of Plaintiff Philips and through numerous other complaints
18 filed against it, as well as internal knowledge derived from testing and internal expert
19 analysis.

20 217. As a direct and proximate result of Ford's breach of the implied warranty of
21 merchantability, Plaintiff Philips and the other California State Class members received
22 goods whose dangerous condition substantially impairs their value to Plaintiff Philips
23 and the other California State Class members.

24 218. Plaintiff Philips and the other California State Class members have been
25 damaged as a result of the diminished value of Ford's products.

26 219. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff Philips and the
27 other California State Class members are entitled to damages and other legal and
28

1 equitable relief including, at their election, the purchase price of their Class Vehicles, or
2 the overpayment or diminution in value of their Defective Vehicles.

3 220. Pursuant to Cal. Civ. Code § 1794, Plaintiff Philips and the other California
4 State Class members are entitled to costs and attorneys' fees.

5 **SEVENTH CAUSE OF ACTION**
6 **Violation of the California Consumer Legal Remedies Act**
7 **Cal. Civ. Code §§ 1750, *et seq.***
8 **(Brought on behalf of the California State Class)**

9 221. Plaintiffs hereby incorporate by reference the allegations contained in
10 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

11 222. Plaintiff Philips brings this Count on behalf of the California State Class
12 ("Class," for purposes of this Count).

13 223. Plaintiff Philips and the other California State Class members were
14 deceived by Ford's failure to disclose that the Defective Vehicles share a common
15 design defect in that they are equipped with defective EPAS systems that are prone to
16 sudden and unexpected failure during normal operation, leaving occupants of the Class
17 Vehicles vulnerable to crashes, serious injury, and death.

18 224. Ford engaged in unfair or deceptive acts or practices when, in the course of
19 its business it, among other acts and practices:

- 20 a. Knowingly made false representations as to the characteristics,
21 uses and benefits of the Defective Vehicles;
- 22 b. Represented that the Defective Vehicles were of a particular
23 standard, quality, or grade, or that they were of a particular
24 style or model, when it knew or should have known that they
25 were of another; and
- 26 c. Advertised the Defective Vehicles with intent not to sell them
27 as advertised.

1 225. Ford failed to disclose material information concerning the Defective
2 Vehicles, which information was known to it at the time of advertising and selling the
3 Defective Vehicles, all of which was intended to induce consumers to purchase the
4 Defective Vehicles.

5 226. Ford intended for Plaintiff Philips and the other California State Class
6 members to rely on it to provide safe, adequately designed, and adequately manufactured
7 automobiles and to honestly and accurately reveal the problems described throughout
8 this Complaint.

9 227. Ford intentionally failed or refused to disclose the defect to consumers and,
10 instead, allowed consumers to believe the representations it had made about the Class
11 Vehicles.

12 228. Ford's conduct and deceptive omissions were intended to induce Plaintiff
13 Philips and the other California State Class members to believe that the Defective
14 Vehicles were safe, adequately designed, and adequately manufactured automobiles.

15 229. Ford's conduct constitutes unfair acts or practices as defined by the
16 California Consumer Legal Remedies Act (the "CLRA").

17 230. Plaintiff Philips and the other California State Class members have suffered
18 injury in fact and actual damages resulting from Ford's material omissions and
19 misrepresentations because they paid an inflated purchase price for the Defective
20 Vehicles. Under California Civil Code section 1782, Plaintiff Philips sent a certified
21 letter to Ford on June 26, 2014, notifying Ford that it had breached its express warranties
22 to Plaintiff and other similarly situated consumers (the "California Class") and violated
23 Section 1770 by representing that the Defective Vehicles: (1) have approval
24 characteristics, uses and benefits which they do not have; (2) are of a particular standard
25 quality, or grade when they are another; and (3) advertised Defective Vehicles with the
26 intent not to sell them as advertised.

1 231. Plaintiff Philip's June 26, 2014 letter specifically demanded that Ford,
2 "within thirty days of receiving [the] letter, correct, replace, or otherwise rectify the
3 EPAS defect for all California consumers" of the Defective Vehicles. To date, Plaintiff
4 Philips has not received a response and Ford has not taken any action to rectify the
5 defects in the Defective Vehicles. Accordingly, because Ford has failed to adequately
6 respond to Plaintiff's above-described demand within thirty days of Plaintiff's notice as
7 required by California Civil Code section 1782(b), Plaintiff Philips and the other Class
8 members request damages in an amount to be proven at trial and all other relief
9 permitted by California Civil Code section 1780.

10 232. Ford's conduct described herein is fraudulent, wanton, and malicious.

11 233. Under California Civil Code, section 1782(d), Plaintiff Philips, individually
12 and on behalf of the other California State Class members, additionally seeks a Court
13 order enjoining the above-described wrongful acts and practices of Ford.

14 234. Plaintiff will file a Declaration of Venue in accordance with California
15 Civil Code section 1780(d).

16
17 **Claims Brought on Behalf of the Ohio State Class**

18 **EIGHTH CAUSE OF ACTION**

19 **Violation of the Ohio Consumer Sales Practices Act**

20 **Ohio Rev. Code § 1345.01, *et seq.***

21 **(Brought on behalf of the Ohio State Class)**

22 235. Plaintiffs hereby incorporate by reference the allegations contained in
23 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

24 236. Plaintiff Wilkinson brings this Count on behalf of the Ohio State Class
25 ("Class," for purposes of this Count).

26 237. At all times relevant to this suit, Ford was a "supplier," as defined in the
27 Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.
28

1 238. At all times relevant to this suit, Plaintiff Wilkinson and the other Class
2 members were “consumers,” as defined in the Ohio Consumer Sales Practices Act, Ohio
3 Rev. Code § 1345.01.

4 239. At all times relevant to this suit, Plaintiff Wilkinson and the other Class
5 members purchased the Vehicles through “consumer transactions,” as defined in the
6 Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

7 240. As a result of placing a defective product into the stream of commerce,
8 Ford has breached its implied warranty in tort, which is an unfair and deceptive act, as
9 defined in Ohio Rev. Code § 1345.09(B).

10 241. Ford has committed unfair and deceptive acts in violation of Ohio’s
11 Consumer Sales Practices Act by knowingly placing into the stream of commerce the
12 defectively designed Defective Vehicles that are equipped with defective EPAS systems,
13 resulting in sudden and unexpected loss of power steering events during which the driver
14 must exert markedly increased steering effort to control the vehicle.

15 242. Moreover, Ford has committed an unfair, deceptive, and unconscionable act
16 by knowingly concealing the defect in the Defective Vehicles and failing to inform
17 Plaintiff Wilkinson and the other Class members of this defect.

18 243. Further, Ford, as reflected by the facts alleged elsewhere in this Complaint,
19 has made representations and/or public statements about the quality, safety, and
20 reliability of the Defective Vehicles, which are unfair and deceptive in violation of Ohio
21 law.

22 244. The Ohio Attorney General has made available for public inspection prior
23 state court decisions which have held that the acts and omissions of Ford as detailed in
24 this Complaint, including, but not limited to, the failure to honor both implied warranties
25 and express warranties, the making and distribution of false, deceptive, and/or
26 misleading representations, and the concealment and/or non-disclosure of a dangerous
27

1 defect, constitute deceptive sales practices in violation of Ohio's Consumer Sales
2 Practices Act. These cases include, but are not limited to, the following:

- 3 a. [REDACTED] v. *Mercedes Benz USA, LLC* (OPIF #10002382);
- 4 b. *State ex rel. Betty D. Montgomery v. Ford Motor Co.* (OPIF
5 #10002123);
- 6 c. *State ex rel. [REDACTED] v. Bridgestone/Firestone, Inc.*
7 (OPIF #10002025);
- 8 d. [REDACTED] v. *Hewlett-Packard Co.*, No. 20744, 2002 Ohio App.
9 LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- 10 e. [REDACTED] v. *MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App.
11 LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- 12 f. *State ex rel. [REDACTED] v. Craftmatic Organization, Inc.* (OPIF
13 #10002347);
- 14 g. [REDACTED], et al. v. *Joseph Airport Toyota, Inc.* (OPIF
15 #10001586);
- 16 h. *State ex rel. [REDACTED] v. Harold Lyons, et al.* (OPIF
17 #10000304);
- 18 i. [REDACTED] v. *Mazda Motor of America, Inc.*, (OPIF #10001427);
- 19 j. [REDACTED] v. *Don Lewis*, (OPIF #100001995);
- 20 k. [REDACTED] v. *Performance Mitsubishi aka Automanage*, (OPIF
21 #10001326);
- 22 l. [REDACTED] v. *Harry Williams dba Butch's Auto Sales*, (OPIF #10001524);
23 and,
- 24 m. [REDACTED] v. *Spears*, (OPIF #10000403).

25 245. Ford committed these and other unfair and deceptive acts with regard to the
26 marketing and sale of the Defective Vehicles. Ford is liable to Plaintiff Wilkinson and
27
28

1 the other Class members for compensatory damages, injunctive/equitable relief, and
2 attorneys' fees pursuant to Ohio Rev. Code § 1345.09.

3 **NINTH CAUSE OF ACTION**
4 **Breach of Express Warranty**
5 **Ohio Rev. Code § 1302.26**
6 **(Brought on behalf of the Ohio State Class)**

7 246. Plaintiffs hereby incorporate by reference the allegations contained in
8 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

9 247. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class
10 ("Class," for purposes of this Count).

11 248. In the course of selling the Defective Vehicles, Ford expressly warranted to
12 repair and adjust to correct defects in materials and workmanship of any part supplied by
13 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
14 Defective Vehicles' materials and workmanship defects.

15 249. Ford expressly warranted through statements and advertisements that the
16 Defective Vehicles were of high quality, and at a minimum, would actually work
17 properly and safely.

18 250. These warranties were made, *inter alia*, in advertisements and in uniform
19 statements provided by Ford to be made by salespeople. These affirmations and
20 promises were part of the basis of the bargain between Ford, on the one hand, and
21 Plaintiff [REDACTED] and the other Class members, on the other hand.

22 251. Ford did not provide at the time of sale, and has not provided since then,
23 vehicles conforming to these express warranties.

24 252. Furthermore, the limited warranty of repair and/or adjustments to defective
25 parts fails in its essential purpose because the contractual remedy is insufficient to make
26 the Plaintiff and the other Class members whole.

27 253. Accordingly, recovery by Plaintiff [REDACTED] and the other Class members
28 is not limited to the limited warranty of repair or adjustments to parts defective in

1 materials or workmanship, and Plaintiff [REDACTED], individually and on behalf of the
2 other Class members, seek all remedies as allowed by law.

3 254. Moreover, as alleged in more detail herein, at the time that Ford warranted
4 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
5 the warranties and were inherently defective, and Ford wrongfully and fraudulently
6 misrepresented and/or concealed material facts regarding the Defective Vehicles.

7 255. Plaintiff [REDACTED] and the other Class members were therefore induced to
8 purchase the Defective Vehicles under false and/or fraudulent pretenses.

9 256. Moreover, many of the damages flowing from the Defective Vehicles
10 cannot be resolved through the limited remedy of “replacement or adjustments,” as
11 incidental and consequential damages have already been suffered due to Ford’s conduct
12 as alleged herein, and due to their failure and/or continued failure to provide such
13 limited remedy within a reasonable time, any limitation on Plaintiff [REDACTED]s and the
14 other Class members’ remedies would be insufficient to make Plaintiff [REDACTED] and
15 the other Class members whole.

16 257. Ford was provided notice of these issues and defects through numerous
17 complaints filed against it, as well as internal knowledge derived from testing and
18 internal expert analysis.

19 258. As a direct and proximate result of Ford’s breach of express warranties,
20 Plaintiff [REDACTED] and the other Class members have been damaged in an amount to
21 be determined at trial.

22 259. Finally, due to Ford’s breach of warranties as set forth herein, Plaintiff
23 [REDACTED] and the other Class members assert as an additional and/or alternative
24 remedy, as set forth in Ohio Rev. Code § 1302.66, for a revocation of acceptance of the
25 goods, and for a return to Plaintiff and the other Class members of the purchase price of
26 all Defective Vehicles currently owned.

TENTH CAUSE OF ACTION
Breach of Implied Warranty in Tort
(Brought on behalf of the Ohio State Class)

260. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

261. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

262. Ford manufactured and sold Defective Vehicles to Plaintiff [REDACTED] and the other Class members.

263. The Defective Vehicles were defective because they are equipped with defective EPAS systems, resulting in sudden and unexpected loss of power steering events during which the driver must exert markedly increased steering effort to control the vehicle.

264. These defects existed at the time the Defective Vehicles left the hands of Ford.

265. Based upon these defects, Ford has failed to meet the expectations of a reasonable consumer. The Defective Vehicles have failed their ordinary, intended use because they are vulnerable to sudden and unexpected lack of power steering events.

266. These defects in the Defective Vehicles were the direct and proximate cause of economic damages to Plaintiff Wilkinson and the other Class members.

ELEVENTH CAUSE OF ACTION
Fraudulent Concealment
(Brought on behalf of the Ohio State Class)

267. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

268. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

1 269. Ford intentionally concealed the defect and above-described material safety
2 information, or acted with reckless disregard for the truth, and denied Plaintiff
3 [REDACTED] and the other Class members information that is highly relevant to their
4 purchasing and/or leasing decision concerning the Defective Vehicles.

5 270. Through advertisements and other forms of communication, Ford
6 represented that the Defective Vehicles had no significant defects and would perform
7 and operate properly when driven in normal usage.

8 271. Ford knew these representations were false when made.

9 272. Plaintiff [REDACTED] and the other Class members were unaware that Ford's
10 representations were false.

11 273. The Defective Vehicles purchased or leased by Plaintiff [REDACTED] and the
12 other Class members were, in fact, defective, unsafe, and unreliable, because the
13 Defective Vehicles are equipped with defective EPAS systems, resulting in sudden and
14 unexpected loss of power steering events during which the driver must exert markedly
15 increased steering effort to control the vehicle.

16 274. Plaintiff [REDACTED] and the other Class members reasonably relied upon
17 Ford to disclose the defects in the Defective Vehicles they purchased, as was their right.

18 275. The aforementioned concealment was material because if it had been
19 disclosed Plaintiff [REDACTED] and the other Class members would not have bought or
20 leased the Defective Vehicles.

21 276. The aforementioned representations, omissions, and concealment were
22 material because they were facts that would typically be relied on by a person
23 purchasing or leasing a new motor vehicle.

24 277. As a proximate result of Ford's conduct, Plaintiff Wilkinson and the other
25 Class members have been injured in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION

Fraud by Omission

(Brought on behalf of the Ohio State Class)

278. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

279. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

280. Ford was aware of the defects and above-described material safety information as early as 2010.

281. Ford, as a manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiff [REDACTED], and other Class members.

282. Ford, through its omission, failed to disclose the known safety-related defects and material safety information.

283. Plaintiff [REDACTED] reasonably relied on Ford to perform its duty to disclose the known safety-related defects and material safety information.

284. The existence of the safety-related defect and material safety information was material to the Plaintiff [REDACTED] and other Class members because, had they known of the safety-related defect and material safety information, they would not have purchased the Defective Vehicles.

285. As a direct and proximate result of Ford's omission, Plaintiff [REDACTED] and other Class members purchased Defective Vehicles with the EPAS system defect described herein that they either paid too much for or would not have purchased if the defect had been disclosed to them and therefore have incurred damages in an amount to be proven at trial.

THIRTEETH CAUSE OF ACTION

Negligence

(Brought on behalf of the Ohio State Class)

286. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

287. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

288. Ford negligently designed and manufactured the Defective Vehicles.

289. Ford owed Plaintiff and the other Class members the duty to design and manufacture the Defective Vehicles in such a way as to ensure that they would not contain defective EPAS systems.

290. Discovery will reveal additional information from Ford regarding the design and manufacturing process to support the conclusion that Ford's design and manufacture of the Defective Vehicles constitutes negligent design and/or manufacturing.

291. As a direct and proximate result of Ford's negligence, Plaintiff [REDACTED] and the other Class members have sustained damages.

FOURTEENTH CAUSE OF ACTION

Unjust Enrichment

(Brought on behalf of the Ohio State Class – pled in the alternative to the other causes of action under Ohio law)

292. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

293. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

294. Ford had knowledge of the safety defect in the Defective Vehicles, which it failed to disclose to Plaintiff [REDACTED] and the other Class members.

295. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their Defective Vehicles and the concealment of

1 the defect, Ford charged a higher price for the Defective Vehicles than the vehicles' true
2 value and Ford obtained monies that rightfully belong to Plaintiff [REDACTED] and the
3 other Class members. Ford received a measurable benefit.

4 296. Ford accepted and retained the non-gratuitous benefits conferred by
5 Plaintiff [REDACTED] and the other Class members, who without knowledge of the safety
6 defect paid a higher price for Defective Vehicles that actually had lower values.
7 Plaintiff [REDACTED] and the other Class members did not confer these benefits officiously
8 or gratuitously, and it would be inequitable and unjust for Ford to retain these
9 wrongfully obtained profits.

10 297. Plaintiff [REDACTED] and the other Class members are therefore entitled to
11 restitution in an amount to be determined at trial.

12
13 **Claims Brought on Behalf of the Michigan State Class**

14
15 **FIFTEENTH CAUSE OF ACTION**
16 **Violation of the Michigan Consumer Protection Act**
17 **Mich. Comp. Laws § 445.901, *et seq.***
18 **(Brought on behalf of the Michigan State Class)**

19 298. Plaintiffs hereby incorporate by reference the allegations contained in the
20 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

21 299. Plaintiff [REDACTED] brings this Count on behalf of the Michigan State Class
22 ("Class," for purposes of this Count).

23 300. At all times relevant to this suit, Ford was conducting trade or commerce, as
24 defined under Mich. Comp. Law § 445.902(1)(g), which is also known as the Michigan
25 Consumer Protection Act ("Michigan CPA").

26 301. A party to a transaction covered under the Michigan CPA must provide the
27 other party the promised benefits of the transaction.

28 302. Michigan courts, and federal courts applying Michigan law, have held that
implied warranties contain a "promised benefit" that the product is fit for its intended

1 and foreseeable use.

2 303. The defective nature of the Defective Vehicles failed to provide Plaintiff
3 [REDACTED], and the Michigan State Class members the promised benefits of the implied
4 warranties.

5 304. Ford has committed unfair and deceptive acts by knowingly placing into the
6 stream of commerce the Defective Vehicles which share a common design defect in that
7 they are equipped with defective EPAS systems that are prone to sudden and unexpected
8 failure, requiring the driver to exert markedly increased steering effort to control the
9 vehicle and increasing the likelihood of crashes, injury, and death.

10 305. Ford has committed these and other unfair and deceptive acts with regard to
11 the marketing and sale of the Defective Vehicles. For instance, Ford has made
12 representations about the quality, safety, and reliability of the Defective Vehicles, which
13 are unfair and deceptive in violation of the Michigan CPA.

14 306. Ford knew that the Defective Vehicles are defective in that they are
15 equipped with defective EPAS systems that are prone to sudden failure during normal
16 operation, greatly increasing the force required to safely steer and control the Defective
17 Vehicles and leaving occupants of the Defective Vehicles vulnerable to crashes, injury,
18 and death.

19 307. Ford concealed and/or failed to warn Plaintiff [REDACTED] and the Michigan
20 State Class members that the Defective Vehicles are defective.

21 308. Such concealment and/or failure to warn constitutes an unfair,
22 unconscionable, or deceptive act or practice as defined in the Michigan CPA.

23 309. Based upon these allegations, Ford violated Mich. Comp. Law §
24 445.903(d), (p), and (s), as well as other section of Mich. Comp. Law § 445.903 to be
25 developed during the course of discovery.

26 310. The unfair, unconscionable, and deceptive acts committed by Ford caused
27 damages to Plaintiff [REDACTED] and the other Class members.

1 311. Ford is liable to Plaintiff [REDACTED] and the Class members under the Michigan
2 CPA for damages for breaching its implied warranties and for the aforementioned unfair,
3 unconscionable, and deceptive acts.

4 312. Plaintiff [REDACTED] and the Michigan State Class members are entitled to
5 compensatory damages, injunctive/equitable relief, and attorneys' fees under the
6 Michigan CPA.

7 313. The allegations made by Plaintiff [REDACTED], individually and on behalf of the
8 other Class members, meet the requirements of Mich. Comp. Law § 445.911(11)(3),
9 because the acts and/or practices of Ford violate Mich. Comp. Law § 445.903, have been
10 declared unlawful by an appellate court of the state which is either officially reported or
11 made available for public dissemination in accordance with the Michigan CPA, and/or
12 have been declared by a circuit court and/or the United States Supreme Court to
13 constitute unfair or deceptive acts under the specified standards set forth by the Federal
14 Trade Commission.

15 **SIXTEENTH CAUSE OF ACTION**
16 **Breach of Express Warranty**
(Brought on behalf of the Michigan State Class)

17 314. Plaintiffs hereby incorporate by reference the allegations contained in the
18 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

19 315. Plaintiff [REDACTED] brings this Count on behalf of the Michigan State Class
20 ("Class," for purposes of this Count).

21 316. Ford is and was at all relevant times a seller with respect to motor vehicles.

22 317. In the course of selling the Defective Vehicles, Ford expressly warranted to
23 repair and adjust to correct defects in materials and workmanship of any part supplied by
24 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
25 Defective Vehicles' materials and workmanship defects.
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27
28

1 318. Ford expressly warranted through statements and advertisements that the
2 Defective Vehicles were of high quality, and at a minimum, would actually work
3 properly and safely.

4 319. These warranties were made, inter alia, in advertisements and in uniform
5 statements provided by Ford to be made by salespeople. These affirmations and
6 promises were part of the basis of the bargain between Ford, on the one hand, and
7 Plaintiff [REDACTED] and the other Class members, on the other hand.

8 320. Ford did not provide at the time of sale, and has not provided since then,
9 Defective Vehicles conforming to these express warranties.

10 321. Furthermore, the limited warranty of repair and/or adjustments to defective
11 parts fails in its essential purpose because the contractual remedy is insufficient to make
12 the Plaintiff [REDACTED] and the other Class members whole.

13 322. Accordingly, recovery by Plaintiff [REDACTED] and the other Class members is
14 not limited to the limited warranty of repair or adjustments to parts defective in materials
15 or workmanship, and Plaintiff, individually and on behalf of the other Class members,
16 seek all remedies as allowed by law.

17 323. Moreover, as alleged in more detail herein, at the time that Ford warranted
18 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
19 the warranties and were inherently defective, and Ford wrongfully and fraudulently
20 misrepresented and/or concealed material facts regarding the Defective Vehicles.

21 324. Plaintiff and the other Class members were therefore induced to purchase
22 the Defective Vehicles under false and/or fraudulent pretenses.

23 325. Moreover, many of the damages flowing from the Defective Vehicles
24 cannot be resolved through the limited remedy of "replacement or adjustments," as those
25 incidental and consequential damages have already been suffered due to Ford's conduct
26 as alleged herein, and due to their failure and/or continued failure to provide such
27 limited remedy within a reasonable time, and any limitation on the remedies of Plaintiff
28

1 [REDACTED] and those of the other Class members would be insufficient to make Plaintiff
2 [REDACTED] and the other Class members whole.

3 326. Ford was provided notice of these issues and defects through numerous
4 complaints filed against it, as well as internal knowledge derived from testing and
5 internal expert analysis.

6 327. As a direct and proximate result of Ford's breach of express warranties,
7 Plaintiff [REDACTED] and the other Class members have been damaged in an amount to be
8 determined at trial.

9 **SEVENTEENTH CAUSE OF ACTION**

10 **Breach of Implied Warranty of Merchantability**

11 **Mich. Comp. Laws § 400.2-314**

12 **(Brought on Behalf of the Michigan State Class)**

13 328. Plaintiffs hereby incorporate by reference the allegations contained in the
14 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

15 329. Plaintiff [REDACTED] brings this Count on behalf of the Michigan State Class
16 ("Class," for purposes of this Count).

17 330. Ford is and was at all relevant times a merchant with respect to motor
18 vehicles.

19 331. A warranty that the Defective Vehicles were in merchantable condition is
20 implied by law in the instant transactions, pursuant to MCL 400.2-314.

21 332. These Defective Vehicles, when sold and at all times thereafter, were not in
22 merchantable condition and are not fit for the ordinary purpose for which cars are used.
23 Specifically, the Defective Vehicles are inherently defective in that the Defective
24 Vehicles are equipped with an EPAS system that is prone to sudden and unexpected
25 failure, resulting in a marked increase in the force required to steer the Defective
26 Vehicles.

27 333. Ford has admitted that its EPAS system is defective and prone to failure and
28 that the defect has numerous causes. In addition, and most significantly, regardless of

1 the cause of these admittedly foreseeable events, the Defective Vehicles share a common
2 design defect in that they are equipped with defective EPAS system which is prone to
3 sudden and unexpected failure, resulting in a marked increase in the force needed to
4 steer the vehicle, and making it more likely that drivers lose control of the vehicle, crash,
5 and experience injury or death.

6 334. Ford was provided notice of these issues and defects through numerous
7 complaints filed against it, as well as internal knowledge derived from testing and
8 internal expert analysis.

9 335. Plaintiff [REDACTED] and the other Class members have had sufficient dealings
10 with either Ford or its agents (dealerships) to establish privity of contract between Ford,
11 on the one hand, and Plaintiff [REDACTED] and the other Class members, on the other hand.
12 Notwithstanding this, privity is not required in this case because Plaintiff and the other
13 Class members are intended third-party beneficiaries of contracts between Ford and its
14 dealers; specifically, they are the intended beneficiaries of Ford's implied warranties.
15 The dealers were not intended to be the ultimate consumers of the Defective Vehicles
16 and have no rights under the warranty agreements provided with the Defective Vehicles;
17 the warranty agreements were designed for and intended to benefit the ultimate
18 consumers only. Finally, privity is also not required because Plaintiff Morris's and the
19 other Class members' vehicles are dangerous instrumentalities due to the
20 aforementioned defects and nonconformities.

21 336. As a direct and proximate result of Ford's breach of the warranties of
22 merchantability, Plaintiff [REDACTED] and the other Class members have been damaged in an
23 amount to be proven at trial.

24 **EIGHTEENTH CAUSE OF ACTION**

25 **Fraudulent Concealment**

26 **(Brought on Behalf of the Michigan State Class)**

27 337. Plaintiffs hereby incorporate by reference the allegations contained in the
28 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

3 339. Ford intentionally concealed the defect and above-described material safety
4 information, or acted with reckless disregard for the truth, and denied Plaintiff [REDACTED]
5 and the other Class members information that is highly relevant to their purchasing
6 and/or leasing decision concerning the Defective Vehicles.

7 340. Through advertisements and other forms of communication, Ford
8 represented that the Defective Vehicles had no significant defects and would perform
9 and operate properly when driven in normal usage.

10 341. Ford knew these representations were false when made.

11 342. Plaintiff [REDACTED] and the other Class members were unaware that Ford's
12 representations were false.

343. The Defective Vehicles purchased or leased by Plaintiff [REDACTED] and the other Class members were, in fact, defective, unsafe, and unreliable, because the Defective Vehicles are equipped with defective EPAS systems which are prone to sudden and unexpected failure, resulting in a marked increase in the amount of force required to steel the vehicles and making it more likely that drivers would lose control of their vehicles, crash, and suffer serious injury or death.

344. Plaintiff and the other Class members reasonably relied upon Ford to disclose the defects in the Defective Vehicles they purchased, as was their right.

21 345. The aforementioned concealment was material because if it had been
22 disclosed Plaintiff and the other Class members would not have bought or leased the
23 Defective Vehicles.

346. The aforementioned representations, omissions, and concealment were material because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle.

1 347. As a proximate result of Ford's conduct, Plaintiff [REDACTED] and the other
2 Class members have been injured in an amount to be proven at trial.

3 **NINETEENTH CAUSE OF ACTION**

4 **Fraudulent by Omission**
5 **(Brought on Behalf of the Michigan State Class)**

6 348. Plaintiffs hereby incorporate by reference the allegations contained in the
7 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

8 349. Plaintiff [REDACTED] brings this Count on behalf of the Michigan State Class
9 ("Class," for purposes of this Count).

10 350. Ford was aware of the defects and above-described material safety
11 information as early as 2010.

12 351. Ford, as manufacturer of consumer products and motor vehicles, has a duty
13 to disclose such known defects and material safety information to federal authorities,
14 Plaintiff [REDACTED], and other Class members.

15 352. Ford, through its omission, failed to disclose the known safety-related
16 defects and material safety information.

17 353. Plaintiff [REDACTED] reasonably relied on Ford to perform its duty to disclose the
18 known safety-related defects and material safety information.

19 354. The existence of the safety-related defect and material safety information
20 was material to the Plaintiff [REDACTED] and other Class members because, had they known
21 of the safety-related defect and material safety information, they would not have
22 purchased the Defective Vehicles.

23 355. As a direct and proximate result of Ford's omission, Plaintiff and [REDACTED]
24 other Class members purchased Defective Vehicles with the EPAS system defect
25 described herein that they either paid too much for or would not have purchased if the
26 defect had been disclosed to them and therefore have incurred damages in an amount to
27 be proven at trial.

TWENTIETH CAUSE OF ACTION

Negligence

(Brought on Behalf of the Michigan State Class)

356. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

357. Plaintiff [REDACTED] brings this Count on behalf of the Michigan State Class ("Class," for purposes of this Count).

358. Plaintiff [REDACTED] and the other Class members are the owners of Defective Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed in the stream of commerce by Ford.

359. Ford had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiff and the other Class members. Ford breached its duty to Plaintiff [REDACTED] and the other Class members because it was negligent in the design, development, manufacture, and testing of the Defective Vehicles.

360. Ford was negligent in its design, development, manufacture, and testing of the Defective Vehicles because it knew, or in the exercise of reasonable care should have known, that the EPAS system was prone to sudden and unexpected failure, making it markedly more difficult to steer the Defective Vehicles and more likely that drivers would lose control, crash, and suffer serious injury or death.

361. Ford negligently failed to adequately warn and instruct Plaintiff [REDACTED] and the other Class members of the defective nature of the Defective Vehicles and of the high degree of risk attendant to using them.

362. Ford further breached its duties to Plaintiff [REDACTED] and the other Class members by supplying Defective Vehicles directly and/or through a third person to be used by such foreseeable persons such as Plaintiff and the other Class members when: Ford knew or had reason to know, that the Defective Vehicles were dangerous or were likely to be dangerous for the use for which they were supplied; and Ford failed to

1 exercise reasonable care to inform customers of the dangerous condition, or of the facts
2 under which the Defective Vehicles are likely to be dangerous.

3 363. As a result of Ford's negligence, Plaintiff [REDACTED] and the other Class
4 members suffered damages.

5 **TWENTY-FIRST CAUSE OF ACTION**

6 **Negligent Misrepresentation**
7 **(Brought on Behalf of the Michigan State Class)**

8 364. Plaintiffs hereby incorporate by reference the allegations contained in the
9 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

10 365. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
11 members of the Michigan State Class (the "Class," for purposes of this Count).

12 366. Ford was aware of the defects and above-described material safety
13 information as early as 2010.

14 367. Ford, as manufacturer of consumer products and motor vehicles, has a duty
15 to disclose such known defects and material safety information to federal authorities,
16 Plaintiff [REDACTED] and the other Class members.

17 368. Notwithstanding this duty, and in violation thereof, Ford negligently failed
18 to disclose to and warn Plaintiff [REDACTED] and the other Class members, and concealed and
19 misrepresented the truth, about the significant defects which posed a clear, substantial
20 and unreasonable risk of incidents, accidents, injuries and death.

21 369. Because Plaintiff [REDACTED] and the other Class members did not have an equal
22 opportunity to discovery such truth about the Defective Vehicles, Plaintiff [REDACTED] and
23 the other Class members purchased the Defective Vehicles in the reasonable, but,
24 unbeknownst to them, false belief they were fit for use, merchantable, and reasonably
25 safe for their intended purposes.

26 370. The existence of the defects and material safety information was material to
27 the Plaintiff [REDACTED] and other Class members because, had they known of the defects
28 and material safety information, they would not have purchased the Defective Vehicles.

1 371. As a direct and proximate result of Ford's negligent failure to disclose and
2 warn and its concealment and misrepresentation of such facts, Plaintiff [REDACTED] and the
3 other Class members purchased Defective Vehicles with the EPAS system defect
4 described herein that they either paid too much for or would not have purchased if the
5 defect had been disclosed to them and therefore have incurred damages in an amount to
6 be proven at trial.

7 **TWENTY-SECOND CAUSE OF ACTION**

8 **Strict Product Liability**

9 **(Brought on Behalf of the Michigan State Class)**

10 372. Plaintiffs hereby incorporate by reference the allegations contained in the
11 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

12 373. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
13 members of the Michigan State Class ("Class," for purposes of this Count).

14 374. Ford was at all relevant times engaged in the business of designing,
15 manufacturing, assembling, distributing, and otherwise placing in the stream of
16 commerce the Defective Vehicles to be used by members of the general public,
17 including Plaintiff [REDACTED] and the other members of the Class.

18 375. Ford intended that the Defective Vehicles be used by Plaintiff [REDACTED] and
19 the other members of the Class as safe and reliable means of transportation.

20 376. At all times herein, Ford knew that the Defective Vehicles would be
21 purchased by members of the public, including Plaintiff and the other members of the
22 Class, without inspection for defects.

23 377. At all relevant times herein, Ford knew that the Defective Vehicles were not
24 fit for their intended use because they are equipped with defective EPAS systems which
25 are prone to sudden and unexpected failure, resulting in a marked increase in the amount
26 of force needed to steer the Defective Vehicles and making it more likely that drivers
27 will lose control, crash, and experience injury or death.

1 378. Ford designed, manufactured, assembled, distributed, and sold the
2 Defective Vehicles in this defective condition making them unreasonably dangerous to
3 users and consumers or to their property.

4 379. The Defective Vehicles were equipped with the defective EPAS system that
5 is prone to sudden and unexpected failure, resulting in a marked increase in the amount
6 of forced required to Steer the Defective Vehicles, at the time they were sold by Ford
7 and were intended to and did reach Plaintiff [REDACTED] and the other members of the Class
8 in substantially the same condition as they were when they were manufactured, sold, and
9 left the control of Ford.

10 380. Knowing the Defective Vehicles contained the defect described herein and
11 were therefore dangerous and not safe for their intended use, Ford, in willful and
12 conscious disregard for the safety of the public, including Plaintiff [REDACTED] and the other
13 members of the Class, placed them on the market and omitted the information
14 concerning the defect from customers or the unknowing public, including Plaintiff and
15 the other members of the Class.

16 381. As a direct and proximate result of the defective and unreasonably
17 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiff and the other
18 members of the Class have suffered damages.

19 **TWENTY-THIRD CAUSE OF ACTION**

20 **Unjust Enrichment**

21 **(Brought on Behalf of the Michigan State Class – Pled in the Alternative to the
22 Other Causes of Action Under Michigan Law)**

23 382. Plaintiffs hereby incorporate by reference the allegations contained in the
24 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

25 383. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
26 members of the Michigan State Class (“Class,” for purposes of this Count).

27 384. Plaintiff [REDACTED] and the other Class members paid Ford the value of
28 vehicles that are non-defective, and in exchange, Ford provided Plaintiff and the other

1 Class members with the Defective Vehicles that are, in fact, defective by virtue of their
2 defective EPAS systems.

3 385. As such, Plaintiff [REDACTED] and the other Class members conferred a windfall
4 upon Ford, which would be unjust for Ford to retain.

5 386. As a direct and proximate result of Ford's unjust enrichment, Plaintiff
6 Morris and the other Class members have incurred damages.

7 387. Plaintiff [REDACTED] individually and on behalf of the other Class members,
8 seeks full disgorgement and restitution of Ford's enrichment, benefit, and ill-gotten
9 gains acquired as a result of the unlawful and/or wrongful conduct described herein.

10
11 **Claims Brought on Behalf of the Georgia State Class**

12 **TWENTY-FOURTH CAUSE OF ACTION**

13 **Breach of Express Warranty**

14 **Ga. Code Ann. § 11-2-313**

15 **(Brought on Behalf of the Georgia State Class)**

16 388. Plaintiffs hereby incorporate by reference the allegations contained in the
17 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

18 389. Plaintiff Jackson brings this Count on behalf of the Georgia State Class
19 ("Class," for purposes of this Count).

20 390. Ford is and was at all relevant times a seller with respect to motor vehicles.

21 391. In the course of selling the Defective Vehicles, Ford expressly warranted to
22 repair and adjust to correct defects in materials and workmanship of any part supplied by
23 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
24 Defective Vehicles' materials and workmanship defects.

25 392. Ford expressly warranted through statements and advertisements that the
26 Defective Vehicles were of high quality, and at a minimum, would actually work
27 properly and safely.

1 393. These warranties were made, inter alia, in advertisements and in uniform
2 statements provided by Ford to be made by salespeople. These affirmations and
3 promises were part of the basis of the bargain between Ford, on the one hand, and
4 Plaintiff [REDACTED] and the other Class members, on the other hand.

5 394. Ford did not provide at the time of sale, and has not provided since then,
6 Defective Vehicles conforming to these express warranties.

7 395. Furthermore, the limited warranty of repair and/or adjustments to defective
8 parts fails in its essential purpose because the contractual remedy is insufficient to make
9 the Plaintiff [REDACTED] and the other Class members whole.

10 396. Accordingly, recovery by Plaintiff [REDACTED] and the other Class members is
11 not limited to the limited warranty of repair or adjustments to parts defective in materials
12 or workmanship, and Plaintiff [REDACTED], individually and on behalf of the other Class
13 members, seek all remedies as allowed by law.

14 397. Moreover, as alleged in more detail herein, at the time that Ford warranted
15 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
16 the warranties and were inherently defective, and Ford wrongfully and fraudulently
17 misrepresented and/or concealed material facts regarding the Defective Vehicles.

18 398. Plaintiff [REDACTED] and the other Class members were therefore induced to
19 purchase the Defective Vehicles under false and/or fraudulent pretenses.

20 399. Moreover, many of the damages flowing from the Defective Vehicles
21 cannot be resolved through the limited remedy of "replacement or adjustments," as those
22 incidental and consequential damages have already been suffered due to Ford's conduct
23 as alleged herein, and due to their failure and/or continued failure to provide such
24 limited remedy within a reasonable time, and any limitation on Plaintiff [REDACTED] and
25 the other Class Members' remedies would be insufficient to make Plaintiff [REDACTED] and
26 the other Class Members whole.

1 400. Ford was provided notice of these issues and defects through numerous
2 complaints filed against it, as well as internal knowledge derived from testing and
3 internal expert analysis.

4 401. As a direct and proximate result of Ford's breach of express warranties,
5 Plaintiff [REDACTED] and the other Class Members have been damaged in an amount to be
6 determined at trial.

7 **TWENTY-FIFTH CAUSE OF ACTION**
8 **Breach of Implied Warranty of Merchantability**
 Ga. Code Ann. § 11-2-314
9 **(Brought on Behalf of the Georgia State Class)**

10 402. Plaintiffs hereby incorporate by reference the allegations contained in the
11 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

12 403. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
13 ("Class," for purposes of this Count).

14 404. Ford is and was at all relevant times a merchant with respect to motor
15 vehicles.

16 405. A warranty that the Defective Vehicles were in merchantable condition was
17 implied by law pursuant to Ga. Code Ann. § 11-2-314.

18 406. The Defective Vehicles, when sold and at all times thereafter, were not in
19 merchantable condition and are not fit for the ordinary purpose for which cars are used.
20 Specifically, the Defective Vehicles are equipped with defective EPAS systems which
21 are prone to sudden and unexpected failure, resulting in a marked increase in the amount
22 of force required to steer the Defective Vehicles and making it more likely for drivers to
23 lose control of their vehicles, crash and suffer serious injury or death.

24 407. Ford has admitted that the EPAS System is defective and prone to sudden
25 and unexpected failure and identified numerous causes underlying this defect. In
26 addition, and most significantly, regardless of the cause of these admittedly foreseeable
27 events, the Defective Vehicles share a common design defect in that they are equipped
28

1 with defective EPAS systems which are prone to sudden and unexpected failure,
2 resulting in a marked increase in the amount of force required to steer the Defective
3 Vehicles and making it more likely for drivers to lose control of their vehicles, crash and
4 suffer serious injury or death.

5 408. Ford was provided notice of these issues and defects through numerous
6 complaints filed against it, as well as internal knowledge derived from testing and
7 internal expert analysis.

8 409. Plaintiff [REDACTED] and the other Class Members have had sufficient dealings
9 with either Ford or its agents (dealerships) to establish privity of contract between Ford,
10 on the one hand, and Plaintiff [REDACTED] and the other Class members, on the other hand.
11 Notwithstanding this, privity is not required in this case because Plaintiff [REDACTED] and
12 the other Class members are intended third-party beneficiaries of contracts between Ford
13 and its dealers; specifically, they are the intended beneficiaries of Ford's implied
14 warranties. The dealers were not intended to be the ultimate consumers of the Defective
15 Vehicles and have no rights under the warranty agreements provided with the Defective
16 Vehicles; the warranty agreements were designed for and intended to benefit the
17 ultimate consumers only. Finally, privity is also not required because Plaintiff [REDACTED]
18 and the other Class members' Defective Vehicles are dangerous instrumentalities due to
19 the aforementioned defects and nonconformities.

20 410. As a direct and proximate result of Ford's breach of the implied warranty of
21 merchantability, Plaintiff [REDACTED] and the other Class members have been damaged in an
22 amount to be proven at trial.

23 **TWENTY-SIXTH CAUSE OF ACTION**

24 **Violation of Georgia's Uniform Deceptive Trade Practices Act**
25 **Ga. Code Ann. § 0-1-370, *et seq.***
(Brought on Behalf of the Georgia State Class)

26 411. Plaintiffs hereby incorporate by reference the allegations contained in the
27 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

1 412. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
2 ("Class," for purposes of this Count).

3 413. The conduct of Ford as set forth herein constitutes unfair or deceptive acts
4 or practices, including, but not limited to, Ford's manufacture and sale of Defective
5 Vehicles that are equipped with defective EPAS systems which are prone to sudden and
6 unexpected failure, resulting in a marked increase in the amount of force required to
7 steer the Defective Vehicles and making it more likely for drivers to lose control of their
8 vehicles, crash and suffer serious injury or death.

9 414. Ford's actions as set forth above occurred in the conduct of trade or
10 commerce.

11 415. Ford's actions impact the public interest because Plaintiff [REDACTED] and the
12 other Class members were injured in exactly the same way as millions of others
13 purchasing and/or leasing Defective Vehicles as a result of Ford's generalized course of
14 deception.

15 416. All of the wrongful conduct alleged herein occurred, and continues to
16 occur, in the conduct of Ford's business.

17 417. Plaintiff [REDACTED] and the other Class members were injured as a result of
18 Ford's conduct.

19 418. Plaintiff [REDACTED] and the other Class members overpaid for their Defective
20 Vehicles and did not receive the benefit of their bargain, and their Defective Vehicles
21 have suffered a diminution in value.

22 419. Ford's conduct proximately caused the injuries to Plaintiff [REDACTED] and the
23 other Class members.

24 420. Plaintiff [REDACTED] and the other Class Members are likely to be damaged as a
25 result of the foregoing wrongful conduct of Ford. Ga. Code Ann. § 10-1-373 permits the
26 Court to enter injunctive relief to require Ford to stop the unfair and deceptive conduct
27

1 alleged herein and to assess costs and attorneys' fees against Ford for its willful
2 deceptive trade practices.

3 **TWENTY-SEVENTH CAUSE OF ACTION**

4 **Fraudulent Concealment**
5 **(Brought on Behalf of the Georgia State Class)**

6 421. Plaintiffs hereby incorporate by reference the allegations contained in the
7 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

8 422. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
9 ("Class," for purposes of this Count).

10 423. Ford intentionally concealed the defect and above-described material safety
11 information, or acted with reckless disregard for the truth, and denied Plaintiff [REDACTED]
12 and the other Class Members information that is highly relevant to their purchasing
13 and/or leasing decision concerning the Defective Vehicles.

14 424. Through advertisements and other forms of communication, Ford
15 represented that the Defective Vehicles had no significant defects and would perform
16 and operate properly when driven in normal usage.

17 425. Ford knew these representations were false when made.

18 426. Plaintiff [REDACTED] and the other Class members were unaware that Ford's
19 representations were false.

20 427. The Defective Vehicles purchased or leased by Plaintiff [REDACTED] and the
21 other Class members were, in fact, defective, unsafe, and unreliable, because the
22 Defective Vehicles are equipped with defective EPAS systems which are prone to
23 sudden and unexpected failure, resulting in a marked increase in the amount of force
24 required to steer the Defective Vehicles and making it more likely for drivers to lose
25 control of their vehicles, crash and suffer serious injury or death.

26 428. Plaintiff [REDACTED] and the other Class members reasonably relied upon Ford
27 to disclose the defects in the Defective Vehicles they purchased, as was their right.
28

1 429. The aforementioned concealment was material because if it had been
2 disclosed Plaintiff [REDACTED] and the other Class members would not have bought or
3 leased the Defective Vehicles.

4 430. The aforementioned representations, omissions, and concealment were
5 material because they were facts that would typically be relied on by a person
6 purchasing or leasing a new motor vehicle.

7 431. As a proximate result of Ford's conduct, Plaintiff [REDACTED] and the other
8 Class members have been injured in an amount to be proven at trial.

9 **TWENTY-EIGHTH CAUSE OF ACTION**

10 **Fraud by Omission**

11 **(Brought on Behalf of the Georgia State Class)**

12 432. Plaintiffs hereby incorporate by reference the allegations contained in the
13 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

14 433. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
15 ("Class," for purposes of this Count).

16 434. Ford was aware of the defects and above-described material safety
17 information as early as 2010.

18 435. Ford, as manufacturer of consumer products and motor vehicles, has a duty
19 to disclose such known defects and material safety information to federal authorities,
20 Plaintiff [REDACTED], and the other Class members.

21 436. Ford, through its omission, failed to disclose the known safety-related
22 defects and material safety information.

23 437. Plaintiff [REDACTED] reasonably relied on Ford to perform its duty to disclose
24 the known safety-related defects and material safety information.

25 438. The existence of the safety-related defect and material safety information
26 was material to the Plaintiff [REDACTED] and other Class members because, had they known
27 of the safety-related defect and material safety information, they would not have
28 purchased the Defective Vehicles.

1 439. As a direct and proximate result of Ford's omission, Plaintiff [REDACTED] and
2 other Class members purchased Defective Vehicles with the EPAS system defect
3 described herein that they either paid too much for or would not have purchased if the
4 defect had been disclosed to them and therefore have incurred damages in an amount to
5 be proven at trial.

6 **TWENTY-NINTH CAUSE OF ACTION**

7 **Negligence**

8 **(Brought on Behalf of the Georgia State Class)**

9 440. Plaintiffs hereby incorporate by reference the allegations contained in the
10 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

11 441. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
12 ("Class," for purposes of this Count).

13 442. Plaintiff [REDACTED] and the other Class members are the owners of Defective
14 Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed
15 in the stream of commerce by Ford.

16 443. Ford had a duty to manufacture a product which would be safe for its
17 intended and foreseeable uses and users, including the use to which it was put by
18 Plaintiff and the other Class members. Ford breached its duty to Plaintiff [REDACTED] and
19 the other Class members because it was negligent in the design, development,
20 manufacture, and testing of the Defective Vehicles.

21 444. Ford was negligent in its design, development, manufacture, and testing of
22 the Defective Vehicles because it knew, or in the exercise of reasonable care should have
23 known, that the EPAS system was prone to sudden and unexpected failure, resulting in
24 marked decrease in the force required to steer the Defective Vehicles, and making it
25 more likely for drivers of the Defective Vehicles to lose control of their vehicles, crash,
26 and suffer serious injury or death.

1 445. Ford negligently failed to adequately warn and instruct Plaintiff [REDACTED]
2 and the other Class members of the defective nature of the Defective Vehicles and of the
3 high degree of risk attendant to using them.

4 446. Ford further breached its duties to Plaintiff [REDACTED] and the other Class
5 members by supplying Defective Vehicles directly and/or through a third person to be
6 used by such foreseeable persons such as Plaintiff and the other Class members when:

- 7 a. Ford knew or had reason to know, that the Defective Vehicles were
8 dangerous or were likely to be dangerous for the use for which they
9 were supplied; and
10 b. Ford failed to exercise reasonable care to inform customers of the
11 dangerous condition, or of the facts under which the Defective
12 Vehicles are likely to be dangerous.

11 447. As a result of Ford's negligence, Plaintiff and the other Class members
12 suffered damages.

13 **THIRTIETH CAUSE OF ACTION**

14 **Negligent Misrepresentation**
15 **(Brought on Behalf of the Georgia State Class)**

16 448. Plaintiffs hereby incorporate by reference the allegations contained in the
17 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

18 449. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
19 ("Class," for purposes of this Count).

20 450. Ford was aware of the defects and above-described material safety
21 information as early as 2010.

22 451. Ford, as manufacturer of consumer products and motor vehicles, has a duty
23 to disclose such known defects and material safety information to federal authorities,
24 Plaintiff [REDACTED], and other Class members.

25 452. Notwithstanding this duty, and in violation thereof, Ford negligently failed
26 to disclose to and warn Plaintiff [REDACTED] and the other Class members, and concealed
27 and misrepresented the truth, about the significant defects which posed a clear,
28 substantial and unreasonable risk of incidents, accidents, injuries and death.

1 453. Because Plaintiff [REDACTED] and the other Class members did not have an
2 equal opportunity to discovery such truth about the Defective Vehicles, Plaintiff and the
3 other Class members purchased the Defective Vehicles in the reasonable, but,
4 unbeknownst to them, false belief they were fit for use, merchantable, and reasonably
5 safe for their intended purposes.

6 454. The existence of the defects and material safety information was material to
7 the Plaintiff [REDACTED] and other Class members because, had they known of the defects
8 and material safety information, they would not have purchased the Defective Vehicles.

9 455. As a direct and proximate result of Ford's negligent failure to disclose and
10 warn and its concealment and misrepresentation of such facts, Plaintiff [REDACTED] and
11 other Class members purchased Defective Vehicles with the EPAS system defect
12 described herein that they either paid too much for or would not have purchased if the
13 defect had been disclosed to them and therefore have incurred damages in an amount to
14 be proven at trial.

15 **THIRTY-FIRST CAUSE OF ACTION**

16 **Strict Product Liability**
17 **(Brought on Behalf of the Georgia State Class)**

18 456. Plaintiffs hereby incorporate by reference the allegations contained in the
19 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

20 457. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class
21 ("Class," for purposes of this Count).

22 458. Ford was at all relevant times engaged in the business of designing,
23 manufacturing, assembling, distributing, and otherwise placing in the stream of
24 commerce the Defective Vehicles to be used by members of the general public,
25 including Plaintiff [REDACTED] and the other members of the Class.

26 459. Ford intended that the Defective Vehicles be used by Plaintiff [REDACTED] and
27 the other members of the Class as safe and reliable means of transportation.
28

1 460. At all times herein, Ford knew that the Defective Vehicles would be
2 purchased by members of the public, including Plaintiff [REDACTED] and the other members
3 of the Class, without inspection for defects.

4 461. At all relevant times herein, Ford knew that the Defective Vehicles were not
5 fit for their intended use because they are equipped with defective EPAS systems which
6 are prone to sudden and unexpected failure, resulting in a marked increase in the amount
7 of force required to steer the Defective Vehicles, and making drivers more susceptible to
8 losing control of their vehicles, crashing, and experiencing serious injury or death.

9 462. Ford designed, manufactured, assembled, distributed, and sold the
10 Defective Vehicles in this defective condition making them unreasonably dangerous to
11 users and consumers or to their property.

12 463. The Defective Vehicles were equipped with the defective EPAS systems
13 that are prone to sudden and unexpected failure, resulting in a marked increase in the
14 amount of force required to steer the Defective Vehicles, and were intended to and did
15 reach Plaintiff [REDACTED] and the other members of the Class in substantially the same
16 condition as they were when they were manufactured, sold, and left the control of Ford.

17 464. Knowing the Defective Vehicles contained the defect described herein and
18 were therefore dangerous and not safe for their intended use, Ford, in willful and
19 conscious disregard for the safety of the public, including Plaintiff [REDACTED] and the other
20 members of the Class, placed them on the market and omitted the information
21 concerning the defect from customers or the unknowing public, including Plaintiff and
22 the other members of the Class.

23 465. As a direct and proximate result of the defective and unreasonably
24 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiff [REDACTED] and
25 the other members of the Class have suffered damages.
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27
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THIRTY-SECOND CAUSE OF ACTION

Unjust Enrichment

(Brought on Behalf of the Georgia State Class – Pled in the Alternative to the Other Causes of Action Under Georgia Law)

466. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

467. Plaintiff [REDACTED] brings this Count on behalf of the Georgia State Class (“Class,” for purposes of this Count).

468. Ford had knowledge of the safety defect in the Defective Vehicles, which it failed to disclose to Plaintiff [REDACTED] and the other Class members.

469. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of the Defective Vehicles and the concealment of the defect, Ford charged a higher price for the Defective Vehicles than the Defective Vehicles’ true value, and Ford obtained monies that rightfully belong to Plaintiff [REDACTED] and the other Class members.

470. Ford accepted and retained the non-gratuitous benefits conferred by Plaintiff [REDACTED] and the other Class members, who without knowledge of the safety defect paid a higher price for Defective Vehicles that actually had lower values. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

471. Plaintiff [REDACTED] and the other Class members are therefore entitled to restitution in an amount to be determined at trial.

Claims Brought on Behalf of the Illinois State Class

THIRTY-THIRD CAUSE OF ACTION

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.
(Brought on Behalf of the Illinois State Class)**

472. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

1 473. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
2 members of the Illinois State Class ("Class," for purposes of this Count).

3 474. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill.
4 Comp. Stat. 505/2 prohibits unfair or deceptive acts or practices in connection with any
5 trade or commerce, including, among other things, "the use or employment of any
6 deception, fraud, false pretense, false promise, misrepresentation or the concealment,
7 suppression or omission of any material fact, . . . whether any person has in fact been
8 misled, deceived, or damaged thereby." The Act also prohibits suppliers from
9 representing that their goods are of a particular quality or grade they are not.

10 475. The Defective Vehicles at issue are "merchandise" as that term is defined in
11 the Act, 815 Ill. Comp. Stat. 505/1(b).

12 476. Ford is a "person" as that term is defined in the Act, 815 Ill. Comp. Stat.
13 505/1(c).

14 477. Plaintiff [REDACTED] and each of the other Class members are "consumers" as
15 that term is defined in the Act. 815 Ill. Comp. Stat. 505/1(e).

16 478. The conduct of Ford, as set forth herein, including but not limited to, Ford's
17 manufacture and sale and/or lease of the Defective Vehicles that are equipped with an
18 EPAS system that is prone to sudden and unexpected failure, results in a marked
19 increase in the amount of force required to steer the Defective Vehicles, and makes it
20 more likely that drivers of Defective Vehicles will lose control of their vehicles, crash,
21 and suffer serious injury or death.

22 479. Ford has admitted that the EPAS System is defective and prone to sudden
23 and unexpected failure and identified numerous causes underlying this defect. In
24 addition, and most significantly, regardless of the cause of these admittedly foreseeable
25 events, the Defective Vehicles share a common design defect in that they are equipped
26 with defective EPAS systems which are prone to sudden and unexpected failure,
27 resulting in a marked increase in the amount of force required to steer the Defective
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1 Vehicles and making it more likely that drivers of Defective Vehicles will lose control of
2 their vehicles, crash and suffer serious injury or death.

3 480. The aforementioned conduct constitutes an unfair and deceptive act or
4 practice.

5 481. Ford intended for Plaintiff [REDACTED] and the other Class members to rely on
6 its aforementioned unfair and deceptive acts and practices, and such unfair and deceptive
7 acts and practices occurred in the course of conduct involving trade or commerce.

8 482. As a result of the foregoing wrongful conduct of Ford, Plaintiff [REDACTED]
9 and the other Class members have been damaged in an amount to be proven at trial,
10 including, but not limited to, actual damages, and reasonable costs and attorneys' fees
11 pursuant to 815 Ill. Comp. Stat. 505/1, et seq.

12 483. Ford's conduct in this regard was wanton, willful, outrageous, and in
13 reckless indifference to the rights of Plaintiff [REDACTED] and the other Class members and,
14 as such, warrants the imposition of punitive damages.

15 484. 815 Ill. Comp. Stat. 505/7 permits the Court to enter injunctive relief to
16 require Ford to stop the unfair and deceptive conduct alleged herein.

17 **THIRTY-FORTH CAUSE OF ACTION**

18 **Violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1, et**
19 **seq.**

20 **(Brought on Behalf of the Illinois State Class)**

21 485. Plaintiffs hereby incorporate by reference the allegations contained in the
22 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

23 486. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
24 members of the Illinois State Class ("Class," for purposes of this Count).

25 487. 815 Ill. Comp. Stat. 510/2 provides that a:

26 person engages in a deceptive trade practice when, in the
27 course of his or her business, vocation, or occupation, the
28 person: . . . (2) causes likelihood of confusion or of
misunderstanding as to the source, sponsorship, approval, or
certification of goods or services; . . . (5) represents that goods

1 or services have sponsorship, approval, characteristics,
2 ingredients, uses, benefits, or quantities that they do not have
3 or that a person has a sponsorship, approval, status, affiliation,
4 or connection that he or she does not have; . . . (7) represents
5 that goods or services are of a particular standard, quality, or
6 grade or that goods are a particular style or model, if they are
of another; . . . (9) advertises goods or services with intent not
to sell them as advertised; . . . [and] (12) engages in any other
conduct which similarly creates a likelihood of confusion or
misunderstanding.

7 488. Ford is a "person" within the meaning of 815 Ill. Comp. Stat. 510/1(5).

8 489. The Defective Vehicles sold or leased to Plaintiff [REDACTED] and the other
9 Class members were not of the particular characteristics, uses, benefits, or qualities
10 represented by Ford.

11 490. The Defective Vehicles sold or leased to Plaintiff [REDACTED] and the other
12 Class members were not of the particular standard, quality, and/or grade represented by
13 Ford.

14 491. Plaintiff [REDACTED] and the other Class members are likely to be damaged as
15 a result of the foregoing wrongful conduct of Ford. 815 Ill. Comp. Stat. 505/7 permits
16 the Court to enter injunctive relief to require Ford to stop the unfair and deceptive
17 conduct alleged herein and to assess costs and attorneys' fees against Ford for its willful
18 deceptive trade practices.

19 **THIRTY-FIFTH CAUSE OF ACTION**

20 **Breach of Express Warrant**

21 **815 ILCS 5/2-313**

22 **(Brought on Behalf of the Illinois State Class)**

23 492. Plaintiffs hereby incorporate by reference the allegations contained in the
24 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

25 493. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
26 members of the Illinois State Class ("Class," for purposes of this Count).
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1 494. Ford expressly warranted through statements and advertisements that the
2 Defective Vehicles were of high quality, and at a minimum, would actually work
3 properly and safely.

4 495. Ford breached this warranty by knowingly selling or leasing to Plaintiff
5 [REDACTED] and the other Class members the Defective Vehicles with dangerous defects,
6 and that were not of high quality.

7 496. Ford has actual knowledge of the dangerous defects alleged herein.
8 Moreover, the filing of this complaint by Plaintiff [REDACTED] and the other Class members
9 has provided Ford with reasonable notice. Nevertheless, Ford has failed to correct these
10 defects in the Defective Vehicles.

11 497. Plaintiff and the other Class members have been damaged as a direct and
12 proximate result of the breaches by Ford in that the Defective Vehicles purchased or
13 leased by Plaintiff [REDACTED] and the other Class members were and are worth far less
14 than what Plaintiff [REDACTED] and the other Class members paid to purchase, which was
15 reasonably foreseeable to Ford.

16 498. As a direct and proximate result of Ford's breach of the warranties, Plaintiff
17 [REDACTED] and the other Class members have been damaged in an amount to be proven at
18 trial.

19 **THIRTY-SIXTH CAUSE OF ACTION**
20 **Breach of Implied Warranty of Merchantability**
 815 ILCS 5/2-314
21 **(Brought on Behalf of the Illinois State Class)**

22 499. Plaintiffs hereby incorporate by reference the allegations contained in the
23 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

24 500. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
25 members of the Illinois State Class ("Class," for purposes of this Count).

26 501. Ford is and was at all relevant times a merchant with respect to motor
27 vehicles.

28

1 502. A warranty that the Defective Vehicles were in merchantable condition was
2 implied by law.

3 503. The Defective Vehicles, when sold and at all times thereafter, were not in
4 merchantable condition and are not fit for the ordinary purpose for which cars are used.
5 Specifically, the Defective Vehicles are equipped with defective EPAS systems which is
6 prone to sudden and unexpected failure, resulting in a marked increase in the amount of
7 force required to steer the Defective Vehicles, and making it more likely that drivers of
8 the Defective Vehicles will lose control of their vehicles, crash, and suffer serious injury
9 or death.

10 504. Ford has admitted that the EPAS system is prone to sudden and unexpected
11 failure and has identified numerous causes underlying the failure of this system. In
12 addition, and most significantly, regardless of the cause of these admittedly foreseeable
13 events, the Defective Vehicles share a common design defect in that they are equipped
14 with defective EPAS systems which is prone to sudden and unexpected failure, resulting
15 in a marked increase in the amount of force required to steer the Defective Vehicles, and
16 making it more likely that drivers of the Defective Vehicles will lose control of their
17 vehicles, crash, and suffer serious injury or death.

18 505. Ford was provided notice of these issues and defects through numerous
19 complaints filed against it, as well as internal knowledge derived from testing and
20 internal expert analysis.

21 506. Plaintiff [REDACTED] and the other Class members have had sufficient dealings
22 with either Ford or its agents (dealerships) to establish privity of contract between Ford,
23 on the one hand, and Plaintiff [REDACTED] and the other Class members, on the other hand.
24 Notwithstanding, privity is not required in this case because Plaintiff [REDACTED] and the
25 other Class members are intended third-party beneficiaries of contracts between Ford
26 and its dealers; specifically, they are the intended beneficiaries of Ford's implied
27 warranties. The dealers were not intended to be the ultimate consumers of the Defective
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1 Vehicles and have no rights under the warranty agreements provided with the Defective
2 Vehicles; the warranty agreements were designed for and intended to benefit the
3 ultimate consumers only. Finally, privity is also not required because Plaintiff
4 [REDACTED] and the other Class members' Defective Vehicles are dangerous
5 instrumentalities due to the aforementioned defects and nonconformities.

6 507. As a direct and proximate result of Ford's breach of the implied warranty of
7 merchantability, Plaintiff [REDACTED] and the other Class members have been damaged in
8 an amount to be proven at trial.

9 **THIRTY-SEVENTH CAUSE OF ACTION**

10 **Fraudulent Concealment**

11 **(Brought on Behalf of the Illinois State Class)**

12 508. Plaintiffs hereby incorporate by reference the allegations contained in the
13 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

14 509. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
15 members of the Illinois State Class ("Class," for purposes of this Count).

16 510. Ford intentionally concealed the above-described material safety
17 information, or acted with reckless disregard for the truth, and denied Plaintiff [REDACTED]
18 and the other Class members information that is highly relevant to their purchasing
19 and/or leasing decision concerning the Defective Vehicles.

20 511. Through advertisements and other forms of communication, Ford
21 represented that the Defective Vehicles had no significant defects and would perform
22 and operate properly when driven in normal usage.

23 512. Ford knew these representations were false when made.

24 513. The Defective Vehicles purchased or leased by Plaintiff [REDACTED] and the
25 other Class members were, in fact, defective, unsafe, and unreliable, because the
26 Defective Vehicles are equipped with defective EPAS systems which is prone to sudden
27 and unexpected failure, resulting in a marked increase in the amount of force required to
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1 steer the Defective Vehicles, and making it more likely that drivers of the Defective
2 Vehicles will lose control of their vehicles, crash, and suffer serious injury or death.

3 514. Ford had a duty to disclose that these Defective Vehicles were defective,
4 unsafe, and unreliable in that the Defective Vehicles are equipped with defective EPAS
5 systems which is prone to sudden and unexpected failure, resulting in a marked increase
6 in the amount of force required to steer the Defective Vehicles, and making it more
7 likely that drivers of the Defective Vehicles will lose control of their vehicles, crash, and
8 suffer serious injury or death.

9 515. Plaintiff [REDACTED] and the other Class members relied upon Ford to disclose
10 the defects in the Defective Vehicles they were purchasing.

11 516. The aforementioned concealment was material because if it had been
12 disclosed Plaintiff [REDACTED] and the other Class members would not have bought or
13 leased the Defective Vehicles.

14 517. The aforementioned representations, omissions, and concealment were
15 material because they were facts that would typically be relied on by a person
16 purchasing or leasing a new motor vehicle.

17 518. As a proximate result of Ford's conduct, Plaintiff [REDACTED] and the other
18 Class members have been injured in an amount to be proven at trial.

19 519. Ford's conduct was knowing, intentional, with malice, demonstrated a
20 complete lack of care, and was in reckless disregard for the rights of Plaintiff [REDACTED]
21 and the other Class members, such that punitive damages are appropriate.

22 **THIRTY-EIGHTH CAUSE OF ACTION**

23 **Fraud by Omission**
24 **(Brought on Behalf of the Illinois State Class)**

25 520. Plaintiffs hereby incorporate by reference the allegations contained in the
26 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

27 521. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
28 members of the Illinois State Class ("Class," for purposes of this Count).

1 522. Ford was aware of the defects and above-described material safety
2 information as early as 2010.

3 523. Ford, as manufacturer of consumer products and motor vehicles, has a duty
4 to disclose such known defects and material safety information to federal authorities,
5 Plaintiff [REDACTED], and other Class members.

6 524. Ford, through its omission, failed to disclose the known safety-related
7 defects and material safety information.

8 525. Plaintiff [REDACTED] reasonably relied on Ford to perform its duty to disclose
9 the known safety-related defects and material safety information.

10 526. The existence of the safety-related defect and material safety information
11 was material to the Plaintiff [REDACTED] and other Class members because, had they known
12 of the safety-related defect and material safety information, they would not have
13 purchased the Defective Vehicles.

14 527. As a direct and proximate result of Ford's omission, Plaintiff [REDACTED] and
15 other Class members purchased Defective Vehicles with the EPAS system defect
16 described herein that they either paid too much for or would not have purchased if the
17 defect had been disclosed to them and therefore have incurred damages in an amount to
18 be proven at trial.

19 **THIRTY-NINTH CAUSE OF ACTION**

20 **Negligence**

21 **(Brought on Behalf of the Illinois State Class)**

22 528. Plaintiffs hereby incorporate by reference the allegations contained in the
23 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

24 529. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
25 members of the Illinois State Class ("Class," for purposes of this Count).

26 530. Plaintiff [REDACTED] and the other Class members are the owners of Defective
27 Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed
28 in the stream of commerce by Ford.

1 531. Ford had a duty to manufacture a product which would be safe for its
2 intended and foreseeable uses and users, including the use to which it was put by
3 Plaintiff [REDACTED] and the other Class members. Ford breached its duty to Plaintiff
4 [REDACTED] and the other Class members because it was negligent in the design,
5 development, manufacture, and testing of the Defective Vehicles.

6 532. Ford was negligent in its design, development, manufacture, and testing of
7 the Defective Vehicles because it knew, or in the exercise of reasonable care should have
8 known, that the EPAS system of the Defective Vehicles was prone to sudden and
9 unexpected failure, resulting in a marked increase in the amount of force required to
10 steer the Defective Vehicles, and making it more likely that drivers would lose control of
11 their vehicles, crash, and suffer serious injury or death.

12 533. Ford negligently failed to adequately warn and instruct Plaintiff [REDACTED]
13 and the other Class members of the defective nature of the Defective Vehicles and of the
14 high degree of risk attendant to using them.

15 534. Ford further breached its duties to Plaintiff [REDACTED] and the other Class
16 members by supplying Defective Vehicles directly and/or through a third person to be
17 used by such foreseeable persons such as Plaintiff and the other Class members when:

- 18 a. Ford knew or had reason to know, that the Defective Vehicles were
19 dangerous or were likely to be dangerous for the use for which they
20 were supplied; and
21 b. Ford failed to exercise reasonable care to inform customers of the
22 dangerous condition, or of the facts under which the Defective
23 Vehicles are likely to be dangerous.

24 535. As a result of Ford's negligence, Plaintiff [REDACTED] and the other Class
25 members suffered damages.
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FORTIETH CAUSE OF ACTION
Negligent Misrepresentation
(Brought on Behalf of the Illinois State Class)

536. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

537. Plaintiff [REDACTED] brings this Count individually and on behalf of the other members of the Illinois State Class ("Class," for purposes of this Count).

538. Ford was aware of the defects and above-described material safety information as early as 2010.

539. Ford, as manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiff [REDACTED], and other Class members.

540. Notwithstanding this duty, and in violation thereof, Ford negligently failed to disclose to and warn Plaintiff [REDACTED] and the other Class members, and concealed and misrepresented the truth, about the significant defects which posed a clear, substantial and unreasonable risk of incidents, accidents, injuries and death.

541. Because Plaintiff [REDACTED] and the other Class members did not have an equal opportunity to discovery such truth about the Defective Vehicles, Plaintiff [REDACTED] and the other Class members purchased the Defective Vehicles in the reasonable, but, unbeknownst to them, false belief they were fit for use, merchantable, and reasonably safe for their intended purposes.

542. The existence of the defects and material safety information was material to the Plaintiff [REDACTED] and other Class members because, had they known of the defects and material safety information, they would not have purchased the Defective Vehicles.

543. As a direct and proximate result of Ford's negligent failure to disclose and warn and its concealment and misrepresentation of such facts, Plaintiff and other Class members purchased Defective Vehicles with the EPAS system defect described herein that they either paid too much for or would not have purchased if the defect had been

1 disclosed to them and therefore have incurred damages in an amount to be proven at
2 trial.

3 **FORTY-FIRST CAUSE OF ACTION**
4 **Strict Product Liability**
5 **(Brought on Behalf of the Illinois State Class)**

6 544. Plaintiffs hereby incorporate by reference the allegations contained in the
7 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

8 545. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
9 members of the Illinois State Class ("Class," for purposes of this Count).

10 546. Ford was at all relevant times engaged in the business of designing,
11 manufacturing, assembling, distributing, and otherwise placing in the stream of
12 commerce the Defective Vehicles to be used by members of the general public,
13 including Plaintiff [REDACTED] and the other members of the Class.

14 547. Ford intended that the Defective Vehicles be used by Plaintiff [REDACTED] and
15 the other members of the Class as safe and reliable means of transportation.

16 548. At all times herein, Ford knew that the Defective Vehicles would be
17 purchased by members of the public, including Plaintiff [REDACTED] and the other members
18 of the Class, without inspection for defects.

19 549. At all relevant times herein, Ford knew that the Defective Vehicles were not
20 fit for their intended use because they are equipped with defective EPAS systems that
21 are prone to sudden and unexpected failure, resulting in a marked increase in the amount
22 of force required to steer the Defective Vehicles, and making it more likely that drivers
23 will lose control of their vehicles, crash, and suffer serious injury or death

24 550. Ford designed, manufactured, assembled, distributed, and sold the
25 Defective Vehicles in this defective condition making them unreasonably dangerous to
26 users and consumers or to their property.

27 551. The Defective Vehicles were equipped with the defective EPAS systems
28 that are prone to sudden and unexpected failure, resulting in a marked increase in the

1 amount of force required to steer the Defective Vehicles, and making it more likely that
2 drivers will lose control, crash, and experience serious injury or death at the time they
3 were sold by Ford and were intended to and did reach Plaintiff [REDACTED] and the other
4 members of the Class in substantially the same condition as they were when they were
5 manufactured, sold, and left the control of Ford.

6 552. Knowing the Defective Vehicles contained the defect described herein and
7 were therefore dangerous and not safe for their intended use, Ford, in willful and
8 conscious disregard for the safety of the public, including Plaintiff [REDACTED] and the
9 other members of the Class, placed them on the market and omitted the information
10 concerning the defect from customers or the unknowing public, including Plaintiff and
11 the other members of the Class.

12 553. As a direct and proximate result of the defective and unreasonably
13 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiff [REDACTED] and
14 the other members of the Class have suffered damages.

15 **FORTY-SECOND CAUSE OF ACTION**

16 **Unjust Enrichment**

17 **(Brought on Behalf of the Illinois State Class – Pled in the Alternative to the Other
18 Causes of Action Under Illinois Law)**

19 554. Plaintiffs hereby incorporate by reference the allegations contained in the
20 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

21 555. Plaintiff [REDACTED] brings this Count individually and on behalf of the other
22 members of the Illinois State Class (“Class,” for purposes of this Count).

23 556. Plaintiff [REDACTED] and the other Class members paid Ford the value of
24 vehicles that are non-defective, and in exchange, Ford provided Plaintiff [REDACTED] and
25 the other Class members with Defective Vehicles that are, in fact, defective.

26 557. As such, Plaintiff [REDACTED] and the other Class members conferred a
27 windfall upon Ford, which would be unjust for Ford to retain.
28

1 558. As a direct and proximate result of Ford's unjust enrichment, Plaintiff
2 Fournier and the other Class members have incurred damages.

3 559. Plaintiff [REDACTED], individually and on behalf of the other Class members,
4 seeks full disgorgement and restitution of Ford's enrichment, benefit, and ill-gotten
5 gains acquired as a result of the unlawful and/or wrongful conduct described herein.
6

7 **Claim Brought on Behalf of the Arizona State Class**

8 **FORTY-THIRD CAUSE OF ACTION**

9 **Breach of Express Warranty**
10 **(Brought on Behalf of the Arizona State Class)**

11 560. Plaintiffs hereby incorporate by reference the allegations contained in the
12 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

13 561. Plaintiffs Rebecca Wolf and Ryan Wolf ("Plaintiffs," for purposes of this
14 Count) bring this Count individually and on behalf of the other members of the Arizona
15 State Class ("Class," for purposes of this Count).

16 562. Ford is and was at all relevant times a seller with respect to motor vehicles.

17 563. In the course of selling the Defective Vehicles, Ford expressly warranted to
18 repair and adjust to correct defects in materials and workmanship of any part supplied by
19 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
20 Defective Vehicles' materials and workmanship defects.

21 564. Ford expressly warranted through statements and advertisements that the
22 Defective Vehicles were of high quality, and at a minimum, would actually work
23 properly and safely.

24 565. These warranties were made, *inter alia*, in advertisements and in uniform
25 statements provided by Ford to be made by salespeople. These affirmations and
26 promises were part of the basis of the bargain between Ford, on the one hand, and
27 Plaintiffs and the other Class members, on the other hand.
28

1 566. Ford did not provide at the time of sale, and has not provided since then,
2 Defective Vehicles conforming to these express warranties.

3 567. Furthermore, the limited warranty of repair and/or adjustments to defective
4 parts fails in its essential purpose because the contractual remedy is insufficient to make
5 the Plaintiffs and the other Class members whole.

6 568. Accordingly, recovery by Plaintiffs and the other Class members is not
7 limited to the limited warranty of repair or adjustments to parts defective in materials or
8 workmanship, and Plaintiffs, individually and on behalf of the other Class members,
9 seek all remedies as allowed by law.

10 569. Moreover, as alleged in more detail herein, at the time that Ford warranted
11 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
12 the warranties and were inherently defective, and Ford wrongfully and fraudulently
13 misrepresented and/or concealed material facts regarding the Defective Vehicles.

14 570. Plaintiffs and the other Class members were therefore induced to purchase
15 the Defective Vehicles under false and/or fraudulent pretenses.

16 571. Moreover, many of the damages flowing from the Defective Vehicles
17 cannot be resolved through the limited remedy of “replacement or adjustments,” as those
18 incidental and consequential damages have already been suffered due to Ford’s conduct
19 as alleged herein, and due to their failure and/or continued failure to provide such
20 limited remedy within a reasonable time, and any limitation on Plaintiffs’ and the other
21 Class members’ remedies would be insufficient to make Plaintiffs and the other Class
22 members whole.

23 572. Ford was provided notice of these issues and defects through numerous
24 complaints filed against it, as well as internal knowledge derived from testing and
25 internal expert analysis.

1 573. As a direct and proximate result of Ford's breach of express warranties,
2 Plaintiffs and the other Class members have been damaged in an amount to be
3 determined at trial.

4 **FORTY-FOURTH CAUSE OF ACTION**

5 **Breach of Implied Warranty of Merchantability**
6 **(Brought on Behalf of the Arizona State Class)**

7 574. Plaintiffs hereby incorporate by reference the allegations contained in the
8 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

9 575. Plaintiffs Rebecca [REDACTED] ("Plaintiffs," for purposes of this
10 Count) bring this Count individually and on behalf of the other members of the Arizona
11 State Class ("Class," for purposes of this Count).

12 576. Ford is and was at all relevant times a merchant with respect to motor
13 vehicles.

14 577. A warranty that the Defective Vehicles were in merchantable condition was
15 implied by law.

16 578. The Defective Vehicles, when sold and at all times thereafter, were not in
17 merchantable condition and are not fit for the ordinary purpose for which cars are used.
18 Specifically, the Defective Vehicles are equipped with defective EPAS systems that are
19 prone to sudden and unexpected failure, resulting in a marked increase in the amount of
20 force required to steer the Defective Vehicles, and making it more likely that drivers will
21 lose control of their vehicles, crash, and suffer serious injury or death.

22 579. Ford has admitted that the defective EPAS system is prone to sudden and
23 unexpected and has identified numerous cause underlying the failure of this defective
24 system. In addition, and most significantly, regardless of the cause of these admittedly
25 foreseeable events, the Defective Vehicles share a common design defect in that they are
26 equipped with defective EPAS systems that are prone to sudden and unexpected failure,
27 resulting in a marked increase in the amount of force required to steer the Defective
28

1 Vehicles, and making it more likely that drivers will lose control, crash of their vehicles,
2 crash, and suffer serious injury or death.

3 580. Ford was provided notice of these issues and defects through numerous
4 complaints filed against it, as well as internal knowledge derived from testing and
5 internal expert analysis.

6 581. Plaintiffs and the other Class members have had sufficient dealings with
7 either Ford or its agents (dealerships) to establish privity of contract between Ford, on
8 the one hand, and Plaintiffs and the other Class members, on the other hand.
9 Notwithstanding, privity is not required in this case because Plaintiffs and the other
10 Class members are intended third-party beneficiaries of contracts between Ford and its
11 dealers; specifically, they are the intended beneficiaries of Ford's implied warranties.
12 The dealers were not intended to be the ultimate consumers of the Defective Vehicles
13 and have no rights under the warranty agreements provided with the Defective Vehicles;
14 the warranty agreements were designed for and intended to benefit the ultimate
15 consumers only. Finally, privity is also not required because Plaintiffs' and the other
16 Class members' Defective Vehicles are dangerous instrumentalities due to the
17 aforementioned defects and nonconformities.

18 582. As a direct and proximate result of Ford's breach of the implied warranty of
19 merchantability, Plaintiffs and the other Class members have been damaged in an
20 amount to be proven at trial.

21 **FORTY-FIFTH CAUSE OF ACTION**

22 **Fraudulent Concealment**

23 **(Brought on Behalf of the Arizona State Class)**

24 583. Plaintiffs hereby incorporate by reference the allegations contained in the
25 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

26 584. Plaintiffs [REDACTED] ("Plaintiffs," for purposes of this
27 Count) bring this Count individually and on behalf of the other members of the Arizona
28 State Class ("Class," for purposes of this Count).

1 585. Ford intentionally concealed the defect and above-described material safety
2 information, or acted with reckless disregard for the truth, and denied Plaintiffs and the
3 other Class members information that is highly relevant to their purchasing and/or
4 leasing decision concerning the Defective Vehicles.

5 586. Through advertisements and other forms of communication, Ford
6 represented that the Defective Vehicles had no significant defects and would perform
7 and operate properly when driven in normal usage.

8 587. Ford knew these representations were false when made.

9 588. Plaintiffs and the other Class members were unaware that Ford's
10 representations were false.

11 589. The Defective Vehicles purchased or leased by Plaintiffs and the other
12 Class members were, in fact, defective, unsafe, and unreliable, because the Defective
13 Vehicles are equipped with defective EPAS systems that are prone to sudden and
14 unexpected failure, resulting in a marked increase in the amount of force required to
15 steer the Defective Vehicles, and making it more likely that drivers will lose control of
16 their vehicles, crash, and suffer serious injury or death.

17 590. Plaintiffs and the other Class members reasonably relied upon Ford to
18 disclose the defects in the Defective Vehicles they purchased, as was their right.

19 591. The aforementioned concealment was material because if it had been
20 disclosed Plaintiffs and the other Class members would not have bought or leased the
21 Defective Vehicles.

22 592. The aforementioned representations, omissions, and concealment were
23 material because they were facts that would typically be relied on by a person
24 purchasing or leasing a new motor vehicle.

25 593. As a proximate result of Ford's conduct, Plaintiffs and the other Class
26 members have been injured in an amount to be proven at trial.

FORTY-SIXTH CAUSE OF ACTION

**Fraud by Omission
(Brought on Behalf of the Arizona State Class)**

594. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

595. Plaintiffs [REDACTED] ("Plaintiffs," for purposes of this Count) bring this Count individually and on behalf of the other members of the Arizona State Class ("Class," for purposes of this Count).

596. Ford was aware of the defects and above-described material safety information as early as 2010.

597. Ford, as manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiffs, and other Class members.

598. Ford, through its omission, failed to disclose the known safety-related defects and material safety information.

599. Plaintiffs reasonably relied on Ford to perform its duty to disclose the known safety-related defects and material safety information.

600. The existence of the safety-related defect and material safety information was material to Plaintiffs and other Class members because, had they known of the safety-related defect and material safety information, they would not have purchased the Defective Vehicles.

601. As a direct and proximate result of Ford's omission, Plaintiffs and other Class members purchased Defective Vehicles with the EPAS system defect described herein that they either paid too much for or would not have purchased if the defect had been disclosed to them and therefore have incurred damages in an amount to be proven at trial.

FORTY-SEVENTH CAUSE OF ACTION
Violation of the Arizona Consumer Fraud Act
Ariz. Rev. Stat. § 44-1521, *et seq.*
(Brought on Behalf of the Arizona State Class)

602. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

603. Plaintiffs Rebecca [REDACTED] ("Plaintiffs," for purposes of this Count) bring this Count individually and on behalf of the other members of the Arizona State Class ("Class," for purposes of this Count).

604. Plaintiffs and Ford are "persons" as defined by Ariz. Rev. Stat. § 44-1521(6). The Defective Vehicles are "merchandise" as defined by Ariz. Rev. Stat. § 44-1521(5).

605. The Arizona Consumer Fraud Act proscribes "[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby." Ariz. Rev. Stat. § 44-1522(A).

606. By failing to disclose and actively concealing the defects in the Defective Vehicles, Ford engaged in deceptive business practices prohibited by the Arizona Consumer Fraud Act, including (1) representing that Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Defective Vehicles are of a particular quality, standard, or grade when they are of another, (3) advertising Defective Vehicles with intent not to sell them as advertised, and (4) engaging in acts or practices which are otherwise unfair, misleading, false or deceptive to consumers.

607. As alleged above, Ford made numerous material statements about the benefits and characteristics of the Defective Vehicles that were either false or

1 misleading. Each of these statements contributed to the deceptive context of Ford's
2 unlawful advertising and representations as a whole.

3 608. Ford knew that the EPAS systems in the Defective Vehicles were
4 defectively designed or manufactured, and were, accordingly, prone to sudden and
5 unexpected failure, resulting in a marked increase in the amount of force required to
6 steer the Defective Vehicles, and making it more likely that drivers will lose control of
7 their vehicles, crash, and suffer serious injury or death. Ford thus knew that the
8 Defective Vehicles were not suitable for their intended use. Ford nevertheless failed to
9 warn Plaintiffs about these defects despite having a duty to disclose them.

10 609. Ford owed Plaintiff a duty to disclose the defective nature of the Defective
11 Vehicles because Ford:

- 12 a. Possessed exclusive knowledge of the defects rendering the Defective
13 Vehicles more dangerous and unreliable than similar vehicles;
14 b. Intentionally concealed the defects associated with the ETC systems in the
15 Defective Vehicles through its deceptive marketing campaign; and/or
16 c. Made incomplete representations about the characteristics and performance
17 of the Defective Vehicles generally, while purposefully withholding
18 material facts from Plaintiff that contradicted these representations.

18 610. Ford's unfair and deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiffs, about the true performance and
20 characteristics of the Defective Vehicles.

21 611. As a result of its violations of the Arizona Consumer Fraud Act detailed
22 above, Ford caused actual damage to Plaintiffs and, if not ordered to stop, will continue
23 to harm Plaintiffs. Plaintiffs currently own or lease, or – within the class period have
24 owned or leased – a Ford Vehicle that is defective. Defects associated with the EPAS
25 systems in Defective Vehicles have caused all Defective Vehicles to decrease in value.
26
27
28

1 612. Plaintiffs and the Class sustained damages as a result of Ford's unlawful
2 acts and are, therefore, entitled to damages and other relief as provided under the
3 Arizona Consumer Fraud Act.

4 613. Plaintiffs also seek court costs and attorneys' fees as a result of Ford's
5 violations of the Arizona Consumer Fraud Act as provided in Ariz. Rev. Stat. § 12-
6 341.01.

7 **FORTY-EIGHTH CAUSE OF ACTION**

8 **Negligence**

9 **(Brought on Behalf of the Arizona State Class)**

10 614. Plaintiffs hereby incorporate by reference the allegations contained in the
11 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

12 615. Plaintiffs [REDACTED] ("Plaintiffs," for purposes of this
13 Count) bring this Count individually and on behalf of the other members of the Arizona
14 State Class ("Class," for purposes of this Count).

15 616. Plaintiffs and the other Class members are the owners of or lease Defective
16 Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed
17 in the stream of commerce by Ford.

18 617. Ford had a duty to manufacture a product which would be safe for its
19 intended and foreseeable uses and users, including the use to which it was put by
20 Plaintiffs and the other Class members. Ford breached its duty to Plaintiffs and the other
21 Class members because it was negligent in the design, development, manufacture, and
22 testing of the Defective Vehicles.

23 618. Ford was negligent in its design, development, manufacture, and testing of
24 the Defective Vehicles because it knew, or in the exercise of reasonable care should have
25 known, that the EPAS systems of the Defective Vehicles were prone to sudden and
26 unexpected failure, making it markedly more difficult to steer the Defective Vehicles
27

1 and more likely that drivers would lose control of their vehicles, crash, and suffer serious
2 injury or death.

3 619. Ford negligently failed to adequately warn and instruct Plaintiffs and the
4 other Class members of the defective nature of the Defective Vehicles and of the high
5 degree of risk attendant to using them.

6 620. Ford further breached its duties to Plaintiffs and the other Class members
7 by supplying Defective Vehicles directly and/or through a third person to be used by
8 such foreseeable persons such as Plaintiff and the other Class members when:

9 a. Ford knew or had reason to know, that the Defective Vehicles were
10 dangerous or were likely to be dangerous for the use for which they were
11 supplied; and

12 b. Ford failed to exercise reasonable care to inform customers of the
13 dangerous condition, or of the facts under which the Defective Vehicles are
14 likely to be dangerous.

15 621. As a result of Ford's negligence, Plaintiffs and the other Class members
16 suffered damages.

17 **FORTY-NINTH CAUSE OF ACTION**

18 **Negligent Misrepresentation**

19 **(Brought on Behalf of the Arizona State Class)**

20 622. Plaintiffs hereby incorporate by reference the allegations contained in the
21 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

22 623. Plaintiffs [REDACTED] ("Plaintiffs," for purposes of this
23 Count) bring this Count individually and on behalf of the other members of the Arizona
24 State Class ("Class," for purposes of this Count).

25 624. Ford was aware of the defects and above-described material safety
26 information as early as 2010.

27 625. Ford, as manufacturer of consumer products and motor vehicles, has a duty
28 to disclose such known defects and material safety information to federal authorities,
Plaintiffs, and other Class members.

1 commerce the Defective Vehicles to be used by members of the general public,
2 including Plaintiffs and the other members of the Class.

3 633. Ford intended that the Defective Vehicles be used by Plaintiffs and the
4 other members of the Class as safe and reliable means of transportation.

5 634. At all times herein, Ford knew that the Defective Vehicles would be
6 purchased by members of the public, including Plaintiffs and the other members of the
7 Class, without inspection for defects.

8 635. At all relevant times herein, Ford knew that the Defective Vehicles were not
9 fit for their intended use because they are equipped with defective EPAS systems that
10 are prone to sudden and unexpected failure, making it markedly more difficult to steer
11 the Defective Vehicles and more likely that drivers will lose control of their vehicles,
12 crash, and suffer serious injury or death.

13 636. Ford designed, manufactured, assembled, distributed, and sold the
14 Defective Vehicles in this defective condition making them unreasonably dangerous to
15 users and consumers or to their property.

16 637. The Defective Vehicles were equipped with the defective EPAS systems –
17 which are prone to sudden and unexpected failure, making it markedly more difficult to
18 steer the Defective Vehicles and more likely that drivers will lose control of the
19 Defective Vehicles –, at the time they were sold by Ford and were intended to and did
20 reach Plaintiffs and the other members of the Class in substantially the same condition as
21 they were when they were manufactured, sold, and left the control of Ford.

22 638. Knowing the Defective Vehicles contained the defect described herein and
23 were therefore dangerous and not safe for their intended use, Ford, in willful and
24 conscious disregard for the safety of the public, including Plaintiffs and the other
25 members of the Class, placed them on the market and omitted the information
26 concerning the defect from customers or the unknowing public, including Plaintiffs and
27 the other members of the Class.
28

1 639. As a direct and proximate result of the defective and unreasonably
2 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiffs and the other
3 members of the Class have suffered damages.

4 **FIFTY-FIRST CAUSE OF ACTION**

5 **Unjust Enrichment**

6 **(Brought on Behalf of the Arizona State Class – Pled in the Alternative to the
7 Other Causes of Action Under Arizona Law)**

8 640. Plaintiffs hereby incorporate by reference the allegations contained in the
9 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

10 641. Plaintiffs [REDACTED] (“Plaintiffs,” for purposes of this
11 Count) bring this Count individually and on behalf of the other members of the Arizona
12 State Class (“Class,” for purposes of this Count).

13 642. Ford had knowledge of the safety defect in the Defective Vehicles, which it
14 failed to disclose to Plaintiff and the other Class members.

15 643. As a result of its wrongful and fraudulent acts and omissions, as set forth
16 above, pertaining to the design defect of the Defective Vehicles and the concealment of
17 the defect, Ford charged a higher price for the Defective Vehicles than the Defective
18 Vehicles’ true value, and Ford obtained monies that rightfully belong to Plaintiff and the
19 other Class members.

20 644. Ford accepted and retained the non-gratuitous benefits conferred by
21 Plaintiffs and the other Class members, who without knowledge of the safety defect paid
22 a higher price for Defective Vehicles that actually had lower values. It would be
23 inequitable and unjust for Ford to retain these wrongfully obtained profits.

24 645. Plaintiffs and the other Class members are therefore entitled to restitution in
25 an amount to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Nationwide Class and Statewide Classes they seek to represent, respectfully request that the Court enter judgment in their favor and against Defendant, Ford Motor Company, as follows:

- (a) Declaring that this action is a proper class action, certifying the nationwide and Statewide Classes as requested herein, designating Plaintiffs as Nationwide and Statewide Class Representatives and appointing Plaintiffs' attorneys as lead Class Counsel;
- (b) Enjoining Defendant from continuing the unfair business practices alleged in this Complaint and requiring Defendant to institute a recall or free replacement program and/or otherwise repair the Defective Vehicles;
- (c) Ordering Defendant to pay actual damages (including punitive damages) to Plaintiffs and the other Nationwide and Statement Class members to the full extent allowable by law;
- (d) Ordering Defendant to pay attorneys' fees and costs of suit; and
- (e) Ordering such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs request trial by jury on all issues so triable.

Respectfully submitted,

Dated: September 8, 2014

BARON & BUDD, P.C.

/s/ Roland Tellis

By: Roland Tellis

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Johnston, Daniel S. (SHB)

From: ECF-CAND@cand.uscourts.gov
Sent: Monday, September 08, 2014 5:01 PM
To: efiling@cand.uscourts.gov
Subject: Activity in Case 5:14-cv-02989-LHK [REDACTED] et al v. Ford Motor Company Amended Complaint

Follow Up Flag: Follow up
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U.S. District Court

California Northern District

Notice of Electronic Filing

The following transaction was entered by Tellis, Roland on 9/8/2014 at 4:59 PM and filed on 9/8/2014

Case Name: [REDACTED] et al v. Ford Motor Company

Case Number: [REDACTED]

Filer: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Document Number: 15

Docket Text:

AMENDED COMPLAINT against Ford Motor Company. Filed by [REDACTED], [REDACTED].

([REDACTED] (Filed on 9/8/2014)

5:14-cv-02989-LHK Notice has been electronically mailed to:

Adam J. Levitt [REDACTED]
[REDACTED]

[REDACTED]

5:14-cv-02989-LHK Please see Local Rule 5-5; Notice has NOT been electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\FORD EPAS First Amended Complaint -- 9 8 2014.pdf

Electronic document Stamp:

[STAMP CANDStamp_ID=977336130 [Date=9/8/2014] [FileNumber=10978361-0]
[33053c9807a52fd5b084fa218b186e54a5484537dc2ee622623ecd4d999cd63ce66c6
580a5c803458faac0c5ea026b7216eaa1187eb724ad7d83a5c7925b7353]]



TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 421-E6
Dearborn, MI 48126

RE: Process Served in Michigan

FOR: Ford Motor Company (Domestic State: DE)

**Service of Process
Transmittal**

07/28/2014
CT Log Number 525395507

DC95404

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED], et al., Pltfs. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Summons, Complaint

COURT/AGENCY: United states district Court, -, -
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2011 Ford Fusion

ON WHOM PROCESS WAS SERVED: The Corporation Company, Bingham Farms, MI

DATE AND HOUR OF SERVICE: By Process Server on 07/28/2014 at 09:50

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: Within 21 days after service, not counting the day of receipt

ATTORNEY(S) / SENDER(S): Justin S Brooks
123 Justison street
Wilmington, CA 19801

ACTION ITEMS: CT has retained the current log, Retain Date: 07/28/2014, Expected Purge Date:
08/02/2014
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: The Corporation Company

ADDRESS: 30600 Telegraph Road
Suite 2345
Bingham Farms, MI 48025-5720

TELEPHONE: 248-646-9033

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

and _____, individually, and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Ford Motor Company,

Defendant(s)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Ford Motor Company
30600 Telegraph Road
Suite 2345
Bingham Farms MI 48025

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Roland Tellis, Esq.
Mark Plfko, Esq.
BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1800
Encino, California 91438
Ph.: (818)839-2333/Fax: (818)986-9698

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

1 Roland Tellis (SBN 186269)
rtellis@baronbudd.com
2 Mark Pifko (SBN 228412)
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19 **UNITED STATES DISTRICT COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA**
SAN JOSE DIVISION

21 [REDACTED]
22 [REDACTED]
23 [REDACTED] and [REDACTED]
24 [REDACTED], individually, and on
behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 FORD MOTOR COMPANY,

28 Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1
COMPLAINT

Plaintiffs

NATURE OF THE CASE

1. Plaintiffs bring this class action seeking redress and remedy from Ford on behalf of themselves and the other Class members, each of whom purchased or leased one or more Ford Fusion vehicles, model years 2010 through 2014, or Ford Focus vehicles, model years 2012 through 2014 (the “Defective Vehicles”), all of which are equipped with a commonly designed and defective Electronic Power Assisted Steering (“EPAS”) system.

2. The EPAS system in the Defective Vehicles replaces the traditional hydraulic-assist power steering pump and is comprised of a power steering control unit, electronic control unit, torque sensor and steering wheel position sensor. The system, however, suffers from systemic defects, including, but not limited to: (1) peeling of conformal coating into the EPAS system's ribbon cable, which leads to loss of connections within the EPAS system; (2) misalignment of ribbon cable pins and in the EPAS system, which leads to the breakage of critical wiring and the loss of connections within the EPAS system; (3) manufacturing defects in the contact plating in the EPAS system, which causes corrosion and an interruption in electrical connections within the EPAS system; (4) defects in EPAS system's sensors; and (5) defects in the gear assembly. The multitude of defective elements in the EPAS system

1 renders the system prone to sudden and premature failure during ordinary and
2 foreseeable driving situations.

3 3. As a result of the EPAS defects, drivers of the Defective Vehicles
4 experience significantly increased steering effort and, ultimately, loss of control.

5 4. The EPAS system was intended to enhance vehicle safety, and had it been
6 properly designed and manufactured, it could have accomplished that goal. Indeed, Ford
7 advertised its EPAS system as an innovative and positive contributor towards vehicle
8 safety. Ford touted the ability of its EPAS system's "pull-drift compensation" software-
9 based technology, telling consumers that the system would detect road conditions, such
10 as crowned road surfaces or crosswinds, and adjust the steering system to help drivers
11 compensate for pulling and drifting. Ford further stated in its marketing materials that
12 "EPAS is a demonstrative example of technology that increases fuel economy while
13 enabling innovation to aid drivers." Ford also advertised its EPAS system as one of
14 several technological innovations that was "helping drivers stay connected, safer, [and]
15 less stressed." Ford's marketing materials, including television commercials for some of
16 the Defective Vehicles, lauded the sensors in the EPAS system, claiming that they
17 achieve steering "that feels just right" and "helps keep you firmly planted and in
18 control."

19 5. Notwithstanding Ford's aspirations for its EPAS system, the company has
20 received hundreds of complaints regarding loss of power steering of the Defective
21 Vehicles. Unfortunately, however, in the face of such information, Ford failed and
22 continues to fail to disclose to consumers of the Defective Vehicles that the uniformly
23 designed EPAS system is prone to premature failure during ordinary and foreseeable
24 driving situations. As a result, drivers of the Defective Vehicles experience markedly
25 increased steering effort, leaving them *unable* to control their vehicles.

26 6. Ford's omissions concerning the EPAS system are material to consumers
27 because of the significant safety concerns presented as a result of the system's defects
28

1 and premature failures. When the EPAS system fails while a Defective Vehicle is on the
2 road, the driver is suddenly unable to turn the vehicle. This exposes occupants of the
3 Defective Vehicles, occupants of surrounding vehicles, and pedestrians, to the risk of
4 collisions and grave bodily harm. As a result of Ford's omission of material
5 information, Ford has recklessly risked the safety of occupants of the Defective Vehicles
6 and the public at large.

7 7. When Plaintiffs and other Class members purchased the Defective
8 Vehicles, they relied on their reasonable expectation that the Vehicles did not pose an
9 unavoidable safety risk and on affirmative representations from Ford touting the quality
10 and safety of its vehicles. Had Ford timely disclosed to consumers the material fact that
11 the EPAS system was prone to sudden failure, Plaintiff and the other class members
12 would not have purchased or leased those vehicles, or would have paid substantially less
13 for the vehicles than they did.

14 8. Upon information and belief, Ford has long been aware that the EPAS
15 system installed in the Defective Vehicles is prone to sudden, premature failure. Ford
16 acquired exclusive knowledge of this issue as a result of pre-production testing, design
17 failure mode analysis, customer complaints made to dealers, complaints made directly to
18 Ford's Customer Relationship Center ("CRC"), and inquiries made to Ford's technical
19 hotline from technicians -- information that is exclusively in Ford's possession and
20 inaccessible to consumers. Indeed, internal communications regarding steering defects
21 in the EPAS system of the Ford Explorer reveal that Ford had long been aware of similar
22 problems with the EPAS system of the Defective Vehicles. For example, in a June 6,
23 2011 email, a Ford employee, Laura Napoli wrote:

24 Talked to the tech below and this loss of assist would always
25 occur in low speed parking lot maneuvers *similar to the Focus*
26 issue and had him check the HC BJB main feed and the 100a
27 fuse connections and the tech found the main battery feed
28 loose to high current battery junction box, he tightened the nut
 1 1/2 turns to torque it properly, road test now the vehicle is
 fixed.

1 (emphasis added)

2 9. In March 23, 2012, Mark Robinson of Ford wrote:

3 I need your help. You may have this information at your
4 fingertips. Can you tell if the EPAS ribbon cable concern on
5 the Fusion is linked to the Explorer U502 [Ford's Fifth
6 Generation Explorer]? This concern I believe was resolved at
7 the end of Nov. 2011 for the Fusion vehicle line. We are seeing
8 concerns on the Explorer U502 EPAS hard to turn
9 intermittently.

10 10. Hundreds of complaints post-dating Mr. Robinson's email – of which Ford
11 was well aware – reveal that the EPAS problems for the Fusion line were not resolved in
12 2011. Ford's callous responses to these complaints, described in more detail below,
13 reveal Ford's willful disregard for the EPAS system defects in the Defective Vehicles
14 and the safety risk created by this defective system.

15 11. Upon information and belief, Ford has intentionally concealed the fact that
16 the EPAS system is prone to sudden and premature failure, so that the warranty period
17 on the Defective Vehicles will expire before consumers become aware of the problem.
18 Upon information and belief, Ford has been aware of problems with the EPAS system in
19 the Fusion Vehicles since as early as 2010. Upon information and belief Ford knew that
20 any purported fix to the EPAS system of the Defective Vehicles was ineffective. Indeed,
21 Ford recently recalled other models with similarly defective EPAS systems. But, Ford
22 chose to conceal from NHTSA and its customers that the Defective Vehicles were
23 experiencing similar EPAS issues.

24 12. As a result of Ford's unfair, deceptive, and fraudulent business practices,
25 and its failure to disclose defects in the EPAS system, owners and lessees of the
26 Defective Vehicles have suffered losses in money or property for which Ford is
27 responsible.
28

JURISDICTION AND VENUE

13. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), because at least one member is of diverse citizenship from Ford, there are more than 100 class members nationwide, and the aggregate claims of the Class exceed \$5,000,000 exclusive of costs and interest.¹

14. This Court has personal jurisdiction over Ford because Ford's contacts with the State of California are systematic, continuous, and sufficient to subject it to personal jurisdiction in this Court. Specifically, Ford purposefully availed itself of the privilege of conducting business in the State of California by advertising and selling its manufactured vehicles (including the Defective Vehicles at issue) within the State of California. Additionally, Ford has maintained systematic and continuous business contacts within the State of California (including with its authorized dealers in the State) and is registered to conduct business in the State.

15. Venue is proper in this district under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred within this District, and because Plaintiff Philips is a resident of Royal Oaks, California, which is in this District.

Intradistrict Assignment

16. Consistent with Northern District of California Civil Local Rule 3-5(b), assignment to the San Jose Division is appropriate under Civil Local Rules 3-2(c) and 3-2(e), because acts giving rise to the claims at issue in this Complaint occurred, among other places, in this District, in Monterey County, California.

¹ The 2012 Ford Focus was the top-selling car in the world in 2012. For this model of Defective Vehicle alone, Ford sales totaled over 1,020,410 cars globally in a single year.

PARTIES

Plaintiffs

17. Plaintiff [REDACTED] is a citizen of California, and a resident of Royal Oaks, which is in Monterey County, California.

18. Plaintiff [REDACTED] owns a 2011 Ford Fusion, which he purchased from Salinas Valley Ford in late 2012. At the time Plaintiff [REDACTED] purchased the vehicle, it had approximately 26,000 miles on it.

19. When Plaintiff [REDACTED] purchased his 2011 Ford Fusion, he relied on a reasonable expectation that the vehicle's steering system would not suffer from premature failure and that it would not pose an unavoidable safety risk.

20. Plaintiff [REDACTED] reviewed Ford's promotional materials and other information, and had Ford disclosed its knowledge of the EPAS defects and failures, Plaintiff [REDACTED] would have seen such disclosures and would have been aware of them. Indeed, Ford's omissions were material to Plaintiff [REDACTED], and he would not have purchased his 2011 Ford Fusion, or would not have paid the purchase price charged had he known that the EPAS system was prone to a dangerous premature failure.

21. Induced by Ford's fraudulent concealment about the EPAS system, which left him without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff Philips purchased his 2011 Ford Fusion, not knowing that, as sold, it was defective.

22. In late 2013, Plaintiff [REDACTED] began having intermittent problems with the steering system in his Fusion, and he experienced difficulty steering. Plaintiff [REDACTED] complained to Ford, but nothing was done. Plaintiff [REDACTED] complained again, but he was told that it was a power steering problem that was not covered by the power train warranty. Instead, Plaintiff [REDACTED] was told that it would cost approximately \$2,000 to fix the problem. Ford offered to pay 50%.

1 23. Plaintiff [REDACTED] is a citizen of West Virginia, and a resident of
2 New Martinsville, which is in Wetzel County, West Virginia.

3 24. Plaintiff [REDACTED] owns a 2011 Ford Fusion, which he purchased on or about
4 March 15, 2011 from Jim Robinson Ford located in Wheeling, West Virginia.

5 25. When Plaintiff [REDACTED] purchased his 2011 Ford Fusion, he relied on a
6 reasonable expectation that the vehicle's steering system would not suffer from
7 premature failure and that it would not pose an unavoidable safety risk.

8 26. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
9 information, and had Ford disclosed its knowledge of the EPAS defects and failures,
10 Plaintiff [REDACTED] would have seen such disclosures and would have been aware of them.
11 Indeed, Ford's omissions were material to Plaintiff [REDACTED], and he would not have
12 purchased a 2011 Ford Fusion, or would not have paid the purchase price charged by
13 Ford had he known that the EPAS system was prone to a dangerous premature failure.

14 27. Induced by Ford's fraudulent concealment about the EPAS system, which
15 left him without knowledge of the conditions or the lack of value in a vehicle containing
16 such unremedied defects, Plaintiff [REDACTED] purchased his 2011 Ford Fusion, not knowing
17 that, as sold, it was defective.

18 28. Plaintiffs [REDACTED] and [REDACTED] are citizens of North Carolina,
19 and residents of Winston-Salem, which is in Forsyth County, North Carolina.

20 29. Plaintiffs [REDACTED] own a 2013 Ford Fusion, which they
21 purchased in or about November 2013 from Parkway Ford located in Winston-Salem,
22 North Carolina.

23 30. When Plaintiffs [REDACTED] and [REDACTED] purchased their 2013 Ford
24 Fusion, they relied on a reasonable expectation that the vehicle's steering system would
25 not suffer from premature failure and that it would not pose an unavoidable safety risk.

26 31. Plaintiffs [REDACTED] reviewed Ford's promotional materials
27 and other information, and had Ford disclosed its knowledge of the EPAS defects and
28

1 failures, Plaintiffs [REDACTED] would have seen such disclosures and
2 would have been aware of them. Indeed, Ford's omissions were material to Plaintiffs
3 [REDACTED], and they would not have purchased a 2013 Ford Fusion, or
4 would not have paid the purchase price charged by Ford had they known that the EPAS
5 system was prone to a dangerous premature failure.

6 32. Induced by Ford's fraudulent concealment about the EPAS system, which
7 left them without knowledge of the conditions or the lack of value in a vehicle
8 containing such unremedied defects, Plaintiffs [REDACTED] purchased
9 their 2013 Ford Fusion, not knowing that, as sold, it was defective.

10 33. Plaintiff [REDACTED] (hereinafter "PFP") is a North
11 Carolina corporation located in Mooresville, North Carolina.

12 34. Plaintiff [REDACTED] owns the following vehicles, which it purchased by and
13 through its President, Edward W. Cook, from Mooresville Ford located in Mooresville,
14 North Carolina:

- 15 a. 2012 Ford Focus, purchased in or about November 2011;
- 16 b. 2012 Ford Focus, purchased in or about November 2011; and
- 17 c. 2013 Ford Fusion, purchased in or about April 2013

18 35. When Plaintiff [REDACTED] purchased its 2012 Ford Focus and 2013 Ford Fusion
19 vehicles, it relied on a reasonable expectation that the vehicles' steering systems would
20 not suffer from premature failure and would not pose an unavoidable safety risk.

21 36. Plaintiff [REDACTED] reviewed Ford's promotional materials and other information,
22 and had Ford disclosed its knowledge of the EPAS defects and failures, Plaintiff [REDACTED]
23 would have seen such disclosures and would have been aware of them. Indeed, Ford's
24 omissions were material to Plaintiff [REDACTED], and it would not have purchased the 2012 Ford
25 Focus and 2013 Ford Fusion vehicles, or would not have paid the purchase price charged
26 by Ford had it known that the EPAS system was prone to a dangerous premature failure.

1 37. Induced by Ford's fraudulent concealment about the EPAS system, which
2 left it without knowledge of the conditions or the lack of value in a vehicle containing
3 such unremedied defects, Plaintiff [REDACTED] purchased the 2012 Ford Focus and 2013 Ford
4 Fusion vehicles, not knowing that, as sold, they were defective.

5 38. Plaintiff [REDACTED] is a citizen of West Virginia, and a resident of
6 Dunbar, which is in Kanawha County, West Virginia.

7 39. Plaintiff [REDACTED] owns a 2013 Ford Fusion, which he purchased on or
8 about December 7, 2013 from Marshall Ford Lincoln located in Mayfield Heights, Ohio.

9 40. When Plaintiff [REDACTED] purchased his 2013 Ford Fusion, he relied on a
10 reasonable expectation that the vehicle's steering system would not suffer from
11 premature failure and that it would not pose an unavoidable safety risk.

12 41. Plaintiff [REDACTED] reviewed Ford's promotional materials and other
13 information, and had Ford disclosed its knowledge of the EPAS defects and failures,
14 Plaintiff [REDACTED] would have seen such disclosures and would have been aware of
15 them. Indeed, Ford's omissions were material to Plaintiff [REDACTED], and he would not
16 have purchased a 2013 Ford Fusion, or would not have paid the purchase price charged
17 by Ford had he known that the EPAS system was prone to a dangerous premature
18 failure.

19 42. Induced by Ford's fraudulent concealment about the EPAS system, which
20 left him without knowledge of the conditions or the lack of value in a vehicle containing
21 such unremedied defects, Plaintiff [REDACTED] purchased his 2013 Ford Fusion, not
22 knowing that, as sold, it was defective.

23 **Defendant**

24 43. Defendant Ford Motor Company ("Ford") is a corporation organized and
25 existing under the laws of the State of Delaware, with its principal place of business at
26 One American Road in Dearborn, Michigan 48126. Ford is in the business of designing,
27 manufacturing, marketing, and distributing motor vehicles. Ford is one of the world's
28

1 largest such companies and its vehicles include those sold under the Ford, Lincoln, and
2 Mercury brands.

3 44. At all times relevant to this action, Ford designed, manufactured, marketed,
4 distributed, and warranted the Defective Vehicles in the State of California and
5 throughout the United States.

6 **TOLLING OF THE STATUTE OF LIMITATIONS**

7 **Discovery Rule Tolling**

8 45. Plaintiffs could not have discovered through the exercise of reasonable
9 diligence that their Defective Vehicles were defective within the time period of any
10 applicable statutes of limitation.

11 46. Among other things, Plaintiffs did not know and could not have known that
12 the Defective Vehicles are equipped with defective EPAS systems that are prone to
13 premature failure, resulting in markedly increased steering effort and loss of driver
14 control.

15 **Fraudulent Concealment Tolling**

16 47. Throughout the time period relevant to this action, Ford concealed from and
17 failed to disclose to Plaintiffs and the other Class members vital information about the
18 potentially deadly defect described herein. Indeed, Ford kept Plaintiffs and the other
19 Class members ignorant of vital information essential to the pursuit of their claims, and
20 as a result, neither Plaintiffs nor the other Class members could have discovered the
21 defects, even upon reasonable exercise of diligence.

22 48. Specifically, Ford has been aware since 2010, if not earlier, that the EPAS
23 system it designed, manufactured, and installed in the Defective Vehicles is prone to
24 sudden and premature failure, resulting in marked increases to steering effort and loss of
25 driver control.

26 49. Despite its knowledge of these defects, Ford failed to disclose to and
27 concealed, and continues to conceal, this critical information from Plaintiffs and the
28

1 members of the Class even though, at any point in time, it could have done so through
2 individual correspondence, media release, or any other means.

3 50. Ford also has repeatedly and expressly denied the existence of the defects in
4 the Defective Vehicles.² Indeed, Class Members have contacted Ford directly before or
5 after complaining to NHTSA regarding the sudden steering failure of their Defective
6 Vehicle. In most cases, Ford did not admit that it had received similar complaints or
7 acknowledged the incidents, accidents, injuries, or deaths that could have been caused
8 by the defect. Despite Ford's receipt of hundreds of complaints, Ford's customer service
9 department told consumers that the incident likely was a "fluke," and refused to provide
10 any aid or address the problem.

11 51. Plaintiffs and the other Class members justifiably relied on Ford to disclose
12 these material defects in the Ford Vehicles they purchased or leased, as such defects
13 were hidden and not discoverable through reasonable efforts by Plaintiffs and other
14 Class members.

15 52. Thus, the running of all applicable statutes of limitation have been
16 suspended with respect to any claims that Plaintiffs and the other Class members have
17 sustained as a result of the defects by virtue of the fraudulent concealment doctrine.

18 **Estoppel**

19 53. Ford was under a continuous duty to disclose to Plaintiffs and the other
20 Class members the true character, quality, and nature of the Defective Vehicles.

21 54. Ford knowingly failed to disclose or concealed the true nature, quality, and
22 character of the Defective Vehicles from consumers.

23 55. Based on the foregoing, Ford is estopped from relying on any statutes of
24 limitation in defense of this action.

25
26 ² Even with respect to the Ford Explorer, another vehicle with a similarly defective
27 EPAS system that Ford *did* recall at NHTSA's insistence, Steve Kenner -- Ford's global
28 director of automotive safety -- has acknowledged that the EPAS system is prone to fail,
but insists that loss of power steering "does not present an unreasonable safety risk."

FACTUAL BACKGROUND

56. Ford designed, manufactured, distributed, marketed, warranted, sold and leased the Defective Vehicles. Upon information and belief, Ford has sold, directly or indirectly through authorized dealers and other retail outlets, thousands of Defective Vehicles in California and nationwide.

57. The Defective Vehicles include the following models: 2010-2014 Ford Fusion; 2010-2014 Ford Fusion Hybrid; 2013-2014 Ford Fusion Energi; 2012-2014 Ford Focus; and 2012-2014 Ford Focus Electric.

58. Ford touted the safety and reliability of the Defective Vehicles, both by promoting the vehicles as safe as a general matter and by lauding the EPAS system specifically. Ford has made misleading public statements as to its general safety ratings for the Defective Vehicles. For example, Ford bragged about the fact that the "redesigned 2013 Ford Fusion" received the highest possible crash-test rating from the National Highway Traffic Safety Administration ("NHTSA"), achieving an overall rating of 5 stars. These communications, however, are misleading. Ford did not publicize that in a frontal-impact collision, front passenger protection for the 2013 Fusion was given 4 stars. Nor did it publicize that the 2013 Ford Fusion received a 3-star rating for side-impact collision driver protection. A NHTSA 3-star rating indicates that "side crash injury risk for this vehicle is average to greater than average."

59. Ford's communications with respect to the Defective Vehicles' EPAS system have been even more misleading. For example, in a marketing video about the Ford Focus, Ford touted the EPAS sensors as achieving steering "that feels just right" and "helps keep you planted and in control." To this day, Ford continues to promote the EPAS as automatically adjusting "to deliver precise feel and control at higher speeds," "the required assistance at slower speeds," and "a comfortable driving experience and responsive steering." The many problems customers have had with the Defective Vehicles' EPAS system contrasts sharply with these public statements. Ford has not

1 been forthcoming regarding problems with the EPAS system, including -- still
2 inadequate -- corrective actions it has made to the EPAS.

3 60. In addition to misleading statements about the safety and efficacy of the
4 EPAS system, Ford has also ignored, concealed, and failed to adequately address the
5 numerous complaints it has received regarding the Defective Vehicles' steering failures.
6 These complaints began almost immediately upon the release of each model of
7 Defective Vehicle.

8 61. Ford's response to complaints presented by customers and posted publicly
9 on automotive forums has been unsatisfactory. On one occasion, Ford responded to a
10 complaint by stating: "Intermittent issues can be very tough to diagnose, and the codes
11 that were stored may not have pointed to a specific cause. That could be why it needs to
12 be replicated. Be assured though, safety is always kept in mind with all concerns."

13 62. Customers have grown increasingly frustrated and questioned Ford's
14 commitment to safety. One Ford Focus owner wrote: "Educate me on EXACTLY how
15 SAFETY is a top priority when the code for power steering is being thrown, the tech's
16 are SEEING the code, but then sending the driver on their way because they can't
17 REPLICATE the issue . . . Educate me on how it is NOT a safety issue when said
18 person gets back out on the road, has a failure, and slams their car into a wall or another
19 car full of children . . . Please, EDUCATE me. I'm sure we ALL want to understand
20 your line of thinking here. Because those cars should NOT be hitting the road again
21 until the problem is SOLVED if safety was really a TOP PRIORITY."

22 63. Such customer frustration is appropriate. As described below, the EPAS
23 system has pervasive underlying defects that Ford is aware of based on its own internal
24 investigation, direct complaints it received regarding steering failures of the Defective
25 Vehicles, and numerous complaints submitted to NHTSA (discussed below). It
26 nonetheless has declined to publicly acknowledge the defects and failed to take adequate
27 and necessary steps to correct the defects.

EPAS System

64. Power steering systems supplement the torque that the driver applies to the steering wheel. Hydraulic power steering, used on the majority of cars from the last century, relies on pistons in the steering rack with pressurized fluid. A pump, which is powered by the vehicle's engine, maintains hydraulic fluid pressure. With a hydraulic system, the pump is always drawing energy from the engine, regardless of whether the driver of the vehicle is turning the wheel.

65. Ford's EPAS system does away with the conventional hydraulic pistons and pump. Instead, the EPAS system uses an electric, power steering control ("PSC") motor attached to the steering rack which assists with steering. Sensors in the EPAS system detect the position and torque of the steering column, and a computer module applies torque via the PSC motor.

66. Unlike a hydraulic power steering system that continuously drives a hydraulic pump, the efficiency advantage of an EPAS system (if it were properly designed and manufactured) is that it powers the PSC motor only when necessary. According to Ford, its EPAS system results in reduced vehicle fuel consumption compared to the same vehicle with a hydraulic power steering system. Moreover, Ford's EPAS system can be fine-tuned simply by modifying the software controlling the electronic control unit ("ECU"). This provides a unique and cost-effective opportunity to adjust the steering "feel" of the Defective Vehicles. For safety reasons, it is important that a failure in the electronics never result in a situation where the PSC motor prevents the driver from steering the vehicle. Unfortunately, however, that is not the case with Ford's Defective Vehicles.

67. Ford's EPAS system is prone to numerous deficiencies. *First*, the EPAS system's conformal coating is prone to seepage into the EPAS's ribbon cable that leads to loss of connections within the EPAS system. *Second*, the ribbon cable pins utilized in the EPAS system are often misaligned. This leads to the breakage of critical wiring and

1 the loss of connections within the EPAS system. *Third*, the EPAS system suffers from
2 manufacturing and/or design defects in the contact plating used in the EPAS system,
3 leading to its corrosion. This, too, causes an interruption in electrical connections within
4 the EPAS system. *Fourth*, the EPAS system's sensors do not function properly leading
5 to a lack of functionality and system failure. *Finally*, the EPAS system suffers from
6 defects in the gear assembly. These defects, individually and collectively, render the
7 EPAS System prone to failure, causing marked difficulty in steering of the car. This can
8 result in loss of driver control. It can and has caused injuries to occupants of the
9 Defective Vehicles. The defect further vitiates the value of the Defective Vehicles.

10 **Ford's Knowledge of Defects in EPAS System**

11 68. Upon information and belief, Ford has long been aware that the EPAS
12 system installed in the Defective Vehicles is prone to sudden failure. Ford has been
13 aware of problems with the EPAS system since it was first implemented into the Ford
14 Fusion in 2010.

15 69. Ford's knowledge of problems with the EPAS system in the Defective
16 Vehicles was revealed during the course of a NHTSA investigation into steering failures
17 experienced by the Ford Explorer, which suffers from a similarly defective EPAS
18 system.

19 70. On June 19, 2012, the NHTSA opened a formal investigation into the
20 steering issue in Ford Explorer vehicles in response to a plethora of complaints it had
21 received regarding the Ford Explorer. NHTSA stated as follows:

22 The Office of Defects Investigation (ODI) has received 15
23 complaints alleging loss of power steering assist and increased
24 steering effort in model year 2011 Ford Explorer vehicles
25 equipped with Electric Power Assisted Steering (EPAS). In
26 addition, ODI has identified field reports provided in Ford's
27 Early Warning Reporting data submissions that relate to the
28 alleged defect. Some of the complaints indicated observing a
power steering warning message when the failure occurred. In
some cases, the condition was corrected by turning the vehicle
off and restarting. However, some reports indicate the
condition returned after restart. A Preliminary Evaluation has

1 been opened to assess the cause, scope and frequency of the
2 alleged defect.³

3 71. In Ford's August 29, 2012 response to the NHTSA's Information Request,
4 Ford describes the operation, and purported failsafes, of the EPAS system:

5 The power steering control module (PSCM) is the electronic
6 control unit for the EPAS system. The PSCM monitors all
7 sensor inputs and High Speed CAN messages that relate to the
8 EPAS system and directly controls the output of the EPAS
9 motor. The PSCM is self-monitoring and is capable of setting
10 and storing DTCs. Depending on the fault detected, the PSCM
11 responds by either reducing or removing assist, and the PSCM
12 may also send a request to the instrument panel cluster over the
13 High Speed CAN displaying a message and alerting the driver
14 of a potential EPAS concern.

15 72. Ford further identified three quality issues with components of the EPAS
16 system -- all of which were manufactured by different suppliers before being shipped to
17 TRW Automotive for final assembly -- that could result in a loss of power steering
18 assist. The first quality issue involved the Ribbon Cable Conformal Coating where the
19 conformal coating was seeping into the insulation of the ribbon cable during the
20 manufacturing process. As Ford explained, if the coating seeped into the ribbon cable, it
21 could cause intermittent loss of connection. The second quality issue dealt with the
22 Ribbon Cable Pin. Ford detailed how a misalignment of the Ribbon Cable Pin due to
23 tolerances in the manufacturing equipment could cause one of 12 wires to misalign,
24 which, in turn, would cause one or more of the internal strands within the wire to break,
25 resulting in intermittent loss of connection. Finally, Ford revealed that the sulfur used in
26 the cleaning process for the Motor Relay Contact Plating could cause corrosion on the
27 contact surface, which, yet again, could cause a loss of connection.

28 73. In response to the NHTSA Information Request, Ford also produced a
 database containing 1,173 complaints (including owner reports, field reports, technical
 reports, litigation claims, and warranty information) pertaining to loss of power steering

³ As discussed below, NHTSA also has received a hundreds of complaints of steering failure for the Defective Vehicles.

1 assist on 2011 and 2012 Ford Explorers. Within those complaints, there were nine
2 incidents that resulted in a crash. Ford did not disclose or address any complaints for
3 other vehicles utilizing the defective EPAS System.

4 74. Ford's internal documents, produced, but not highlighted during NHTSA's
5 investigation, clearly demonstrate that the problems with the EPAS system are not
6 unique to Ford Explorers, but have also impacted the Defective Vehicles. The
7 documents further detail Ford's awareness of this fact. Indeed, in a June 6, 2011 email,
8 a Ford employee, Laura Napoli writes:

9 Talked to the tech below and this loss of assist would always
10 occur in low speed parking lot maneuvers *similar to the Focus*
11 issue and had him check the HC BJB main feed and the 100a
12 fuse connections and the tech found the main battery feed
13 loose to high current battery junction box, he tightened the nut
14 1 1/2 turns to torque it properly, road test now the vehicle is
15 fixed.

16 (emphasis added)

17 75. In March 23, 2012, Mark Robinson of Ford writes:

18 I need your help. You may have this information at your
19 fingertips. Can you tell if the EPAS ribbon cable concern on
20 the Fusion is linked to the Explorer U502 [Ford's Fifth
21 Generation Explorer]? This concern I believe was resolved at
22 the end of Nov. 2011 for the Fusion vehicle line. We are seeing
23 concerns on the Explorer U502 EPAS hard to turn
24 intermittently.

25 Although the concern was *not* resolved at the end of the November 2011 Fusion vehicle
26 line – as evidenced by continued complaints of power steering failures for later model
27 Fusion and Focus vehicles – Mr. Robinson's email indicates that Ford was well aware of
28 ribbon cable defects in early model Ford Fusions that caused power steering failures
similar to what it was observing in the Ford Explorer. *Notably, Ford has never recalled
the 2010 or 2011 Ford Fusion – or any other model of Defective Vehicle – and never
disclosed the problems to the customers, NHTSA, or the public.*

1 76. Other internal communications indicate that the engineers responsible for
2 the design of the EPAS system were very concerned about failures in Ford's power
3 steering system. For instance, in a January 21, 2011 e-mail, Robert Mrozek, Electronic
4 Power Steering Supervisor, wrote:

5 1) Why are we replacing these gears? How do you know it is
6 not a wiring issue? Do not replace an intermittent gear until we
7 know 100% for sure it is not wiring. Are these dealers nearby
8 where we can go there to look? 2) WARNING: The world will
9 shit a brick with 4 EPAS claims on U502 and our lives will be
10 hell. ALL these gears need root cause within 48 hours or less.

11 77. In response to Mrozek's scathing e-mail, Bradley Jackson states:

12 Rob, I agree. If the word gets out that gear replacements are
13 fixing the concern, we are in trouble. Need to deep dive these
14 gears when they come back.

15 78. Under pressure from NHTSA, Ford recently issued a recall of Ford
16 Explorers. Ford has publicly acknowledged that the Ford Explorer's EPAS is prone to
17 sudden failure and recently confirmed that it has been aware of the 15 accidents that
18 were caused by a loss of power steering in the Explorer. Ford's global director of
19 automotive safety, Steve Kenner, nonetheless publicly maintains "that loss of power
20 steering assist in the subject vehicles does not present an unreasonable safety risk for
21 these vehicles." Kenner predicates this statement on Ford's position that vehicles can
22 still be driven when the power steering fails. Ford, however, is lying to consumers and
23 the public.

24 79. Although the steering system in the Defective Vehicles defaults to manual
25 steering when the EPAS System fails, an unreasonable safety risk remains (both in the
26 Ford Explorer and in the Defective Vehicles), particularly when a vehicle is traveling at
27 high speeds or on unlevel terrain. The sudden shock of needing to immediately exert
28 great effort to control the vehicle makes the Defective Vehicles extremely susceptible to
accidents when EPAS fails. This is clear from complaints reported to NHTSA about
loss of control as a result of failure of the EPAS system. Moreover, failure of the EPAS

1 system also may disable the braking system. One West Virginia owner reported that she
2 rolled down a hill into a wooded area after the EPAS of her vehicle failed. In addition to
3 losing the ability to steer the vehicle, the braking system failed to engage and the owner
4 "lost complete control of the vehicle."

5 **NHTSA Receives a Tremendous Number of Complaints**

6 80. To date, NHTSA has received hundreds of complaints regarding power
7 steering failures of the Defective Vehicles. Complaints include, but are not limited to,
8 the following models: 110 complaints documenting sudden failure of power steering for
9 the 2010 Ford Fusion; 114 complaints documenting sudden failure of power steering for
10 the 2011 Ford Fusion; 102 complaints documenting sudden failure of power steering for
11 the 2012 Ford Fusion; 12 complaints documenting sudden failure of power steering for
12 the 2013 Ford Fusion; 4 complaints in the past several months documenting sudden
13 failure of power steering for the 2014 Ford Fusion; 62 complaints documenting sudden
14 failure of power steering for the 2012 Ford Focus; 15 complaints documenting sudden
15 failure of power steering for the 2013 Ford Focus; at least 8 complaints documenting
16 sudden failure of power steering for the 2014 Ford Focus, and approximately 18
17 complaints documenting sudden failure of power steering for the 2013 Ford Focus
18 Electric. These numbers continue to grow as consumers' complaints concerning power
19 steering failures for *all* models continue through the present. Complaints have been
20 lodged with NHTSA as recently as June 11, 2014.

21 81. A number of the incidents reported to NHTSA resulted in crashes and
22 personal injury. In many instances of steering failure, the vehicle owners or lessees also
23 reported the incident to Ford directly and was rebuffed, generally told that the incident
24 was a "fluke." A representative sampling of NHTSA complaints is detailed below.

25 82. On June 23, 2010, the owner of a 2010 Ford Fusion reported to NHTSA
26 that the steering pulled to the side and that he noticed steering failures since the vehicle
27 was first purchased.

1 83. On November 1, 2010 the owner of a 2010 Ford Fusion made the following
2 statements in a report to NHTSA:

3 I HAVE A BRAND NEW 2010 FORD FUSION THAT HAS
4 APPROXIMATELY 3000 MILES ON IT. I HAD A BAD
5 EXPERIENCE WHERE THE POWER STEERING
6 SUDDENLY STOPPED WORKING WHILE PULLING MY
7 CAR OUT OF A PARKING GARAGE. THE VEHICLE
8 CONSOLE DISPLAY SHOWED A 'POWER STEERING
9 ASSIST FAILURE' MESSAGE. I PULLED MY CAR OVER
10 TO THE SIDE WITH CONSIDERABLE EFFORT AND
11 SHUT THE IGNITION OFF. AFTER A FEW MINUTES
12 WAIT, I RESTARTED THE CAR AND EVERYTHING
13 WAS NORMAL. WITHIN A FEW MINUTES, A LESS
14 THAN A MILE TRAVELED, THE SAME FAILURE
15 OCCURRED AND THE SAME MESSAGE WAS
16 DISPLAYED WHILE IN A ROUND-ABOUT. I AGAIN
17 PULLED MY CAR OVER AND SHUT IT OFF. IT AGAIN
18 RESTARTED AND STEERED FINE AND I DROVE
19 IMMEDIATELY TO MY DEALERSHIP. THE
20 DEALERSHIP READ THE CODE, CLEARED IT AND
21 INFORMED ME THAT THEY COULD NOT GET THE
22 VEHICLE TO REPRODUCE THE PROBLEM. THIS IS A
23 VERY SCARY ISSUE AND NO COMPONENTS WERE
24 REPLACED.

25 84. On May 22, 2011, the driver of a 2010 Ford Fusion made the following
26 complaint to NHTSA:

27 CAR PULLS TO THE LEFT OR SOMETIMES RIGHT.
28 USUALLY WHEN TRAVELING AT LOWER SPEEDS THE
STEERING IS TERRIBLE, IT WANTS TO PULL THE
WHEEL HARD TO ONE SIDE, ALWAYS HAPPENS ON
UNEVEN ROAD SURFACE - SOMETIMES ON EVEN
ROADS - EVERY ONE OF MY OTHER CARS DRIVE
PERFECT ON THE SAME ROAD. TOOK MY COMPANY
CAR TO THE DEALER TO HAVE IT LOOKED AT - THEY
REPLACED ALL 4 TIRES AND DID AN ALIGNMENT -
CHARGED MY FLEET \$1,200 AND IT STILL DOES THE
SAME THING. SERVICE MANAGER SAID THAT IT IS A
CHARACTERISTIC OF THE CAR AND FORD WILL NOT
FIX IT - JUST LIVE WITH IT. PROBLEM IS I AM STUCK
WITH IT FOR ANOTHER YEAR AND A HALF.

 85. On December 11, 2012, a vehicle owner reported a crash in a 2010 Ford
Fusion. The Defective Vehicle lost power steering, traction control, and the ability to

1 brake upon entering a freeway on ramp. To stop the vehicle and avoid endangering
2 other drivers, the driver was "forced to crash into the concrete wall barrier on the
3 driver's side of the ramp." The driver and one other individual were injured.

4 86. On October 3, 2012, a vehicle owner reported a crash in a 2011 Ford
5 Fusion. The steering wheel seized while the owner was driving at 35 MPH, causing her
6 to crash into a curb. After the initial accident, the steering of the vehicle continued to
7 fail. The vehicle was taken to a Ford dealer three times, and the dealer refused to help
8 her because the failure could not be replicated. The vehicle owner notified Ford but
9 Ford was unwilling to offer assistance.

10 87. On March 3, 2014, NHTSA received a report of a power steering failure
11 concerning a 2010 Ford Fusion. The vehicle owner was driving home from work on the
12 interstate when the power steering failed. The power steering failed the next day. The
13 owner was told it would cost \$1,600 to repair. When the owner called Ford, Ford said
14 that it would not help the owner.

15 88. On December 23, 2010, an owner reported driving a 2010 Ford Fusion at 45
16 MPH when the power steering suddenly failed. The owner could hardly steer the car
17 and could not drive the vehicle to the side of the road. The owner stated that this was a
18 safety hazard that could cause a serious accident if someone was not strong enough to
19 handle the car. The owner noted that the owner's mechanic could not fix the issue and
20 informed NHTSA of plans to file a complaint with Ford but didn't "expect to hear back
21 from them."

22 89. On November 9, 2013, a vehicle owner reported driving a 2010 Ford
23 Fusion at approximately 40 MPH when the power steering failed. A Ford dealer
24 examined the EPAS and stated that the power steering rack would need to be replaced at
25 a cost of \$1,830.73. The owner felt this was "an absurd cost [to] have to incur because
26 [he or she] noticed many people have experienced something familiar in many cases."
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1 90. On November 30, 2014, a vehicle owner reporting nearly crashing a 2011
2 Ford Fusion while driving approximately 55 MPH and losing all steering ability when
3 the power steering failed.

4 91. On November 13, 2013, a gentleman driving approximately 55 MPH in his
5 2011 Ford Fusion reported sudden steering failure. He noted that "if this would have
6 happened to [his] wife, which is her car to drive, she wouldn't be able to steer the
7 vehicle." It "took [him] all [he] had to get it home. Not very confident on letting her
8 drive this car. Ford needs to resolve this problem."

9 92. On July 18, 2013, a vehicle owner reported sudden steering failure while
10 traveling at approximately 25 MPH. The vehicle became extremely difficult to steer.
11 The Ford Dealer would not attempt a repair or further diagnostics after the failure could
12 not be replicated, and Ford refused to address or acknowledge the issue when the owner
13 then contacted Ford.

14 93. On August 28, 2013, a woman reported sudden failure of power steering of
15 her 2011 Ford Fusion. The vehicle nearly hit another vehicle and she reported it took
16 every bit of her 120 pound body's strength to manually steer the vehicle into the parking
17 lot. This was the fourth occurrence. The dealer made some kind of repair to the EPAS
18 system, for which he charged her over \$1,600.

19 94. On August 18, 2013, an 84 year old woman reported sudden steering failure
20 of her 2012 Ford Fusion. She stated that it was next to impossible to steer. At the time
21 of the complaint, the dealer had not identified a problem.

22 95. On April 18, 2014, a vehicle owner of a 2013 Ford Fusion was driving
23 down a two-lane mountain road downhill with lots of curves when the power steering
24 warning light came on and the power steering suddenly failed. The owner could not
25 control the car and it had to be towed to a Ford dealer. The dealer believed the problem
26 was a faulty steering gear in the EPAS system and replaced the gear assembly.

1 96. On March 4, 2013, a vehicle owner driving a 2013 Ford Fusion suddenly
2 lost the ability to steer the car. A test drive by a service representative did not replicate
3 the occurrence.

4 97. On May 30, 2014, a vehicle owner reported multiple sudden losses of
5 steering in the owner's 2014 Ford Fusion. In the most severe instances, the vehicle
6 owner's son was driving the car on the expressway. After taking 3 days to diagnose the
7 situation, a dealer stated that Ford had changed from a hydraulic module to an electrical
8 module and the part was unavailable and on back order. The owner remains concerned
9 that the vehicle will remain defective even when the replacement module is
10 implemented. The vehicle owner is very concerned that "the steering wheel will lock up
11 and cause an accident and injure [the owner's] son or others."

12 98. In April of 2014, a vehicle owner of a 2014 Ford Fusion experienced a
13 sudden loss of power steering and traction control. A Ford dealer determined the power
14 steering needed to be replaced. The owner contacted Ford about the car, which was only
15 months old, and notified it of the failure, but the vehicle was not repaired by Ford.

16 99. On October 4, 2011, the owner of a brand new 2012 Ford Focus
17 experienced power steering failure when making a turn at low speed. The owner was
18 able, with great difficulty, to steer the vehicle to the side of the road. The owner was
19 very frustrated given that the car was brand new.

20 100. On November 7, 2011, an owner of a 2012 Ford Focus reported several
21 instances of sudden steering failure within 2 weeks of purchasing the car.

22 101. On January 20, 2012, an owner of a 2012 Ford Focus reported sudden
23 steering failure and found it extremely difficult to steer without assist. A tow truck
24 driver also had great difficulty steering the car to get it on the tow truck. Once at the
25 dealer, the power assist returned to function and the dealer could not replicate the issue.
26 Upon contacting Ford, the owner was told that the failure was likely a "Fluke," and Ford
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1 refused to offer any further solutions. The owner expressed frustration to NHTSA
2 because the owner "need[ed] help in getting this fixed."

3 102. In May of 2014, a vehicle owner reported four incidents of sudden steering
4 failure for a brand new 2014 Ford Focus. The owner was in a left turning lane which
5 crosses two sets of railroad tracks. In mid turn (while accelerating over the tracks), the
6 power steering suddenly failed. Similar failures occurred on three other occasions.

7 103. On March 5, 2013, an owner filed a complaint about two occurrences of
8 sudden loss of steering ability in a 2013 Ford Focus Electric. On the first occasion, the
9 vehicle function stopped abruptly. On the second occurrence, the driver also
10 experienced an abrupt stop as if the brakes were slammed forcibly. As a result, the
11 driver was thrown forward towards the steering wheel. In both situations, the driver was
12 unable to get the vehicle to a safe spot on the highway. The driver explained that impact
13 possibilities were "extremely likely" in both cases. Ford attempted a diagnosis on the
14 first occurrence but was unable to provide a fix. At the time of the complaint Ford was
15 to again analyze the vehicle as "a final attempt at repair."

16 104. The complaints set forth herein detail the extreme difficulty of controlling
17 the Defective Vehicles when power steering fails. They also illustrate Ford's
18 recalcitrance and refusal to acknowledge and correct these issues even when directly
19 confronted and in the face of hundreds of complaints. This is further clear based on
20 internal documents uncovered during NHTSA's investigation, which demonstrate that
21 Ford has known about problems with the EPAS system for years (likely since the 2010
22 Ford Fusion's inception).
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CLASS ACTION ALLEGATIONS

105. Plaintiffs bring this action as a class action under Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and all others similarly situated. Plaintiffs seek to represent a class (the "Nationwide Class") initially defined as:

All current and former owners and lessees of a Defective Vehicle (as defined herein) in the United States.

106. Additionally, Plaintiffs seek to represent the following statewide classes (the "Statewide Classes") defined as follows:

- a. All current and former owners and lessees of a Defective Vehicle (as defined herein) in California (the "California State Class");
- b. All current and former owners and lessees of a Defective Vehicle (as defined herein) in West Virginia (the "West Virginia State Class");
- c. All current and former owners and lessees of a Defective Vehicle (as defined herein) in North Carolina (the "North Carolina State Class");
- d. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Ohio (the "Ohio State Class").

107. Excluded from each of the Nationwide and Statewide Classes are Ford, as well as Ford's employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in this litigation, and the judge and court staff to whom this case is assigned. Plaintiffs reserve the right to amend the definition of the class if discovery or further investigation reveals that the class should be expanded or otherwise modified.

108. **Numerosity and impracticality of joinder.** The members of the Nationwide and Statewide Classes are so numerous that joinder of all members is

1 impractical. Millions of Nationwide and Statewide Class members purchased or leased
2 Defective Vehicles. The members of the Nationwide and Statewide Classes are easily
3 and readily identifiable from information and records in Ford's possession, custody, or
4 control.

5 109. **Commonality and predominance.** There are common questions of law
6 and fact that predominate over any questions affecting the individual members of the
7 Nationwide and Statewide Classes. Common legal and factual questions include, but are
8 not limited to:

- 9 a. whether Ford breached the duty of reasonable care it owed to
10 the Nationwide and Statewide Classes;
- 11 b. whether Ford's breach of its duties directly and proximately
12 caused the Nationwide and Statewide Classes' damages;
- 13 c. whether Ford omitted, misrepresented, concealed, or
14 manipulated material facts to/from Plaintiffs and the
15 Nationwide and Statewide Classes regarding the defects, the
16 actions taken to address the defects, and the result of those
17 actions;
- 18 d. whether Ford had a duty to disclose the defects to Plaintiffs and
19 the other Nationwide and Statewide Class members;
- 20 e. whether Ford engaged in fraud, fraudulent concealment, and
21 made fraudulent representations to the public;
- 22 f. whether Plaintiffs and the other Nationwide and Statewide
23 Class members are entitled to damages; and
- 24 g. whether Plaintiffs and the other Nationwide and Statewide
25 Class members are entitled to equitable relief or other relief,
26 and the nature of such relief.

1 110. **Typicality.** Plaintiffs' claims are typical of the claims of the other
2 Nationwide and Statewide Class members because Plaintiffs and the other Nationwide
3 and Statewide Class members purchased Defective Vehicles that contain defective parts.
4 Neither Plaintiffs nor the other Nationwide and Statewide Class members would have
5 purchased the Defective Vehicles had they known of the defects in the vehicles. Those
6 defects also pose an unreasonable risk of harm to Plaintiffs and the other Nationwide and
7 Statewide Class members. Plaintiffs and the other Nationwide and Statewide Class
8 members suffered damages as a direct proximate result of the same wrongful practices
9 that Ford engaged in. Plaintiffs' claims arise from the same practices and course of
10 conduct that give rise to the claims of the other Nationwide and Statewide Class
11 members. Plaintiffs' claims are based upon the same legal theories as the claims of the
12 other Nationwide and Statewide Class members.

13 111. **Adequacy.** Plaintiffs will fully and adequately protect the interests of the
14 other members of the Nationwide and Statewide Classes and have retained class counsel
15 who are experienced and qualified in prosecuting class actions, including consumer class
16 actions and other forms of complex litigation. Neither Plaintiffs nor their counsel have
17 interests that conflict with the interests of the other Nationwide and Statewide Class
18 members.

19 112. **Declaratory and Injunctive Relief.** Ford has acted or refused to act on
20 grounds generally applicable to Plaintiffs and the other members of the Nationwide and
21 Statewide Classes, thereby making appropriate final injunctive relief and declaratory
22 relief, as described below, with respect to the Nationwide and Statewide Class members
23 as a whole.

24 113. **Superiority.** A class action is superior to all other available methods for
25 the fair and efficient adjudication of this controversy because, among other things: it is
26 economically impracticable for members of the Nationwide and Statewide Classes to
27 prosecute individual actions; prosecution as a class action will eliminate the possibility
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1 of repetitious and redundant litigation; and, a class action will enable claims to be
2 handled in an orderly, and expeditious manner.

3 **CLAIMS FOR RELIEF**

4 **Claims Brought on Behalf of the Nationwide Class**

5 **FIRST CAUSE OF ACTION**

6 **Violation of the Magnuson-Moss Warranty Act**
7 **15 U.S.C. §§ 2301, *et seq.***
8 **(Brought on behalf of the Nationwide Class)**

9 114. All Plaintiffs ("Plaintiffs," for the purposes of the Nationwide Class's
10 claims) hereby incorporate by reference the allegations contained in Paragraphs 1
11 through 113 of this Complaint, as if fully set forth herein

12 115. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for
13 the purposes of this Count).

14 116. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301
15 by virtue of 28 U.S.C. § 1332 (a)-(d).

16 117. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss
17 Warranty Act, 15 U.S.C. § 2301(3).

18 118. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-
19 Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

20 119. The Defective Vehicles are "consumer products" within the meaning of the
21 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

22 120. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
23 damaged by the failure of a warrantor to comply with a written or implied warranty.

24 121. Ford's express warranties are written warranties within the meaning of the
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied
26 warranties are covered under 15 U.S.C. § 2301(7).

27 122. Ford breached these warranties as described in more detail above. Without
28 limitation, the Defective Vehicles share a common design defect in that they are

1 equipped with defective EPAS systems that are prone to sudden failure during normal
2 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious
3 injury, and death. Ford has admitted that these Defective Vehicles are prone to steering
4 failures but has failed to address the issue as a result of purported difficulty in
5 identifying and replicating the precise issues.

6 123. Plaintiffs and each of the other Class members have had sufficient direct
7 dealings with either Ford or its agents (dealerships) to establish privity of contract
8 between Ford, on the one hand, and Plaintiffs and each of the other Class members, on
9 the other hand. Nonetheless, privity is not required here because Plaintiffs and each of
10 the other Class members are intended third-party beneficiaries of contracts between Ford
11 and its dealers, and specifically, of Ford's implied warranties. The dealers were not
12 intended to be the ultimate consumers of the Defective Vehicles and have no rights
13 under the warranty agreements provided with the Defective Vehicles; the warranty
14 agreements were designed for and intended to benefit the consumers only. Finally,
15 privity is also not required because the Defective Vehicles are dangerous
16 instrumentalities due to the aforementioned defects and nonconformities.

17 124. Affording Ford a reasonable opportunity to cure its breach of written
18 warranties would be unnecessary and futile here. At the time of sale or lease of each
19 Defective Vehicle, Ford knew, should have known, or was reckless in not knowing of its
20 misrepresentations concerning the Defective Vehicles' inability to perform as warranted,
21 but nonetheless failed to rectify the situation and/or disclose the defective design. Ford
22 has continued to show its refusal to rectify the situation by recalling certain less
23 profitable vehicles to attempt to address defects in the EPAS system but not extending
24 the recall to the best-selling Defective Vehicles. Under the circumstances, the remedies
25 available under any informal settlement procedure would be inadequate and any
26 requirement that Plaintiffs resort to an informal dispute resolution procedure and/or
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1 afford Ford a reasonable opportunity to cure its breach of warranties is excused and
2 thereby deemed satisfied.

3 125. Plaintiffs and the other Class members would suffer economic hardship if
4 they returned their Defective Vehicles but did not receive the return of all payments
5 made by them. Because Ford is refusing to acknowledge any revocation of acceptance
6 and return immediately any payments made, Plaintiffs and the other Class members have
7 not re-accepted their Defective Vehicles by retaining them.

8 126. The amount in controversy of Plaintiffs' individual claims meets or exceeds
9 the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000,
10 exclusive of interest and costs, computed on the basis of all claims to be determined in
11 this lawsuit. Plaintiffs, individually and on behalf of the other Class members, seek all
12 damages permitted by law, including diminution in value of their vehicles, in an amount
13 to be proven at trial.

14 **SECOND CAUSE OF ACTION**
15 **Fraudulent Concealment**
16 **(Brought on behalf of the Nationwide Class)**

17 127. Plaintiffs hereby incorporate by reference the allegations contained in
18 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein

19 128. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for
20 purposes of this Count).

21 129. Ford intentionally concealed material facts from Plaintiffs, the other Class
22 members, the public, and NHTSA. Ford has actual knowledge that, because of the way
23 in which the EPAS system was designed and integrated into the Defective Vehicles, the
24 power steering can suddenly fail during normal operation, leaving occupants vulnerable
25 to crashes, serious injuries, and death

26 130. Ford knew that the Defective Vehicles were designed and manufactured
27 with EPAS system defects, but they concealed those material facts. Although the
28 Defective Vehicles contain material safety defects that Ford knew of, or should have

1 known of, at the time of distribution, Ford recklessly manufactured and distributed those
2 vehicles to consumers in the United States. Those consumers had no knowledge of the
3 defects.

4 131. Ford had a duty to disclose the facts to Plaintiffs, the other Class members,
5 the public, and NHTSA, but failed to do so.

6 132. Ford knew that Plaintiffs and the other Class members had no knowledge of
7 those facts and that neither Plaintiffs nor the other Class members had an equal
8 opportunity to discover the facts. Ford was in a position of superiority over Plaintiffs
9 and the other Class members. Indeed, Plaintiffs and the other Class members trusted
10 Ford not to sell or lease them vehicles that were defective or that violated federal law
11 governing motor vehicle safety.

12 133. By failing to disclose these material facts, Ford intended to induce Plaintiffs
13 and the other Class members to purchase or lease the Defective Vehicles.

14 134. Plaintiffs and the other Class members reasonably relied on Ford's
15 nondisclosure.

16 135. Plaintiffs and the other Class members would not have purchased or leased
17 the Defective Vehicles had they known of the EPAS system defect, or certainly would
18 not have paid as much as they did.

19 136. Ford reaped the benefit of the sales and leases of Defective Vehicles as a
20 result of its nondisclosure.

21 137. As a direct and proximate result of Ford's wrongful conduct, Plaintiffs and
22 the other Class members have suffered or will suffer damages, including the cost of
23 repairing or replacing the EPAS system in their vehicles to fully remedy the defects such
24 that the Defective Vehicles can be operated safely, and the diminished value of their
25 Defective Vehicles, as a result of the defects and Ford's wrongful conduct related to
26 same.

1 138. Ford's conduct was knowing, intentional, with malice, demonstrated a
2 complete lack of care, and was in reckless disregard for the rights of Plaintiffs and the
3 other Class members, such that punitive damages are appropriate.
4

5 **Claims Brought on Behalf of the Statewide Classes**

6 **Claims Brought on Behalf of the California State Class**

7 **THIRD CAUSE OF ACTION**

8 **Violation of the California Unfair Competition Law,**
9 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
10 **(Brought on behalf of the California State Class)**

11 139. Plaintiffs hereby incorporate by reference the allegations contained in
12 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

13 140. Plaintiff Philips brings this Count on behalf of the California State Class.

14 141. California Business and Professions Code § 17200 prohibits any "unlawful,
15 unfair, or fraudulent business act or practices."

16 142. Ford has violated the unlawful and unfair prongs of § 17200 because the
17 Defective Vehicles share a common design defect in that they are equipped with
18 defective EPAS systems that can suddenly fail during normal operation, leaving
19 occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death.

20 143. Ford failed to adequately disclose and remedy this issue.

21 144. Ford's conduct offends established public policy, as the harm Ford caused
22 to consumers greatly outweighs any benefits associated with those practices.

23 145. Plaintiff Philips and the other California State Class members have suffered
24 an injury in fact, including the loss of money or property, as a result of Ford's unfair,
25 unlawful, and/or deceptive practices.

26 146. Ford has violated the fraudulent prong of § 17200 because Ford
27 misrepresented the quality, safety, and reliability of the Defective Vehicles and
28 continues to misrepresent the quality, safety, and reliability of the Defective Vehicles.

1 147. Plaintiff Philips and the other California State Class members relied on the
2 misrepresentations and/or omissions of Ford with respect to the quality, safety, and
3 reliability of the Defective Vehicles. Plaintiff Philips and the other California State
4 Class members would not have purchased or leased their Defective Vehicles and/or paid
5 as much for them but for Ford's misrepresentations and/or omissions.

6 148. All of the wrongful conduct alleged herein occurred, and continues to
7 occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or
8 generalized course of conduct that is still perpetuated and repeated in the State of
9 California.

10 149. Plaintiff Philips, individually and on behalf of the other California State
11 Class members, requests that this Court enjoin Ford from continuing their unfair,
12 unlawful, and/or deceptive practices and to restore to Plaintiffs and the other Class
13 members any money acquired by unfair competition, including restitution and/or
14 restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal.
15 Civ. Code § 334.

16 **FOURTH CAUSE OF ACTION**
17 **Violation of the California False Advertising Law**
18 **Cal. Civil Code §§ 17500, *et seq.***
(Brought on behalf of the California State Class)

19 150. Plaintiffs hereby incorporate by reference the allegations contained in
20 Paragraphs 1 through 113 this Complaint, as if fully set forth herein.

21 151. Plaintiff Philips brings this Count on behalf of the California State Class.

22 152. California Business and Professions Code § 17500 states:

23 It is unlawful for any . . . corporation . . . with intent directly or
24 indirectly to dispose of real or personal property . . . to induce
25 the public to enter into any obligation relating thereto, to make
26 or disseminate or cause to be made or disseminated . . . from
27 this state before the public in any state, in any newspaper or
28 other publication, or any advertising device, . . . or in any other
manner or means whatever, including over the Internet, any
statement . . . which is untrue or misleading, and which is

known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

153. Through advertising, marketing, and other publications, Ford caused statements to be disseminated that were untrue or misleading, and that were known, or that by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including Plaintiff [REDACTED] and the other California State Class members.

154. Ford has violated § 17500 because its misrepresentations and omissions regarding the safety and reliability of its Defective Vehicles were material and likely to deceive a reasonable consumer.

155. Plaintiff [REDACTED] and the other California State Class members have suffered an injury in fact, including the loss of money or property, as a result of Ford's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Defective Vehicles, Plaintiff [REDACTED] and each of the other California State Class members relied on the misrepresentations and/or omissions of Ford with respect to the safety and reliability of the Defective Vehicles.

156. Ford's representations turned out to be false because the Defective Vehicles share a common design defect in that they are equipped with defective EPAS systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. Had Plaintiff [REDACTED] and the other California State Class members known this, they would not have purchased or leased their Defective Vehicles and/or paid as much for them.

157. Accordingly, Plaintiff [REDACTED] and the other California State Class members overpaid for their Defective Vehicles and did not receive the benefit of their bargain.

158. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated in the State of California.

1 159. Plaintiff [REDACTED] individually and on behalf of the other California State
2 Class members, request that this Court enjoin Ford from continuing its unfair, unlawful,
3 and/or deceptive practices and to restore to Plaintiff [REDACTED] and the other California
4 State Class members any money acquired by unfair competition, including restitution
5 and/or restitutionary disgorgement, and for such other relief as is appropriate.

6 **FIFTH CAUSE OF ACTION**
7 **Violation of the Song-Beverly Consumer Warranty Act**
8 **for Breach of Express Warranty**
9 **Cal. Civ. Code §§ 1790, *et seq.***
10 **(Brought on behalf of the California State Class)**

11 160. Plaintiffs hereby incorporate by reference the allegations contained in
12 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

13 161. Plaintiff [REDACTED] brings this Count on behalf of the California State Class.

14 162. Plaintiff [REDACTED] and the other California State Class members who
15 purchased their Defective Vehicles in California are “buyers” within the meaning of Cal.
16 Civ. Code § 1791.

17 163. The Defective Vehicles are “consumer goods” within the meaning of Cal.
18 Civ. Code § 1791(a).

19 164. Ford is a “manufacturer” of the Defective Vehicles within the meaning of
20 Cal. Civ. Code § 1791(j).

21 165. Plaintiff [REDACTED] and the other California State Class members bought/leased
22 new motor vehicles manufactured by Ford.

23 166. Ford made express warranties to Plaintiff [REDACTED] and the other California
24 State Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, in its
25 warranty, owner’s manual, and advertising, as described above.

26 167. The Defective Vehicles share a common design defect in that they are
27 equipped with defective EPAS systems that is prone to sudden failure during normal
28 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious
injury, and death.

1 168. The Defective Vehicles are covered by Ford's express warranties. The
2 defects described herein substantially impair the use, value, and safety of the Defective
3 Vehicles to reasonable consumers, including Plaintiff [REDACTED] and the other California
4 State Class members.

5 169. Ford was provided notice of these issues and defects by a letter dated June
6 25, 2014 to Ford on behalf of Plaintiff [REDACTED] and through numerous other complaints
7 filed against it, as well as internal knowledge derived from testing and internal expert
8 analysis.

9 170. Ford has had the opportunity to cure the defect in the Defective Vehicles
10 but it has chosen not to do so. Ford has had ample warning of the defect through various
11 complaints, filed both in court with the NHTSA and directly with Ford, and it has failed
12 to remedy the defect. Giving Ford a chance to cure the defect is not practicable in this
13 case and would serve only to delay this litigation, and thus is not necessary.

14 171. As a result of Ford's breach of its express warranties, Plaintiff [REDACTED] and
15 the other California State Class members received goods whose dangerous condition
16 substantially impairs their value to Plaintiff [REDACTED] and the other California State Class
17 members. Plaintiff [REDACTED] and the other Class members have been damaged as a result
18 of the diminished value of Ford's products, the products' malfunctioning, and the nonuse
19 of their Defective Vehicles.

20 172. Under California Civil Code, sections 1793.2 and 1794, Plaintiff [REDACTED]
21 and the other California State Class members are entitled to damages and other legal and
22 equitable relief including, at their election, the purchase price of their vehicles, or the
23 overpayment or diminution in value of their Class Vehicles.

24 173. Under California Civil Code, section 1794, Plaintiff [REDACTED] and the other
25 California State Class members are entitled to costs and attorneys' fees.

SIXTH CAUSE OF ACTION
Violation of the Song-Beverly Consumer Warranty Act
for Breach of Implied Warranty
Cal. Civ. Code §§ 1790 *et seq.*
(Brought on behalf of the California State Class)

174. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

175. Plaintiff [REDACTED] brings this Count on behalf of the California State Class.

176. Plaintiff [REDACTED] and the other California State Class members who purchased Defective Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

177. The Defective Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

178. Ford is a "manufacturer" of the Defective Vehicles within the meaning of Cal. Civ. Code § 1791(j).

179. Ford impliedly warranted to Plaintiff [REDACTED] and the other California State Class members that the Class Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Defective Vehicles do not have the quality that a buyer would reasonably expect.

180. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:

- (1) Pass without objection in the trade under the contract description.
- (2) Are fit for the ordinary purposes for which such goods are used.
- (3) Are adequately contained, packaged, and labeled.
- (4) Conform to the promises or affirmations of fact made on the container or label.

181. The Defective Vehicles would not pass without objection in the automotive trade because they share a common design defect in that they are equipped with

1 defective EPAS systems that can suddenly fail during normal operation, leaving
2 occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death.

3 182. Because of their defective EPAS systems, the Defective Vehicles are not
4 safe to drive and thus not fit for ordinary purposes.

5 183. The Defective Vehicles are not adequately labeled because the labeling fails
6 to disclose the defects described herein.

7 184. Ford breached the implied warranty of merchantability by manufacturing
8 and selling Defective Vehicles that are defective. Furthermore, this defect has caused
9 Plaintiff [REDACTED] and the other California State Class members to not receive the benefit
10 of their bargain and have caused the Defective Vehicles to depreciate in value.

11 185. Ford was provided notice of these issues and defects by a letter dated June
12 25, 2014 to Ford on behalf of Plaintiff [REDACTED] and through numerous other complaints
13 filed against it, as well as internal knowledge derived from testing and internal expert
14 analysis.

15 186. As a direct and proximate result of Ford's breach of the implied warranty of
16 merchantability, Plaintiff [REDACTED] and the other California State Class members received
17 goods whose dangerous condition substantially impairs their value to Plaintiff [REDACTED]
18 and the other California State Class members.

19 187. Plaintiff [REDACTED] and the other California State Class members have been
20 damaged as a result of the diminished value of Ford's products.

21 188. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff [REDACTED] and the
22 other California State Class members are entitled to damages and other legal and
23 equitable relief including, at their election, the purchase price of their Class Vehicles, or
24 the overpayment or diminution in value of their Defective Vehicles.

25 189. Pursuant to Cal. Civ. Code § 1794, Plaintiff [REDACTED] and the other California
26 State Class members are entitled to costs and attorneys' fees.

SEVENTH CAUSE OF ACTION
Violation of the California Consumer Legal Remedies Act
Cal. Civ. Code §§ 1750, *et seq.*
(Brought on behalf of the California State Class)

190. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

191. Plaintiff [REDACTED] brings this Count on behalf of the California State Class.

192. Plaintiff [REDACTED] and the other California State Class members were deceived by Ford's failure to disclose that the Defective Vehicles share a common design defect in that they are equipped with defective EPAS systems that can suddenly fail during normal operation, leaving occupants of the Class Vehicles vulnerable to crashes, serious injury, and death.

193. Ford engaged in unfair or deceptive acts or practices when, in the course of its business it, among other acts and practices:

- a. Knowingly made false representations as to the characteristics, uses and benefits of the Defective Vehicles;
- b. Represented that the Defective Vehicles were of a particular standard, quality, or grade, or that they were of a particular style or model, when it knew or should have known that they were of another; and
- c. Advertised the Defective Vehicles with intent not to sell them as advertised.

194. Ford failed to disclose material information concerning the Defective Vehicles, which information was known to it at the time of advertising and selling the Defective Vehicles, all of which was intended to induce consumers to purchase the Defective Vehicles.

195. Ford intended for Plaintiff [REDACTED] and the other California State Class members to rely on it to provide safe, adequately designed, and adequately manufactured

1 automobiles and to honestly and accurately reveal the problems described throughout
2 this Complaint.

3 196. Ford intentionally failed or refused to disclose the defect to consumers and,
4 instead, allowed consumers to believe the representations it had made about the Class
5 Vehicles.

6 197. Ford's conduct and deceptive omissions were intended to induce Plaintiff
7 [REDACTED] and the other California State Class members to believe that the Defective
8 Vehicles were safe, adequately designed, and adequately manufactured automobiles.

9 198. Ford's conduct constitutes unfair acts or practices as defined by the
10 California Consumer Legal Remedies Act (the "CLRA").

11 199. Plaintiff [REDACTED] and the other California State Class members have suffered
12 injury in fact and actual damages resulting from Ford's material omissions and
13 misrepresentations because they paid an inflated purchase price for the Defective
14 Vehicles. However, Plaintiff [REDACTED] and the other California State Class members
15 reserve any claim for damages under the CLRA and by this Complaint bring only an
16 action for injunctive relief under the CLRA pursuant to § 1782(d) of the Act.

17 200. Plaintiff [REDACTED] and the other California State Class members' injuries were
18 proximately caused by Ford's fraudulent and deceptive business practices. At this time,
19 Plaintiff only seeks injunctive relief under this cause of action. Under Section 1782, of
20 the CLRA, by letter dated June 26, 2014, Plaintiff notified Ford in writing of the
21 particular violations of Section 1770 of the CLRA and demanded that Ford rectify the
22 problems associated with the behavior detailed above, which acts and practices are in
23 violation of California Civil Code section 1770.

24 201. If Ford fails to adequately respond to Plaintiff's above-described demand
25 within thirty days of Plaintiff's notice, under California Civil Code section 1782(b),
26 Plaintiff will amend the Complaint to request damages and other relief permitted by
27 California Civil Code section 1780.

1 202. Ford's conduct described herein is fraudulent, wanton, and malicious.

2 203. Under California Civil Code, section 1782(d), Plaintiff [REDACTED] individually
3 and on behalf of the other California State Class members, seeks a Court order enjoining
4 the above-described wrongful acts and practices of Ford. Plaintiff [REDACTED] and the other
5 California State Class members reserve any claim for restitution, disgorgement, or
6 damages under the CLRA under Section 1782(d) of the Act.

7 204. Plaintiff will file a Declaration of Venue in accordance with California
8 Civil Code section 1780(d).

9 **Claims Brought on Behalf of the West Virginia State Class**

10 **EIGHTH CAUSE OF ACTION**

11 **Breach of Express Warranty**

12 **W. Va. Code § 46-2-213**

13 **(Brought on behalf of the West Virginia State Class)**

14 205. Plaintiffs hereby incorporate by reference the allegations contained in
15 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

16 206. Plaintiff [REDACTED] Clay Cecil brings this Count on behalf of the West Virginia
17 State Class.

18 207. Ford is and was at all relevant times a seller of motor vehicles under W. Va.
19 Code § 46-2-313, and is also a "merchant" as the term is used under West Virginia law.

20 208. In the course of selling the Defective Vehicles, Ford expressly warranted to
21 repair and adjust to correct defects in materials and workmanship of any part supplied by
22 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
23 Defective Vehicles' materials and workmanship defects.

24 209. These warranties were made, *inter alia*, in advertisements and in uniform
25 statements provided by Ford to be made by salespeople. These affirmations and
26 promises were part of the basis of the bargain between Ford, on the one hand, and
27 Plaintiffs and the other Class members, on the other hand.

1 210. Ford did not provide at the time of sale, and has not provided since then,
2 Defective Vehicles conforming to these express warranties.

3 211. Furthermore, the limited warranty of repair and/or adjustments to defective
4 parts fails in its essential purpose because the contractual remedy is insufficient to make
5 the Plaintiffs and the other Class members whole.

6 212. Accordingly, recovery by Plaintiffs and the other Class members is not
7 limited to the limited warranty of repair or adjustments to parts defective in materials or
8 workmanship, and Plaintiffs, individually and on behalf of the other Class members,
9 seek all remedies as allowed by law.

10 213. Moreover, as alleged in more detail herein, at the time that Ford warranted
11 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
12 the warranties and were inherently defective, and Ford wrongfully and fraudulently
13 misrepresented and/or concealed material facts regarding the Defective Vehicles.

14 214. Plaintiffs and the other Class members were therefore induced to purchase
15 the Defective Vehicles under false and/or fraudulent pretenses.

16 215. Moreover, many of the damages flowing from the Defective Vehicles
17 cannot be resolved through the limited remedy of "replacement or adjustments," as those
18 incidental and consequential damages have already been suffered due to Ford's conduct
19 as alleged herein, and due to their failure and/or continued failure to provide such
20 limited remedy within a reasonable time, and any limitation on Plaintiffs' and the other
21 Class members' remedies would be insufficient to make Plaintiffs and the other Class
22 members whole.

23 216. Ford was provided notice of these issues and defects through numerous
24 complaints filed against it, as well as internal knowledge derived from testing and
25 internal expert analysis.

217. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs and the other Class members have been damaged in an amount to be determined at trial.

218. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs, individually and on behalf of the other Class members, assert as an additional and/or alternative remedy, as set forth under West Virginia law, for a revocation of acceptance of the goods, and for a return to Plaintiffs and to the other Class members the purchase price of all Defective Vehicles currently owned.

NINTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability
W. Va. Code § 46-2-314
(Brought on behalf of the West Virginia State Class)

219. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

220. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia State Class.

221. Ford is and was at all relevant times a seller of motor vehicles under W. Va. Code § 46-2-314, and is also a "merchant" as the term is used under West Virginia law.

222. A warranty that the Defective Vehicles were in merchantable condition was implied by law in the instant transaction, pursuant to W. Va. Code § 46-2-314.

223. These Defective Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Defective Vehicles are equipped with defective EPAS systems, resulting in sudden and unexpected loss of power steering events during which the driver must exert markedly increased steering effort to control the vehicle.

224. Ford was provided notice of these issues and defects through numerous complaints filed against it, reports by NHTSA and other governmental agencies, as well as internal knowledge derived from testing and internal expert analysis.

1 225. Plaintiffs and the other Class members have had sufficient dealings with
2 either Ford or its agents (dealerships) to establish privity of contract between Ford, on
3 the one hand, and Plaintiffs and the other Class members, on the other hand.
4 Notwithstanding, privity is not required in this case for Plaintiffs and the other Class
5 members pursuant to West Virginia law. Moreover, privity is also not required in this
6 case because Plaintiffs and the other Class members are intended third-party
7 beneficiaries of contracts between Ford and its dealers; specifically, they are the
8 intended beneficiaries of Ford's implied warranties. The dealers were not intended to be
9 the ultimate consumers of the Defective Vehicles and have no rights under the warranty
10 agreements provided with the Defective Vehicles; the warranty agreements were
11 designed for and intended to benefit the ultimate consumers only. Finally, privity is also
12 not required because Plaintiffs' and Class members' Defective Vehicles are dangerous
13 instrumentalities due to the aforementioned defects and nonconformities.

14 226. As a direct and proximate result of Ford's breach of the warranties of
15 merchantability, Plaintiffs and the other Class members have been damaged in an
16 amount to be proven at trial.

17 227. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs,
18 individually and on behalf of the other Class members, assert as an additional and/or
19 alternative remedy, as set forth under West Virginia law, for a revocation of acceptance
20 of the goods, and for a return to Plaintiffs and to the other Class members the purchase
21 price of all Defective Vehicles currently owned.

22 **TENTH CAUSE OF ACTION**
23 **Fraudulent Concealment**
24 **(Brought on behalf of the West Virginia State Class)**

25 228. Plaintiffs hereby incorporate by reference the allegations contained in
26 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

27 229. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia
28 State Class.

1 230. Ford intentionally concealed the defect and above-described material safety
2 information, or acted with reckless disregard for the truth, and denied Plaintiffs and the
3 other Class members information that is highly relevant to their purchasing and/or
4 leasing decision concerning the Defective Vehicles.

5 231. Through advertisements and other forms of communication, Ford
6 represented that the Defective Vehicles had no significant defects and would perform
7 and operate properly when driven in normal usage.

8 232. Ford knew these representations were false when made.

9 233. Plaintiffs and the other Class members were unaware that Ford's
10 representations were false.

11 234. The Defective Vehicles purchased or leased by Plaintiffs and the other
12 Class members were, in fact, defective, unsafe, and unreliable, because the Defective
13 Vehicles are equipped with defective EPAS systems, resulting in sudden and unexpected
14 loss of power steering events during which the driver must exert markedly increased
15 steering effort to control the vehicle.

16 235. Plaintiffs and the other Class members reasonably relied upon Ford to
17 disclose the defects in the Defective Vehicles they purchased, as was their right.

18 236. The aforementioned concealment was material because if it had been
19 disclosed Plaintiffs and the other Class members would not have bought or leased the
20 Defective Vehicles.

21 237. The aforementioned representations, omissions, and concealment were
22 material because they were facts that would typically be relied on by a person
23 purchasing or leasing a new motor vehicle.

24 238. As a proximate result of Ford's conduct, Plaintiffs and the other Class
25 members have been injured in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION
Fraud by Omission
(Brought on behalf of the West Virginia State Class)

239. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

240. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia State Class.

241. Ford was aware of the defects and above-described material safety information as early as 2010.

242. Ford, as a manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiffs, and other class members.

243. Ford omitted from Plaintiffs and the other Class members the known safety-related defects and material safety information.

244. Plaintiffs reasonably relied on Ford to perform its duty to disclose the known safety-related defects and material safety information.

245. The existence of the safety-related defect and material safety information was material to the Plaintiffs and other Class members because, had they known of the safety-related defect and material safety information, they would not have purchased the Defective Vehicles.

246. As a direct and proximate result of Ford's omission, Plaintiffs and other Class members purchased Defective Vehicles with the EPAS system defect described herein that they either paid too much for or would not have purchased if the defect had been disclosed to them and therefore have incurred damages in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION
Violation of the West Virginia Consumer Credit and Protection Act
W. Va. Code § 46A-6-101 *et seq.*
(Brought on behalf of the West Virginia State Class)

247. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

248. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia State Class.

249. Plaintiffs are "consumers" under the West Virginia Consumer Credit and Protection Act ("WVCCPA"), W. Va. Code § 46A-6-102(2). The sale and/or lease transactions resulting in Plaintiffs' acquisition of Defective Vehicles are "consumer transactions" under the same section. Such transactions, and Ford's conduct described hereinabove and below, occurred in "trade" or "commerce" as defined in W. Va. Code § 46A-6-102(6).

250. Ford engaged in deceptive and misleading trade practices when, in the course of its business it, among other acts and practices:

- a. Knowingly made false representations as to the characteristics, uses and benefits of the Defective Vehicles;
- b. Represented that the Defective Vehicles were of a particular standard, quality, or grade, or that they were of a particular style or model, when it knew or should have known that they were of another;
- c. Advertised Defective Vehicles with intent not to sell them as advertised;
- d. Advertised or otherwise represented that Defective Vehicles were warranted when, under normal conditions, the warranties could not be practically fulfilled or which were for such a period of time or were otherwise of such a nature as to have had the capacity and the tendency to mislead purchasers or prospective purchasers into believing that the

1 Defective Vehicles had a greater degree of quality, safety, and reliability
2 than was true in fact; and

3 e. Failed to disclose material information concerning Defective
4 Vehicles, which information was known to it at the time of advertising and
5 selling Defective Vehicles, all of which was intended to induce consumers
6 to purchase Defective Vehicles.

7 251. Thus, Ford's conduct constitutes "[u]nfair methods of competition and
8 unfair or deceptive acts or practices," declared unlawful in W. Va. Code § 46A-6-104.

9 252. Ford's conduct significantly impacts the public as actual or potential
10 consumers of Defective Vehicles because, upon information and belief, and as will be
11 borne out through discovery, Ford sold thousands of Defective Vehicles throughout
12 West Virginia, the consumers who purchased the vehicles were unsophisticated, the
13 consumers who purchased the vehicles had no bargaining power, and the defects in the
14 Defective Vehicles have impacted consumers and have significant potential to do so in
15 the future.

16 253. Additionally, this is a matter of public concern and the state has a strong
17 interest in protecting purchasers from the conduct in which Ford engaged.

18 254. Plaintiffs and the other Class members suffered injury, including
19 ascertainable losses of money or property (that is, by being induced to purchase and/or
20 overpay for goods on the basis of misrepresentations and omissions of material facts,
21 and diminution in value of such goods insofar as defective vehicles are less valuable
22 than defect-free vehicles), as a result of Ford's deceptive trade practices. As a result,
23 Plaintiffs and the other Class members are entitled to relief under the WVCCPA. W.
24 Va. Code § 46A-6-106(a).

25 255. Ford is on notice of the claims against it and of the misconduct alleged, as
26 set forth in more detail above. Therefore, all pre-suit notice requirements under W. Va.
27 Code § 46A-6-106 have been satisfied.
28

THIRTEENTH CAUSE OF ACTION

Negligence

(Brought on behalf of the West Virginia State Class)

256. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

257. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia State Class.

258. Plaintiffs and the other Class members are the owners of Defective Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed in the stream of commerce by Ford.

259. Ford had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiffs and the other Class members. Ford breached its duty to Plaintiffs and the other Class members because it was negligent in the design, development, manufacture, and testing of the Defective Vehicles.

260. Ford was negligent in its design, development, manufacture, and testing of the Defective Vehicles because it knew, or in the exercise of reasonable care should have known, that the Defective Vehicles are equipped with defective EPAS systems, resulting in sudden and unexpected loss of power steering events during which the driver must exert markedly increased steering effort to control the vehicle.

261. Ford negligently failed to adequately warn and instruct Plaintiffs and the other Class members of the defective nature of the Defective Vehicles and of the high degree of risk attendant to using them.

262. Ford further breached its duties to Plaintiffs and the other Class members by supplying Defective Vehicles directly and/or through a third person to be used by foreseeable persons such as Plaintiffs and the other Class members when:

- a. Ford knew or had reason to know, that the Defective Vehicles were dangerous or were likely to be dangerous for the use for which they were supplied; and
- b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Defective Vehicles are likely to be dangerous.

263. As a result of Ford's negligence, Plaintiffs and the other Class members suffered damages.

FOURTEENTH CAUSE OF ACTION
Negligent Misrepresentation
(Brought on behalf of the West Virginia State Class)

264. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

265. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia State Class.

266. Ford was aware of the defects and above-described material safety information as early as 2010.

267. Ford, as manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiffs, and other class members.

268. Notwithstanding this duty, and in violation thereof, Ford negligently failed to disclose to and warn Plaintiffs and the other Class members, and concealed and misrepresented the truth, about the significant defects which posed a clear, substantial and unreasonable risk of incidents, accidents, injuries and death.

269. Because Plaintiffs and the other Class members did not have an equal opportunity to discover such truth about the Defective Vehicles, Plaintiffs and the other Class members purchased the Defective Vehicles in the reasonable, but, unbeknownst to

1 them, false belief they were fit for use, merchantable, and reasonably safe for their
2 intended purposes.

3 270. The existence of the defects and material safety information was material to
4 the Plaintiffs and other Class members because, had they known of the defects and
5 material safety information, they would not have purchased the Defective Vehicles.

6 271. As a direct and proximate result of Ford's negligent failure to disclose and
7 warn and its concealment and misrepresentation of such facts, Plaintiffs and other Class
8 members purchased Defective Vehicles with the EPAS system defect described herein
9 that they either paid too much for or would not have purchased if the defect had been
10 disclosed to them and therefore have incurred damages in an amount to be proven at
11 trial.

12 **FIFTEENTH CAUSE OF ACTION**
13 **Strict Product Liability**
14 **(Brought on behalf of the West Virginia State Class)**

15 272. Plaintiffs hereby incorporate by reference the allegations contained in
16 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

17 273. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia
18 State Class.

19 274. Ford was at all relevant times engaged in the business of designing,
20 manufacturing, assembling, distributing, and otherwise placing in the stream of
21 commerce the Defective Vehicles to be used by members of the general public,
22 including Plaintiffs and the other members of the Class.

23 275. Ford intended that the Defective Vehicles be used by Plaintiffs and the
24 other members of the Class as safe and reliable means of transportation.

25 276. At all times herein, Ford knew that the Defective Vehicles would be
26 purchased by members of the public, including Plaintiffs and the other members of the
27 Class, without inspection for defects.

1 277. At all relevant times herein, Ford knew that the Defective Vehicles were not
2 fit for their intended use because they are equipped with defective EPAS systems,
3 resulting in sudden and unexpected loss of power steering events during which the driver
4 must exert markedly increased steering effort to control the vehicle.

5 278. Ford designed, manufactured, assembled, distributed, and sold the
6 Defective Vehicles in this defective condition making them unreasonably dangerous to
7 users and consumers or to their property.

8 279. The Defective Vehicles are equipped with defective EPAS systems,
9 resulting in sudden and unexpected loss of power steering events during which the driver
10 must exert markedly increased steering effort to control the vehicle, at the time they
11 were sold by Ford and were intended to and did reach Plaintiffs and the other members
12 of the Class in substantially the same condition as they were when they were
13 manufactured, sold, and left the control of Ford.

14 280. Knowing the Defective Vehicles contained the defect described herein and
15 were therefore dangerous and not safe for their intended use, Ford, in willful and
16 conscious disregard for the safety of the public, including Plaintiffs and the other
17 members of the Class, placed them on the market and omitted the information
18 concerning the defect from customers or the unknowing public, including Plaintiffs and
19 the other members of the Class.

20 281. As a direct and proximate result of the defective and unreasonably
21 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiffs and the other
22 members of the Class have suffered damages.

23 **SIXTEENTH CAUSE OF ACTION**

24 **Unjust Enrichment**

25 **(Brought on behalf of the West Virginia State Class)**

26 282. Plaintiffs hereby incorporate by reference the allegations contained in
27 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
28

1 283. Plaintiff [REDACTED] brings this Count on behalf of the West Virginia
2 State Class.

3 284. Ford had knowledge of the safety defect in the Defective Vehicles, which it
4 omitted from Plaintiffs and the other Class members.

5 285. As a result of its wrongful and fraudulent acts and omissions, as set forth
6 above, pertaining to the design defect of the Defective Vehicles and the concealment of
7 the defect, Ford charged a higher price for the Defective Vehicles than the vehicles' true
8 value, and Ford obtained monies that rightfully belong to Plaintiffs and the other Class
9 members.

10 286. Ford accepted and retained the non-gratuitous benefits conferred by
11 Plaintiffs and the other Class members, who without knowledge of the safety defect paid
12 a higher price for Defective Vehicles that actually had lower values. It would be
13 inequitable and unjust for Ford to retain these wrongfully obtained profits.

14 287. Plaintiffs and the other Class members are therefore entitled to restitution in
15 an amount to be determined at trial.

16 **Claims Brought on Behalf of the North Carolina State Class**

17 **SEVENTEENTH CAUSE OF ACTION**

18 **Breach of Express Warranty**

19 **N.C. Gen. Stat. § 25-2-313**

20 **(Brought on behalf of the North Carolina State Class)**

21 288. Plaintiffs hereby incorporate by reference the allegations contained in
22 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

23 289. Plaintiffs [REDACTED]
24 LLC bring this Count on behalf of the North Carolina State Class.

25 290. Ford is and was at all relevant times a seller with respect to motor vehicles.

26 291. In the course of selling the Ford Vehicles, Ford expressly warranted to
27 repair and adjust to correct defects in materials and workmanship of any part supplied by
28

1 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
2 Defective Vehicles' materials and workmanship defects.

3 292. Ford expressly warranted through statements and advertisements that the
4 Defective Vehicles were of high quality, and at a minimum, would actually work
5 properly and safely.

6 293. These warranties were made, *inter alia*, in advertisements and in uniform
7 statements provided by Ford to be made by salespeople. These affirmations and
8 promises were part of the basis of the bargain between Ford, on the one hand, and
9 Plaintiffs and the other Class members, on the other hand.

10 294. Ford did not provide at the time of sale, and has not provided since then,
11 Defective Vehicles conforming to these express warranties.

12 295. Furthermore, the limited warranty of repair and/or adjustments to defective
13 parts fails in its essential purpose because the contractual remedy is insufficient to make
14 the Plaintiffs and the other Class members whole.

15 296. Accordingly, recovery by Plaintiffs and the other Class members is not
16 limited to the limited warranty of repair or adjustments to parts defective in materials or
17 workmanship, and Plaintiffs, individually and on behalf of the other Class members,
18 seek all remedies as allowed by law.

19 297. Moreover, as alleged in more detail herein, at the time that Ford warranted
20 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
21 the warranties and were inherently defective, and Ford wrongfully and fraudulently
22 misrepresented and/or concealed material facts regarding the Defective Vehicles.

23 298. Plaintiffs and the other Class members were therefore induced to purchase
24 the Defective Vehicles under false and/or fraudulent pretenses.

25 299. Moreover, many of the damages flowing from the Defective Vehicles
26 cannot be resolved through the limited remedy of "replacement or adjustments," as those
27 incidental and consequential damages have already been suffered due to Ford's conduct
28

1 as alleged herein, and due to their failure and/or continued failure to provide such
2 limited remedy within a reasonable time, and any limitation on Plaintiffs' and the other
3 Class members' remedies would be insufficient to make Plaintiffs and the other Class
4 members whole.

5 300. Ford was provided notice of these issues and defects through numerous
6 complaints filed against it, as well as internal knowledge derived from testing and
7 internal expert analysis.

8 301. As a direct and proximate result of Ford's breach of express warranties,
9 Plaintiffs and the other Class members have been damaged in an amount to be
10 determined at trial.

11
12 **EIGHTEENTH CAUSE OF ACTION**
13 **Breach of Implied Warranty of Merchantability**
14 **N.C. Gen. Stat. § 25-2-314**
15 **(Brought on behalf of the North Carolina State Class)**

16 302. Plaintiffs hereby incorporate by reference the allegations contained in
17 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

18 303. Plaintiffs [REDACTED] and [REDACTED]
19 LLC bring this Count on behalf of the North Carolina State Class.

20 304. Ford is and was at all relevant times a merchant with respect to motor
21 vehicles under N.C. Gen. Stat. § 25-2-314.

22 305. Pursuant to N.C. Gen. Stat. § 25-2-314, a warranty that the Defective
23 Vehicles were in merchantable condition was implied by law, and the Defective
24 Vehicles were bought and sold subject to an implied warranty of merchantability.

25 306. The Defective Vehicles did not comply with the implied warranty of
26 merchantability as, at the time of sale and at all times thereafter, they were defective and
27 not in merchantable condition and not fit for the ordinary purpose for which vehicles are
28 used. Specifically, the Defective Vehicles are equipped with defective EPAS systems,

1 resulting in sudden and unexpected loss of power steering events during which the driver
2 must exert markedly increased steering effort to control the vehicle.

3 307. Ford was and is aware that the Defective Vehicles are prone to sudden and
4 unexpected loss of power steering and that such defect has numerous causes. In
5 addition, and most significantly, regardless of the cause of these admittedly foreseeable
6 events, the Defective Vehicles share a common design defect in that they are equipped
7 with defective EPAS systems, resulting in sudden and unexpected loss of power steering
8 events during which the driver must exert markedly increased steering effort to control
9 the vehicle.

10 308. Ford was provided notice of these issues and defects through numerous
11 complaints filed against it, as well as internal knowledge derived from testing and
12 internal expert analysis.

13 309. Plaintiffs and the other Class members suffered injuries due to the defective
14 nature of the Defective Vehicles and Ford's breach of the warranty of merchantability.

15 310. As a direct and proximate result of Ford's breach of the warranties of
16 merchantability, Plaintiffs and the other Class members have been damaged in an
17 amount to be proven at trial.

18 **NINETEENTH CAUSE OF ACTION**

19 **Violation of the North Carolina Unfair and Deceptive Trade Practices Act**
20 **N.C. Gen. Stat. § 75-1.1 *et seq.***

21 **(Brought on behalf of the North Carolina State Class)**

22 311. Plaintiffs hereby incorporate by reference the allegations contained in
23 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

24 312. Plaintiffs [REDACTED],

25 [REDACTED] bring this Count on behalf of the North Carolina State Class.

26 313. Ford's unfair trade practices as described above were in and affecting trade
27 or commerce.
28

1 314. Ford's violations of the Act as set forth above proximately caused actual
2 damage to Plaintiffs and the other Class members.

3 315. Ford's unfair trade practices were likely to and did in fact deceive
4 reasonable consumers, including Plaintiffs and the other Class members, about the true
5 safety and reliability of the Defective Vehicles.

6 316. Plaintiffs and the other Class members risk irreparable injury as a result of
7 Ford's acts and omissions in violation of the Act, and these violations present a
8 continuing risk to Plaintiffs and the other Class members as well as to the general public.

9 317. Pursuant to N.C. Gen. Stat. § 75-1.1 *et seq.*, Plaintiffs, individually and on
10 behalf of the other Class members, seek monetary relief against Ford.

11 318. Ford acted with willful and conscious disregard of the rights and safety of
12 others, subjecting Plaintiffs and the other Class members to cruel and unjust hardship as
13 a result, such that an award of punitive damages is appropriate.

14 319. Plaintiffs, individually and on behalf of the other Class members, further
15 seek an order enjoining Ford's unfair or deceptive acts or practices, and awarding
16 restitution, treble damages, punitive damages, attorney's fees, and any other just and
17 proper relief available under the Act.

18 **TWENTIETH CAUSE OF ACTION**

19 **Fraud by Concealment**

20 **(Brought on behalf of the North Carolina State Class)**

21 320. Plaintiffs hereby incorporate by reference the allegations contained in
22 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

23 321. Plaintiffs [REDACTED],
24 [REDACTED] bring this Count on behalf of the North Carolina State Class.

25 322. As set forth above, Ford concealed and/or suppressed material facts
26 concerning the safety of their Defective Vehicles, which it had a duty to disclose.
27
28

1 323. The omitted facts were material because they directly impact the safety of
2 the Defective Vehicles. Whether a vehicle may suddenly and unexpectedly lose power
3 steering is a material safety concern.

4 324. Ford had a duty to disclose these omitted material facts, and yet it took
5 affirmative steps to conceal these material facts. Specifically, Ford took affirmative
6 steps to conceal these material facts by consistently marketing their Defective Vehicles
7 as safe and proclaiming that safety is one of Ford's highest priorities. Further, Ford had
8 a duty to disclose these safety issues once Ford made representations to the public about
9 safety. Ford was under a duty to disclose these omitted facts, because where one does
10 speak one must speak the whole truth and not conceal any facts that materially qualify
11 those facts stated. A manufacturer that volunteers information about its product must be
12 truthful, and the telling of a half-truth calculated to deceive is fraud.

13 325. In addition, Ford had a duty to disclose these omitted material facts because
14 they were latent defects that were known and/or accessible only to Ford, who has
15 superior knowledge and access to the facts. Ford knew that these material facts were not
16 known to Plaintiffs and the other Class members and that Plaintiffs and the other Class
17 members were unable to discover these material facts through reasonable diligence.

18 326. Ford possessed exclusive knowledge of the defects rendering the Defective
19 Vehicles inherently more dangerous and unreliable than similar vehicles.

20 327. Ford's concealment and/or suppression of these material facts was
21 reasonably calculated to deceive Plaintiffs and the other Class members.

22 328. Ford actively concealed and/or suppressed these material facts, in whole or
23 in part, with the intent to deceive Plaintiffs and the other Class members and to induce
24 Plaintiffs and the other Class members to purchase Defective Vehicles at a higher price,
25 which did not match the vehicles' true value.

26 329. Ford's concealment and/or suppression of these material facts did in fact
27 deceive Plaintiffs and the other Class members, as Plaintiffs and the other Class
28

1 members were unaware of these omitted material facts and would not have acted as they
2 did if they had known of the concealed and/or suppressed facts. Plaintiffs' and the other
3 Class members' actions were justified.

4 330. As a result of the concealment and/or suppression of the facts, Plaintiffs and
5 the other Class members sustained damage in an amount to be determined at trial.

6 331. Ford's acts were done maliciously, deliberately, with intent to defraud, and
7 in reckless disregard of Plaintiffs' and the other Class members' rights, such that an
8 award of punitive damages is appropriate.

9 **TWENTY-FIRST CAUSE OF ACTION**

10 **Fraud by Omission**
11 **(Brought on behalf of the North Carolina State Class)**

12 332. Plaintiffs hereby incorporate by reference the allegations contained in
13 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

14 333. Plaintiffs [REDACTED],
15 LLC bring this Count on behalf of the North Carolina State Class.

16 334. Ford was aware of the defects and above-described material safety
17 information as early as 2010.

18 335. Ford, as a manufacturer of consumer products and motor vehicles, has a
19 duty to disclose such known defects and material safety information to federal
20 authorities, Plaintiffs, and other Class members.

21 336. Ford, through its omission, failed to disclose the known safety-related
22 defects and material safety information.

23 337. Plaintiffs reasonably relied on Ford to perform its duty to disclose the
24 known safety-related defects and material safety information.

25 338. The existence of the safety-related defects and material safety information
26 was material to the Plaintiffs and other Class members because, had they known of the
27 safety-related defects and material safety information, they would not have purchased
28 the Defective Vehicles.

1 339. As a direct and proximate result of Ford's omission, Plaintiffs and other
2 Class members purchased Defective Vehicles with the EPAS system defect described
3 herein that they either paid too much for or would not have purchased if the defect had
4 been disclosed to them and therefore have incurred damages in an amount to be proven
5 at trial.

6 **TWENTY-SECOND CAUSE OF ACTION**
7 **Negligence**
8 **(Brought on behalf of the North Carolina State Class)**

9 340. Plaintiffs hereby incorporate by reference the allegations contained in
10 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

11 341. Plaintiffs [REDACTED],
12 [REDACTED] bring this Count on behalf of the North Carolina State Class.

13 342. Plaintiffs and the other Class members are the owners of Defective Vehicles
14 that were manufactured, designed, assembled, distributed, and otherwise placed in the
15 stream of commerce by Ford.

16 343. Ford had a duty to manufacture a product which would be safe for its
17 intended and foreseeable uses and users, including the use to which it was put by
18 Plaintiffs and the other Class members. Ford breached its duty to Plaintiffs and the other
19 Class members because it was negligent in the design, development, manufacture, and
20 testing of the Defective Vehicles.

21 344. Ford was negligent in its design, development, manufacture, and testing of
22 the Defective Vehicles because it knew, or in the exercise of reasonable care should have
23 known, that they were prone to sudden and unexpected loss of power steering.

24 345. Ford negligently failed to adequately warn and instruct Plaintiffs and the
25 other Class members of the defective nature of the Defective Vehicles and of the high
26 degree of risk attendant to using them.

1 346. Ford further breached its duties to Plaintiffs and the other Class members
2 by supplying Defective Vehicles directly and/or through a third person to be used by
3 foreseeable persons such as Plaintiffs and the other Class members when:

- 4 a. Ford knew or had reason to know, that the Defective Vehicles were
5 dangerous or were likely to be dangerous for the use for which they
6 were supplied; and
7 b. Ford failed to exercise reasonable care to inform customers of the
8 dangerous condition, or of the facts under which the Defective
9 Vehicles are likely to be dangerous.

10 347. As a result of Ford's negligence, Plaintiffs and the other Class members
11 suffered damages.

12 **TWENTY-THIRD CAUSE OF ACTION**
13 **Negligent Misrepresentation**
14 **(Brought on behalf of the North Carolina State Class)**

15 348. Plaintiffs hereby incorporate by reference the allegations contained in
16 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

17 349. Plaintiffs [REDACTED],
18 [REDACTED] bring this Count on behalf of the North Carolina State Class.

19 350. Ford was aware of the defects and above-described material safety
20 information as early as 2010.

21 351. Ford, as a manufacturer of consumer products and motor vehicles, has a
22 duty to disclose such known defects and material safety information to federal
23 authorities, Plaintiffs, and other Class members.

24 352. Notwithstanding this duty, and in violation thereof, Ford negligently failed
25 to disclose to and warn Plaintiffs and the other Class members, and concealed and
26 misrepresented the truth, about the significant defects which posed a clear, substantial
27 and unreasonable risk of incidents, accidents, injuries and death.

1 353. Because Plaintiffs and the other Class members did not have an equal
2 opportunity to discover such truth about the Defective Vehicles, Plaintiffs and the other
3 Class members purchased the Defective Vehicles in the reasonable, but, unbeknownst to
4 them, false belief they were fit for use, merchantable, and reasonably safe for their
5 intended purposes.

6 354. The existence of the defects and material safety information was material to
7 the Plaintiffs and other Class members because, had they known of the defects and
8 material safety information, they would not have purchased the Defective Vehicles.

9 355. As a direct and proximate result of Ford's negligent failure to disclose and
10 warn and its concealment and misrepresentation of such facts, Plaintiffs and other Class
11 members purchased Defective Vehicles with the EPAS system defect described herein
12 that they either paid too much for or would not have purchased if the defect had been
13 disclosed to them and therefore have incurred damages in an amount to be proven at
14 trial.

15 **TWENTY-FOURTH CAUSE OF ACTION**
16 **Strict Products Liability**
17 **(Brought on behalf of the North Carolina State Class)**

18 356. Plaintiffs hereby incorporate by reference the allegations contained in
19 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

20 357. Plaintiffs [REDACTED],
21 LLC bring this Count on behalf of the North Carolina State Class.

22 358. Ford was at all relevant times engaged in the business of designing,
23 manufacturing, assembling, distributing, and otherwise placing in the stream of
24 commerce the Defective Vehicles to be used by members of the general public,
25 including Plaintiffs and the other members of the Class.

26 359. Ford intended that the Defective Vehicles be used by Plaintiffs and the
27 other members of the Class as safe and reliable means of transportation.
28

1 360. At all times herein, Ford knew that the Defective Vehicles would be
2 purchased by members of the public, including Plaintiffs and the other members of the
3 Class, without inspection for defects.

4 361. At all relevant times herein, Ford knew that the Defective Vehicles were not
5 fit for their intended use because they are equipped with defective EPAS systems,
6 resulting in sudden and unexpected loss of power steering events during which the driver
7 must exert markedly increased steering effort to control the vehicle.

8 362. Ford designed, manufactured, assembled, distributed, and sold the
9 Defective Vehicles in this defective condition making them unreasonably dangerous to
10 users and consumers or to their property.

11 363. The Defective Vehicles were equipped with defective EPAS systems,
12 resulting in sudden and unexpected loss of power steering events during which the driver
13 must exert markedly increased steering effort to control the vehicle, at the time they
14 were sold by Ford and were intended to and did reach Plaintiffs and the other members
15 of the Class in substantially the same condition as they were when they were
16 manufactured, sold, and left the control of Ford.

17 364. Knowing the Defective Vehicles contained the defect described herein and
18 were therefore dangerous and not safe for their intended use, Ford, in willful and
19 conscious disregard for the safety of the public, including Plaintiffs and the other
20 members of the Class, placed them on the market and omitted the information
21 concerning the defect from customers or the unknowing public, including Plaintiffs and
22 the other members of the Class.

23 365. As a direct and proximate result of the defective and unreasonably
24 dangerous condition of the Defective Vehicles as alleged herein, Plaintiffs and the other
25 members of the Class have suffered damages.
26
27
28

TWENTY-FIFTH CAUSE OF ACTION

Unjust Enrichment

**(Brought on behalf of the North Carolina State Class)
Pled in the Alternative to Other Causes of Action Under North Carolina Law**

366. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

367. Plaintiffs [REDACTED], LLC bring this Count on behalf of the North Carolina State Class.

368. Ford had knowledge of the safety defect in the Defective Vehicles, which it failed to disclose to Plaintiffs and the other Class members.

369. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their Defective Vehicles and the concealment of the defect, Ford charged a higher price for the Defective Vehicles than the vehicles' true value and Ford obtained monies that rightfully belong to Plaintiffs and the other Class members. Ford received a measurable benefit.

370. Ford accepted and retained the non-gratuitous benefits conferred by Plaintiffs and the other Class members, who without knowledge of the safety defect paid a higher price for Defective Vehicles that actually had lower values. Plaintiffs and the other Class members did not confer these benefits officiously or gratuitously, and it would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

371. Plaintiffs and the other Class members are therefore entitled to restitution in an amount to be determined at trial.

Claims Brought on Behalf of the Ohio State Class

TWENTY-SIXTH CAUSE OF ACTION

**Violation of the Ohio Consumer Sales Practices Act
Ohio Rev. Code § 1345.01, *et seq.***

(Brought on behalf of the Ohio State Class)

372. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

1 373. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State
2 Class.

3 374. At all times relevant to this suit, Ford was a "supplier," as defined in the
4 Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

5 375. At all times relevant to this suit, Plaintiff and the other Class members were
6 "consumers," as defined in the Ohio Consumer Sales Practices Act, Ohio Rev. Code §
7 1345.01.

8 376. At all times relevant to this suit, Plaintiff and the other Class members
9 purchased the Vehicles through "consumer transactions," as defined in the Ohio
10 Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.

11 377. As a result of placing a defective product into the stream of commerce,
12 Ford has breached its implied warranty in tort, which is an unfair and deceptive act, as
13 defined in Ohio Rev. Code § 1345.09(B).

14 378. Ford has committed unfair and deceptive acts in violation of Ohio's
15 Consumer Sales Practices Act by knowingly placing into the stream of commerce the
16 defectively designed Defective Vehicles that are equipped with defective EPAS systems,
17 resulting in sudden and unexpected loss of power steering events during which the driver
18 must exert markedly increased steering effort to control the vehicle.

19 379. Moreover, Ford has committed an unfair, deceptive, and unconscionable act
20 by knowingly concealing the defect in the Defective Vehicles and failing to inform
21 Plaintiff and the other Class members of this defect.

22 380. Further, Ford, as reflected by the facts alleged elsewhere in this Complaint,
23 has made representations and/or public statements about the quality, safety, and
24 reliability of the Defective Vehicles, which are unfair and deceptive in violation of Ohio
25 law.

26 381. The Ohio Attorney General has made available for public inspection prior
27 state court decisions which have held that the acts and omissions of Ford as detailed in
28

1 this Complaint, including, but not limited to, the failure to honor both implied warranties
2 and express warranties, the making and distribution of false, deceptive, and/or
3 misleading representations, and the concealment and/or non-disclosure of a dangerous
4 defect, constitute deceptive sales practices in violation of Ohio's Consumer Sales
5 Practices Act. These cases include, but are not limited to, the following:

- 6 a. [REDACTED] v. *Mercedes Benz USA, LLC* (OPIF #10002382);
- 7 b. [REDACTED] x [REDACTED] v. *Ford Motor Co.* (OPIF
8 #10002123);
- 9 c. [REDACTED] x [REDACTED] v. *Bridgestone/Firestone, Inc.*
10 (OPIF #10002025);
- 11 d. [REDACTED] v. *Hewlett-Packard Co.*, No. 20744, 2002 Ohio App.
12 LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- 13 e. [REDACTED] v. *MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App.
14 LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- 15 f. [REDACTED] v. *Craftmatic Organization, Inc.* (OPIF
16 #10002347);
- 17 g. [REDACTED] et al. v. *Joseph Airport Toyota, Inc.* (OPIF
18 #10001586);
- 19 h. [REDACTED] v. *Harold Lyons, et al.* (OPIF
20 #10000304);
- 21 i. [REDACTED] v. *Mazda Motor of America, Inc.*, (OPIF #10001427);
- 22 j. [REDACTED] v. *Don Lewis*, (OPIF #100001995);
- 23 k. [REDACTED] v. *Performance Mitsubishi aka Automanage*, (OPIF
24 #10001326);
- 25 l. [REDACTED] v. *Harry Williams dba Butch's Auto Sales*, (OPIF #10001524);
26 and,
- 27 m. [REDACTED] v. *Spears*, (OPIF #10000403).

1 382. Ford committed these and other unfair and deceptive acts with regard to the
2 marketing and sale of the Defective Vehicles. Ford is liable to Plaintiff and the other
3 Class members for compensatory damages, injunctive/equitable relief, and attorneys'
4 fees pursuant to Ohio Rev. Code § 1345.09.

5
6 **TWENTY-SEVENTH CAUSE OF ACTION**

7 **Breach of Express Warranty**

8 **Ohio Rev. Code § 1302.26**

9 **(Brought on behalf of the Ohio State Class)**

10 383. Plaintiffs hereby incorporate by reference the allegations contained in
11 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

12 384. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State
13 Class.

14 385. In the course of selling the Defective Vehicles, Ford expressly warranted to
15 repair and adjust to correct defects in materials and workmanship of any part supplied by
16 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
17 Defective Vehicles' materials and workmanship defects.

18 386. Ford expressly warranted through statements and advertisements that the
19 Defective Vehicles were of high quality, and at a minimum, would actually work
20 properly and safely.

21 387. These warranties were made, *inter alia*, in advertisements and in uniform
22 statements provided by Ford to be made by salespeople. These affirmations and
23 promises were part of the basis of the bargain between Ford, on the one hand, and
24 Plaintiff and the other Class members, on the other hand.

25 388. Ford did not provide at the time of sale, and has not provided since then,
26 vehicles conforming to these express warranties.

27 389. Furthermore, the limited warranty of repair and/or adjustments to defective
28 parts fails in its essential purpose because the contractual remedy is insufficient to make
the Plaintiff and the other Class members whole.

1 390. Accordingly, recovery by Plaintiff and the other Class members is not
2 limited to the limited warranty of repair or adjustments to parts defective in materials or
3 workmanship, and Plaintiff, individually and on behalf of the other Class members, seek
4 all remedies as allowed by law.

5 391. Moreover, as alleged in more detail herein, at the time that Ford warranted
6 and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
7 the warranties and were inherently defective, and Ford wrongfully and fraudulently
8 misrepresented and/or concealed material facts regarding the Defective Vehicles.

9 392. Plaintiff and the other Class members were therefore induced to purchase
10 the Defective Vehicles under false and/or fraudulent pretenses.

11 393. Moreover, many of the damages flowing from the Defective Vehicles
12 cannot be resolved through the limited remedy of "replacement or adjustments," as
13 incidental and consequential damages have already been suffered due to Ford's conduct
14 as alleged herein, and due to their failure and/or continued failure to provide such
15 limited remedy within a reasonable time, any limitation on Plaintiff's and the other Class
16 members' remedies would be insufficient to make Plaintiff and the other Class members
17 whole.

18 394. Ford was provided notice of these issues and defects through numerous
19 complaints filed against it, as well as internal knowledge derived from testing and
20 internal expert analysis.

21 395. As a direct and proximate result of Ford's breach of express warranties,
22 Plaintiff and the other Class members have been damaged in an amount to be
23 determined at trial.

24 396. Finally, due to Ford's breach of warranties as set forth herein, Plaintiff and
25 the other Class members assert as an additional and/or alternative remedy, as set forth in
26 Ohio Rev. Code § 1302.66, for a revocation of acceptance of the goods, and for a return
27
28

1 to Plaintiff and the other Class members of the purchase price of all Defective Vehicles
2 currently owned.

3
4 **TWENTY-EIGHTH CAUSE OF ACTION**
5 **Breach of Implied Warranty in Tort**
6 **(Brought on behalf of the Ohio State Class)**

7 397. Plaintiffs hereby incorporate by reference the allegations contained in
8 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

9 398. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State
10 Class.

11 399. Ford manufactured and sold Defective Vehicles to Plaintiff and the other
12 Class members.

13 400. The Defective Vehicles were defective because they are equipped with
14 defective EPAS systems, resulting in sudden and unexpected loss of power steering
15 events during which the driver must exert markedly increased steering effort to control
16 the vehicle.

17 401. These defects existed at the time the Defective Vehicles left the hands of
18 Ford.

19 402. Based upon these defects, Ford has failed to meet the expectations of a
20 reasonable consumer. The Defective Vehicles have failed their ordinary, intended use
21 because they are vulnerable to sudden and unexpected lack of power steering events.

22 403. These defects in the Defective Vehicles were the direct and proximate cause
23 of economic damages to Plaintiff and the other Class members.

24 **TWENTY-NINTH CAUSE OF ACTION**
25 **Fraudulent Concealment**
26 **(Brought on behalf of the Ohio State Class)**

27 404. Plaintiffs hereby incorporate by reference the allegations contained in
28 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

1 405. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State
2 Class.

3 406. Ford intentionally concealed the defect and above-described material safety
4 information, or acted with reckless disregard for the truth, and denied Plaintiff and the
5 other Class members information that is highly relevant to their purchasing and/or
6 leasing decision concerning the Defective Vehicles.

7 407. Through advertisements and other forms of communication, Ford
8 represented that the Defective Vehicles had no significant defects and would perform
9 and operate properly when driven in normal usage.

10 408. Ford knew these representations were false when made.

11 409. Plaintiff and the other Class members were unaware that Ford's
12 representations were false.

13 410. The Defective Vehicles purchased or leased by Plaintiff and the other Class
14 members were, in fact, defective, unsafe, and unreliable, because the Defective Vehicles
15 are equipped with defective EPAS systems, resulting in sudden and unexpected loss of
16 power steering events during which the driver must exert markedly increased steering
17 effort to control the vehicle.

18 411. Plaintiff and the other Class members reasonably relied upon Ford to
19 disclose the defects in the Defective Vehicles they purchased, as was their right.

20 412. The aforementioned concealment was material because if it had been
21 disclosed Plaintiff and the other Class members would not have bought or leased the
22 Defective Vehicles.

23 413. The aforementioned representations, omissions, and concealment were
24 material because they were facts that would typically be relied on by a person
25 purchasing or leasing a new motor vehicle.

26 414. As a proximate result of Ford's conduct, Plaintiff and the other Class
27 members have been injured in an amount to be proven at trial.

THIRTIETH CAUSE OF ACTION

Fraud by Omission

(Brought on behalf of the Ohio State Class)

415. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

416. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class.

417. Ford was aware of the defects and above-described material safety information as early as 2010.

418. Ford, as a manufacturer of consumer products and motor vehicles, has a duty to disclose such known defects and material safety information to federal authorities, Plaintiff, and other Class members.

419. Ford, through its omission, failed to disclose the known safety-related defects and material safety information.

420. Plaintiff reasonably relied on Ford to perform its duty to disclose the known safety-related defects and material safety information.

421. The existence of the safety-related defect and material safety information was material to the Plaintiff and other Class members because, had they known of the safety-related defect and material safety information, they would not have purchased the Defective Vehicles.

422. As a direct and proximate result of Ford's omission, Plaintiff and other Class members purchased Defective Vehicles with the EPAS system defect described herein that they either paid too much for or would not have purchased if the defect had been disclosed to them and therefore have incurred damages in an amount to be proven at trial.

THIRTY-FIRST CAUSE OF ACTION

Negligence

(Brought on behalf of the Ohio State Class)

423. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

424. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class.

425. Ford negligently designed and manufactured the Defective Vehicles.

426. Ford owed Plaintiff and the other Class members the duty to design and manufacture the Defective Vehicles in such a way as to ensure that they would not contain defective EPAS systems.

427. Discovery will reveal additional information from Ford regarding the design and manufacturing process to support the conclusion that Ford's design and manufacture of the Defective Vehicles constitutes negligent design and/or manufacturing.

428. As a direct and proximate result of Ford's negligence, Plaintiff and the other Class members have sustained damages.

THIRTY-SECOND CAUSE OF ACTION

Unjust Enrichment

(Brought on behalf of the Ohio State Class – pled in the alternative to the other causes of action under Ohio law)

429. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.

430. Plaintiff [REDACTED] brings this Count on behalf of the Ohio State Class.

431. Ford had knowledge of the safety defect in the Defective Vehicles, which it failed to disclose to Plaintiffs and the other Class members.

432. As a result of its wrongful and fraudulent acts and omissions, as set forth above, pertaining to the design defect of their Defective Vehicles and the concealment of

1 the defect, Ford charged a higher price for the Defective Vehicles than the vehicles' true
2 value and Ford obtained monies that rightfully belong to Plaintiffs and the other Class
3 members. Ford received a measurable benefit.

4 433. Ford accepted and retained the non-gratuitous benefits conferred by
5 Plaintiffs and the other Class members, who without knowledge of the safety defect paid
6 a higher price for Defective Vehicles that actually had lower values. Plaintiffs and the
7 other Class members did not confer these benefits officiously or gratuitously, and it
8 would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

9 434. Plaintiffs and the other Class members are therefore entitled to restitution in
10 an amount to be determined at trial.

11 **REQUEST FOR RELIEF**

12 WHEREFORE, Plaintiffs, individually and on behalf of the other members of the
13 Nationwide Class and Statewide Classes they seek to represent, respectfully request that
14 the Court enter judgment in their favor and against Defendant, Ford Motor Company, as
15 follows:

- 16 (a) Declaring that this action is a proper class action, certifying the nationwide
17 and Statewide Classes as requested herein, designating Plaintiffs as
18 Nationwide and Statewide Class Representatives and appointing Plaintiffs'
19 attorneys as lead Class Counsel;
- 20 (b) Enjoining Defendant from continuing the unfair business practices alleged
21 in this Complaint and requiring Defendant to institute a recall or free
22 replacement program and/or otherwise repair the Defective Vehicles;
- 23 (c) Ordering Defendant to pay actual damages (including punitive damages) to
24 Plaintiffs and the other Nationwide and Statement Class members to the full
25 extent allowable by law;
- 26 (d) Ordering Defendant to pay attorneys' fees and costs of suit; and
27 (e) Ordering such other and further relief as may be just and proper.
- 28

DEMAND FOR JURY TRIAL

Plaintiffs request trial by jury on all issues so triable.

Respectfully submitted,

Dated: June 27, 2014

BARON & BUDD, P.C.

/s/ Mark Pifko

By: Mark Pifko

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rtellis@baronbudd.com
Mark Pifko (SBN 228412)
mpifko@baronbudd.com
Isaac Miller (SBN 266459)
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JS 44 (Rev. 12/12) and rev (1/15/13)

CIVIL COVER SHEET

This JS 44 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

on behalf of all others similarly situated
 (b) County of Residence of First Listed Plaintiff Monterey
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Roland Tellis (SBN 186269); Mark Pifko (SBN 228412)
 BARON & BUDD, P.C. - Ph.: (818)839-2333/Fax: (818)988-9698
 15910 Ventura Blvd., #1600, Encino, CA 91436

DEFENDANTS
Ford Motor Company

County of Residence of First Listed Defendant Monterey
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	REAL ESTATE/PROPERTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Writ/Injunction 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 500 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 590 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Annot. w/Disabilities - Employment <input type="checkbox"/> 446 Annot. w/Disabilities - Other <input type="checkbox"/> 448 Education	WARRANTS/PROCEEDINGS <input type="checkbox"/> 463 Alien Detainees <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Misdemeanors & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainees - Conditions of Confinement	EMPLOYMENT/RETIREMENT <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	IMMIGRATION/NATURALIZATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Texas (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Class Action Fairness Act 2005, 28 U.S.C. sect. 1332(d)

Brief description of cause:
 Class Action complaint for fraud and injunctive relief under UCL and damages under CLRA

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \$5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

DOCKET NUMBER

DATE
 06/26/2014

SIGNATURE OF ATTORNEY OF RECORD
 /s/Mark Pifko

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE ☐ EUREKA

JS 44 Reverse (Rev. 12/12)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

No. CV 14-02989 HRL

[REDACTED]
Plaintiff,

ORDER

v.

Ford Motor Company,

Defendant.

GOOD CAUSE APPEARING THEREFOR,

IT IS ORDERED that this case is reassigned to the Honorable Lucy H Koh in the San Jose division for all further proceedings. Counsel are instructed that all future filings shall bear the initials LHK immediately after the case number. All dates presently scheduled are vacated and motions should be renoticed for hearing before the judge to whom the case has been reassigned. Briefing schedules, including ADR and other deadlines remain unchanged. See Civil L.R. 7-7(d). Matters for which a magistrate judge has already issued a report and recommendation shall not be rebriefed or noticed for hearing before the newly assigned judge; such matters shall proceed in accordance with Fed. R. Civ. P. 72(b).

FOR THE EXECUTIVE COMMITTEE:

Dated: July 1, 2014


Richard W. Wieking
Clerk of Court

A true and correct copy of this order has been served by mail upon any pro se parties.

United States District Court
For the Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

**GUIDELINES FOR FINAL PRETRIAL CONFERENCE IN BENCH TRIALS
BEFORE DISTRICT JUDGE LUCY H. KOH**

A. Meeting and Disclosure Prior to Pretrial Conference: At least 21 days¹ before the final Pretrial Conference, lead counsel who will try the case shall meet and confer with respect to:

1. Settlement of the Case;
2. Preparation of the Joint Pretrial Statement;
3. Preparation and exchange of pretrial materials to be served and lodged pursuant to Federal Rule of Civil Procedure 26(a)(3); and
4. Clarifying and narrowing the contested issues for trial in order to achieve a just, speedy, and efficient determination of the case.

B. Joint Pretrial Statement and Order: At least 14 days before the Pretrial Conference, unless otherwise ordered, the parties shall lodge and serve a Joint Pretrial Statement and Proposed Order containing the following information:

1. Substance of the Action. A brief description of the parties, the substance of claims and defenses that remain to be decided, and the operative pleadings that raise the issues;

¹ Time shall be computed according to Federal Rule of Civil Procedure 6(a).

2. Relief Sought. A detailed statement of all relief claimed, particularly itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary material to be presented concerning the amount of damages;
3. Undisputed Facts. A plain and concise statement of all relevant facts to which the parties will stipulate for incorporation into the trial record without the necessity of supporting testimony or exhibits;
4. Disputed Factual Issues. A plain and concise list of the issues of fact that are contested and remain to be litigated at trial;
5. Agreed Statement. A statement assessing whether all or part of the action may be presented upon an agreed statement of facts;
6. Stipulations. A statement of proposed stipulations or agreements that will expedite the presentation of evidence;
7. Witnesses to be Called. A list of witnesses likely to be called at trial, other than solely for impeachment or rebuttal, together with a brief statement following each name describing the substance of the testimony to be given. No party shall be permitted to call any witness in its case in chief who is not disclosed in its Joint Pretrial Statement without leave of the Court for good cause;
8. Exhibits, Schedules, Summaries. A list of all documents and other items to be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief statement following each, describing its substance or purpose and the identity of the sponsoring witness;
9. Disputed Legal Issues. Without extended legal argument, a concise statement of each disputed point of law concerning liability or relief, citing supporting statutes and decisions;
10. Further Discovery or Motions. A statement of all remaining discovery, if any, or any motions or matters that must be resolved prior to trial, including motions in limine;

11. Disputed Evidentiary Issues. A concise statement of each disputed evidentiary issue (even if a motion in limine will not be filed on that issue), citing supporting statutes and decisions or referring to the appropriate motion in limine;
12. Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired;
13. Estimate of Trial Time. An estimate of the total number of hours or days needed for the trial; and
14. Miscellaneous. Any other matters that will facilitate the just, speedy and efficient determination of the action.

C. Binding Effect of the Joint Pretrial Statement and Order: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of each party, the following:

The foregoing admissions having been made by the parties, and the parties having specified the foregoing issues of fact and law remaining to be litigated, this order shall supplement the pleadings and govern the course of trial of this action, unless modified to prevent manifest injustice.

D. Preparation for Trial

1. Exhibits:

- a) At least 14 days before the final Pretrial Conference, the parties shall exchange copies of all exhibits, summaries, charts, and diagrams to be used at trial other than solely impeachment or rebuttal.
- b) Each exhibit shall be pre-marked for identification. Counsel shall meet and confer and reach agreement upon a method for marking exhibits (for example, Plaintiff shall use numbers and Defendant shall use letters, or Plaintiff shall use numbers 100-199 and Defendant shall use numbers 200-299, etc.).
- c) Unless otherwise ordered, at least 7 days prior to the commencement of trial, the parties shall deliver three sets of all pre-marked exhibits contained in three ring binders to Martha Parker Brown, Courtroom Deputy to Judge Koh.

d) No party shall be permitted to offer any exhibit at trial that is not disclosed in its Joint Pretrial Statement without leave of the Court for good cause, unless it is offered solely for impeachment or rebuttal.

2. Motions in Limine. Unless otherwise ordered, the parties shall file and serve any motions in limine at least 14 days before the final Pretrial Conference, and any opposition thereto at least 10 days before the final Pretrial Conference. Ordinarily, these motions will be deemed submitted without oral argument. Each motion should be presented in a separate memo and numbered as, for example, "Plaintiff's Motion in Limine No. 1 to Exclude" Please limit motions in limine to circumstances that actually require a ruling in advance of trial. Usually five or fewer motions per side are sufficient at the Pretrial Conference stage (without prejudice to raising matters as the trial progresses). Each motion should address a single topic, be separate, and contain no more than seven pages of briefing per side.
3. Deposition and Discovery Designations: Unless otherwise ordered, at least 14 days before the commencement of trial, the parties shall file and serve any excerpts of deposition testimony or other discovery to be offered at trial, other than solely for impeachment or rebuttal. (A hard copy of the designated deposition testimony with page and line references, or the interrogatory response or admission shall be provided.) Any objections to the use of designated excerpts and any counter-designations of deposition testimony shall be filed and served at least 10 days prior to the commencement of trial.
4. Proposed Findings of Fact and Conclusions of Law. At least 7 days prior to the Pretrial Conference, each party shall file and serve proposed findings of fact and conclusions of law. The findings of fact shall set forth in simple declarative sentences, separately numbered, all factual contentions relied upon by the party in support of its claims or defenses and shall be free of pejorative language and argument. Conclusions of law shall be supported by appropriate citation to legal authority. The proposed findings of fact and conclusions of law shall be submitted

1 in hard copy as well as in word processing format via e-mail to

2 LHKpo@cand.uscourts.gov.

3 5. Trial Briefs: Trial briefs are optional, but any party wishing to file a trial brief must
4 do so not less than 7 days prior to the commencement of trial.

5 6. Time Limits: Ordinarily, the Court shall set fixed time limits at the final Pretrial
6 Conference. All of your examination time (whether direct, cross, re-direct, or re-
7 cross) for all witnesses must fit within your time limit and you may allocate the time
8 as you wish. Opening and closing time limits are *in addition* to your examination
9 time.

10 **E. Scheduling**

11 The normal trial schedule will be 9:00 a.m. to 4:30 p.m., with a lunch break from 12:00
12 p.m. to 1:30 p.m., on Monday, Tuesday, and Friday, and from 9:00 a.m. to 12:00 p.m.
13 on Thursday.

14 **F. Settlement and Continuances**

15 Shortly before trial or a final Pretrial Conference, counsel occasionally wish to jointly
16 advise the Court that a settlement has been reached and seek to take the matter off
17 calendar based on a settlement "in principle" with disputes remaining. Cases, however,
18 cannot be taken off calendar in this manner. Unless and until a stipulated dismissal is
19 filed or placed on the record, all parties must be prepared to proceed as scheduled. Only
20 an advance continuance *expressly approved by the Court* will release counsel and the
21 parties from their obligation to proceed. If counsel expect that a settlement will be final
22 by the time of Pretrial Conference or trial, they should notify the Court immediately in
23 writing, or, if settlement occurs over the weekend, by voice mail to Martha Parker
24 Brown, Courtroom Deputy to Judge Koh. The Court will attempt to confer with
25 counsel promptly to determine whether a continuance is in order. Pending such a
26 conference, however, counsel must prepare and make all filings and be prepared to
27 proceed with the trial.
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G. Opportunities for Junior Lawyers

The Court strongly encourages parties to permit less experienced lawyers to examine witnesses at trial and to have an important role at trial. Counsel should be prepared to discuss such opportunities at the Pretrial Conference.

IT IS SO ORDERED.

Dated: January 3, 2011



LUCY H. KOH
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

**GUIDELINES FOR FINAL PRETRIAL CONFERENCE IN JURY TRIALS
BEFORE DISTRICT JUDGE LUCY H. KOH**

A. Meeting and Disclosure Prior to Pretrial Conference: At least 21 days¹ before the final Pretrial Conference, lead counsel who will try the case shall meet and confer with respect to:

1. Settlement of the Case;
2. Preparation of the Joint Pretrial Statement;
3. Preparation and exchange of pretrial materials to be served and lodged pursuant to Federal Rule of Civil Procedure 26(a)(3); and
4. Clarifying and narrowing the contested issues for trial in order to achieve a just, speedy, and efficient determination of the case.

B. Joint Pretrial Statement and Order: At least 14 days before the Pretrial Conference, unless otherwise ordered, the parties shall lodge and serve a Joint Pretrial Statement and Proposed Order containing the following information:

1. Substance of the Action. A brief description of the parties, the substance of claims and defenses that remain to be decided, and the operative pleadings that raise the issues;

¹ Time shall be computed according to Federal Rule of Civil Procedure 6(a).

2. Relief Sought. A detailed statement of all relief claimed, particularly itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary material to be presented concerning the amount of damages;
3. Undisputed Facts. A plain and concise statement of all relevant facts to which the parties will stipulate for incorporation into the trial record without the necessity of supporting testimony or exhibits;
4. Disputed Factual Issues. A plain and concise list of the issues of fact that are contested and remain to be litigated at trial;
5. Agreed Statement. A statement assessing whether all or part of the action may be presented upon an agreed statement of facts;
6. Stipulations. A statement of proposed stipulations or agreements that will expedite the presentation of evidence;
7. Witnesses to be Called. A list of witnesses likely to be called at trial, other than solely for impeachment or rebuttal, together with a brief statement following each name describing the substance of the testimony to be given. No party shall be permitted to call any witness in its case in chief who is not disclosed in its Joint Pretrial Statement without leave of the Court for good cause;
8. Exhibits, Schedules, Summaries. A list of all documents and other items to be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief statement following each, describing its substance or purpose and the identity of the sponsoring witness;
9. Disputed Legal Issues. Without extended legal argument, a concise statement of each disputed point of law concerning liability or relief, citing supporting statutes and decisions;
10. Further Discovery or Motions. A statement of all remaining discovery, if any, or any motions or matters that must be resolved prior to trial, including motions in limine;

- 1 11. Disputed Evidentiary Issues. A concise statement of each disputed evidentiary issue
2 (even if a motion in limine will not be filed on that issue), citing supporting statutes
3 and decisions or referring to the appropriate motion in limine;
- 4 12. Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a
5 separate trial of specific issues is feasible and desired;
- 6 13. Estimate of Trial Time. An estimate of the total number of hours or days needed for
7 the trial; and
- 8 14. Miscellaneous. Any other matters that will facilitate the just, speedy and efficient
9 determination of the action.

10 **C. Binding Effect of the Joint Pretrial Statement and Order**: The Joint Pretrial
11 Statement and Order described above shall recite, directly above the signature lines of
12 each party, the following:
13 *The foregoing admissions having been made by the parties, and the parties having*
14 *specified the foregoing issues of fact and law remaining to be litigated, this order shall*
15 *supplement the pleadings and govern the course of trial of this action, unless modified*
16 *to prevent manifest injustice.*

17 **D. Preparation for Trial**

18 1. Exhibits:

- 19 a) At least 14 days before the final Pretrial Conference, the parties shall exchange
20 copies of all exhibits, summaries, charts, and diagrams to be used at trial other
21 than solely for impeachment or rebuttal.
- 22 b) Each exhibit shall be pre-marked for identification. Counsel shall meet and
23 confer and reach agreement upon a method for marking exhibits (for example,
24 Plaintiff shall use numbers and Defendant shall use letters, or Plaintiff shall use
25 numbers 100-199 and Defendant shall use numbers 200-299, etc.).
- 26 c) Unless otherwise ordered, at least 7 days prior to the commencement of trial, the
27 parties shall deliver three sets of all pre-marked exhibits contained in three ring
28 binders to Martha Parker Brown, Courtroom Deputy to Judge Koh.

d) No party shall be permitted to offer any exhibit at trial that is not disclosed in its Joint Pretrial Statement without leave of the Court for good cause, unless it is offered solely for impeachment or rebuttal.

2. Motions in Limine. Unless otherwise ordered, the parties shall file and serve any motions in limine at least 14 days before the final Pretrial Conference, and any opposition thereto at least 10 days before the final Pretrial Conference. Ordinarily, these motions will be deemed submitted without oral argument. Each motion should be presented in a separate memo and numbered as, for example, "Plaintiff's Motion in Limine No. 1 to Exclude" Please limit motions in limine to circumstances that actually require a ruling in advance of trial. Usually five or fewer motions per side are sufficient at the Pretrial Conference stage (without prejudice to raising matters as the trial progresses). Each motion should address a single topic, be separate, and contain no more than seven pages of briefing per side.
3. Deposition and Discovery Designations: Unless otherwise ordered, at least 14 days before the commencement of trial, the parties shall file and serve any excerpts of deposition testimony or other discovery to be offered at trial, other than solely for impeachment or rebuttal. (A hard copy of the designated deposition testimony with page and line references, or the interrogatory response or admission shall be provided.) Any objections to the use of designated excerpts and any counter-designations of deposition testimony shall be filed and served at least 10 days prior to the commencement of trial.

4. Jury Materials:

- a) Unless otherwise ordered, at least 7 days prior to the final Pretrial Conference, the parties shall file and serve:
- 1) Jury Voir Dire Questions
 - 2) Proposed Jury Instructions
 - 3) Proposed Jury Verdict Forms

b) Ordinarily, the Court will give the standard preliminary jury instructions contained in the Model Jury Instructions of the Ninth Circuit prior to opening statements and will give the standard closing instructions in the Model Jury Instructions of the Ninth Circuit before closing arguments.

c) As to substantive case-specific instructions, the parties shall meet and confer and submit jointly an agreed set of instructions, using the Model Jury Instructions of the Ninth Circuit where appropriate. In the event the parties are unable to agree to the language of a particular instruction, the objecting party shall submit a written objection or an alternative proposed instruction placed in sequence immediately following the disputed instruction. The joint set of jury instructions shall be submitted in hard copy as well as word processing format via e-mail to LHKpo@cand.uscourts.gov.

5. Trial Briefs: Trial briefs are optional, but any party wishing to file a trial brief must do so not less than 7 days prior to the commencement of trial.

6. Time Limits: Ordinarily, the Court shall set fixed time limits at the final Pretrial Conference. All of your examination time (whether direct, cross, re-direct, or re-cross) for all witnesses must fit within your time limit and you may allocate the time as you wish. Opening and closing time limits are *in addition* to your examination time.

E. Scheduling

The normal trial schedule will be 9:00 a.m. to 4:30 p.m., with a lunch break from 12:00 p.m. to 1:30 p.m., on Monday, Tuesday, and Friday, and from 9:00 a.m. to 12:00 p.m. on Thursday.

F. Settlement and Continuances

Shortly before trial or a final Pretrial Conference, counsel occasionally wish to jointly advise the Court that a settlement has been reached and seek to take the matter off calendar based on a settlement "in principle" with disputes remaining. Cases, however, cannot be taken off calendar in this manner. Unless and until a stipulated dismissal is

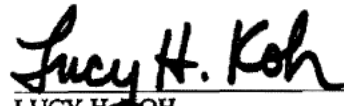
1 filed or placed on the record, all parties must be prepared to proceed as scheduled. Only
2 an advance continuance *expressly approved by the Court* will release counsel and the
3 parties from their obligation to proceed. If counsel expect that a settlement will be final
4 by the time of the Pretrial Conference or trial, they should notify the Court immediately
5 in writing, or, if settlement occurs over the weekend, by voice mail to Martha Parker
6 Brown, Courtroom Deputy to Judge Koh. The Court will attempt to confer with
7 counsel promptly to determine whether a continuance is in order. Pending such a
8 conference, however, counsel must prepare and make all filings and be prepared to
9 proceed with the trial.

10 **G. Opportunities for Junior Lawyers**

11 The Court strongly encourages parties to permit less experienced lawyers to examine
12 witnesses at trial and to have an important role at trial. Counsel should be prepared to
13 discuss such opportunities at the Pretrial Conference.

14 **IT IS SO ORDERED.**

15
16 Dated: January 3, 2011


LUCY H. KOH
United States District Judge

1
2 **IN THE UNITED STATES DISTRICT COURT**
3 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
4 **SAN JOSE DIVISION**
5

6 Case No. _____
7

8 **STANDING ORDER REGARDING**
9 **CASE MANAGEMENT IN CIVIL CASES**

10 This order sets forth requirements for initial case management in all civil matters assigned to
11 District Judges Ronald M. Whyte, Lucy H. Koh, Edward J. Davila, and Beth Labson Freeman, and
12 Magistrate Judges Howard R. Lloyd and Paul S. Grewal. All papers filed must include the case
13 number of the action followed by the initials of the assigned district judge or magistrate judge and, if
14 applicable, the initials of the magistrate judge to whom the action is referred for discovery or other
15 pretrial activity.

16 Plaintiff shall serve a copy of this Standing Order on all parties to this action and on all
17 parties subsequently joined, in accordance with Fed.R.Civ.P. 4 and 5. Following service, plaintiff
18 shall file a certificate of service in accordance with Civil L.R. 5-6(a).

19 All disclosure or discovery disputes in cases assigned to district judges are referred to the
20 assigned magistrate judge for determination pursuant to Fed.R.Civ.P. 72(a). Magistrate judges
21 themselves handle disclosure and discovery disputes in the cases assigned to them.

22 Before selecting a hearing date for a motion before any of the judges of the San Jose
23 Division, counsel must confer with opposing counsel to determine that the proposed hearing date
24 will not cause undue prejudice.

25 Civil motions under Civil L.R. 7-2 in cases assigned to Judge Whyte may be noticed for
26 hearing on any Friday at 9:00 a.m.

27 Civil motions under Civil L.R. 7-2 in cases assigned to Judge Koh may be noticed for
28 hearing only after contacting Judge Koh's Courtroom Deputy, [REDACTED], at

1 [REDACTED] and obtaining an available date. Parties must file their notice of motion, motion,
2 memorandum of points and authorities, and proposed order the same day that the parties obtain a
3 hearing date from [REDACTED] or the next business day. Otherwise, parties must obtain a new
4 hearing date from [REDACTED]

5 Civil motions under Civil L.R. 7-2 in cases assigned to Judge Davila may be noticed for
6 hearing only after contacting Judge Davila's Courtroom Deputy, [REDACTED], at [REDACTED]

7 Civil motions under Civil L.R. 7-2 in cases assigned to Judge Freeman may be noticed for
8 hearing only after contacting Judge Freeman's Courtroom Deputy, [REDACTED] at
9 [REDACTED]

10 Civil motions under Civil L.R. 7-2 in cases assigned to Magistrate Judge Lloyd may be
11 noticed for hearing on any Tuesday at 10:00 a.m.

12 Civil motions under Civil L.R. 7-2 in cases assigned to Magistrate Judge Grewal may be
13 noticed for hearing on any Tuesday at 10:00 a.m.

14 Pursuant to Fed.R.Civ.P. 16 and 26 and Civil L.R. 16-10(a), a Case Management Conference
15 will be held on _____ at _____, at the United States
16 Courthouse, 280 South First Street, San Jose, California. This conference may be continued only by
17 court order pursuant to Civil L.R. 16-2(e). Parties may not stipulate to continue a Case Management
18 Conference without court approval.

19 Pursuant to Civil L.R. 16-3, in advance of the Case Management Conference, counsel shall
20 confer with their respective clients and opposing counsel for the purposes specified in Fed.R.Civ.P.
21 26(f), Civil L.R. 16-8 and 16-9, and in patent cases, Patent L.R. 3-1 through 3-6. A meaningful meet
22 and confer process prior to the Case Management Conference and good faith compliance with the
23 requirements of this Order are essential elements of effective case management. Failure to meet and
24 confer, to be prepared for the Case Management Conference or to file a Joint Case Management
25 Conference Statement may result in sanctions. Parties may, but are not required, to attend the Case
26 Management Conference.

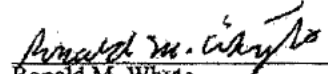
27 In all "E-filing" cases when filing papers in connection with any motion for determination by
28

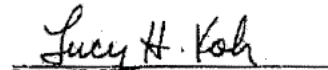
United States District Court
For the Northern District of California

1 a judge, the parties shall, in addition to filing papers electronically, lodge with chambers a printed
2 copy of the papers by the close of the next court day following the day the papers are filed
3 electronically. These printed copies shall be marked "Chambers Copy" and shall be submitted to the
4 Clerk's Office, in an envelope clearly marked with the Judge's name, case number and "E-filing
5 Chambers Copy." Parties shall not file a paper copy of any document with the Clerk's Office that
6 has already been filed electronically.

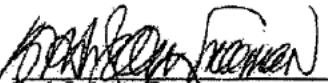
7 IT IS SO ORDERED.

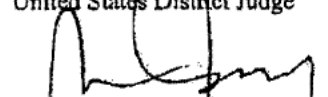
8 Dated: June 9, 2014

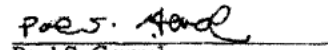
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10 
11 Ronald M. Whyte
United States District Judge

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14 Lucy H. Koh
United States District Judge

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17 Edward J. Davila
United States District Judge

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20 Beth Larson-Freeman
United States District Judge

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22 
23 Howard R. Lloyd
United States Magistrate Judge

24
25 
26 Paul S. Grewal
United States Magistrate Judge

27
28 SAN JOSE DIVISION
STANDING ORDER REGARDING CASE MANAGEMENT IN CIVIL CASES

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

**GUIDELINES FOR SETTLEMENT CONFERENCE
BEFORE DISTRICT JUDGE LUCY H. KOH**

Unless otherwise permitted in advance by the Court, counsel shall appear at the Settlement Conference with the parties or with the person or persons having full authority to settle the case. Only in rare exceptional situations will the persons with full authority to settle be allowed to be on the telephone standby and then only with the permission of the Court. At least seven (7) court days before the Settlement Conference the parties shall lodge a Settlement Conference Statement with the Clerk's Office (Room 2112) where it will be forwarded to the Judge.

Copies of the Settlement Conference Statements shall not be served upon the other parties or counsel. The Court and its personnel will not permit other parties or counsel to have access to these statements.

The Settlement Conference Statement shall include the following:

1. A brief statement of the facts of the case.

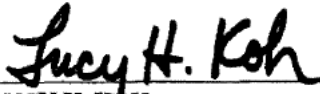
Standing Order for Settlement Conferences

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2. A brief statement of the claims and defenses including statutory or other grounds upon which the claims and defenses are founded; a forthright evaluation of the parties' likelihood of prevailing on the claims and defenses; and a description of the major issues in dispute.
3. A summary of the proceedings to date including rulings on motions and motions outstanding.
4. An estimate of the cost and time to be expended for further discovery, pretrial and trial.
5. A brief statement of the parties' undisputed facts and issues.
6. Any discrete issues that, if resolved, would aid in the disposition of the case.
7. The relief sought.
8. The party's position on settlement, including present demands and offers and any history of past settlement discussion, offers and demands.

IT IS SO ORDERED.

Dated: August 24, 2012


LUCY H. KOH
United States District Judge



DALLAS | AUSTIN | LOS ANGELES | BATON ROUGE

Encino Plaza	Home Office:
15910 Ventura Boulevard	3102 Oak Lawn Avenue
Suite 1600	Suite 1100
Encino, CA 91436	Dallas TX 75219-4281
800.887.6989	800.222.2766
tel 818.839.2333	tel 214.521.3605
fax 818.986.9698	fax 214.520.1181

June 26, 2014

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Ford Motor Company	CT Corporation
1 American Road	Registered Agent for Ford Motor Company
P.O. Box 6248	30600 Telegraph Road, Suite 2345
Dearborn, Michigan 48126-2798	Bingham Farms, Michigan 48025

Re: Notice of Breach of Warranty and Demand Regarding EPAS System

To Whom It May Concern:

PLEASE TAKE NOTICE that Ford Motor Company ("Ford") has breached the express warranties it made in the sale and lease of certain vehicles equipped with defective ignition switch systems.

The affected vehicles include the following (collectively referred to as the "Covered Vehicles"): 2010-2014 Ford Fusion; 2010-2014 Ford Fusion Hybrid; 2013-2014 Ford Fusion Energi; 2012-2014 Ford Focus; and 2012-2014 Ford Focus Electric.

Each of the Covered Vehicles contains a similarly designed and defective Electronic Power Assisted Steering ("EPAS") system that is prone to sudden failure during ordinary and foreseeable driving situations. As a result of the EPAS defects, drivers of the Covered Vehicles experience significantly increased steering effort and ultimately, loss of control. This loss of control may place drivers in dangerous, life-threatening positions, making the Covered Vehicles inherently more dangerous than similar vehicles.

Ford issued written warranties to Covered Vehicle owners and lessees wherein Ford warranted that it would be responsible for repairs required as a result of defects due to material and/or workmanship. Ford, however, has failed to remedy the EPAS defect in the Covered Vehicles despite widespread customer complaints regarding power steering failures of Covered Vehicles and knowledge of the EPAS system's systemic defects, dating back to at least 2010.

Under California's Consumer Legal Remedies Act, California Civil Code sections 1750 *et seq.* ("CLRA") and 1782, we hereby notify Ford of violations of the CLRA and our demand that you correct, repair, replace, or otherwise rectify the goods within thirty days from your receipt of this letter.



We represent [REDACTED] of Royal Oaks, California, the owner of a 2011 Ford Fusion. [REDACTED] has been damaged as a result of the EPAS defects. In late 2013, [REDACTED] began having intermittent problems with the steering system in his Fusion, and he experienced difficulty steering. [REDACTED] complained to Ford, but nothing was done. [REDACTED] complained again to Ford, but he was told that it was a power steering problem that was not covered by the power train warranty.

Please be advised that Ford's failure to timely disclose the EPAS defects to consumers of the Covered Vehicles constitutes an unfair method of competition and/or deceptive act or practice in violation of the CLRA. Specifically, by concealing and/or failing to disclose the high premature failure rate for the EPAS system, Ford has, without limitation:

1. Represented that goods or services have approval, characteristics, uses, and benefits which they do not have (California Civil Code § 1770(a)(5));
2. Represented that goods or services are of a particular standard, quality, or grade, when they are of another (California Civil Code § 1770(a)(7));
3. Advertised good or services with the intent not to sell them as advertised (California Civil Code § 1770(a)(9)).

Accordingly, on behalf of [REDACTED] and all other similarly-situated consumers in California (collectively the "California Class"), we demand that Ford, within thirty days of receiving this letter, correct, replace, or otherwise rectify the EPAS defect for all California consumers of the Covered Vehicles. Specifically, we demand that Ford: (1) notify all California Class members of the defect; (2) provide, free of charge, effective repair or replacement of the defective EPAS system for all members of the California Class who currently own a Covered Vehicle equipped with the defective EPAS system; and (3) provide full reimbursement to California Class members who paid out-of-pocket to replace the defective EPAS system.

This letter will constitute further notice that the actions set forth above also constitute breach of express and implied warranty, and violations of California's Business and Professions Code sections 17200 and 17500 (Unfair Competition Law and False Advertising Law) as unfair business acts and practices.

Any statutes of limitation otherwise applicable to [REDACTED] and similarly-situated consumers in California have been tolled by reason, *inter alia*, of Ford's active concealment of the full extent of the defect and the related affirmative misrepresentations.

Please be advised that your failure to comply with this request within thirty days may subject Ford to the following remedies, which are available for violation of the CLRA, including:



1. Actual damages suffered;
2. An order enjoining your methods, acts or practices;
3. Restitution and/or disgorgement;
4. Punitive damages;
5. Any other relief which the court deems proper;
6. Court costs and attorneys' fees, including expert fees; and
7. Penalty of up to \$5,000 upon a finding that a senior citizen or disabled person has suffered substantial physical, emotional, or economic damage resulting from your conduct.

California Civil Code §§ 1780(a)(1)-(5); (b).

Please advise us immediately if you dispute the effectiveness of this notice under Section 1782(a)(2) of the CLRA.

Additionally, this Notice also is being served on behalf of a nationwide class of present and former owners and lessees of Covered Vehicles (the "Class"). [REDACTED] demands that Ford reimburse all members of the Class for any monies paid to replace or repair the defect and repair the Covered Vehicles without charge. [REDACTED] demands that Ford rectify its breaches on a class-wide basis.

Sincerely,



Mark Pifko

cc: Roland Tellis
Isaac Miller
BARON & BUDD, P.C.

Adam J. Levitt
John E. Tangren
Justin S. Brooks
GRANT & EISENHOFER P.A.

Niall A. Paul
Nathan B. Atkinson
SPILMAN THOMAS & BATTLE, PLLC



Malaney, Linda (L.)

From: Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)
Sent: Wednesday, June 19, 2013 3:07 PM
To: Miles, Felicia (F.)
Cc: rerhardt@brookshannaford.com
Subject: RE: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUN 19 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, FMCDealer (.)
Sent: Wednesday, June 19, 2013 11:15 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: rerhardt@brookshannaford.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: Brooks Hanna Ford

Requesting Dealer Fleet: brooks Hanna Ford

PA Code: 05331

Contact Person: Robert Erhardt

Title: Service Manager

Phone Number: 406-565-0318

Fax Number: 406-497-1065

Email: rerhardt@brookshannaaford.com

Region: Seattle

Address: 50 Ford Lane

City: Butte

State: Montana

Zip Code: 59701

CUSTOMER VEHICLE INFORMATION:

WSD: 01/05/2011

Vehicle Year: 2011

Vehicle Model: Fusion

Vehicle VIN: 3fahp0ha3br [REDACTED]

Mileage: 15248

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Butte

State : Montana

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: Seattle

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-06-18

County incident occurred: Silver Bow

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states vehicle lost power steering and threw him into the guard rail damaging the vehicle. damage est. is about \$5850. no customer injury

Was a police report filed? YES

Details : Montana State Patrol

Has the insurance company been contacted? YES

Insurance company advised: no

Insurance company contact information: we dont know at this time

Coach builder:

City :

State :

Zip Code :

Vehicle Location: Customer is driving vehicleCustomer

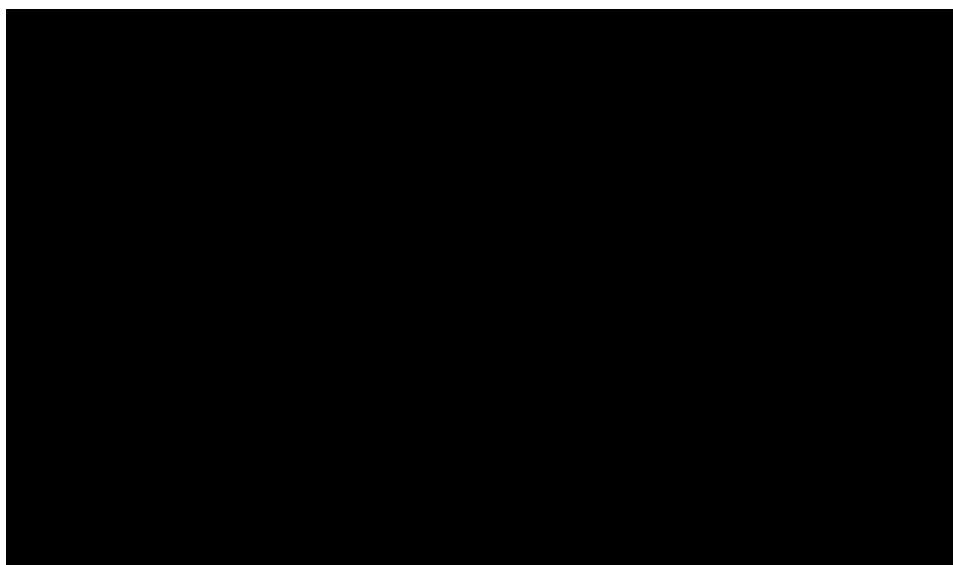
Attorney information:

CVO Contact:

Resolution Customer is seeking: Customer wants to be traded out of vehicle

Comments:

Copyright 2013 Ford Motor Company



TN

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

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

OFFICE OF THE SECRETARY
BRADLEY M. GAYTON

12 JUL 23 P2:23

July 17, 2012

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

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
JUL 24 2012
OFFICE OF THE
GENERAL COUNSEL

RE: [REDACTED] v. Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: [REDACTED]
Vehicle: 2011 Ford Fusion
VIN: 3FAHP0GA9BR[REDACTED]
Date of purchase: 7/06/11
Our File No.: LL12-10155

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. **Lower control arms**

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

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

effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

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

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

A handwritten signature in black ink, appearing to be 'Alex Simanovsky', written over a horizontal line.

Alex Simanovsky
Attorney at Law

AS/ld

CC:



* SEE INSERT FOR *
* COUNTY FEE *

CERTIFICATE OF VEHICLE REGISTRATION RENEWAL

Invoice: 12153
831938300

Port:
Drawer:
Cash:
Check:
Check#:
Credit:
Change:

WK04
1
80.00
.00
.00
5.00

CLASS CODE 1000	BASE YEAR 2006	COLOR H	COMPANY VEHICLE NO	PREVIOUS LICENSE NO	REGISTERED WT/SEATS 0	REG. WT/SEATS CHANGE	RENEWAL FEE 24.00	WHEN VALIDATED REGISTRATION EXPIRES 05/31/2013
VIN 3FAHP0GA9BR			TITLE NO		MAKE FORD	YEAR 2011	BODY 4D	MODEL F/S
ZONE		COUNTY STICKER NO. 1304925	ADDRESS TYPE:		DONOR TOTAL 75.00			
PRIMARY DRIVER'S LIC. NO.			TO ORDER BY MAIL SEND ADDITIONAL \$2.00					



TENNESSEE
DEPARTMENT
OF REVENUE

ASHLAND CITY TN

INDICATE CHANGE OF ADDRESS BELOW.

STREET OR RFD BOX NO		IS THIS THE SAME ADDRESS AS THE VEHICLE OWNER'S DRIVER LICENSE ADDRESS? YES <input type="checkbox"/> NO <input type="checkbox"/>	
CITY		FOR PRIVATE PASSENGER VEHICLE OWNERS ONLY I CERTIFY THAT I AM A RESIDENT OF CHEATHAM COUNTY	
STATE	ZIP CODE	COUNTY CLERK TERESA GUPTON	REGISTRANT SIGN HERE CW NO 11

11 CHEATHAM

831938300

ASHLAND CITY TN

OFFICIAL DOCUMENT
NOTICE OF VEHICLE REGISTRATION

T.C.A. 55-4-108 Every Certificate of Registration shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.

Renewals of registration for all vehicles (except permanent registrations) are for twelve (12) months from the current expiration date. If the current expiration date falls on Saturday, Sunday, or a holiday, the current registration remains valid until the next business day.

101 ANDERSON LANE
MADISON, TN 37115
www.fordnashville.com



SERVICE HOURS
7:30 A.M. - 6:00 P.M.
MONDAY - FRIDAY

SWITCHBOARD: (615) 865-1280

CLAIMS REVIEW		(CHECK <input checked="" type="checkbox"/> APPROPRIATE BOX)	PARTS SCRAP OUT	
AUTHORIZATION TO SUBMIT CLAIM				
\$ PARTS	\$ LABOR	\$ TOTAL		

Authorized Signature And Date

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 CONVICTED 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.

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

I hereby authorize the repair work described 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 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 below vehicle to secure the amount of repairs thereto.

AS IS

THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. 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.

X

DEALER GUARANTEES THAT THE LABOR PERFORMED IN THIS REPAIR SHOP HAS BEEN COMPETENTLY PERFORMED AND THAT ANY DEFECT WHICH OCCURS WILL BE CORRECTED WITHOUT CHARGE BY THIS REPAIR SHOP FOR A PERIOD OF 90 DAYS OR 4000 MILES FROM THE DATE OF THIS REPAIR, WHICHEVER FIRST OCCURS.

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W70997	
ASHLAND CITY TN		ASHLAND CITY TN 5	
WORK: HOME:		WORK: HOME:	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0244 ADV: 309 GARDNER, INVOICE: PRELIM WAR W EB		VIN 3FAHPOGA9BR LICENSE NUMBER: TN	
INVOICED: 07/19/2011 16:53:44		11 FORD FUSION S 14 4DR SUN DK RED/MAR	
ODOMETER IN: 3509		DIST: 1FA	
DATES BEGIN: 07/11/11 DONE: 07/19/11		DATES INSERVICE: 042211	
SOLD: 042211			
CONCERN 31 POWERSTEERING INOP		OPERATION TECH HOURS AMOUNT	
CAUSE VERIFIED CONCERN PERFORMED INTERACTIVE DIAGNOSIS WITH IDS RETRIEVED CODES		3504E 084 .2 17.72	
CORRECTION U0415 P07AE. PERFORMED PINPOINT TESTS, R AND R SUBFRAME, PERFORMED AS BUILT DATA INSTALL. REPLACED STEERING GEAR, CLEARED CODES, RESET TDE AND CENTER STEERING WHEEL. RETESTED.			
51-1 STEERING GEAR PROGRAMMABLE MODULE INSTALLATION (PMI) - PROGRAM - TEST		3504E8 084 .1 8.86	
51-2 STEERING GEAR ASSEMBLY - EPAS (3504/3A500) - DIAGNOSTIC PINPOINT TEST		3504SE45 084 .3 26.58	
51-3 STEERING GEAR REPLACE		3504A 084 1.7 150.62	
PART NUMBER P04 NOTE DESCRIPTION QTY LIST SELL			
PMC AESZ *3504 CE NSTK *GEAR ASY - STEERING		1 923.97 659.96 659.96	
PARTS: COUNT 1 ALLOWANCE: 263.99			
FACTORY CONCERN : P58 COND CODE : 42			
FP-AESZ3504CE			
REPAIR TYPE 01 VISIT 1 CODES -			
MISC DIAGNOSTIC:			
UNDEFINED - U0415 P07AE			
TYPE: W		SUBTOTAL	
		PARTS 923.97	
		LAB-MECHANICAL 203.78	
		TOTAL CHARGE FOR CONCERN 1127.75	
CONCERN 52 RENTAL CAR		OPERATION TECH HOURS AMOUNT	
CAUSE CLAIM FOR TRANSPORTATION ASSISTANCE		TAP1 SUB .0 .00	
CORRECTION TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR			
COMMENT TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR			
PART NUMBER P04 NOTE DESCRIPTION QTY LIST SELL			
REPRINTED 1 TIMES			

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101 ANDERSON LANE
MADISON, TN 37115
www.fordnashville.com



SERVICE HOURS
7:30 A.M. - 6:00 P.M.
MONDAY - FRIDAY

SWITCHBOARD: (615) 865-1280

(CHECK (✓) APPROPRIATE BOX)		
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT
\$ PARTS	\$ LABOR	\$ TOTAL
Authorized Signature And Date		
<small>ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE KNOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REQUIRED OR REQUIRED UNDER THIS CLAIM HAD BEEN CORRECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR IN USE. 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.</small>		
<small>I hereby authorize the repair work hereafter set forth to be done along with the necessary material and agree that you are not responsible for loss 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 below vehicle to secure the amount of repairs thereto.</small>		
<small>THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. 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.</small>		
<small>DEALER'S GUARANTEE THAT THE LABOR PERFORMED IN THIS REPAIR SHOP HAS BEEN COMPETENTLY PERFORMED, AND THAT ANY DEFECT WHICH OCCURS WILL BE CORRECTED WITHOUT CHARGE BY THIS REPAIR SHOP FOR A PERIOD OF 90 DAYS OR 4000 MILES FROM THE DATE OF THE REPAIR, WHICHEVER FIRST OCCURS.</small>		
(SIGNED)	DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON	(DATE)

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE:	
ASHLAND CITY TN		ASHLAND CITY TN	
WORK: [REDACTED]	HOME: [REDACTED]	WORK: [REDACTED]	HOME: [REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0689 ADV: 367 D'CONNELL INVOICE: PRELIM WAR W D		VIN 3FAHPOGA9B [REDACTED] LICENSE NUMBER: TN [REDACTED]	
INVOICED: 08/15/2011 12:14:20		11 FORD FUSION S 14 4UR SUN DK RED/MAR	
ODOMETER IN: 4037		STOCK# C0C10436	
DATES BEGIN: 08/01/11 DONE: 08/15/11		DATES INSERVICE: 04/22/11 SOLD: 04/22/11	
CONCERN 33# CUSTOMER STATES TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR		OPERATION TECH HOURS AMOUNT	
CAUSE TAP		TAP1 SUB .0 .00	
CORRECTION TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR			
COMMENT TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR			
FACTORY CONCERN : A99 COND CODE : 82			
FP-TAP			
REPAIR TYPE 01 VISIT 1 CODES -			
TYPE: W		SUBTOTAL	
		TOTAL CHARGE FOR CONCERN .00	
CONCERN 51 CUSTOMER STATES P/S INOP		OPERATION TECH HOURS AMOUNT	
CAUSE BINDING		3078AC 084 1.3 115.18	
CORRECTION REPLACED BOTH RIGHT LOWER CONTROL ARMS			
51-1 REPLACED BOTH LEFT LOWER CONTROL ARMS		3078AT 084 1.3 115.18	
PART NUMBER	PO# NOTE DESCRIPTION	QTY LIST SELL	
FMC BESZ 3079 A		1 95.73 68.38	68.38
FMC BESZ 3078 A	NSIK	2 71.88 51.34	102.68
FMC BESZ 3078 B	NSIK	1 95.73 68.38	68.38
FMC BESZ 3K186 A	NSIK	1 140.13 100.09	100.09
PARTS: COUNT 5	ALLOWANCE: 135.82		
FACTORY CONCERN : L68 COND CODE : 69			
FP-BESZ3078A			
REPAIR TYPE 01 VISIT 1 CODES -			
		SUBTOTAL	
		PARTS 475.35	
		LAB-MECHANICAL 250.36	
		PAGE 1	

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SERVICE HOURS
7:30 A.M. - 6:00 P.M.
MONDAY - FRIDAY

SWITCHBOARD: (615) 865-1280

<input type="checkbox"/> CLAIMS REVIEW <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM <input type="checkbox"/> PARTS SCRAP OUT		
\$ PARTS	\$ LABOR	\$ TOTAL
Authorized Signature And Date <small>ON BEHALF OF SERVICE 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 SERVICE DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.</small>		
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 below vehicle to secure the amount of repairs thereto.		
THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. 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.		
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INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: 4	
ASHLAND CITY TN 37015 WORK:		ASHLAND CITY TN WORK:	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0689 ADV: 367 D'CONNELL INVOICE: PRELIM WRO W O DM INVOICED: 08/15/2011 12:14:20 ODOMETER IN: 4037 DIST: 1FA		VIN 3FAHPOGA9B LICENSE NUMBER: TN 11 FORD FUSION S 14 4DR SDN DK RED/MAR STOCK# 00C10436 DATES INSERVICE: 042211 SOLD: 042211	
CONCERN 52* ADD FUEL CORRECTION CLEAN AND WASH CAR REFILLED WITH FUEL COMMENT GOODWILL		OPERATION TECH HOURS AMOUNT FUEL SUB .0 .00	
PART NUMBER PO# NOTE DESCRIPTION QTY LIST SELL 301453 MADISON BP 1 55.12 55.12 55.12		SUBTOTAL SUBLET REPAIRS 55.12 FLG CHARGE TO 7750 55.12 TOTAL CHARGE FOR CONCERN .00	
TYPE: CND		GRAND TOTALS	
SUMMARY OF CHARGES FOR INVOICE 071744 SUBLET REPAIRS 55.12 FLG CHARGE TO 7750 55.12 TOTAL CHARGE .00		PAYMENT DISTRIBUTION FOR INVOICE 071744 BCM CHARGES .00 TOTAL CHARGE .00	
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST WAR - WARRANTY ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE: DATE OPENED ROW DATES INVOICED 08/08/11 71997 IF YOU HAVE ANY QUESTIONS - PLEASE SEE VANESSA A D'CONNELL			

SERVICE COPY

PAGE 1
LAST PAGE

101 ANDERSON LANE
MADISON, TN 37115
www.fordnashville.com



SERVICE HOURS
7:30 A.M. - 6:00 P.M.
MONDAY - FRIDAY

SWITCHBOARD: (615) 865-1280

<input type="checkbox"/> CLAIMS REVIEW <input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM <input type="checkbox"/> PARTS SNAPSHOT		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 engine inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repair charges.
\$ PARTS	\$ LABOR	\$ TOTAL
Authorized Signature And Date ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE. INVOICE SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.		
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON		(DATE)

THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. 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.

X

DEALER GUARANTEES THAT THE LABOR PERFORMED IN THIS REPAIR SHOP HAS BEEN COMPLETLY PERFORMED, AND THAT ANY DEFECT WHICH OCCURS WILL BE CORRECTED WITHOUT CHARGE BY THIS REPAIR SHOP FOR A PERIOD OF 90 DAYS OR 6000 MILES FROM THE DATE OF THE REPAIR, WHICHEVER FIRST OCCURS.

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W71744	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0689 ADV: 367 O'CONNEL INVOICED: 08/15/2011 12:14:20 PM 11 FUSION		DK RED/MAR LICENSE NUMBER: TN	
TYPE: W	LINE FLAGS: NOS	TOTAL CHARGE FOR CONCERN 705.71	
SUMMARY OF CHARGES FOR INVOICE W71744		PAYMENT DISTRIBUTION FOR INVOICE W71744	
PARTS	475.35	TOTAL CHARGE	705.71
LAB-MECHANICAL	230.36	WARRANTY	705.71
TOTAL CHARGE	705.71	GRAND TOTALS	
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST WRO - WRITE OFFS ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE: DATE OPENED ROW DATES INVOICED 08/08/11 71997 IF YOU HAVE ANY QUESTIONS - PLEASE SEE VANESSA A. O'CONNELL			

PAGE 2
LAST PAGE

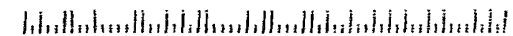
SERVICE COPY

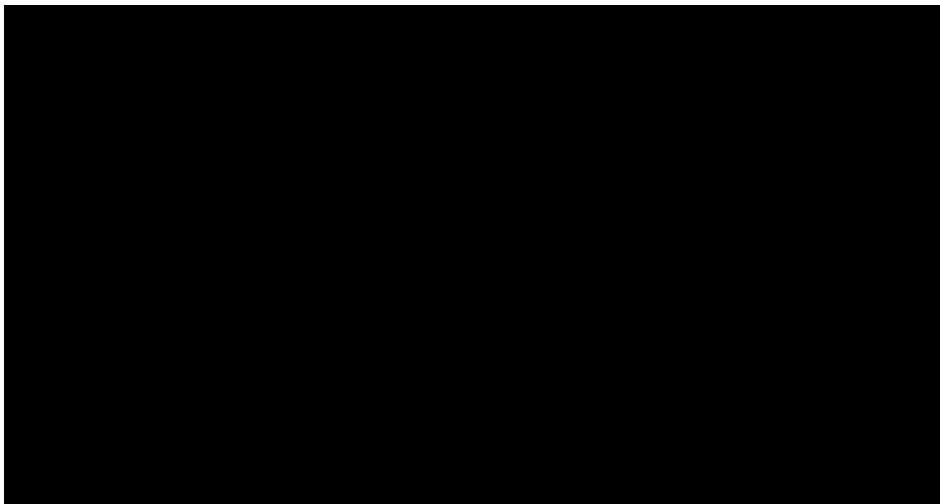
Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345



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

4812632798 0097





ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, MI Bar
⁹ Member, NH Bar
¹⁰ Member, CT Bar
¹¹ Member, TN Bar
¹² Member, WY Bar
¹³ Member, DC Bar
¹⁴ Member, CA Bar
¹⁵ Member, WI Bar
¹⁶ Member, TX Bar
¹⁷ Member, WV Bar

¹⁸ Certified by the New Jersey
Supreme Court as a Civil Trial
Attorney



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

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

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT^{18, 19}
ROBERT A. RAPKIN²⁰
ANGELA K. TROCCOLI²¹
FRED DAVIS^{22, 23, 24}
AMY L. BENNECOFF^{25, 26, 27}
CHRISTINA GILL ROSEMAN^{28, 29}
RICHARD A. SCHOLER³⁰
TARA L. PATTERSON³¹
W. CHRISTOPHER COMONOVIO³²
TIMOTHY J. ABEEL, JR.³³
JOSEPH L. GENTILCORE³⁴
ALFRED J. TUMOLO III³⁵

March 29, 2013

Ms. Cherie Leich
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company
Case No: [REDACTED]

Dear Madam,

I have enclosed a new invoice from our client, for your review.

Very truly yours,

Jacqueline C. Herritt

JCH:as
Enclosure

CONSUMER AFFAIRS
SECTION

73 APR -2 AM 58



Montgomery County Reg # A 01879

Dealer Code: 00664-6

STATE REG. # 01879

SHEEHY

www.sheehy.com

SHEEHY FORD LINCOLN

901 N. Frederick Avenue

Gaithersburg, MD 20879



301-258-1015

Hours: Mon - Fri 7:00 AM - 7:00 PM

Saturday 8:00 AM - 1:00 PM

CUSTOMER NO. 1215547	ADVISOR RACHEL RHEA	TAG NO. 364431	INVOICE DATE 03/22/13
	LICENS NO. 6623	MILEAGE 32,959	COLOR BLACK/
	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	DELIVERY DATE	DELIVERY MILES
APT #: ROCKVILLE, MD	VEHICLE I.D. NO. 3FAHP0GA9BR	SELLING DEALER NO.	PRODUCTION DATE
E-MAIL	R.T.E. NO.	R.O. DATE 03/20/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	EMAIL
			MO: 32959

JOB# 1 CHARGES

LABOR

1 06PITZ STEERING/SUSPENSION TECHNICIAN BLEED

CUSTOMER STATES STEERING WHEEL IS LOCKING UP PLEASE
CHECK
TEST DRIVE CAR AND FELT STEERING LOOSE AT TIMES AND HARD AT
TIMES. RELEARNED SYSTEM.

SUBLET PO# 308945 VEND INV# INV DATE DESCRIPTION 03/22/13 TAP RENTAL

JOB# 1 TOTALS

TOTALS

WARRANTY

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.

TOTAL INVOICE \$ 0.00

COMPLETED SATISFIED **LESS THAN COMPLETELY SATISFIED**

CUSTOMER SIGNATURE



WHILE YOUR MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES. YOU SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.

Ask your Service Consultant or Cashier how you can earn \$0.00 in SHEEHY VIP Bucks Today.

RA # [REDACTED]
Invoice #
Date: 03/23/2013

NEXTCAR ALL VEHICLE RENTALS
 ALLCAR LEASING FED# 52-1290138
 99 MAIN STREET
 LAUREL, MD 20707
 (240) 646-7173

Bill To

SHEEHY FORD
 901 N FREDERICK AVE
 GAITHERSBURG, MD 20879

Renter Information

[REDACTED]
 ROCKVILLE, MD [REDACTED]
 DL: [REDACTED] MD 03/20/2018
 PO #: 308945
 Claim #:
 Adjuster:
 Renter's Ins: ALLSTATE
 Policy #:
 Insured:

Rental Summary

1. Unit #: 31396			<u>Date</u>	<u>Time</u>	<u>Odom</u>	<u>Fuel</u>	<u>Loc</u>
Rented Class: Standard	Lic: 4AN2884 MD	Out: 03/20/2013	12:53	31,809	2	NGB	
2011 CHRYSLER	VIN: 1C3BC1FG4BN [REDACTED]	In: 03/23/2013	12:56	32,947	2	NGB	

Charge Summary

<u>Description</u>	<u>Charged</u>	<u>Rate</u>	<u>Per</u>	<u>Amount</u>	<u>Total Billed for AR</u>
Hourly		10.34	hour	.00	SHEEHY FORD
Daily	3	25.11	day	75.33	
Excess Miles	838	.35	/mi	293.30	AMT
Net T&M				368.63	DUE \$ 411.03 308945
Veh License Recov Fee	3	.00	day		
SALES TAX		11.500	%	42.40	
Subtotal of Other Charges				42.40	
Total Charges				411.03	
Deposit VISA 47XX 6651		03/20/2013		50.00	
Payment VISA 47XX 6651		03/23/2013		-50.00	
Billed AR 2108		03/23/2013		411.03	
Total Due				411.03	

LP MD

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, MI Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WV Bar
Member, DC Bar
Member, CA Bar
Member, WI Bar
Member, TX Bar
Member, WV Bar

Certified by the New Jersey
Supreme Court as a Civil Trial
Attorney



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

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

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT
ROBERT A. RAPKIN
ANGELA K. TROCCOLI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPONOVIO
TIMOTHY J. ABEEL, JR.
JOSEPH L. GENTILCORE
ALFRED J. TUMOLO III

March 18, 2013

13 MAR 21 A9:30

CONSUMER AFFAIRS
SECTION

Ms. Cherie Leich
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [REDACTED]
2011 Ford Fusion
VIN: 3FAHP0GA9BR [REDACTED]

Dear Madam:

060 11 1013MAR22 PM4:54

As you know, this office represents the above-referenced individual for problems encountered with the 2011 Ford Fusion. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the power steering.

Please let me know if Ford Motor Company is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

Jacqueline C. Herritt

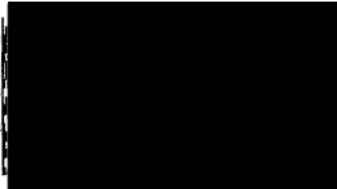
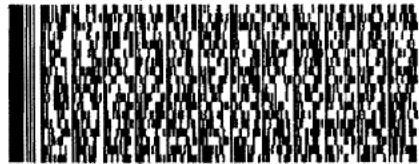
JCH/as
Attachments

PE14-030 000980LC



6601 Ritchie Highway, N. E.
Glen Burnie, Maryland 21062

REGISTRATION CERTIFICATE



TAG NUMBER

UNIT #

STICKER NUMBER



TITLE NUMBER



MAKE AND BODY STYLE OF VEHICLE
FORD 4S

YEAR
2011

CLASS
A

EXCEPT
N/A

VEHICLE IDENTIFICATION NUMBER
3FAHP0GA9BR



GR. VEH. WT.
-3700

GR. COMB. WT.
00N/A

FEE
128.00

EXPIRATION DATE
01/31/2015

OWNER'S LICENSE SOUNDEX NO.



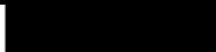
CO-OWNER'S LICENSE SOUNDEX NO.



NAME(S) AND ADDRESS OF REGISTERED OWNER(S)



ROCKVILLE MD



SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer Name and Address
(Including County and Zip Code)

Co-Buyer Name and Address
(Including County and Zip Code)

Creditor-Seller (Name and Address)

LINDSAY FORD OF WHEATON
11250 VEINS HILL ROAD
WHEATON, MD 20902

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

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
New	2011	FORD FUSION	3FAHP06A9BR	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
16.00%	\$ 10951.62	\$ 19166.70	\$ 30118.32	\$ 4500.00 \$ 34618.32

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	418.31	Monthly beginning 01/11/11

Or As Follows:

Late Charge. If payment is not received in full within 15 days after it is due, you will pay a late charge of 10 % of the part of the payment that is late, with a minimum charge of \$ 5.

Prepayment. If you pay off all your debt early, you will not 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, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

- Cash Price
 - Cash Price of Motor Vehicle (including accessories, services, and taxes) \$ 22578.70(A)
 - Dealer Processing Charge (not required by law) \$ 100.00(B)
 - Freight Charge \$ N/A(C)
 - Other \$ N/A(D)
 - To Whom Paid N/A
 - Other \$ N/A(E)
 - To Whom Paid N/A

Total Cash Price \$ 22678.70(1)
- Total Downpayment =

Trade-in N/A

(Year) (Make) (Model)

Gross Trade-In Allowance \$ N/A

Less Pay Off Made By Seller \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ 2500.00

+ Other REBATE \$ 2000.00

(If total downpayment is negative, enter "0" and see 4i below) \$ 4500.00(2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 18178.70(3)
- Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):
 - Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life \$ N/A

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 is required is checked below.

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
☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance or 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 of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

B Vendor's Single Interest InsurancePaid to Insurance Company \$ N/A**C Other Optional Insurance Paid to Insurance Company or Companies** \$ N/A**D Official Fees Paid to Government Agencies** \$ N/A**E Government Taxes Not Included in Cash Price** \$ N/A**F Government License and/or Registration Fees**LIC ELECT TTAB LIC \$ 189.00**G Government Certificate of Title Fees**(includes \$ N/A security interest recording fee) \$ 50.00**H Optional Gap Contract**\$ 750.00**I Other Charges (Seller must identify who is paid and describe purpose)**N/A for Prior Credit or Lease Balance \$ N/AN/A for N/A \$ N/AEST OF MD for TIRE TAX \$ 5.00N/A for N/A \$ N/AN/A for N/A \$ N/ATotal Other Charges and Amounts Paid to Others on Your Behalf \$ 988.00 (4)**5 Amount Financed (3 + 4)**\$ 19166.70 (5)

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year . SELLER'S INITIALS

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X

Buyer Signature

Date

X

Co-Buyer Signature

Date

THIS INSURANCE 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.

Returned Check Charge: You agree to pay a charge of \$ 15.00 if any check you give us is dishonored on the second presentation.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4H of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos.WHA GAP Name of Gap Contract

I want to buy a gap contract.

Buyer Signs **X****NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of this vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and the addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and signed by both parties; and (iii) no oral changes are binding. Buyer Signs **X** Edgar Co-Buyer Signs

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

See back for other important agreements.

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.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs **X** Date 11/27/10 Co-Buyer Signs **X** Date 11/27/10

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here **X**Address Seller signs LINDSAY FORD OF WHEATONDate 11/27/10By **X** Title Seller assigns its interest in this contract to CAPITAL ONE AUTO FINANCE (Assignee) under the terms of Seller's agreement(s) with Assignee.☐ Assigned with recourse☐ Assigned without recourse☐ Assigned with limited recourseLINDSAY FORD OF WHEATON

Seller

By Title **LAW** FORM NO. 553-MD (REV. 4/08) U.S. PATENT NO. D460,782

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THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

PE14-030 000983LC

Customer Number: [REDACTED]

Invoice No: 208578C

INVOICE



Drive right.
LINDSAY
FORD OF WHEATON

Page 1 of 1

ROCKVILLE, MD [REDACTED]

Home:

Bus:

Cell: 240-688-7471

Email: email@none@none.com/home

SERVICE ADVISOR: 25722 GABRIEL S ESPINA

11250 VEIRS MILL RD

WHEATON, MD 20902

301-949-4060 & FAX: 301-949-3170

www.elindsay.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
TUXEDO	11	FORD FUSION	3FAHP0GA9BR[REDACTED]	[REDACTED]	28523 / 28536	T3641	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10			30AUG1219:00			VISA	31AUG12
R.O. OPENED		READY	OPTIONS: STK:F10717 ENG:2.5_Liter TRN:AT				
09:08 30AUG12		15:37 31AUG12					

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

A CUST STATES POWER STEERING HAD LOCKED UP ABOUT 3 TIMES WHILE DRIVING

MISC MISC P OP_CODE

15558 CP

0.00

0.00

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

28536 diagnosis, perform tests using scanner and power steering control module does not have any fault codes in memory. road test to attempt to verify concern but did not act up. created a hot line contact and was advised to first verify concern before replacing any components. unable to duplicate to perform any further pinpoint tests. need to return when concern is more repetitive.

B The Works - Oil Change, Brake Inspection, Belts and hoses check, Filter check, Tire rotation, Battery test, Fluid top-off, Multi-point inspection.

WRKS The Works - Oil Change, Brake Inspection, Belts and hoses check, Filter check, Tire rotation, Battery test, Fluid top-off, Multi-point inspection.

15558 CP

14.96

14.96

1 BE8Z*6731*AC KIT - ELEMENT & GASKET - OIL F

7.49

7.49

7.49

5 *5W20*

3.89

3.50

17.50

PARTS: 24.99 LABOR: 14.96 OTHER: 0.00 TOTAL LINE B: 39.95

28523 0.50 completed service

C PERFORMED MULTI POINT INSPECTION

GBATT WE CHECK THE BATTERY, IT PASSED ALL TESTS

AT THIS TIME:

15558 CP

0.00

0.00

99P PERFORMED MULTI POINT INSPECTION

15558 CP

0.00

0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER

2.09

Manufacturer Special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

***SHOP SUPPLY COSTS:** We have added a charge equal to 11% of the total cost of labor and parts, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair. A waste disposal charge may apply not to exceed \$5.00.

WARRANTY STATEMENT: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). 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

DESCRIPTION	TOTALS
LABOR AMOUNT	\$ 14.96
PARTS AMOUNT	\$ 24.99
GAS, OIL, LUBE	\$ 0.00
SUBLET AMOUNT	\$ 0.00
MISC. CHARGES *	\$ 2.09
TOTAL CHARGES	\$ 42.04
LESS INSURANCE	\$ 0.00
SALES TAX	\$ 1.50
PLEASE PAY THIS AMOUNT	\$ 43.54

Customer Number [REDACTED]

Invoice No: **208833**

INVOICE



Drive right.
LINDSAY
FORD OF WHEATON

Page 1 of 2

ROCKVILLE, MD 20850

Home:

Bus:

Cell: [REDACTED]

Email: email@none@none.com|home

SERVICE ADVISOR: **25722 GABRIEL S ESPINA**

11250 VEIRS MILL RD

WHEATON, MD 20902

301-949-4060 6 FAX: 301-949-3170

www.elindsay.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
TUXEDO	11	FORD FUSION	3FAHP0GA9BR[REDACTED]	[REDACTED]	28718 / 28718	T3213
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
27NOV10			15OCT1219:00			CASH
R.O. OPENED	READY	OPTIONS: STK:F10717 ENG:2.5_Liter TRN:AT				
12:50 05SEP12	11:46 19OCT12					

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

A CUST STATES POWER STEERING HAS LOCKED UP ABOUT 3 TIMES IN THE LAST 2 MONTHS WHILE DRIVING

MISC MISC P OP CODE

9957 CP

0.00

0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
28718 SEE LINE D, PLEASE REFER TO REPAIR LINE D

B RENTAL LOANER CAR PROVIDED BY ENTERPRISE RENT CAR

CAUSE: RENTAL ASSISTANCE FROM CAC

RENTAL RENTAL

999 WF

(N/C)

FC: H22 42

PART#: 3504

COUNT:

CLAIM TYPE: P1-1

AUTH CODE: M14X9 DDDPD

SUBL LOANER CAR PO#LFW63041

WF

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
28718 PROVIDE RENTAL DUE TO PART ON BACK ORDER

C** VINNIE SPECIAL ORDER PARTS ARE HERE 10-15-12.

MISC MISC P OP CODE

9957 ISP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
28718 OK

D** CHECK POWER STEERING SYSTEM HARD TO TURN

CAUSE: DEFECTIVE STEERING GEAR

MISC MISC P OP CODE

25818 WF

(N/C)

3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL

OR REPLACE (3504/3A500) - L

Manufacturer Special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (NHTSA) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or NHTSA. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

* SHOP SUPPLY COSTS: We have added a charge equal to 11% of the total cost of labor and parts, not to exceed \$50.00, to the Repair Order for shop supplies used in connection with this repair. A waste disposal charge may apply not to exceed \$5.00.

WARRANTY STATEMENT: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). 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

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

Customer Number: [REDACTED]

Invoice No: 208833

INVOICE



Drive right.
LINDSAY
FORD OF WHEATON

Page 2 of 2

ROCKVILLE, MD [REDACTED]

Home: [REDACTED]

Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

SERVICE ADVISOR: 25722 GABRIEL S ESPINA

11250 VEIRS MILL RD

WHEATON, MD 20902

301-949-4060 & FAX: 301-949-3170

www.elindsay.com

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
TUXEDO	11	FORD FUSION		3FAHP0GA9BR[REDACTED]		[REDACTED]	28718 / 28718		T3213
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
27NOV10			15OCT1219:00				CASH	19OCT12	
R.O. OPENED		READY		OPTIONS: STK:F10717 ENG:2.5_Liter TRN:AT					
12:50 05SEP12		11:46 19OCT12							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		25690	WF				(N/C)
	1	AE5Z*3504*CE	GEAR ASY - STEERING				(N/C)
		FC: H22 42					
		PART#: AE5Z*3504*CE					
		COUNT:					
		CLAIM TYPE:					
		AUTH CODE: DDDPD					
		00062					

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

28718 TEST AND DIAGNOSIS POWER STEERING SYSTEM EEC TEST PSCM CODE
C1B00-F2 PERFORM PINPOINT TEST E1 TO E2 REPLACE E/P/A/S MODULE AND GEAR
ASSEMBLY RACK AND PINION SOP PARTS WERE ON BACK ORDER FOR 2 MOUNTS

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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



Montgomery County Reg # A 01879
 Dealer Code: 00664-6
 STATE REG. # 01879

SHEEHY

www.sheehy.com

SHEEHY FORD LINCOLN
 901 N. Frederick Avenue
 Gaithersburg, MD 20879



301-258-1015
 Hours: Mon - Fri 7:00 AM - 7:00 PM
 Saturday 8:00 AM - 1:00 PM

CUSTOMER NO. 1215547		ADVISOR RACHEL RHEA	TAG NO. 6305	INVOICE DATE 02/25/13	CELL COC5939538
LABOR RATE 364431		LICENSE NO. 32,361	MILEAGE 32,361	COLOR BLACK/	STOCK NO.
YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD		VEHICLE I.D. NO. 3FAHP0GA9BR115		DELIVERY DATE	DELIVERY MILES
APT #: ROCKVILLE, MD		F.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE
E-MAIL SHEEHY@GMAIL.COM		P.O. NO.		R.O. DATE 02/25/13	
BUSINESS PHONE		COMMENTS		EMAIL	MO: 32368

JOB# 1 CHARGES-----			I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:		
LABOR----- J# 1 06FTZ1 STEERING NOISES TECH(S):360066:BL00 WARRANTY: X CUSTOMER STATES STEERING WHEEL LOCKS UP WHILE SHE IS DRIVING SHE HAS TO TURN CAR OFF THEN TURN BACK ON. ALSO HER STEERING WHEEL SQUEAKS WHEN MAKING SHARP TURNS OR U TURNS. PSCM NOT PROGRAMED CORRECTLY DIAG. PSCM U0415:00, PINPOINT TEST ABS U0415, PROGRAM PSCM WITH AS BUILT DATA, RESET IVD, CODES DID NOT RETURN BL00					
JOB# 1 TOTALS-----			STATEMENT OF DISCLAIMER		
JOB# 1 JOURNAL PREFIX COCS JOB# 1 TOTAL 0.00 JOB# 2 CHARGES----- LABOR----- J# 2 79FTZ6 BATT GREEN BATTERY TECH(S):BL00 INTERNAL BATTERY TEST PERFORMED AND BATTERY OK AT THIS VISIT BATTERY TEST RESULTS "GOOD" YOUR BATTERY IS TESTING GOOD AT THIS TIME. FREQUENT BATTERY TESTING IS RECOMMENDED, AS ANY BATTERY CAN FAIL WITHOUT WARNING.			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.		
JOB# 2 TOTALS-----					
JOB# 2 JOURNAL PREFIX COCS JOB# 2 TOTAL 0.00 JOB# 3 CHARGES----- LABOR----- J# 3 79FTZ6 TIRE GREEN TIRES TECH(S):BL00 INTERNAL PERFORM QCM TIRE INSPECTION 7/32" (5MM) OR GREATER TREAD REMAINING YOUR TIRES MEASURE GREEN AT THIS TIME. FREQUENT TIRE INSPECTIONS ARE RECOMMENDED FOR YOUR SAFETY					
JOB# 3 TOTALS-----					
JOB# 3 JOURNAL PREFIX COCS JOB# 3 TOTAL 0.00 JOB# 4 CHARGES----- LABOR----- J# 4 30FTZ99P MULTIPoint INSPECT TECH(S):BL00 INTERNAL PERFORM MULTI-POINT INSPECTION CUSTOMER REQUESTED PERFORMED MULTI-POINT INSPECTION					
JOB# 4 TOTALS-----					
JOB# 4 JOURNAL PREFIX COCS JOB# 4 TOTAL 0.00 ESTIMATE----- CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)			WHILE YOUR MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES. YOU SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.		

The Reynolds and Reynolds Company, ERANTS114E, CQ227110.2 (08/11)



Montgomery County Reg # A 01879

Dealer Code: 00664-6

STATE REG. # 01879

SHEEHY

www.sheehy.com

SHEEHY FORD LINCOLN

901 N. Frederick Avenue

Gaithersburg, MD 20879

LINCOLN

301-258-1015

Hours: Mon - Fri 7:00 AM - 7:00 PM

Saturday 8:00 AM - 1:00 PM

CUSTOMER NO. 1215547	ADVISOR RACHEL RHEA	TAG NO. 6305	INVOICE DATE 02/25/13	CELL: 471
	LABOR RATE	LICENSE NO. 364431	COLOR BLACK/	STOCK NO. C0CS939538
	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	MILEAGE 32,361	DELIVERY DATE	DELIVERY MILES
ROCKVILLE, MD	VEHICLE I.D. NO. 3FAHP0GA9BR		SELLING DEALER NO.	PRODUCTION DATE
E-MAIL SUAREZMV@YAHOO.COM	F.T.E. NO.	P.O. NO.	R.O. DATE 02/25/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	EMAIL	MO: 32368

COMMENTS-----
CREATED 2013-02-21 10:28:00AM TAKEN BY RACHEL RHEA

TOTALS-----

NEXT APPT: DATE:..... TIME:.....

* CASH..... CHECK#..... CREDIT CARD:.....*

* CHARGE ACCT#..... CASHIER INIT:.....*

----- HOW WAS YOUR VISIT? -----

CIRCLE ONE

COMPLETELY
SATISFIED

LESS THAN
COMPLETELY
SATISFIED

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

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW:

X

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.



WHILE YOUR MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES. YOU SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.

Ask your Service Consultant or Cashier how you
can earn \$0.00 in SHEEHY VIP Bucks Today.



Montgomery County Reg # A 01879
 Dealer Code: 00664-6
 STATE REG. # 01879

SHEEHY

www.sheehy.com

SHEEHY FORD LINCOLN
 901 N. Frederick Avenue
 Gaithersburg, MD 20879



301-258-1015
 Hours: Mon - Fri 7:00 AM - 7:00 PM
 Saturday 8:00 AM - 1:00 PM

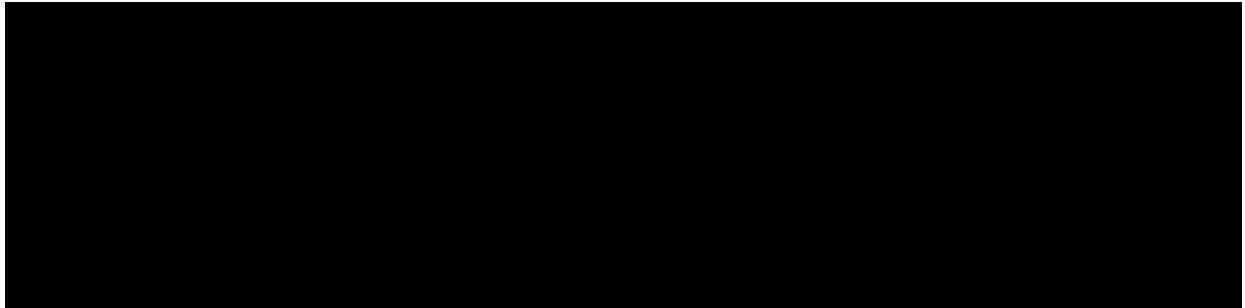
CUSTOMER NO. 1215547		ADVISOR RACHEL RHEA	TAG NO. 364431	INVOICE DATE 03/01/13	CELL: [REDACTED]
[REDACTED]		LICENS NO. [REDACTED]	MILEAGE 32,425	COLOR BLACK/	STOCK NO. COCS943634
[REDACTED]		YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	DELIVERY DATE	DELIVERY MILES	
[REDACTED]		VEHICLE I.D. NO. 3 FAHP0GA9BR	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]		R.O. DATE 02/27/13			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 32481		
JOB# 1 CHARGES			I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:		
LABOR JOB# 1 06F1Z STEERING/SUSPENSION TECH(S):BL00 WARRANTY CUSTOMER STATES STEERING WHEEL DOESNT WANT TO TURN. STEERING WHEEL DOESNT LOCK. <i>Not part of complaint. - steering wheel locks while driving.</i> DIAG.EPAS,U0131 DIAG.U0131,PINPOINT TEST D,D1,D2,D3,REPAIR MAIN BODY GROUND FOR EPAS HIGH RESISTENCE RETEST CLEAR CODE ROAD TEST 56 MILES NO PROBLEM BL00 <i>Service Manager</i>			X 3/1/13		
SUBLET PO# 308784 VEND INV# 03/01/13 FORD WARR 308785 03/01/13 FORD WARR RENTAL TOTAL - SUBLET 0.00			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.		
JOB# 1 TOTALS			JOB# 1 JOURNAL PREFIX COCS JOB# 1 TOTAL 0.00		
JOB# 2 CHARGES			JOB# 2 JOURNAL PREFIX COCS JOB# 2 TOTAL 0.00		
LABOR JOB# 2 79F1ZGBATT GREEN BATTERY TECH(S):BL00 WARRANTY BATTERY TEST PERFORMED AND BATTERY OK AT THIS VISIT BATTERY TEST RESULTS "GOOD" YOUR BATTERY IS TESTING GOOD AT THIS TIME. FREQUENT BATTERY TESTING IS RECOMMENDED. AS ANY BATTERY CAN FAIL WITHOUT WARNING.					
JOB# 2 TOTALS			JOB# 2 JOURNAL PREFIX COCS JOB# 2 TOTAL 0.00		
JOB# 3 CHARGES			JOB# 3 JOURNAL PREFIX COCS JOB# 3 TOTAL 0.00		
LABOR JOB# 3 79F1ZGTIRE GREEN TIRES TECH(S):BL00 WARRANTY PERFORM QCM TIRE INSPECTION 7/32" (5MM) OR GREATER TREAD REMAINING YOUR TIRES MEASURE GREEN AT THIS TIME. FREQUENT TIRE INSPECTIONS ARE RECOMMENDED FOR YOUR SAFETY					
JOB# 3 TOTALS			JOB# 3 JOURNAL PREFIX COCS JOB# 3 TOTAL 0.00		
ESTIMATE			CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)		



WHILE YOUR MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES. YOU SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.



Ms. Cherie Leich
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126





**Service of Process
Transmittal**

10/22/2013

CT Log Number 523732603

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 421-E6
Dearborn, MI 48126

RE: Process Served in Florida

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED]; Pltf. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint, Exhibits, Attachments, Interrogatories, Requests, Instructions, Notice, Designation

COURT/AGENCY: Palm Beach County Circuit Court, FL
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2011 Ford Fusion ("Fusion")
3FAHPOJA1BR [REDACTED] Seeking \$26,200.00

ON WHOM PROCESS WAS SERVED: C T Corporation System, Plantation, FL

DATE AND HOUR OF SERVICE: By Process Server on 10/22/2013 at 11:40

JURISDICTION SERVED : Florida

APPEARANCE OR ANSWER DUE: Earliest Answer Date - Within 20 days after service, exclusive of the day of service
(Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
312-578-9428

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day , 796965369616
Image SOP
Email Notification, Chris Dzbanski cdzbansk@ford.com

SIGNED: C T Corporation System
PER: Donna Moch
ADDRESS: 1200 South Pine Island Road
Plantation, FL 33324
TELEPHONE: 954-473-5503

*** FILED: PALM BEACH COUNTY, FL SHARON R BOCK, CLERK ***

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED]

PLEASE SERVE:
Ford Motor Company
c/o C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

[REDACTED]
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

SUMMONS

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

OCT 16 2013

BRENT WIKGREN
KROHN & MOSS, LTD.
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
FBN: 0042911



As Clerk of the Court

By

As Deputy Clerk

Belva Hamilton

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

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. Please contact Krista Garber, ADA Coordinator, in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401; telephone number (561) 355-4380 within two (2) working days of your receipt of this [summons]; if you are hearing or voice impaired, call 1-800-955-8770.

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

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT FOR PALM BEACH COUNTY, FLORIDA

(Name of Court) _____

Plaintiff _____

Judge: _____

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 | |

- | | |
|--|--|
| <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 of party

Fla. Bar # 0042911
(Bar # if attorney)

Brent Wikgren
(type or print name)

10/07/13
Date

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED],
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

COMPLAINT AND WRITTEN DISCOVERY REQUESTS

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

PARTIES

1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who is currently 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 Palm Beach, 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 Honolulu Ford, Inc. ("Seller"). Manufacturer does business in all counties of the State of Florida including Palm Beach County, and maintains offices in the County of Palm Beach, 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 October 6, 2011, Plaintiff purchased from Seller a 2011 Ford Fusion ("Fusion"), manufactured and distributed by Manufacturer, Vehicle Identification No. 3FAHP0JA1BR[REDACTED], for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the Fusion, excluding all charges such as registration charges, document fees, sales tax, bank charges, and finance charges, totaled at least \$26,200.00.

6. Plaintiff avers 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 Plaintiff at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiff.

11. On or about October 6, 2011, Plaintiff 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. Plaintiff delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiff 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. Plaintiff 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 electrical system as evidenced by the illumination of the PS warning light, illumination of the traction control light, illumination of the SVC light, illumination of the tire pressure light;
- b. Defective suspension as evidenced by the intermittently power steering failure; and
- c. 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. Plaintiff 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 Plaintiff's 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. Plaintiff justifiably lost confidence in the Fusion's safety and/or reliability, and said defects have substantially impaired the value of the Fusion to Plaintiff.

20. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's 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 Plaintiff's 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, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiff has 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. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiff is a purchaser 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 Plaintiff.

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 Plaintiff's Complaint in that the Fusion was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

30. Plaintiff's 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 Plaintiff 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 Plaintiff and Manufacturer for the sale of the Fusion to Plaintiff.

32. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. 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.

PLAINTIFF DEMANDS 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 Plaintiff
FBN: 0042911

EXHIBIT A

CREDIT SALE CONTRACT-MOTOR VEHICLE SIMPLE FINANCE CHARGE

Deal Number 00252799 Stock Number 00320270

Buyer Name or Business Name and Buyer Address and Mailing Address (if different) (Including County and Zip Code)	Co-Buyer Name or Business Name and Co-Buyer Address and Mailing Address (if different) (Including County and Zip Code)	Creditor/Seller (Name and Address)
<u>J B S B H HI</u>	<u>[REDACTED]</u>	HONOLULU FORD, INC. 1370 N KING ST HONOLULU HI 96817

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

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	11	FORD FUSION	3FAHP0JA1BR	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business Mileage: <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you, or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
5.00%	\$3,055.16 (e)	\$22,697.44	\$25,752.60 (e)	\$8,000.00 is \$33,752.60 (e)
(e) means estimate				
Your Payment Schedule Will Be:				
Number of Payments	Amount of Payments	When Payments Are Due		
EQ	429.21	Monthly beginning NOV 20TH 2011		
1	429.21	OCT 20TH 2016		
(e)				
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5% of the part of the payment that is late, whichever is less.				
Prepayment: If you pay off all your debt early, you will not 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, any required repayment in full before the scheduled date and security interest.				

ITEMIZATION OF AMOUNT FINANCED

A Cash Price including Accessories	\$ 26,200.00
B Safety Inspection Fee Paid to Seller	\$ N/A
C Other	\$ N/A
D Other	\$ N/A
E Other	\$ N/A
F Other	\$ N/A
G General Excise Tax	\$ 3,370.01
H Other Tax	\$ N/A
Total Cash Price (A through H)	\$ 27,570.01 (1)
2 Total Downpayment	N/A
Trade-In	N/A
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade-In (indicate if negative amount)	\$ N/A
+ Cash	\$ 5,000.00
+ Dealer Rebate	\$ N/A
+ Manufacturer Rebate	\$ 3,000.00
+ Other	\$ N/A
Total Downpayment	\$ 8,000.00 (2)
(Instructions: If Net Trade-In above is a negative amount, Seller may apply cash and rebates to the negative Net Trade-In AND (1) enter any remaining positive amount as the Total Downpayment, OR (2) enter 5-0, as the Total Downpayment and enter any remaining negative amount in Other Charges 4H as "Prior Credit or Lease Balance". If Seller does NOT apply cash and rebates to a negative Net Trade-In amount, enter cash and rebates as the Total Downpayment without regard to the negative Net Trade-In amount, and enter the Negative Trade-In amount in Other Charges 4H as "Prior Credit or Lease Balance".)	
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 19,570.01 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies	

Insurance. You may buy the physical damage insurance this Contract requires (see back) from anyone you choose who is acceptable to us. However, you can't get it through us. You are not required to buy any other insurance to obtain credit, unless the box indicating Vendor's Single Interest Insurance is required, is checked below. Your decision to buy or not buy other insurance will not be a factor in the credit approval process. 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

☐ Credit Disability (Buyer Only)

Premium	Term
Credit Life \$ N/A	N/A
Credit Disability \$ N/A	N/A
Insurance Company Name	
N/A	
Home Office Address	
N/A	

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not 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 of Amount Financed. Credit life insurance is based on your original Payment Schedule. This insurance may not pay all you owe on this Contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Signature of Buyer Requesting Coverage _____ Date _____

Signature of Co-Buyer Requesting Coverage _____ Date _____

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. IT DOES NOT MEET THE REQUIREMENTS FOR PROOF OF FINANCIAL RESPONSIBILITY UNDER HAWAII LAW.

Returned Check Charge: You agree to pay a charge of up to \$ 30.00 or as the law permits if any check you give us is dishonored.

SERVICE CONTRACT (Optional) By initiating below, you request a Service Contract written with the following company for the term shown below. This cost is shown in Item 4H of the Itemization of Amount Financed.

Company FORD ESP

Terms: The first 22 months or 75000 miles

Buyer's Initials JS Deductible 100.00

Seller's Right to Cancel If Buyer and Co-Buyer sign

Disability	\$ N/A	\$ N/A
B. Vendor's Single Interest Insurance		
Paid to Insurance Company	\$ N/A	
C. Optional Gap Contract	\$ 399.00	
D. Official Fees Paid to Government Agencies	\$ N/A	
E. Government Taxes Not Included in Cash Price	\$ N/A	
F. Government License and/or Registration Fees		
G. Government Certificate of Title Fees	\$ 252.41 (e)	
H. Other Charges (Seller must identify who is paid and describe purpose)		
to N/A for Prior Credit or Lease Balance	\$ N/A	
to Seller for Documentary Fee (not a governmental fee)	\$ N/A	
to HONOLULU FORD for SERVICE CONTRACTS	\$ 1,475.00	
to HONOLULU FORD for MAINTENANCE CONTRACT	\$ 780.00	
to N/A for N/A	\$ N/A	
to HONOLULU FORD for DOOR PER	\$ 221.00	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
to N/A for N/A	\$ N/A	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 3,127.43 (4)	
5. Amount Financed (3 + 4)	\$ 22,697.44 (5)	

(e) means estimate

financial institution, the provisions of the Seller's Right to Cancel section on the back will apply.

Signature of Buyer

Signature of Co-Buyer

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company; through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

The Documentary Fee shown in Item 4H of the Itemization of Amount Financed is not a governmental fee but is a dealer charge for services related to the sale including the processing of sale documents.

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this Contract.

Term 60 Mos. GAPWISE Name of Gap Contract

I want to buy a gap

Buyer Signs X

☐ (check if applicable - used vehicles only) **"AS IS"**
THIS VEHICLE SOLD "AS IS". YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES, EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING.

Buyer Signs _____ Date 10/06/11 Co-Buyer Signs _____ Date 10/06/11

This ☐ IS ☐ IS NOT a door-to-door sale. There ☐ IS A ☒ IS NO 3-DAY RIGHT TO CANCEL on this purchase

Salesperson's or Dealer's Initials

HOW THIS CONTRACT CAN BE CHANGED. This Contract contains _____ relating to this Contract. Any change to this Contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs X
 If any part of this Contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this Contract without losing them.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

ACKNOWLEDGEMENT: You agree to the terms of this Contract. You confirm that before you signed this Contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it. You acknowledge that this Contract contains an agreement to arbitrate disputes.

NOTICE TO THE BUYER: Do not sign this Contract before you read it. When you sign this Contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This Contract is covered by Hawaii's credit sale law, and you have the rights of a buyer under that law. You also may have rights under other state and federal laws.

CREDIT SALE CONTRACT

Buyer Signs _____ Date 10/06/11 Co-Buyer Signs X _____ Date 10/06/11

DOOR-TO-DOOR SALE NOTICE. If the above sale is a door-to-door sale: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this Contract.

Other owner signs here X _____ Address _____
 Seller signs HONOLULU FORD, INC. Date 10/06/11 By X _____ Title Tina

EXHIBIT B

Ford & Mercury
2011 Model Year
(except F-650/750 and Hybrid vehicles)

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 17-32).



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 34 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 17-31.

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.

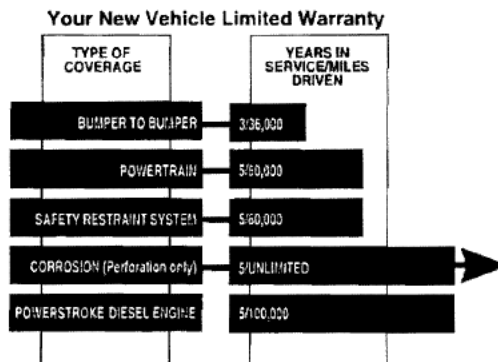
For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

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 17-31.

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 36 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, lightening, 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 36).
- 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 36)
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 35)



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.

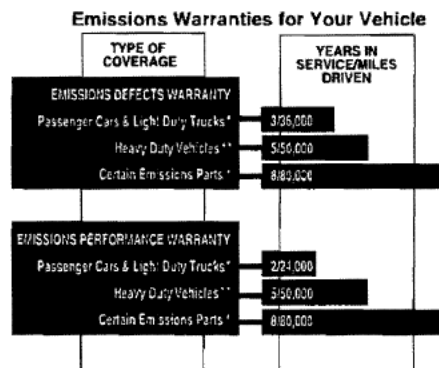
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

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 6,500 pounds gross vehicle weight rating (GVWR)

** Applies to trucks over 6,500 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

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	5/50,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS. and under)	3/50,000
PARTIAL ZERO EMISSION VEHICLES (PZEV)**** DEFECTS AND PERFORMANCE WARRANTY	15/150,000

- * Gross Vehicle Weight Rating
- ** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
- *** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.
- **** Refer to your Vehicle Emission Control Information Label for emissions certification information.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations,* and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

* 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 emissions standards, but not the California Emissions Warranty; the Federal Emission Control Warranty applies to all non-PZEV vehicles in New York)
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Maine, Maryland, Massachusetts, New Mexico, Oregon, Rhode Island, Vermont and Washington
- **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.
- **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 23-30)
- ➔ **Performance Warranty** (pages 23-25)
- ➔ **What Is Covered?** (pages 26-29)
- ➔ **What Is Not Covered?** (page 29)

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 and 2.0L EcoBoost engine 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

**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)

Part Name	Engine Size/Vehicle Line																			
	1.8L Focus	2.0L Focus	2.0L Focus/Crown	2.0L Explorer	2.3L Ranger	2.3L Duram/Man	2.4L Escape/Explorer	3.0L Duram/Man	3.0L Escape/Explorer	3.5L Fusion	3.5L Flex	2.5L Taurus	4.6L Edge	3.5L F150	3.7L Edge	3.7L Mustang	3.7L F150	4.0L Ranger	4.6L Duram/Van/Glad/Marquis	4.6L E-Series
ABS Module																				
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Exhaust Converter Intermediate Pipe																				
Universal Particulate Filter																				
Universal Exhaust Flange Assembly																				
Cam Timing Assembly	X						X	X	X			X	X	X	X	X			X	X
Variable Camshaft Timing Kit												X	X	X	X	X				
Variable Camshaft Timing Housing (Right Hand)							X	X	X	X		X	X	X	X	X				
Variable Camshaft Timing Housing (Left Hand)							X	X	X	X		X	X	X	X	X				
Variable Camshaft Timing Solenoid												X	X							
Variable Camshaft Timing Assembly												X	X							
Turbocharger				X																
Charge Air Cooler				X																
Transmission Turbine Shaft Speed Sensor				X	X							X						X		
Transmission Output Shaft Speed Sensor																		X(2)		
Transmission Intermediate Speed Sensor					X													X		
Transmission Range Sensor						X		X												
Transmission Control Module				X				X	X	X	X	X	X	X						
Transmission Solenoid Assembly						X	X		X(3)	X	X	X	X	X	X				X	X
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Shield																				
Fuel Filter Pipe			X																	
Fuel Supply Manifold Assembly	X									X	X									
Fuel Delivery Module	X			X								X	X	X	X			X	X	X
Fuel Pump Assembly				X						X(4)		X								
Turbocharger Control Solenoid				X																
Intake Manifold										X	X	X	X	X	X			X	X	X
Exhaust Manifold (Right-Hand)								X	X	X	X	X	X	X	X			X	X	X

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)

Part Name	Engine Size/Vehicle Line																							
	1.8L Focus	2.0L Focus	2.0L Focus/Connect	2.0L Explorer	2.3L Ranger	2.5L Fusion/2.0L Focus	2.5L Explorer/2.0L Focus	3.0L Explorer/2.0L Focus	3.5L Explorer/2.0L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus	3.5L Focus
Exhaust Manifold (Left-Hand)																								
Exhaust Manifold Gaskets																								
ECR Cooler																								
ECR Tube to Manifold Connector																								
Exhaust Vacuum Connector																								
Fuel Injector																								
High Pressure Fuel Pump																								
Throttle Body Spacer																								
Fuel Vapor Storage Canister																								
Fuel Injector Fuel Supply Manifold																								
Fuel Injector Wiring Harness																								
Instrument Cluster (S)																								
Powertrain Control Wiring Harness																								
Engine Control Wiring Harness																								
Powertrain Engine Control Unit (ECU)																								
Engine Control Sensor Wiring Assembly																								
Main Body Wiring Harness (F)																								
Dash Panel & Headlamp Junction Wiring Assembly (F)																								
Main Wiring Assembly (F)																								
Rear Lamp Wiring Assembly (S)																								

(1) For F-Superduty 4x4 Manual Shift on the Fly (MSOF) Transfer Case Vehicles only

(2) For 4x4 only

(3) Transmission Solenoid Assembly requires replacement of Transmission Valve/Control Assembly

(4) For EcoBoost Engine only

(5) For Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only

(6) For MIL Illumination 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 34.

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 (17L) 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.



February 2011
Sixth Printing
Warranty
Ford
Litho in U.S.A.
mercuryowner.com
fordowner.com
www.ford.ca



BW7J 19T201 EA

DISCOVERY REQUESTS

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED],
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

INTERROGATORIES TO DEFENDANT

NOW COMES Plaintiff, 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 Plaintiff 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff, or anyone on Plaintiff's behalf, has ever notified Defendant that Plaintiff 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 Plaintiff abuse, neglect, alter, modify, or misuse the subject vehicle? If your answer to said interrogatory is "Yes," describe how Plaintiff 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 Plaintiff?

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 Plaintiff was 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 Plaintiff.

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 Plaintiff's 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 Plaintiff's Request for Production of Documents and who may be called by Plaintiff as a witness in Plaintiff's case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiff 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 Plaintiff's Request for Production, identify all employees located within this state that collectively are familiar with these documents so that Plaintiff may call these individuals as witnesses in Plaintiff's 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 Plaintiff
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 2013-CA-015607


Plaintiff,

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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's.

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, Plaintiff, 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 Plaintiff 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 Plaintiff's 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 Plaintiff 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 Plaintiff 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 Plaintiff's 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 Plaintiff and Defendant or between Plaintiff 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 Plaintiff
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED] - [REDACTED]

[REDACTED],
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

REQUESTS FOR ADMISSION

NOW COMES Plaintiff, 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff 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 Plaintiff 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 Plaintiff's Complaint remain uncorrected.
6. Plaintiff has not abused the subject vehicle.
7. Plaintiff has not neglected the subject vehicle.
8. Plaintiff has not modified the subject vehicle.
9. Plaintiff has 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 Plaintiff's 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 Plaintiff's 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 Plaintiff's 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 Plaintiff 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. Plaintiff's 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. Plaintiff 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 Plaintiff in the subject vehicle cannot be repaired by Defendant.

29. At the time Plaintiff took possession of the subject vehicle, it was covered by Defendant's written warranty.

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.


Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

Respectfully Submitted,
Krohn & Moss, Ltd

By: 

Brent Wjkgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiff
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED],
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

NOTICE OF SERVICE OF INTERROGATORIES

The Plaintiff, [REDACTED], by and through his undersigned attorneys, KROHN AND MOSS, LTD., serves the following Interrogatories upon the Defendant, FORD MOTOR COMPANY to be answered within the time and in the manner provided for in Rule 1.340, Fla.R.Civ.P.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a correct and true copy of the foregoing was sent via mail to Ford Motor Company c/o C T Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 on this 10-7, 2013.

Krohn and Moss, Ltd.

Brent Wikgren, Esq.

Florida Bar No. 0042911

10 N. Dearborn Street, 3rd Floor

Chicago, IL 60602

Phone: (312) 578-9428

bwikgren@consumerlawcenter.com

Attorney for Plaintiff

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED]
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

DESIGNATION OF EMAIL ADDRESSES

Plaintiff, through his counsel, and pursuant to Rule 2.516(b)(1)(A) of the Florida Rules of Judicial Administration, hereby serves its designation of primary and secondary email addresses as follows:

Primary Email Address:	Brent Wikgren, Esq.	bwikgren@consumerlawcenter.com
Secondary Email Address:	Jessica Smith, Esq.	jsmith@consumerlawcenter.com
Secondary Email Address:	Adam Hill, Esq.	ahill@consumerlawcenter.com

KROHN & MOSS, LTD.

By: 
BRENT WIKGREN, ESQUIRE

Attorney for Plaintiff

FBN: 0042911

Krohn & Moss, Ltd

10 N. Dearborn, Suite 300

Chicago, IL 60602

Telephone: (312) 578-9428

Facsimile: (866) 431-5576

bwikgren@consumerlawcenter.com

Case Print Report

Case Number [REDACTED]

Case Opened Date 2/7/2013 1:35 PM

Case Closed Date 3/4/2013

Case Status Resolved

Case Last Modified 3/4/2013 2:31 PM

Responsible Team Tier 1 Email

Case Classification Vehicle Concern > FIN Assist Request > CCT Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

WALDORF

HI

[REDACTED]

Email [REDACTED]

Dealer Waldorf Ford, Inc.

VIN 3FAHP0JA1BR [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 OTHER

Level 4 OTHER

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Agent Name

Note Last Modified

FordCRMAppUserAccount CRM

2/25/2013 2:10 PM

[REDACTED]
-HAD REPEATED PROBLEMS WITH HIS VEH
-THERE IS A POTENTIAL OF A RETURN UNDER THE HAWAII STATE LEMON LAW
-NUMEROUS FAILURES TO POWER STEERING AND TRACTION CONTROL SYSTEMS
-VEH IS IN THE SHOP BEING REPAIRED FOR THE 3RD TIME

Waldorf Ford Inc.
2440 Crain Hwy
Waldorf, MD 20601
(301) 843-2400

At Risk Scenarios: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team (his/her name is.....). 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 CAS-XXXXXXX.

****ADVISED CUST OF THE ABOVE**

Stephen Durocher

3/4/2013 2:29 PM

03-04 wsd 09-05-2011 mileage 9355 gas engine obc to dlr spoke to s/m scott and he said the veh is repaired and cust has veh back..obc to cust spoke to mr turner and he said veh is fine now, I provided cust my info and advised if he has any concerns in the future that he can contact ford after getting veh to a dirship..closing case

Case Print Report

Case Number



Case Print Report

Case Number

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	2/25/2013 2:10 PM	email	Owner Web Issues
FordCRMAppUserAccount CRM	2/25/2013 2:10 PM	email	Ford Motor Company CRM:0855091
Stephen Durocher	3/4/2013 2:29 PM	fmc_transferescalate	Transfer / Escalate
Stephen Durocher	3/4/2013 2:31 PM	fmc_closecase	Close Case
Stephen Durocher	3/4/2013 2:31 PM	incidentresolution	Case Resolution

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Case Opened Date 2/18/2013 10:49 AM

Case Closed Date 2/18/2013

Case Status Resolved

Case Last Modified 2/18/2013 10:50 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Request Repair Only

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

WALDORF

HI [REDACTED]

Email [REDACTED]

Dealer Waldorf Ford, Inc.

VIN 3FAHP0JA1BR [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 Inoperative

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Agent Name	Note Last Modified
Maureen Donnelly	2/18/2013 10:49 AM
CUST STATES POWER STEERING AND ADVANCE TRAC OUT FOR 5TH TIME WANTS TO KNOW IF HE HAS TOWING Waldorf Ford Inc. 2440 Crain Hwy Waldorf, MD 20601 (301) 843-2400 CSR ADVSD HE HAS TOWING TRANSFER TO RDSIDE FOR TOW TO DLR	

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Maureen Donnelly	2/18/2013 10:50 AM	fmc_closecase	Close Case
Maureen Donnelly	2/18/2013 10:50 AM	incidentresolution	Case Resolution
Aaron Conte	2/18/2013 11:36 AM	phonecall	CALL From - 5616139455

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Case Opened Date 2/18/2013 11:43 AM

Case Closed Date 2/26/2013

Case Status Resolved

Case Last Modified 2/26/2013 3:27 PM

Responsible Team Tier 1 Inbound

Case Classification Dealer - Information > Warranty/ESP Coverage Inquiry >
No Repair / Denial > Unable To Duplicate Concern

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

WALDORF

HI

Email [REDACTED]

Dealer Waldorf Ford, Inc.

VIN 3FAHP0JA1BR [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 Inoperative

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Agent Name	Note Last Modified
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FordCRMAppUserAccount CRM

2/18/2013 11:57 AM

****CUST. SAYS****

-TOOK VEH TO DLR ON 2/11 FOR POWER STEERING GOING OUT AND VEH HAVING NO TRACTION CONTROL
-BOTH ARE NOT GOOD B/C HE IS DRIVING IN SNOW LATELY
-TPMS INDICATOR WAS ALSO ON AT THE TIME, AND THE DLR FIXED TPMS LOW TIRE PRESSURE ISSUE ON 2/11, BUT DLR DIDN'T FIX THE OTHER 2 ISSUES ON 2/11 DLR VISIT
-SAME 2 ISSUES OF STEERING AND TRACTION CONTROL ARE STILL OCCURRING AGAIN AS OF YESTERDAY
-WANTS FMC TO WORK W/ DLR FOR AN ACTUAL REPAIR THIS TIME
-HE WILL TRY TO GET VEH TOWED TO DLR TONIGHT

****DLR INFO****

Waldorf Ford Inc.
2440 Crain Hwy
Waldorf, MD 20601
(301) 843-2400

****CRC ADV****

I have escalated this to our Customer Care Team so they can investigate your request further and work with your dealership to utilize all available resources to resolve your concern. The Ford Customer Service Manager for your area will contact you within two business days by 2/20 to follow up with you to make sure that the veh gets repaired this time.
-RENTAL VEH CAN BE PROVIDED TO YOU UNDER YOUR ESP PLAN IF COVERED AFTER DIAGNOSIS

+++ADV HIM OF THIS TOO::

=OBC TO DLR AND SPOKE W/ S/A DAVE AND HE SAID WHEN CUST. CAME TO DLR ON 2/11 THE DLR COULDN'T DUPLICATE THE STEERING AND TRACTION CONTROL ISSUES, SO THEY JUST REPAIRED THE TPMS ISSUE...ADVISED TO S/A THAT CUST. IS STILL HAVING THOSE 2 ISSUES AGAIN....S/A SAID DLR CAN ONLY START TO LOOK AT ISSUE ON 2/19

=CCT: PLS CALL HIM AT ANYTIME [REDACTED]

Stephen Durocher

2/26/2013 3:26 PM

02-26 wsd 09-05-2011 mileage 9223 gas engine obc to dlr lvm for s/m scott asking for a call back... ibc from dlr s/m scott lvm for me saying they have looked at veh and thought it was repaired...obc to dlr lvm for s/m scott asking for a call back abt this case,to discuss further..f/u 02-27 ibcall from dlr spoke to s/m scott and he said veh was repaired on 02-20 and cust hasn't been back since, closing case

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Aaron Conte	2/18/2013 11:55 AM	phonecall	CALL From - T6787#1
Stephen Durocher	2/26/2013 3:22 PM	phonecall	CALL From - 3016454900
Stephen Durocher	2/26/2013 3:25 PM	fmc_transferescalate	Transfer / Escalate
Stephen Durocher	2/26/2013 3:27 PM	fmc_closecase	Close Case
Stephen Durocher	2/26/2013 3:27 PM	incidentresolution	Case Resolution

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Case Opened Date 8/27/2013 2:55 PM

Case Closed Date 10/6/2013

Case Status Resolved

Case Last Modified 10/6/2013 8:59 PM

Responsible Team Tier 3 DRP

Case Classification Consumer Intervention > DRP/BBB > DRP-Vehicle
Repurchase/Replacement Request

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

CHICAGO [REDACTED]

Email [REDACTED]

Dealer Waldorf Ford, Inc.

VIN 3FAHP0JA1BR [REDACTED]

Year 2011

Make FORD

Model FUSION

Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number



Case Print Report

Case Number

Agent Name	Note Last Modified
Pamela Spivey open new BBB case	8/29/2013 3:16 PM
Pamela Spivey	8/29/2013 3:17 PM
Pamela Spivey received dealer report	9/12/2013 2:36 PM
Pamela Spivey MRF faxed to BBB	9/12/2013 2:37 PM
Pamela Spivey requested dealer report from Waldorf Ford	10/7/2013 9:39 AM
Pamela Spivey received arb decision. arbitrator denied consumer's request for repurchase	10/7/2013 9:41 AM

Case Print Report

Case Number



Case Print Report

Case Number CAS-3066080-T7M5R5

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
ford prdload1	8/28/2013 10:11 AM	incidentresolution	Closed Case
Pamela Spivey	9/12/2013 2:34 PM	fmc_schedulefollowup	follow up on dealer report - Brett Turner
ford prdload1	10/6/2013 8:59 PM	fmc_bbbstatearbitration smallclaimprocessing	
ford prdload1	10/6/2013 8:59 PM	fmc_bbbstatearbitration smallclaimprocessing	Arb Hearing 9/14/13
ford prdload1	10/6/2013 8:59 PM	fmc_closecase	Arbitration Decision-Denial
ford prdload1	10/6/2013 8:59 PM	incidentresolution	Case Resolution

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

Case Opened Date 2/19/2013 11:32 PM

Case Closed Date 2/20/2013

Case Status Resolved

Case Last Modified 2/20/2013 9:54 PM

Responsible Team Historical Team

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

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

WALDORF

HI [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0JA1BR [REDACTED]

Year 2011

Make FORD

Model FUSION

Body Style P0J - SEL FWD 4-DR SEDAN

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number [REDACTED]

Case Print Report

Case Number [REDACTED]

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW- WHEEL LIFT DISPATCH COMPLETE	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	2/19/2013 11:32:00 PM

Case Print Report

Case Number MRS-





BBB AUTO LINE

October 4, 2013

PAMELA SPIVEY
FORD MOTOR COMPANY
P O BOX 6248
DEARBORN MI 48121

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear Madam/Sir:

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

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

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

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

October 4, 2013

[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear [REDACTED] C/O Brent Wikgren:

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

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

You may either mail the form to:
3033 Wilson Blvd., Ste 600
Arlington, VA 22201
or
Fax it to 1.703.247.9700

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

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

Sincerely,

Edith Newton at Extension 512

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

PE14-030 001103LC



ACCEPTANCE OR REJECTION OF DECISION

Date: 10/04/13

Case Number: [REDACTED]

Customer: [REDACTED]

State: FL

Business: Ford Motor Company

Mfr-Info: 6700 FL 3FAHP0JA1BR [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 001104LC



Denial Decision

Submitted Date: 10/04/13

VIN: 3FAHP0JA1BR [REDACTED]

Customer: [REDACTED] - Hearing Date: 09/14/13

Arbitrator: Ali Friedberg Tal-mason

Question 1

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

CASE: [REDACTED]
Arbitrator: Ali Friedberg Tal-mason

Customer: [REDACTED]
Date: 10/04/13



Lemon Law Reasons for Decision

Submitted Date: 10/04/13

VIN: 3FAHP0JA1BR

Customer: Mr Brett Turner - Hearing Date: 09/14/13

Arbitrator: Ali Friedberg Tal-mason

- 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 Electrical
- 2 Steering

b Exists Now? (Please Explain)

- 1 No, The dash board warning lights signaled other problems, but the electrical system itself was never determined to be a problem.
- 2 No, the steering problem occurred at all repair attempts but at the final repair attempt, the entire steering rack assembly was replaced. There are no documented customer complaints since the steering rack assembly was replaced in February of 2013.

c Number of Repair Attempts

- 1 0.
- 2 5.

d Number of Days Out of Service:

- 1 0.
- 2 10.

- 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.

Electrical. I do not believe that an Electrical problem existed as a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. I believe that the dashboard warning lights were working properly and properly signaled other malfunctions of the vehicle.

Steering. I believe that the Steering problem was caused by a defect in

materials or workmanship covered by the manufacturer's new vehicle warranty. The power steering service light came on at least four times and the customer either heard a grinding noise while steering, or lost power steering to the vehicle. At each repair attempt, the computer service codes indicated a vehicle malfunction.

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.

The Steering problem was a substantial impairment to the use, value, and safety of the vehicle because it impedes the proper functioning of the vehicle. The use of the vehicle is substantially impaired by the difficulty in steering. Steering of the vehicle is an essential component for safe driving. The value of the vehicle is substantially impaired because the repair of the steering component is necessary and costly.

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?**

10.

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

No.

- c **Please explain how you reached this conclusion.**

Pursuant to the Florida Lemon Law, a manufacturer is entitled to a final repair attempt of a nonconforming vehicle after there have been 3 repair attempts for the same vehicle nonconformity, or after the vehicle has been out of service for 15 or more days to repair one or more nonconformities, and the consumer provides the manufacturer with registered or express mail notice of the nonconformity. If, after manufacturer's the final repair attempt, the nonconformity continues to exist, it is presumed that the manufacturer has been given a reasonable number of repair attempts. If the manufacturer is unable to rebut the presumption of a reasonable number of repair attempts, the standard for a reasonable number of repair attempts has been met under the Lemon Law.

In the present case, the standard for a reasonable number of repair attempts under the Florida Lemon Law has not been met because the manufacturer was able to repair the vehicle at 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.**

No, the consumer is not entitled to Repurchase or Replacement under other provisions of the Florida Lemon Law, because the vehicle was not purchased in Florida. The vehicle was purchased in Hawaii. Therefore, the vehicle is not an eligible vehicle under the Florida Lemon Law.

Question 4

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

A Denial decision is appropriate because the vehicle is not an eligible vehicle pursuant to the Florida Lemon Law, and the standard for a reasonable number of repair attempts has not been met, as detailed above.

Ford Motor Company has agreed to participate in the BBB Autoline program for certain non-Lemon Law claims. However, this vehicle is not an eligible non-

Lemon Law vehicle under the Ford Motor Company-Florida Program Summary because there is no evidence that this vehicle is registered in Florida. Please note that the consumer did not respond to the arbitrator's request for vehicle registration information.

Question 5

If awarding a repurchase or replacement:

- a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.
- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.
- c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

Question 6

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

- a Materials/Documents Submitted by Customer
 - Repair orders*
 - Documentation*
 - Correspondence*
- b Materials/Documents Submitted by Manufacturer
 - Repair orders*
 - Documentation*
 - Manufacturer's response*

Question 7

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

Mileage at 9/10/13: 13,431

Arbitrator: Ali Friedberg Tal-mason

Customer: [REDACTED]
Date: 10/04/13



BBB AUTO LINE

September 23, 2013

CHICAGO IL [REDACTED]

Re [REDACTED] Turner vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear [REDACTED] C/O Brent Wikgren:

The arbitrator has requested the following information from you as outlined on the enclosed *Arbitrator's Additional Information Request Form*. The information must be received by BBB AUTO LINE within the time frame specified by the arbitrator.

Upon receipt of the information provided, we will then forward it to the manufacturer for comments. At the expiration of the comment period, the information will be forwarded to the arbitrator who will render a decision.

Please send the requested information to the following address:

BBB AUTO LINE
3033 Wilson Blvd.
Suite 600
Arlington, VA 22201

Instead of mailing, you may fax the information to 703.247.9700. If you have any questions or if you need help returning the information within the time allotted, please call me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

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

PE14-030 001109LC



Arbitrator Additional Information Request

Submitted Date:: 09/20/13

VIN: 3FAHP0JA1BR

Customer:

Arbitrator: Ali Friedberg Tal-mason

Question 1

In order to render a decision in this case, I am requesting additional information from (indicate using X):

a Customer

X

b and/or manufacturer

Question 2

This request should be received in our office by the number of days (from the date of the cover letter) listed below:

5

a Please provide the following:

Vehicle registration.

CASE:

Arbitrator: Ali Friedberg Tal-mason

Customer:

Date: 09/20/13



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: Ali Friedberg Tal-mason

Arbitrator's Occupation:

legal research, draft opinions, admin. work, *presently working at home

Arbitrator's Biography:

Ms. Ali Tal-Mason is an attorney and has served as a law clerk in the United States District Court for the Southern District of Florida and in the Florida Fourth District Court of Appeal. Both her education and work experience have aided her in developing excellent writing skills, attention to detail, the ability to cooperate with people and experience in considering both sides to a case. She is well acquainted with the judicial system and believes that her experiences and knowledge of the legal system will help her in rendering fair and logical decisions.

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 12, 2013

[REDACTED]
[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] Turner vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear [REDACTED] C/O Brent Wikgren:

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

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

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

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

September 12, 2013

PAMELA SPIVEY
FORD MOTOR COMPANY
P O BOX 6248
DEARBORN MI 48121

Re: [REDACTED] Turner vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear Madam/Sir:

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

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

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

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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

PE14-030 001114LC



BBB AUTO LINE

September 12, 2013

[REDACTED]
[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear [REDACTED] C/O Brent Wikgren:

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

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

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

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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

PE14-030 001115LC



MANUFACTURER RESPONSE FORM

Case Number: [REDACTED]
 Customer Name: [REDACTED]
 VIN: 3FAHP0JA1BR [REDACTED]
 Vehicle year/model: 2011 Fusion SEL FWD
 Current mileage: 13,431

State: Florida
 Warranty Start Date: 9/5/11

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 Premium Care Maintenance 6 years / 75,000 miles

SETTLEMENT INFORMATION

What, if anything, was offered to the customer to settle this dispute?
 No offers were extended to the consumer.

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 lists the following concerns:

- Electrical
- Steering

MANUFACTURER'S POSITION:

Ford Motor Company respectfully requests a denial in response to the consumer's request for repurchase of the 2011 Ford Fusion SEL FWD. It is Ford's position that the consumer does not qualify for relief under the Florida Lemon Law guidelines as the consumer's vehicle was purchased in Hawaii and not in the state of Florida. Consequently, Ford is requesting a denial of the consumer's request for repurchase of the 2011 Fusion SEL FWD.

Repair History:

1/12/13 – RO #40658 – mileage 6882: Customer states the power steering warning light is on and no power steering. Dealer reset the power steering control module. (1 day out of service)

1/31/13 – RO #6040247 – mileage 7804: Customer states the traction control light is on and the service power steering no displayed on the dash. Dealer cleared the diagnostic trouble codes and test drove the vehicle and the vehicle was operating ok. (1 day out of service)

2/1/13 – RO#19642 – mileage 8461: Customer states service power steering and service traction control messages are displayed and the vehicle loses power steering. Dealer performed no work. (1 day out of service)

2/6/13 – RO #55669 – mileage 8584: Customer states the service traction control light and tire pressure lights come on at times and the power steering goes out. Dealer found the tire pressure was low and set tire pressure to specification. Dealer could not duplicate other concerns. (2 days out of service)

2/18/13 – RO #56431 – mileage 9223: Customer states the service advance traction and service power steering message displays on the dash and the power steering goes. Dealer replaced the rack assembly. (2 days out of service)

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☐ Other: _

Completed by: **Pamela Spivey** Date: 9/10/2013

Fax: 888-345-2897



BBB AUTO LINE

Notice of Deadline for Submissions

Date: 09/10/13

Case Number: [REDACTED]

Customer [REDACTED]

Manufacturer: Ford Motor Company

Mfr-Info: 6700 FL 3FAHP0JA1BR [REDACTED]

Arbitrator(s): Ms. Ali Friedberg Tal-mason

Deadline to Submit Additional Case Documentation: 09/14/13

Council of Better Business Bureaus, Inc.

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

PE14-030 001118LC



BBB AUTO LINE

September 10, 2013

PAMELA SPIVEY
FORD MOTOR COMPANY
P O BOX 6248
DEARBORN MI 48121

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear Madam/Sir:

As the client's attorney has indicated that his/her client is not planning to participate in an oral hearing and does not plan to allow the arbitrator to personally inspect the alleged problems with the vehicle, the case will proceed on written submissions only.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.
- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

September 10, 2013

[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR[REDACTED]

Dear [REDACTED] [REDACTED]

This letter will confirm that you wish to present your client's case in writing rather than in an oral hearing and you have elected not to allow the arbitrator to personally inspect the alleged problems with the vehicle.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.
- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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

PE14-030 001120LC

Location of Better Business Bureau

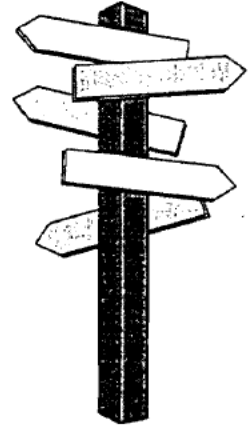
Name of building (if any)

4411 Beacon Circle, West Palm Beach, Florida 33407

Bureau Address and City

561-842-9278, Ext. 125

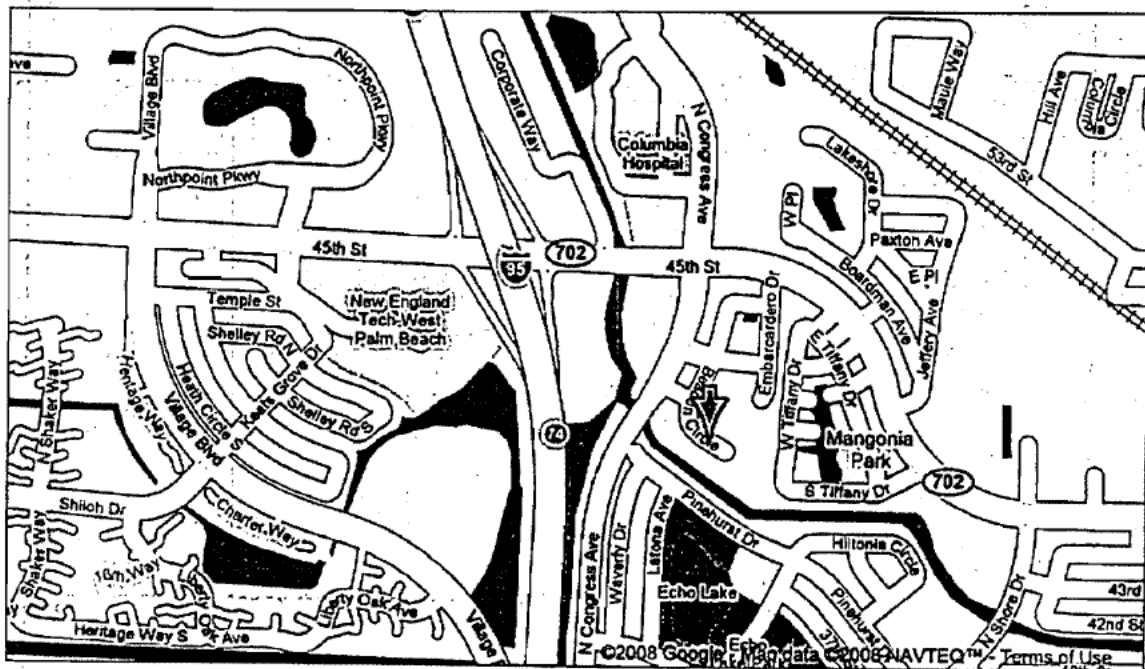
Bureau Phone Number (Emergencies Only)

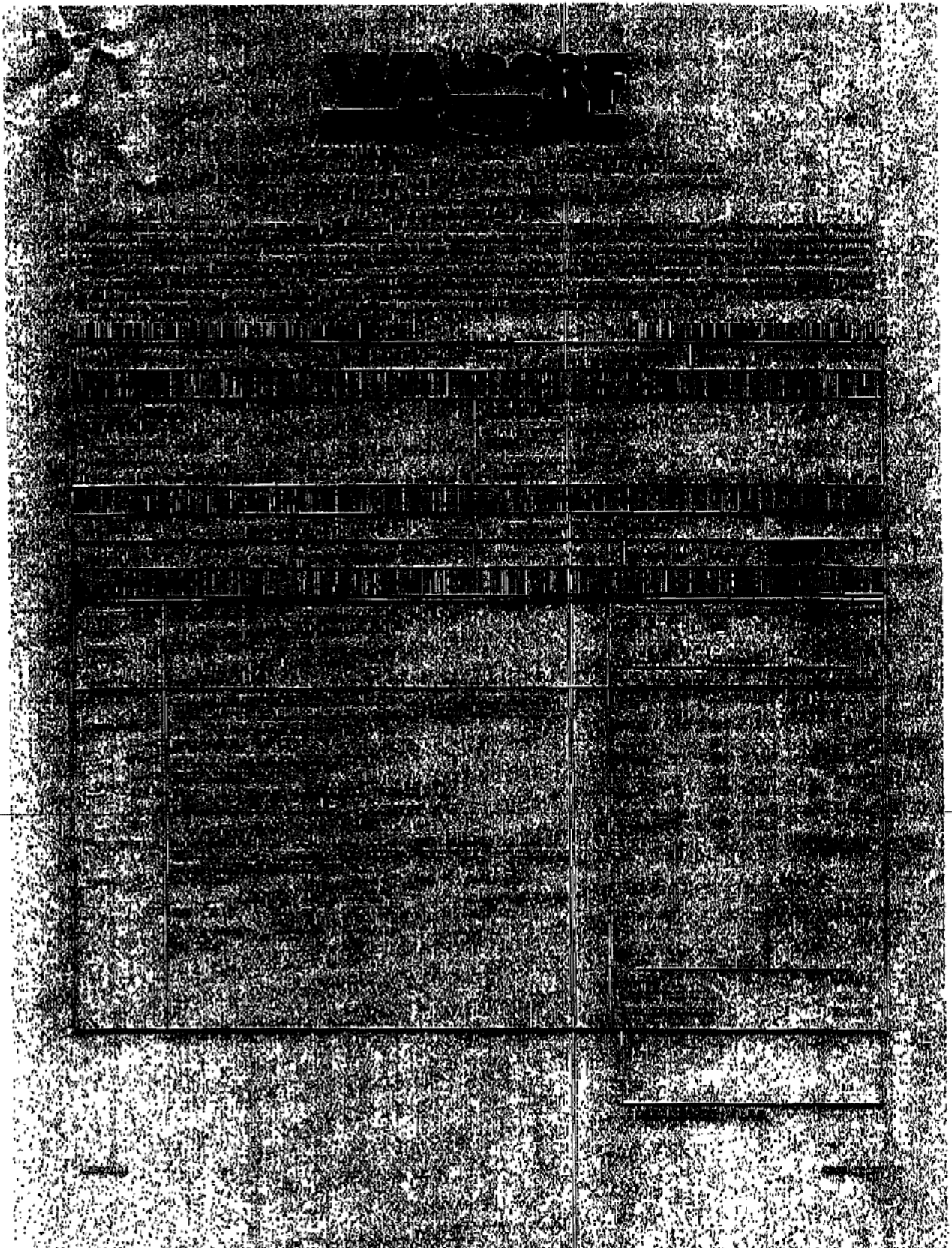


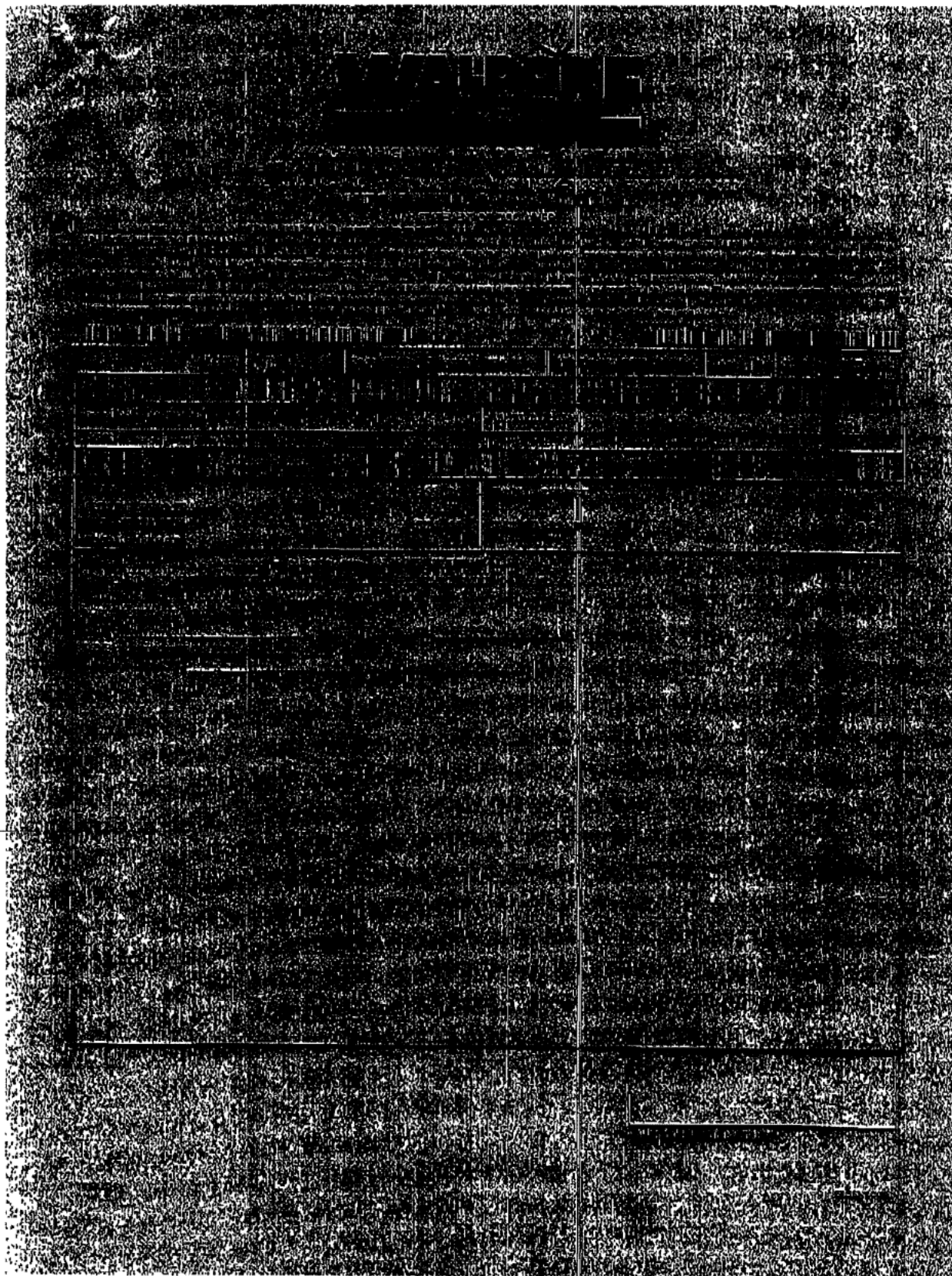
DIRECTIONS

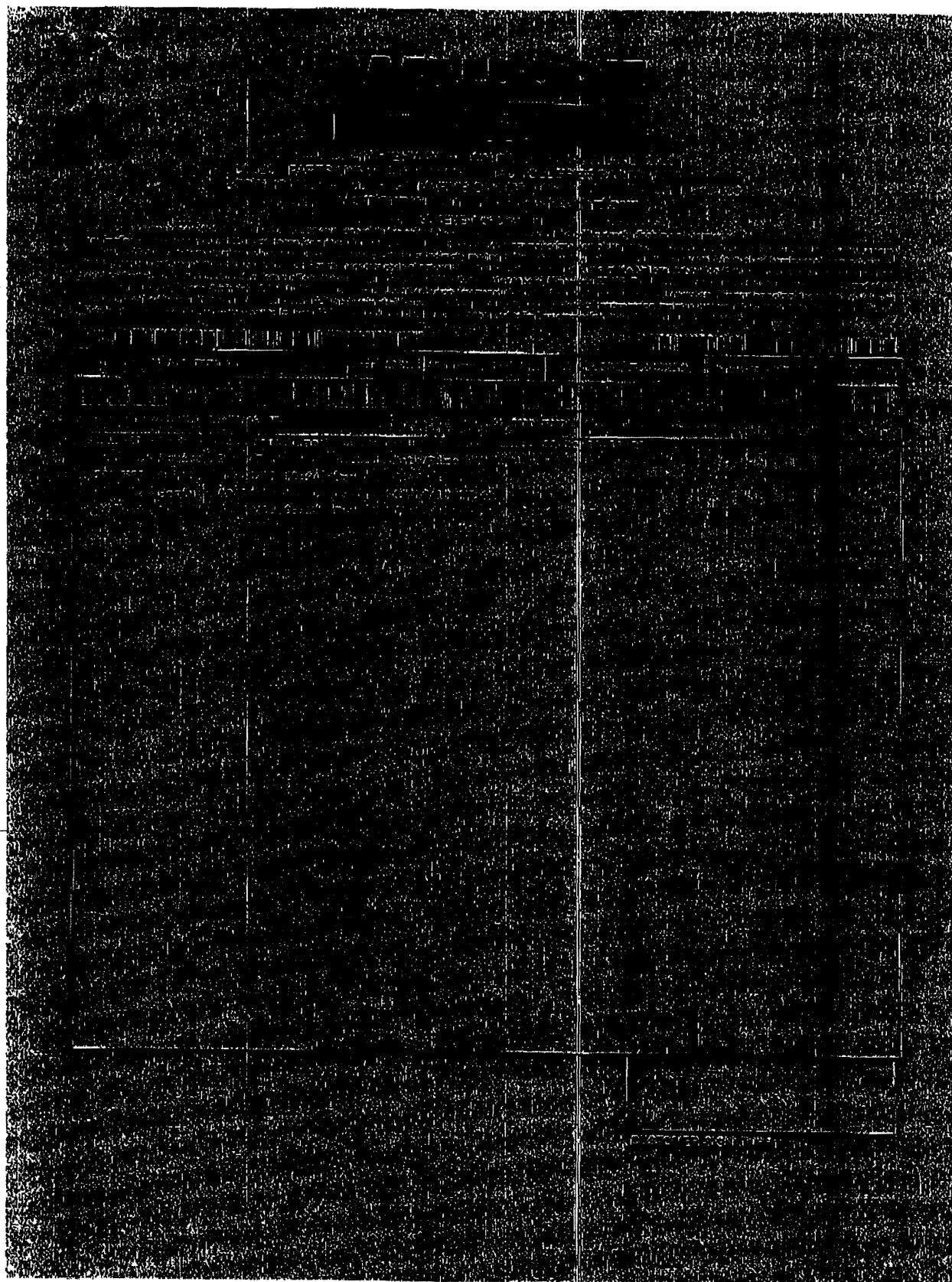
Directions are as

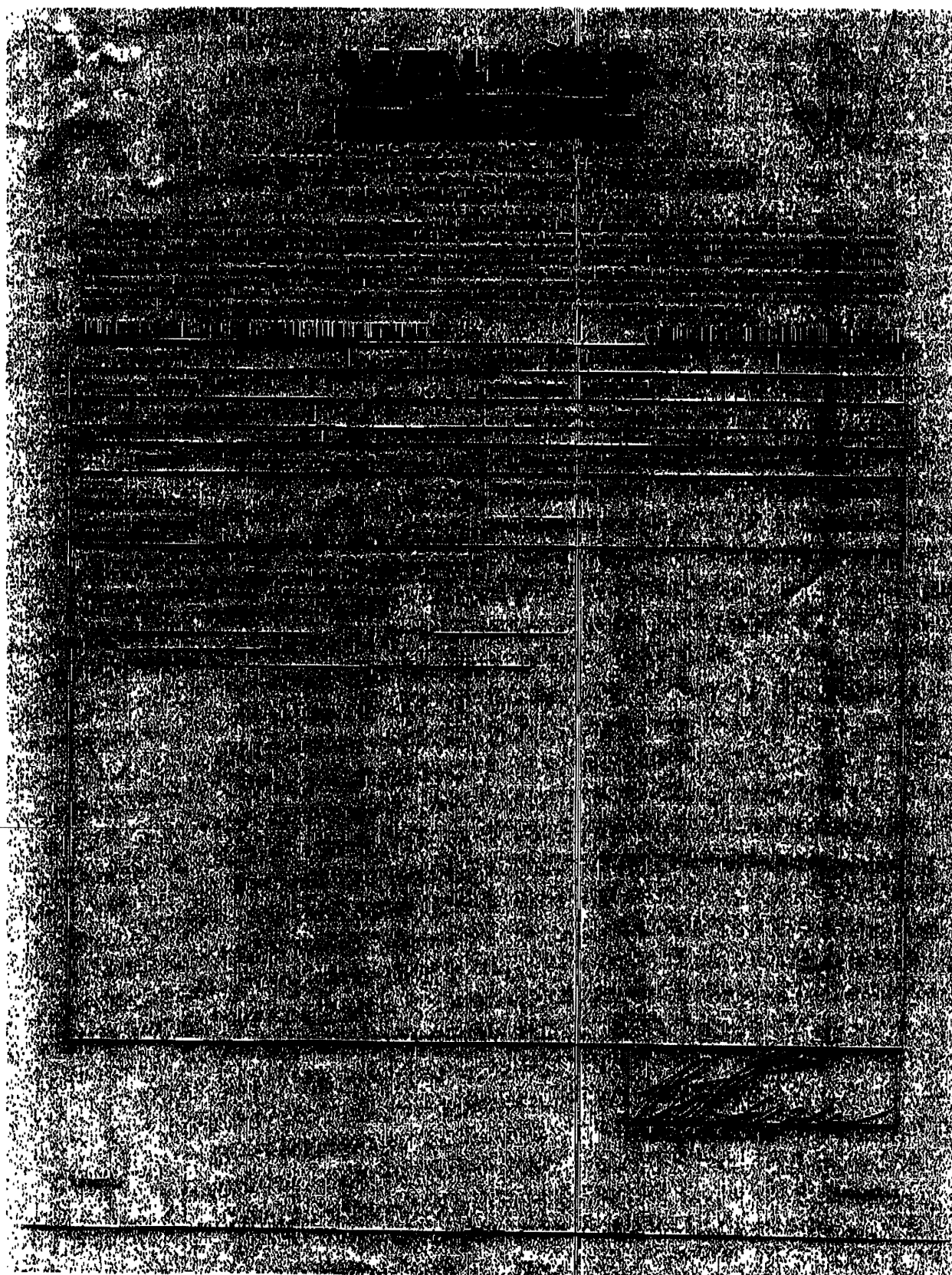
follows: I-95 to 45th Street, Go East (left), Turn right on Congress Avenue, Turn left on Continental Drive, Turn right onto Beacon Circle.











Deal Number: 00552703 Stock Number: 00320370

Final Inspection The provisions of this Seller's Right to Cancel section do not apply to this sale.

Signature of Co-Buyer

VENDOR'S SINGLE INTEREST INSURANCE (VSI)
 Inasmuch as the preceding box is checked, the Creditor requires VSI insurance for the total term of the contract to protect the Creditor for loss or damage to the vehicle (including fire, theft, VSI insurance is for the Creditor's sole protection. The insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ and is also shown in Item 43 of the Memorandum of Amount Financed. The coverage is for the full term of the contract.

The Documentary Fee shown in Item 44 of the Memorandum of Amount Financed is not a governmental fee but is a paper charge for services in title to a vehicle including the processing of new documents.

OPTIONAL GAP CONTRACT: A gap contract (also a collision contract) is not required to obtain credit and will not be provided unless you sign both and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 45 of the Memorandum of Amount Financed. If you sign a gap contract, it will be on the terms and conditions of the contract. It is a part of this Contract.

Term _____ **Year** _____ **PERCENTAGE** _____ **Name of Co-Buyer** _____

Buyer Signs X _____

"AS IS"
 (check if applicable - used vehicles only)
THIS VEHICLE SOLD "AS IS". YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES, EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING.

Buyer Signs _____ **Date** 10/06/11 **Co-Buyer Signs** _____ **Date** 10/06/11

This IS NOT a door-to-door sale. There IS A NO 3-DAY RIGHT TO CANCEL on this purchase.

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

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

ACKNOWLEDGEMENT: You agree to the terms of this Contract. You confirm that before you signed this Contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it. You acknowledge that this Contract contains an agreement to arbitrate disputes.

NOTICE TO THE BUYER: Do not sign this Contract before you read it. When you sign this Contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This Contract is covered by Hawaii's credit sale law, and you have the rights of a buyer under that law. You also may have rights under other state and federal laws.

CREDIT SALE CONTRACT
 Buyer Signs _____ **Date** 10/06/11 **Co-Buyer Signs X** _____ **Date** 10/06/11

DOOR-TO-DOOR SALE NOTICE: If the above sale is a door-to-door sale, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Co-Buyer and Other Comments: A co-buyer is a person who is responsible for paying the entire debt. An other comment is a person whose name is on the title to the vehicle, but does not have to pay the debt. The other owner agrees to the security interest in this vehicle given to us in this Contract.

Other owner who sells: _____ **Address** _____

Seller Signs: BORISLAV FORD, INC. **Date:** 10/06/11 **X** _____ **The Ford**

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, Third Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9488 Ext. 208
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
bwikgren@consumerlawcenter.com
www.krohnandmoss.com

Also practicing in:
Florida
Illinois

AUG 27 2013

August 22, 2013

WIKG

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

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

RE: [REDACTED] v. Ford Motor Company.

Dear Mr. Umanzor:

Please find enclosed an application for arbitration and the corresponding documents for the referenced case. As your rules allow, we are requesting a documents-only hearing. My client's written position has been stated in this initial application. My client requests a refund or replacement under the Florida Lemon Law or alternatively diminished value damages under the Magnuson-Moss Warranty Act based upon the manufacturer's failure, through its authorized dealers, to timely repair the vehicle. Additionally, my client requests attorneys' fees and costs as may be allowed under both consumer statutes.

Please send all correspondence to our office by fax to 866-431-5576. Please do not mail any documents to us as we maintain a paperless office in an effort to contribute to a "green" environment.

Finally, do not contact our client directly under any circumstances. Our client has retained our office to handle this matter and there is no reason for you to contact our client directly. Please direct any correspondence to only my attention.

Thank you for your cooperation in this matter.

Sincerely,

Brent Wikgren
Attorney at Law

BW/df
Enclosure

**BBB AUTO LINE
Customer Claim Form**Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED], Esq.; Krohn & Moss, Ltd.; 10 North Dearborn Street, 3rd Floor		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: 866-431-5576	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Ford Fusion	Model: Fusion	Year: 2011	Current mileage: 13431
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Waldorf Ford (MD) Honolulu Ford (HI)			
Primary Servicing dealer/city/state: Waldorf Ford (MD), DelRay Motors, Purvis Ford (VA), DuVal Ford			
Acquired as: <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 10/06/2011		Mileage at purchase/lease: 5	
First repair attempt date: 01/12/13		First repair attempt mileage: 6,862	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: 0	
		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: N/A	
Description of damage: N/A			

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

VIN: 3FAHP0JA1BR [REDACTED] Vehicle Repurchase plus attorneys fees.

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

VEHICLE IDENTIFICATION NUMBER	3FAHP0JA1BR [REDACTED]
Lienholder/Leasing Company	USAA Federal Savings Bank Phone Number 1800 531 2265
Account Number	[REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	1. Any Dealer, Inc.	2	4/23/06 1,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems

Signature of Titled Owner(s)

Date Aug 18 2013

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
 4200 Wilson Blvd., Suite 800
 Arlington VA, 22203-1838
 Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Defects	Result
01/12/13	0,882	PS warning is on and no PS	Electrical	Reset PCM clear codes. High friction when turning wheel vehicle recently shipped from Hawaii chained down and steering turned setting code cleared codes road tested several miles system operating properly at this time
01/31/13	7,804	Traction control light on. Svc pwr steering now displayed on dash	Electrical	Found codes U0416, P078E, C1277, C1982. Found TSB 11-11-3 that matches concern, but outside build date. Cleared codes. Test drove vehicle. Passing at this time. Recommend to Ford dealer upon arrival at destination
02/01/13	8,451	Service power steering and service adv traco messages are coming on and vehicle loses power steering	Steering	No work performed
02/06/13-02/07/13	8,584	Service traction control light tire pressure lights come on at times power steering goes in & out at times while driving	Electrical	Tire psi very low. Set tire psi to spec & test drove ok. It is customer responsibility to set tire psi so this concern does not happen
02/16/13-02/20/13	8,223	"Service advance track" and "service power steering" messages on dash-no power steering	Steering	Perf EPAS system diag test code C1277, C1982, PP tests, replace rack assembly, perf module PMI, EPAS system road tests, check FEA and set TOE



DELRAY MOTORS, INC.
 2102 SOUTH FEDERAL HIGHWAY
 DELRAY BEACH, FLORIDA 33489
 SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
 PARTS (561) 865-4801



REPAIR SHOP NO. NV-08174

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.	SUBTOTAL	ALLOWANCE	PLUS PROMOTION	LESS REG.
DATE INSTALLED	ADDRESS	ORIGINAL P.D. NUMBER						
MO.	DAY	YR.	NOTES	COMMITMENT CODE	(CHECK (✓) APPROPRIATE BOX) <input type="checkbox"/> CASH <input type="checkbox"/> AUTHORIZATION TO <input type="checkbox"/> PARTS <input type="checkbox"/> RETAIL BUY			
PROGRAM CODE(S)	REPAIR 1	REPAIR 2	REPAIR 3					

ON BEHALF OF DELRAY MOTORS, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE NOTED. SERVICE DESCRIBED HEREON IS NOT TO BE USED TO COVER THEREAFTER NO REVISION FROM THE APPROVAL OF THE VEHICLE OR OTHERWISE, THAT ANY PART REMOVED OR REPLACED UNDER THIS CLAIM HAS BEEN COMPLETED IN ANY WAY THAT MAY BE REQUIRED BY THE MANUFACTURER'S RECOMMENDATIONS. THIS CLAIM IS AVAILABLE FOR FIVE YEARS FROM THE DATE OF SERVICE NOTIFICATION AT THE DELRAY MOTORS BODY SHOP OR BY DELRAY MOTORS OF FLORIDA.

AUTHORIZED SIGNATURE AND DATE

Adv: 105 CHARLES D ADAMS	Reg: 7870	License: DL	SIN: HP0JAI DR	Page: 1	Invoice: C40858
BOON RAYON, FL Email: Cell:					
Customer Int: 8852 Out: 8873 Dist: 1FA CUB C N Prelim 11 FORD FUSION SEL 4DR BDN BLACK Begin: 01/12/13 Done: 01/12/13 Invoiced: 01/12/13 14:10 MN Inservice: 01/05/11 Production: 01/16/11					
Concern 24	PERFORM MULT-POINT INSPECTION		Operation	Tech	Amount
Correction 24-1	PERFORM MULT-POINT INSPECTION		99P	126	0.00
24-2	TIRE CONDITION CODE GREEN		GTIRG	126	0.00
	BATTERY CONDITION IS GOOD		GBATT	126	0.00
Type: C			Subtotal		
TOTAL CHARGE			0.00		
TOTAL CHARGE			0.00		

Attention: The following Invoices also exist
 WAR - WARRANTY LIN

If you have any questions - please see CHARLES D ADAMS

I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED
 ON MY VEHICLE ARE PRICED PER JOB NOT HOURLY OR FLAT RATE BASIS.
 12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS
 OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.
 YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE
 CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829

Last Page

I ACKNOWLEDGE RECEIPT OF THE
 PARTS AND LABOR LISTED ABOVE X



2102 SOUTH FEDERAL HIGHWAY
DELRAY BEACH, FLORIDA 33483
SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
PARTS (561) 265-4601

Robert

SERVICE INSTALLED PARTS					APPROVAL ENDORSEMENT	
DATE INSTALLED		ACCOMPLISHED MILEAGE		ORIGINAL R.O. NUMBER		
MO.	DAY	YR.	NOTES/REMARKS		COMMITMENT CODE	
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3		

ON RECEIPT OF BULK/UNIT DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED HEREON ARE TO BE CHARGED TO OWNER. THERE WAS NO REC'D FROM THE APPLICANT FOR THIS REPAIR OR OTHERWISE. IF ANY PART HAD BEEN REPLACED, THE REPAIR CLERK HAD BEEN COOPERATIVE IN ANY WAY WITH ANY AGENTS. THE SERVICE BULK/UNIT DEALER HAS BEEN ADVISED THAT THE CLERK IS AVAILABLE FOR 1 YEAR FROM THE DATE OF REPAIR. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES.

SUB TOTAL	ALLOWANCE	PLUS FINANCIAL	LESS REG.
(CHECK <input checked="" type="checkbox"/> APPROPRIATE ROW)			
<input type="checkbox"/> REPAIR	<input type="checkbox"/> ALLOWANCE	<input type="checkbox"/> FINANCIAL	<input type="checkbox"/> LESS REG.
\$	\$	\$	\$
DATE	DATE	DATE	DATE

APPROVED BY: _____

Adv: 105 CHARLES D ADAMS		Tag: 7370	Lic: 001	3EHP0JA1	Page: 1	INVOICE: W4005
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[REDACTED]	[REDACTED]
BOGA RATON, FL	BOGA RATON, FL
Enroll:	
Call:	
Fps Office Use:	

Calometer In: G862	Out: 9873	Dist: 1FA RAR O W	Prelim	11 FORD FUSION XRL 4DR XDR BLACK
Swim: 01/12/11	Done: 01/12/11	Invoice: 01/12/11 14:10 PM	Reserve: 09/09/11	Production: 01/12/11

Concern #	51	CUSTOMER STATES PS WARNING IS ON AND NO PS	Operation	Tech Units	Amount
Cause		STEERING SOUND WHEN SHIPPED	RESET	126 0.0	
Correction		RESET PSCH CLEAR CODES			
Tech Notes		PERFORM BSR TEST CODES IN PSCH U0415:00-48 AND PUTAS:09-C8 HIGH PROTECTOR WHEN TURNING WHEEL VEHICLE RECENTLY SHIPPED FROM HAWAII CHAINED DOWN AND STEERING TURNED SETTING CODE CLEARING CODES ROAD TESTED SEVERAL MILES SYSTEM OPERATING PROPERLY AT THIS TIME CONCERN CD : H92			
			TOTAL CHARGE FOR CONCERN		0.00

January 2, 1964

Attention: The following invoices are exist
CUB - QUESTPAYLIN

If you have any questions - please see CHARLES D ADAMS

I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED ON MY VEHICLE.

12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED. YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829.

**I ACKNOWLEDGE RECEIPT OF THE
PARTS AND LABOR LISTED ABOVE**

ORIGINAL

PE14-030 001133LC

**DELRAY MOTORS, INC.**

2102 SOUTH FEDERAL HIGHWAY
DELRAY BEACH, FLORIDA 33483
SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
PARTS (561) 265-4601



REPAIR SHOP NO. MV-06174

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.	SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REG.
DATE INSTALLED		ACCUMULATED MILEAGE	ORIGINAL R.O. NUMBER					
MO.	DAY	YR.	NO TENTHS		(CHECK 1/1 APPROPRIATE BOX)			
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3	<input type="checkbox"/> CLAIM REVIEW <input type="checkbox"/> ALTERNATE TO BUYER CLAIM <input type="checkbox"/> NOT SUFFICIENT			
COMMITMENT CODE					\$	\$	\$	\$
					RATE	DATE	TOTAL	

ON BEHALF OF DELRAY MOTORS, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND TRUE. IF THE INFORMATION IS NOT ACCURATE, THE INFORMATION WILL BE DELETED FROM THE RECORDS OF THE COMPANY. IF ANY PART REMAINS OR REPLACED UNDER THIS CLAIM, THE CLAIM WILL BE DENIED. IN ANY EVENT, THE COMPANY WILL NOT BE RESPONSIBLE FOR THE REPAIR OF THE CLAIM. THE CLAIM IS AVAILABLE FOR PAYMENT FROM THE DATE OF INVOICING. THE CLAIM IS NOT VALID FOR REPAIRATION BY REPRESENTATIVES OF FORD.

AUTHORIZED SIGNATURE AND DATE

Adm: 105 CHARLES D ADAMS	Tag: 7870	Licenses: RA	3FAHPPDVA1 30	Page: 3	Invoice: WA0858
--------------------------	-----------	--------------	---------------	---------	-----------------

Invoice: 01/12/13 14:10:20 MN	11 FORD FUSION S2L 4DR SED BLACK
-------------------------------	----------------------------------

Skill 07 Tech 126 Start Time: 01/12/13 13:54	Stop Time: 01/12/13 14:00		
Line Tech Action Date/Time	Action Date/Time	Elapsed Units	Type
51 126 Begin 01/12/13 08:38	Hold 01/12/13 09:38	1:02	1.0
Begin 01/12/13 13:54	End 01/12/13 15:35	1:02	.0
Total		1:04	1.0

Last Page

I ACKNOWLEDGE RECEIPT OF THE
PARTS AND LABOR LISTED ABOVE X



1818 Cassat Ave. - Jacksonville, FL 32210
(904) 387-8641 - Fax: (904) 381-8597

SERVICE DEPARTMENT HOURS:
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 6:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

RFQ Open Date	RFQ Number
1/31/13	6040247/1
RFQ Close Date	Status
1/31/13	Pre-Invoice
RFQ Item	RFQ Item Code
7804	7805
RFQ Description	
Colby Clarke/5717*W*	
RFQ Item Code / RFQ Item Description	
3FAHPO0ALBR	
RFQ Item Unit	RFQ Item Unit
Color	RFQ Item Number
SILVER	

NV 2516

ERASMUS TURNER

BRETT TORNER			Wash. State	3FAHPOJALBR	
			License Plate	Current Date	License Expiration
Year	Make	Model	Body	Color	License Number
2011	FORD	FUSION	4DR SDN SEL FWD	SILVER	

ANALYSIS OF SURVIVAL DATA

#1 - Customer Reports:

TRACTION CONTROL LIGHT ON. SVC PWR STEERING NOW
DISPLAYED ON DASH.

Work performed by GREGORY SMITH (336)

FOUND CODES U0415, P078E, C1277, C1963.

FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE VEHICLE. PASSING AT THIS TIME. RECOMMEND RETURNING TO FORD DEALER UPON ARRIVAL AT DESTINATION.

Internal

Waldorf Ford
800-883-1487

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinon to be done using only the necessary material and spare parts and am responsible for the balance due to the vendor or agent for the vehicle in case of tire, brake, or other parts replaced. I hereby authorize the vendor or agent for the vehicle in case of tire, brake, or other parts replaced to use any parts or materials of any kind for the purpose of repairing the vehicle herein described on wheels, tires, 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 money hereinon.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disavows 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 on remedies herein does not apply where prohibited by law.

"I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts removed or replaced that are connected in any way with any accident, negligence or abuse and is compliant with Ford Motor's Policy."

All parts are new unless specified otherwise.

☐ UNFED ☐ REBUILT ☐ RECONDITIONED

INSTRUCTIONS TO SUBMITTERS OF SAFETY ITEMS OR SPECIAL ORDERS

X

[illegible]

LABOR		.00
PARTS		.00
DEDUCTIBLE		.00
SUBLET		.00
SHOP SUPPLIES		.00
HAZARDOUS MATERIALS		.00
SALES TAX OR TAX ID.		.00
SPECIAL ORDER REPORT		.00
DISCOUNT		.00
TOTAL DUE		.00



1818 Cassat Ave. - Jacksonville, FL 32210
(904) 587-6541 - Fax (904) 581-8397

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 6:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

Printed Date	Printed By
1/31/13	6040247/1
Printed Date	Printed By
1/31/13	Reprint
Printed Date	Printed By
7804	7805
Colby Clarke/5717	

MY 8214

[REDACTED]		[REDACTED]		3FAHPOJALBR	
[REDACTED]		[REDACTED]		[REDACTED]	
2011	FORD	FUSION	4DR SDN SEL FWD	SILVER	

#1 - MR Customer Reports: TRACTION CONTROL LIGHT ON. SVC PWR STEERING NOW DISPLAYED ON DASH.
Work performed by GREGORY SMITH(336)
FOUND CODES U0415, P078E, C1277, C1963.
FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE VEHICLE. PASSING AT THIS TIME. RECOMMEND RETURNING TO FORD DEALER UPON ARRIVAL AT DESTINATION.

Internal

TERMS STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work described 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 care 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 repair. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair invoice.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The other party 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 any liability in connection with the sale of said products. Any limit on remedies herein does not apply where prohibited by law.

I hereby state the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, the repair consisted of parts replaced or replaced that are described in any way with any accident, negligence or abuse and is compliant with Ford Warranty & Policy.

All parts are new unless specified otherwise.

☐ Used ☐ Remanufactured ☐ Reconditioned

X

LABOR	.00
PARTS	.00
RENTAL	.00
WELT	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAXID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

CUSTOMER # :

10642

INVOICE

PAGE 1

HOME :

CONT: N/A

BUA:

CELL:

SERVICE ADVISOR: 735 ANDREW J SMITH

THIS INVOICE MUST ACCOMPANY ANY AND ALL
ADJUSTMENTS OF CLAIMS.

BLACK	18	FORD MUSTON	3FAHPOJA1B	B461/B461	T2929
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05SEP11	DD19JAN11	05SEP2014	18:00	01FEB13	100.00	CASH	01FEB13
---------	-----------	-----------	-------	---------	--------	------	---------

11:17 01FEB13	17:09 01FEB13	OPTIONS: ENG:2.5 Liter TRN:6F AXL:30 1/72/75 PREM. CARE W/ROADSIDE 2)60/50X PREM MAINT 7.5 INT.
---------------	---------------	---

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

A C/S SERVICE POWER STEERING AND SERVICE ADV. TRAC MESSAGES ARE COMING

ON AND VEHICLE LOOSES POWER STEERING.

NWP NO WORK PERFORMED

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

B COMPLIMENTARY MULTI POINT INSPECTION

NWP NO WORK PERFORMED

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

C. THANK YOU FOR CHOOSING OUR SERVICE DEPARTMENT. YOU MAY RECEIVE A WRITTEN SURVEY IN THE MAIL PLEASE COMPLETE AND MAIL IT. IF YOU CANNOT ANSWER COMPLETELY SATISFIED TO ANY QUESTION, PLEASE GIVE US THE OPPORTUNITY TO RESOLVE YOUR CONCERN

THANKS THANK YOU FOR CHOOSING OUR SERVICE
DEPARTMENT!!!!!!

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

[illegible]

DESCRIPTION	AMOUNT
LABOR REPAIR SHOP	0.00
PARTS REPAIR SHOP	0.00
SHOP SUPPLIES	0.00
SUBSET AMOUNT	0.00
MISCELLANEOUS	0.00
TOTAL CHARGES	0.00
DED. / DISC	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER SIGNATURE
X

PE14-030 001137LC



2440 GRAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4266
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ WWW.WALDORFDMD.COM

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. The dealer hereby expressly disclaims all warranties, whether 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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf.com or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of possession, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 634 NATALIE DICKENS		Tag: 5588		License: 88888		STAMPED: 8888		Page: 1		Version: W55688			
WALDORF, MD						WALDORF, MD							
Home: [REDACTED]						Home: [REDACTED]							
Odometer In: 8888		Out: 8888		MAR W		Pelin		11 FORD FUSION SEL ADR 8DN BLACK					
Begin: 02/05/13		Done: 02/07/13		Invoiced: 02/07/13 11/13 NL		Inserviced: 09/05/11		Production: 01/15/11					
Concern #1		PERFORM QUALITY CARE INSPECTION						Operation		Tech Units		Amount	
Correction		PERFORM QUALITY CARE INSPECTION						999		312		0.0	
Comment		PERFORM QUALITY CARE INSPECTION											
Type: M		Line flag: NO											
Concern #1		CUSTOMER STE "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING						Operation		Tech Units		Amount	
Correction		TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. IT IS CUSTOMER'S RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.						TIREPRESSURE		312		0.0	
Type: W													
TOTAL CHARGE		0.00						FAC WARRANTY				0.00	
								TOTAL CHARGE				0.00	
If you have any questions • please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE. WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____													

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 843-8834 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 864-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/time. 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/time. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure than in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-forum.com or PO Box 80191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DICKENS		Tech: 5895	License: 8P888	3FAX70JAI XER2	Page: 2	Invoice: 075653
Involved: 02/07/13 11:19:45 MS		11 FORD FUSION S2L 4DR EDM BLACK				
Skill	01	Tech	512	Start Time	02/07/13 10:37	Stop Time: 02/07/13 10:39
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units Type
24	512	Begin	02/07/13 10:37	End	02/07/13 10:37	100 .0
51	512	Begin	02/07/13 10:37	End	02/07/13 10:39	102 .0

Link: Page

X

CUSTOMER SIGNATURE:

UC982001

CUSTOMER



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this Automobile. 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 Automobile. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.natforum.com or P.O. Box 30991, Minneapolis, Minnesota 55409. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adm: 534 NATALIE DICKENS		Tag: 1344	Licence: B25581	STAMPED: BR	Page: 1	Invoice: W56431
Invoice: 02/20/13 13:24:01 NG		11 FORD FUSION SEL 1DR MDN BLACK				
Type: W		FORD WARRANTY 1330.26				
PARTS 955.86		TOTAL CHARGE		1330.26		
SUBLET REPAIRS 80.00		FAC WARRANTY		1330.26		
LAB-MECHANICAL 314.40						
TOTAL CHARGE 1330.26						
<p>If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT Y? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____</p>						

X

CUSTOMER SIGNATURE:



2440 ORAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 843-6834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.WaldorfFord.com

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties either 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. You agree that any claim, dispute or controversy directly or indirectly resulting to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.nationalarbitration.com or PO Box 50181, Minneapolis, Minnesota 55409. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Ross Act.

Adv: 504 NATALIE DICKENS		Tag: 2362	License: 302681	STAFFORD JAMES	Page: 3	Invoice: W56431
Invoice: 02/20/13 15:13:10 NL		11 FORD FUSION SRI. 4DR MEN BLACK				
SKILL 01 Tech	DAY	Start Time: 02/19/13 16:50	Stop Time: 02/20/13 16:15			
Line	Time	Action	Date/Time	Elapsed	Unit	Type
24	882	Begin	02/20/13 16:24	End	02/20/13 16:24	00 .0
25	882	Begin	02/19/13 16:50	End	02/19/13 17:09	19 .3
	AW		02/20/13 06:10	End	02/20/13 16:24	10 .2
				Total	7:33	7.6

Level Page

X
 CUSTOMER SIGNATURE:



STATEMENT OF DISCLAIMER

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the date of the purchase. The dealer hereby expressly disclaims all warranties either express or implied, whether any implied warranty of merchantability or fitness for a particular purpose, which neither originates nor continues after the sale of any vehicle by its owner, with the sale of the vehicle.

We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle accessories made, shall be resolved by binding arbitration through the American Arbitration Service, located at 100 Madison Avenue, New York, NY 10017. In effect, this agreement shall be performed and all efforts shall be made to resolve any disputes between you and us through arbitration. This is a voluntary provision and it does not constitute an admission of liability. It is governed by the Federal Arbitration Act, U.S.C.A. Title 9, Chapter 1. Arbitration under any warranty may be obtained in your court having jurisdiction. The parties acknowledge that they have knowingly waived their right to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, advisors, witnesses or any other remedy, with or without judicial process, procedure and/or legal counsel to the vehicle, nor shall any remedies be restricted to this sole release form under the Magnuson-Moss Act.

[illegible]

CUSTOMER SIGNATURE:

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1745-70 JUN 1981

4. Other Charges including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):

Name and Address of the Person or Company to Whom the Amount is to be Paid: _____
 Name of the Company: _____
 Terms: The first of _____ month or _____ month _____
 Buyer's initials _____ Date: _____

CUSTOMER #:

18642

INVOICE

Purvis
FORD • LINCOLN

3880 Jefferson Davis Hwy., P.O. Box 4482

Fredericksburg, VA 22402

840-888-9000

Direct Dial:

Parts (840) 710-1458

Service (840) 710-1460

Body Shop (840) 710-1444

PAGE 1

THIS INVOICE MUST ACCOMPANY ANY AND ALL
ADJUSTMENTS OF CLAIMS.

HOME:

CONTAIN/2

BUS:

CELL

SERVICE ADVISOR: 735 ANDREW J SMITH

BLACK	11	FORD FUSION	3FAHP0TALBR	8461/8461	T2929
-------	----	-------------	-------------	-----------	-------

05SEP11	DD19JAN11	05SEP2014	18:00	01FEB13	100.00	CASH	01FEB13
---------	-----------	-----------	-------	---------	--------	------	---------

OPTIONS: ENG:2.5 Liter TRN:6P AXL:30 1)72/75
PREM. CARE W/ROADSIDE 2)60/60K PREM MAINT 7.5

11:17	01FEB13	17:09	01FEB13	INT.			
-------	---------	-------	---------	------	--	--	--

LINE ORCODE TECH TYPE HOURS LIST NET TOTAL
A C/S SERVICE POWER STEERING AND SERVICE ADV. TRAC MESSAGES ARE COMING
ON AND VEHICLE LOOSE POWER STEERING.

NWP NO WORK PERFORMED

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

B COMPLIMENTARY MULTI POINT INSPECTION

NWP NO WORK PERFORMED

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

C THANK YOU FOR CHOOSING OUR SERVICE DEPARTMENT. YOU MAY RECEIVE A
WRITTEN SURVEY IN THE MAIL PLEASE COMPLETE AND MAIL IT. IF YOU
CANNOT ANSWER COMPLETELY SATISFIED TO ANY QUESTION, PLEASE GIVE
US THE OPPORTUNITY TO RESOLVE YOUR CONCERN
THANKS THANK YOU FOR CHOOSING OUR SERVICE
DEPARTMENT!!!!!!

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

Customer

DESCRIPTION	AMOUNT
LABOR REPAIR SHOP	0.00
PARTS REPAIR SHOP	0.00
SHOP SUPPLIES	0.00
SUMLEY AMOUNT	0.00
MISCELLANEOUS	0.00
TOTAL CHARGES	0.00
DED. / INC	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

X

CUSTOMER COPY



3448 SPAIN HIGHWAY • WALDORF • MARYLAND 20687
 DIRECT SALES LINE: (800) 540-5333 • MD TOLL FREE FAX: (877) 323-4554
 LOCAL (301) 444-2466 • ST. MARYS CITY (301) 444-3133 • FAX (301) 443-0224
 VISIT OUR WEBSITE @ WWW.WALDORFMD.COM

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this merchandise. The dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any value involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and terms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.nafdispute.com, or PO Box 92181, Minneapolis, Minnesota 55409. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, repayment, defense or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DIKENS		Reg: 8225	License: 822533	JEANJOAL 82242252	Page: 1	Invoice: W55659
WALDORF, MD		WALDORF, MD				
Home: [REDACTED] Work: [REDACTED]						
Vehicle: 11 FORD FUSION SEL (4N 80N BLACK						
Mileage: 02/04/13		Date: 02/07/13		Invoice: 02/07/13 12:15 PM		Interlock: 09/06/13
Customer: 21	PERFORM QUALITY CARE INSPECTION			Operation Tech Units Amount		
Correction:	PERFORM QUALITY CARE INSPECTION			992 312 0.0 0.00		
Comment:	PERFORM QUALITY CARE INSPECTION			Subtotal		
Type: W	Line Plugs: NO			FORD WARRANTY		
Customer: 21	CUSTOMER SAYS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMER-POWER STEERING CUE IN & OUT AT TIMES WHILE DRIVING			Operation Tech Units Amount		
Correction:	TIRE PSI VERY LOW. SET TIRE PSI TO 35PSI & TEST DROVE OK. IT IS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.			TIREPRESSURE 312 0.0 0.00		
Type: W				Subtotal		
				FORD WARRANTY		
TOTAL CHARGE 0.00				FAC WARRANTY 0.00		
				TOTAL CHARGE 0.00		
If you have any questions - please see NATALIE DIKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

X

CUSTOMER SIGNATURE:

UN0962004

CUSTOMER



2449 GRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (801) 843-6834 • MD TOLL FREE PARTS: (877) 370-4355
 LOCAL (301) 848-2465 • ST. MARY'S CITY, (301) 854-0155 • FAX (301) 848-0354
 VISIT OUR WEBSITE @ WWW.WALDORFDI.COM

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of the hardware. The dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this hardware. We agree that any claim, dispute or controversy directly or indirectly relating to the repair, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.nafdispute.com or PO Box 60181, Minneapolis, Minnesota 55465. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their right to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, retention or any other remedy, with or without arbitral process, concerning any claim relating to the vehicle. This disclaimer shall be construed to limit any remedies under the Magnuson Moss Act.

ADV: 324 NATALIE DICKENS	Page: 26/36	License: 888888	NEARFOJAL ER	Page: 1	Invoice: W55668
Invoice: 02/07/13 11:19:13 AL					
11 FORD FUSION SEL 4DR BDN BLACK					
SKILL 01 TechN 112 Start Time: 02/07/13 10:37 Stop Time: 02/07/13 10:39					
Line	Tech	Action	Date/Time	Action	Date/Time
24	312	Begin	02/07/13 10:37	End	02/07/13 10:37
21	312	Begin	02/07/13 10:37	End	02/07/13 10:39
				Elapsed Units	Type
				100	.0
				102	.0

LAWYER WAGU

X

CUSTOMER SIGNATURE:

UC62004

CUSTOMER



2440 ORAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-6834 • MD TOLL FREE PARTS: (877) 320-4265
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 864-0139 • FAX (301) 848-9584
 VISIT OUR WEBSITE @ WWW.WALDORF.COM

STATEMENT OF DISCLAIMER

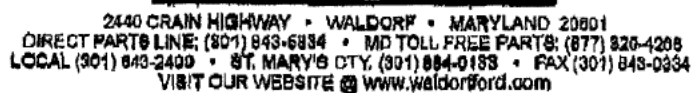
The factory warranty constitutes all of the warranties with respect to the sale of this item. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its mode of procedure then in effect. Rules and terms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.adr-hear.com, c/o P.O. Box 5017, Minneapolis, Minnesota 55408. This is a binding arbitration agreement and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, counsel, attorney, or any other remedy, with or without judicial process, concerning any tort relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Addr: 614 JARVIS DRIVE		Tag: 2378	Licenses: 23881	35H030JALR2	Perk: 1	Truck: W56A31
<div style="display: flex; justify-content: space-between;"> <div> <p>Work: [REDACTED]</p> <p>Notes: [REDACTED]</p> </div> <div> <p>Work: [REDACTED]</p> <p>Notes: [REDACTED]</p> </div> </div>						
Operator loc: 2378	Out: 3220	WAR W	2011	11 ROAD PUMPER 2011 400 400 400 400		
Seqid: 03/18/13	Unit: 03/20/13	Invoice: 02/20/13 11:34 AM	Licenses: 03/06/13	Production: 01/18/13		
Concern: 24	PERFORM QUALITY CARE INSPECTION			Operation: 682	Tech: 3.0	Amount: 0.00
Correction:	PERFORM QUALITY CARE INSPECTION					
Quantity:	PERFORM QUALITY CARE INSPECTION					
Type: M	LINE FLAG: NO			Subtotal: 0.00		
Concern: 24	CUSTOMER 278 "SERVICE ADVANCE TRACK" & "SERVICE POWER STEERING" MESSAGES ON RADIO-NO POWER STEERING- SEE HISTORY			Operation: 3504E	Tech: 3.2	Amount: 20.00
Correction:	REAR SYSTEM DIAG TEST			3504E45	682	3.3
Quantity:	REAR SYSTEM 20 TESTS			3504A	682	1.7
51-1	REPLACE REAR RACK ASSEMBLY			3504E8	682	2.1
51-2	PERF MODULAR 2MI			3504F47	682	3.1
51-3	PERF ROAD TESTS, ON ROAD AND PARKING LOT			3001A1	682	2.3
51-4	CAMBER, CASTER AND TOE-IN - CORRECT			3001A65	682	2.1
51-5	TOE-IN - CORRECT					
51-6	PERF REAR SYSTEM DIAG FROM CODE U1277, U1283, PR FROM, REPLACE RACK ASSEMBLY, PERF MODULAR 2MI, REAR SYSTEM ROAD TESTS, CHECK FEA AND SET TOE					
51-7	PART NUMBER					
Part:	Part Number			Qty	Unit	Amount
740	AKS	1304	QTY	1	60.00	60.00
Part Count	1.00	Allowance	277.10	1	55.06	55.06
FF- 1304				Subtotal: 95.06		
				PARTS		
				SUBLET REPAIRS		
				LAB-MECHANICAL		

X
CUSTOMER SIGNATURE:

UC863204

TECHNICIAN



STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this Jeepster. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor undertakes any obligation to assume for its liability in connection with the sale of this Jeepster. No other written, express or otherwise, warranty or coverage of liability resulting from the nature, use, parts or accessories, or any vehicle including herein, shall be received by the dealer or the customer through the National Automobile Dealers Association, National Automobile Dealers Association, Inc., or any other organization, association or institution. Any such warranty shall be filed at any National Automobile Dealers Association, National Automobile Dealers Association, Inc., or any other organization, association or institution. Any such warranty shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Any judgment upon any award may be entered in any court having jurisdiction. The dealer acknowledges that they have knowingly waived their right to a jury or any trial. Nothing herein shall be construed to prevent either party's use of representation, retention, defense or any other remedy, with or without judicial process, concerning any claim relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 331 KATHALIE DICKENS	YOB: 1984	License: 484841	31447041 BB	Page: 2	Vehicle: 1994 FORD
Involved: 08/24/94 1413408 NL			11 FORD FUSION SEL 4DR SUN BEACH		
Type: V		FORD WARRANTY		Photo: 1	
PARTS		555.86	TOTAL CHARGE		1330.26
SUBLET REPAIRS		50.00			
LAB-MECHANICAL		314.40	EAC WARRANTY		1330.26
TOTAL CHARGE		1330.26			
<p>If you have any questions - please see KATHALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE. WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ??</p>					
DATE: _____		PHONE: _____			
TIME: _____					
E-MAIL ADDRESS: _____					

X _____
CUSTOMER SIGNATURE:



2440 GRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (801) 843-6894 • MD TOLL FREE PARTS: (877) 920-4288
 LOCAL (301) 843-2400 • ST. MARY'S CITY, (301) 884-0133 • FAX (301) 843-0394
 VISIT OUR WEBSITE @ www.waldorfford.com

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 further disclaims and authorizes any other person to assume for any liability in connection with the sale of this item/items. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.nafdispute.com or PO Box 50181, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representative, repetitive, punitive or any other remedy, with or without judicial process, concerning any claim relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 884 KAYALIE DICKENS	Tag: 1588	License: 030081	3FAHFC0A1B32	Report 3	Invoice: WE6431
Involved: 08/20/13 13:34:08 XL			11 FORD FUSION SEL 4DR GRN BLACH		
Skill: 01 Technician 002 Start Time: 08/20/13 16:50 Stop Time: 08/20/13 16:25					
Line	Tech	Action	Date/Time	Action	Date/Time
24	002	Begin	02/20/13 16:24	End	02/20/13 16:24
25	002	Begin	02/20/13 16:50	End	02/20/13 16:24
		AW	02/20/13 08:10	End	02/20/13 16:24
				Total	7:33
				Elapsed Units	7.2
					7.9

Last Page

 X
 CUSTOMER SIGNATURE:



8440 ORAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 848-5834 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 848-2400 • ST. MARY'S CTY. (301) 884-0188 • FAX (301) 848-0834
 VISIT OUR WEBSITE @ WWW.WALDORFORD.COM

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this merchandise. The dealer hereby disclaims all warranties (other than express or implied, including any implied warranty of merchantability or fitness for a particular purpose, dealer's dealer's) and assumes no liability in connection with the sale of this merchandise. We agree that any claim, dispute or controversy arising out of or relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.adr.com or PO Box 50181, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, seizure, default or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

Addr 534 NATALIE DICKENS		Qty: 3360	License: MARYLAND	3 FAHPOJAI 300	Page: 5	Invoice: W56431
Specialty: SUPPLY, 3000		Specialty/Order: 3000, 3000				
Invoice: 08/20/13 10:34:05 NL		11 FORD FUSION SEL FOR RDM BLACK				
TYPE: R	FORD WARRANTY		1330.26			
Summary of Charges for Invoice W56431		Warranty, 1330.26, 1330.26, 1330.26, 1330.26				
PARTS	955.86	TOTAL CHARGE	1330.26			
SUBLET REPAIRS	80.00					
LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26			
TOTAL CHARGE	1330.26					
If you have any questions • please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHEN WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

CUSTOMER SIGNATURE:

UC000004

ACORDW1200



2945 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-6834 • MD TOLL FREE PARTS: (877) 820-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/item. The dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained with an e-mail that be filed at any National Arbitration Forum office, www.nafdispute.com or PO Box 60181, Minneapolis, Minnesota 55406. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

Advt: 534 NATALIE DICKENS		Tag: 1268	License: AM933	3FANFOJAL HR2	Page: 1	Invoice: WA8431
Invoiced: 02/20/13 15:34106 NL		11 FORD FUSION SEL 4DR BDN BLACK				
Type: N		11 FORD FUSION SEL 4DR BDN BLACK				
PARTS		955.86	TOTAL CHARGE		1330.26	
SUBLET REPAIRS		60.00	EAC WARRANTY		1330.26	
LAB-MECHANICAL		314.40				
TOTAL CHARGE		1330.26				
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE. WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0934
 VISIT OUR WEBSITE @ www.waldorfford.com

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of the **SAVVIUMS**. 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 purports any other person to assume for it any liability in connection with the sale of the **SAVVIUMS**. We agree that any claim, dispute or controversy directly or indirectly relating to the repair, want, parts or replacement, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure that in effect rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-dispute.com or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, counsel, defense or any other remedy, with or without judicial process, concerning any suit relating to the vehicle, **SAVVIUMS** herein be construed to limit any remedies under the Magnuson Moss Act.

Adm: 534 NATALIE DICKENS	Page: 1362	License: 88633	STANDARDER	Page: 2	Invoice: WE 6433																																													
Invoiced: 03/20/13 12:24:05 NL			11 YORD FUSION AXL 4DR MDN BLACK																																															
Skill 01 Ten/V 682 Start Time: 02/19/13 16:50 Stop Time: 02/20/13 15:25 <table border="1"> <thead> <tr> <th>Line</th> <th>Toch</th> <th>Action</th> <th>Date/Time</th> <th>Action</th> <th>Date/Time</th> <th>Elapsed</th> <th>Unit</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>24</td> <td>682</td> <td>Wg/Ln</td> <td>02/20/13 16:24</td> <td>End</td> <td>02/20/13 16:24</td> <td>1:00</td> <td>.0</td> <td></td> </tr> <tr> <td>51</td> <td>682</td> <td>Wg/Ln</td> <td>02/19/13 16:50</td> <td>On</td> <td>02/19/13 17:00</td> <td>1:19</td> <td>.3</td> <td></td> </tr> <tr> <td></td> <td></td> <td>AW</td> <td>02/20/13 08:10</td> <td>End</td> <td>02/20/13 15:34</td> <td>7:14</td> <td>7.2</td> <td></td> </tr> <tr> <td colspan="6" style="text-align: right;">Total</td> <td>7:33</td> <td>7.5</td> <td></td> </tr> </tbody> </table>						Line	Toch	Action	Date/Time	Action	Date/Time	Elapsed	Unit	Type	24	682	Wg/Ln	02/20/13 16:24	End	02/20/13 16:24	1:00	.0		51	682	Wg/Ln	02/19/13 16:50	On	02/19/13 17:00	1:19	.3				AW	02/20/13 08:10	End	02/20/13 15:34	7:14	7.2		Total						7:33	7.5	
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Last Page

X
CUSTOMER SIGNATURE:

Krohn & Moss, Ltd.

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10 N. Dearborn, 8th Floor
Chicago, Illinois 60602
www.krohnandmoss.com

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bwilgava@consumerslawcenter.com

Licensed to practice Only in:
Florida
Illinois

July 11, 2013

VIA CERTIFIED MAIL

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

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2011 Ford Fusion
VIN: 3FAHP0JA1BR [REDACTED]
Our File No.: F130173BWA

Dear Sir or Madam:

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

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

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

Page 2

July 11, 2013

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

1. Defective electrical system as evidenced by the illumination of the PS warning light, illumination of the traction control light, illumination of the SVC light, illumination of the tire pressure light;
2. Defective suspension as evidenced by the intermittently power steering failure; and
3. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

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

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

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

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

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

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

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Unless you repurchase my client's vehicle and return all

Page 3

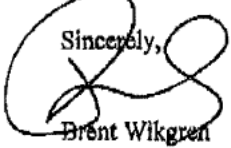
July 11, 2013

payments made by my client on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, please contact me. If this matter is not resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,


Brent Wikgren
Attorney at Law

BW/df

cc: [REDACTED]

TO: Maury Umanzor
FROM: Krohn & Moss, Ltd.
RE: Turner, Brett v. Ford Motor Company
DATE: 8-22-13
PAGES: 36

David Fernandez
Paralegal/Legal assistant
Krohn & Moss, Ltd.
10 N. Dearborn St.
3rd Floor
Chicago, IL 60602
Phone: 312-578-9428 x266



BBB AUTO LINE

August 28, 2013

PAMELA SPIVEY
FORD MOTOR COMPANY
P O BOX 6248
DEARBORN MI 48121

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR [REDACTED]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- * *Customer Claim Form (CCF)*
- * Any documentation submitted by the attorney
- * *Agreement to Arbitrate* (except in California);
- * *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

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

- * How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- * Do the alleged problems currently exist? What arguments and facts support your conclusion?
- * What is the cause of each alleged problem? What arguments and facts support your conclusion?
- * Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- * Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- * What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

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PE14-030 001156LC

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

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

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

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

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

August 28, 2013

Re: [REDACTED] : [REDACTED] vs Ford Motor Corporation
3FAHP0JA1BR[REDACTED]

KROHN & MOSS LTD - FLORIDA ONLY
10 N DEARBORN STREET 3RD FLOOR
CHICAGO IL 60602

Dear Brent Wikgren:

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

Enclosed please find the following information:

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

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

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

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

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PE14-030 001158LC

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

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

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

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

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

You may either mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact Date: 08/27/13
Start Date: 08/28/13

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: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax: (866) 431-5576	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Fusion	Year: 2011	Current mileage: 13431
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Honolulu Ford, Honolulu, HI			
Primary Servicing dealer/city/state: Lincoln of Delray,			
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: 10/06/11		Mileage at purchase/lease:	
First repair attempt date: 10/06/11		First repair attempt mileage: 6862	
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)

vehicle repurchase plus attorney fees.

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

VEHICLE IDENTIFICATION NUMBER 3FAHP0JA1BR[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
Electrical		3		yes
Steering		2		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

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

Page 2



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 08/28/2013

Case Number: [REDACTED]

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 FL 3FAHP0JA1BR [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 : Fusion

Year : 2011

All parties named above submit to arbitration the following:

- * Electrical
- * Steering

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:



BBB AUTO LINE

August 28, 2013

[REDACTED]
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 3FAHP0JA1BR2 [REDACTED]

Dear [REDACTED]:

We have received your documents and your claim has been opened. Please review the enclosed brochure *How BBB AUTO LINE Works*. This booklet explains the BBB AUTO LINE program and contains the rules that will be followed in arbitration.

☒ No further documentation is required at this time

In order to help resolve your dispute if we have all of the available information about your case. Please send us a copy of the following with your case number referenced at the top:

___ Your signed *Customer Claim Form*

___ Repair orders relating to your complaint

___ Your current registration

___ Your bill of sale (purchase contract)

___ Your lease agreement

___ Other: _____

PLEASE NOTE: If we have checked the claim form section please read this carefully:

Your case will not be arbitrated unless we receive a *Customer Claim Form* signed by the customer or signed by the attorney and accompanied by proof of the customer's authorization of representation. If we have not received this form within 10 days from the date of this letter, this case will be closed.

Council of Better Business Bureaus, Inc.

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

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PE14-030 001163LC

You can fax the documents to 703.247.9700 to expedite the process or mail them to the address listed above.

Sincerely,

Edith Newton (Ext. 512)



BBB AUTO LINE 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.

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Florida

1

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:

$$\begin{array}{lcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

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.

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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:

offset for use	=	number of miles attributable to a consumer up to the date of the arbitration hearing	X	vehicle purchase price
		----- 120,000 (60,000 for recreational vehicles)		

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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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:

$$\begin{array}{lcl} \text{offset} & & \text{vehicle} \\ \text{for use} & = & \text{purchase} \\ & & \text{price} \\ & & \text{-----} \\ & & 120,000 \text{ (60,000 for recreational vehicles)} \end{array} \quad \times$$

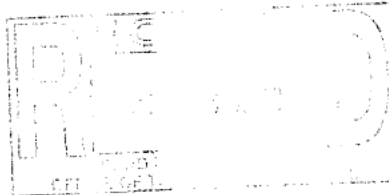
The Office of the Attorney General interprets “miles attributable to a consumer” to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

Krohn & Moss, Ltd.

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bwikgren@consumerlawcenter.com

Licensed to practice Only in:
Florida
Illinois



July 11, 2013

VIA CERTIFIED MAIL

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

RE: Turner, Brett v. Ford Motor Company

Vehicle: 2011 Ford Fusion
VIN: 3FAHP0JA1BR [REDACTED]
Our File No.: F130173BWA

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Motor Vehicle Defect Recall Act, 15 U.S.C. § 1393, and the Florida Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

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

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

CONSUMER AFFAIRS
SECTION

13 JUL 15 PM 2:47

July 11, 2013

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

1. Defective electrical system as evidenced by the illumination of the PS warning light, illumination of the traction control light, illumination of the SVC light, illumination of the tire pressure light;
2. Defective suspension as evidenced by the intermittently power steering failure; and
3. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

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

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

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

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

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

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

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Unless you repurchase my client's vehicle and return all



LINCOLN



SUBARU

DELRAY MOTORS, INC.

2102 SOUTH FEDERAL HIGHWAY
 DELRAY BEACH, FLORIDA 33483
 SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
 PARTS (561) 265-4601



RAM

Jeep

CHRYSLER

DODGE

REPAIR SHOP NO. MV-06178

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.
DATE INSTALLED		ACCURED MILEAGE	ORIGINAL P.O. NUMBER	
MO.	DAY	YR.	COMMITMENT CODE	
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3

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.

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
(CHECK (✓) APPROPRIATE BOX)			
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	
\$	\$	\$	\$
PARTS	LABOR	TOTAL	
AUTHORIZED SIGNATURE AND DATE			

Adv: 105 CHARLES D ADAMS Tag: 7370 License: NA 3FAHPOJAL BP Page: 1 Invoice: C40858

Invoice to	Driver/Owner Information
BOCA RATON, FL	BOCA RATON, FL
Email:	Email:
Cell:	Cell:

For Office Use		Vehicle Information	
Odometer in:	Out: 6873	Dist: 16A CUS C W	Prelim
Begin: 01/12/13	Done: 01/12/13	Invoiced: 01/12/13 14:10 MN	Inservice: 02/05/11
Production: 01/19/11			

Concern	24	PERFORM MULTI-POINT INSPECTION	Operation	Tech	Amount
Correction	24-1	PERFORM MULTI-POINT INSPECTION	99P	126	0.00
	24-2	TIRE CONDITION CODE GREEN	GTIRE	126	0.00
	24-3	BATTERY CONDITION IS GOOD	CBATT	126	0.00
Type: C			Subtotal		
TOTAL CHARGE FOR CONCERN					0.00

Summary of Charges for Invoice C40858	Payment Distribution for Invoice C40858
TOTAL CHARGE 0.00	CASH DUE 0.00
	TOTAL CHARGE 0.00

Attention: The following Invoices also exist
 WAR - WARRANTYLIN

If you have any questions - please see CHARLES D ADAMS

I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED ON MY VEHICLE ARE PRICED PER JOB NOT HOURLY OR FLAT RATE BASIS. 12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED. YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829

Last Page

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X



LINCOLN



SUBARU

DELRAY MOTORS, INC.

2102 SOUTH FEDERAL HIGHWAY
DELRAY BEACH, FLORIDA 33483
SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
PARTS (561) 265-4601



RAM

Jeep

CHRYSLER

DODGE

REPAIR SHOP NO. MV-06173

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.
DATE INSTALLED		ACCUMULATED MILEAGE	ORIGINAL P.O. NUMBER	
MO	DAY	YR	NO TENTHS	
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3
COMMITMENT CODE				

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

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
(CHECK (✓) APPROPRIATE BOX)			
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	
\$ PARTS	\$ LABOR	\$ TOTAL	
AUTHORIZED SIGNATURE AND DATE			

Adv: 105 CHARLES D ADAMS Tag: 7370 License: MA 3FAHPOJAL BP Page: 1 Invoice: W40958

Invoice	Driver/Owner Information
BOCA RATON, FL	BOCA RATON, FL
Email:	Email:
Cell:	Cell:

For Office Use	Vehicle Information
Odometer in: 8862 Out: 6973	Dist: 1FA WAK C W Prelim
Begin: 01/12/13	Inservice: 09/05/11
Deno: 01/12/13	Production: 01/19/11

Customer Concern	Operation	Tech Units	Amount
Concern 51	RESET	126	0.0
Cause	CUSTOMER STATES PS WARNING IS ON AND NO PS		
Correction	STEERING BOUND WHEN SHIPPED		
Tech Notes	PERFORM BCS TEST CODES IN PSCM U0415:00-48 AND POTAE:09-C8 HIGH FRICTION WHEN TURNING WHEEL VEHICLE RECENTLY SHIPPED FROM HAWAII CHAINED DOWN AND STEERING TURNED SETTING CODE CLEARED CODES ROAD TESTED SEVERAL MILES SYSTEM OPERATING PROPERLY AT THIS TIME		
CONCERN CD : H22			
TOTAL CHARGE FOR CONCERN			0.00

Summary of Charges for Invoice W40958 Payment Distribution for Invoice W40958

Attention: The following invoices also exist
CUS - CUSTPAYLIN

If you have any questions - please see CHARLES D ADAMS

I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED ON MY VEHICLE.

12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED. YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X



DELRAY MOTORS, INC.

2102 SOUTH FEDERAL HIGHWAY
 DELRAY BEACH, FLORIDA 33483
 SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
 PARTS (561) 285-4801



Jeep

CHRYSLER

DODGE

REPAIR SHOP NO. MV-06173

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.
DATE INSTALLED		ACCURSED MILEAGE	ORIGINAL R.O. NUMBER	
MO.	DAY	YR.	NO TENTHS	
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3
COMMITMENT CODE				

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 PROMPT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
(CHECK (✓) APPROPRIATE BOX)			
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	
\$	\$	\$	\$
PARTS	LABOR	TOTAL	
AUTHORIZED SIGNATURE AND DATE			

Adv: 103 CHARLES D ADAMS Tag: 7370 License: MA 3FAHPOJAL BR Page: 2 Invoice: W40858

Invoiced: 01/12/13 14:10:20 MN

11 FORD FUSION SEL 4DR SUN BLACK

Skill 07 Tech# 126 Start Time: 01/12/13 13:54 Stop Time: 01/12/13 14:00

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	126	Begin	01/12/13 08:36	Hold	01/12/13 09:38	1:02	1.0	
		Begin	01/12/13 13:54	End	01/12/13 13:56	:02	.0	
						Total	1:04	1.0

Last Page

I ACKNOWLEDGE RECEIPT OF THE
 PARTS AND LABOR LISTED ABOVE X



DELRAY MOTORS, INC.
2102 SOUTH FEDERAL HIGHWAY
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SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
PARTS (561) 265-4601



REPAIR SHOP NO. MV-06173

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.	SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
DATE INSTALLED		ACCUMULATED MILEAGE		ORIGINAL R.O. NUMBER				
MO.	DAY	YR.	NO TENTHS					
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3	COMMITMENT CODE			

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 INSURANCE 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.

(CHECK (✓) APPROPRIATE BOX)

<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT
\$	\$	\$
DATE	DATE	TOTAL

AUTHORIZED SIGNATURE AND DATE

Adv: 105 CHARLES D ADAMS		Tag: 7970	License: NA	3FAHPOJA18F	Page: 1	Invoice: C40858
Invoice to		Driver/Owner Information				
BOCA RATON, FL		BOCA RATON, FL				
Email:		Email:				
Cell:		Cell:				
For Office Use		Vehicle				
Odometer In: 6662 Out: 6873		Dist: IFA CUS C W		Prelim	11 FORD FUSION SEL 4DR SDN BLACK	
Begin: 01/12/13		Done: 01/12/13		Invoiced: 01/12/13 14:10 MN	Inservice: 01/05/11	Production: 01/19/11
Customer Concern						
Concern 24	PERFORM MULT-POINT INSPECTION			Operation Tech	Amount	
Correction	PERFORM MULTI-POINT INSPECTION			99P	126	0.00
24-1	TIRE CONDITION CODE GREEN			GTIRE	126	0.00
24-2	BATTERY CONDITION IS GOOD			GBATT	126	0.00
Type: C				Subtotal		
			TOTAL CHARGE FOR CONCERN			
Summary of Charges for Invoice C40858			Payment Distribution for Invoice			
TOTAL CHARGE 0.00			CASH DUE 0.00			
			TOTAL CHARGE 0.00			
Attention: The following invoices also exist WAR - WARRANTYLIN						
If you have any questions - please see CHARLES D ADAMS						
I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED						
ON MY VEHICLE ARE PRICED PER JOB NOT HOURLY OR FLAT RATE BASIS.						
12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS						
OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.						
YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE						
CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829						

I ACKNOWLEDGE RECEIPT OF THE
PARTS AND LABOR LISTED ABOVE X



DELRAY MOTORS, INC.
2102 SOUTH FEDERAL HIGHWAY
DELRAY BEACH, FLORIDA 33483
SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
PARTS (561) 265-4601



REPAIR SHOP NO. MV-06173

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.	
DATE INSTALLED		ACCURSED MILEAGE		ORIGINAL R.O. NUMBER	
MO.	DAY	YR.	NO. TENTHS		
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3	COMMITMENT CODE

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 HAD BEEN OR WOULD BE 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.

SUBTOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
(CHECK (✓) APPROPRIATE BOX)			
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SOFAP OUT	
\$	\$	\$	\$
PARTS	LABOR	TOTAL	

AUTHORIZED SIGNATURE AND DATE

Adv: 105 CHARLES D ADAMS Tag: 7370 License: NA 3FAHPOJA1B [REDACTED] Page: 1

Customer Information		Vehicle Information	
BOCA RATON, FL Email: [REDACTED] Cell: [REDACTED]		BOCA RATON, FL Email: [REDACTED] Cell: [REDACTED]	
For Office Use:		Vehicle Information:	
Odometer in: 6862	Out: 6873	Dist: 1FA WAK C W	Prelim
Begin: 01/12/13		Done: 01/12/13	Invoiced: 01/12/13 14:10 MN
Inservice: 09/05/11		Production: 01/19/11	

Customer Concern		Operation		Tech Units		Amount	
Concern 51	CUSTOMER STATES PS WARNING IS ON AND NO PS	RESET	126	0.0			
Cause	STEERING SOUND WHEN SHIPPED						
Correction	RESET PSCM CLEAR CODES						
Tech Notes	PERFORM BCE TESTS CODES IN PSCM 15:00-48 AND PUTAE:09-C8 HIGH FRICTION WHEN TURNING WHEEL VEHICLE RECENTLY SHIPPED FROM HAWAII CHAINED DOWN AND STEERING TURNED SETTING CODE CLEARED CODES ROAD TESTED SEVERAL MILES SYSTEM OPERATING PROPERLY AT THIS TIME CONCERN CD : H22						
TOTAL CHARGE FOR CONCERN						0.00	

Summary of Charges for Invoice #40853	Payment Distribution for

Attention: The following Invoices also exist
CUS - CUSTPAYLIN

If you have any questions - please see CHARLES D ADAMS
I, _____ UNDERSTAND ALL WORK DONE AND ANY CHARGES INCURRED ON MY VEHICLE.
12 MONTH/12,000 MILE LIMITED WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED. ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.
YOUR COMPLETE SATISFACTION IS OUR GOAL. COMMENTS OR CONCERNS, PLEASE CONTACT A MEMBER OF SERVICE MANAGEMENT AT 561-454-1829.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X



DELRAY MOTORS, INC.
 2102 SOUTH FEDERAL HIGHWAY
 DELRAY BEACH, FLORIDA 33483
 SERVICE (561) 454-1829 BODY SHOP (561) 454-1838
 PARTS (561) 265-4601



REPAIR SHOP NO. MV-06173

TERMS ARE CASH ON DELIVERY

P & A CODE: 11612

SERVICE INSTALLED PARTS				APPROVAL CODE OR NO.	SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.
DATE INSTALLED		ACCUMULATED MILEAGE	ORIGINAL R.O. NUMBER	COMMITMENT CODE	(CHECK (✓) APPROPRIATE BOX)			
MO.	DAY	YR.	NOTES					
PROGRAM CODE(S)		REPAIR 1	REPAIR 2	REPAIR 3	<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	
<small>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.</small>					\$	\$	\$	\$
					PARTS	LABOR	TOTAL	
AUTHORIZED SIGNATURE AND DATE								



Adv: 105 CHARLES D ADAMS Tag: 7970 License: RA 3FAHPOJAL BR Page: 2 Invoice: W40858



Invoiced: 01/12/13 14:10:20 MN				11 FORD FUSION SEL 4DR SDN BLACK			
Skill 07 Tech# 126 Start Time: 01/12/13 13:54 Stop Time: 01/12/13 14:00							
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units Type
51	126	Begin	01/12/13 08:36	Hold	01/12/13 09:38	1:02	1.0
		Begin	01/12/13 12:54	End	01/12/13 13:56	:02	.0
Total						1:04	1.0

Last Page

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE X





1616 Cassat Ave. - Jacksonville, FL 32210
(904) 387-6541 - Fax: (904) 381-6597

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

RO Code	RO Number				
1/	6040247/1				
RO Code	State				
1/21/13	Pre-Invoice				
State	Vehicle ID				
804	7805				
Service Order Number					
Colby Clarke/5717*W*					
Vehicle Identification Number					
3FAHP0JA1BR					
Delivery Date	Invoice Date				
Year	Make	Model	Body	Color	License Number
2011	FORD	FUSION	4DR SDN SEL FWD	SILVER	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - Customer Reports: TRACTION CONTROL LIGHT ON. SVC PWR STEERING NOW DISPLAYED ON DASH. Work performed by GREGORY SMITH (336) FOUND CODES U0415, P078E, C1277, C1963. FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE VEHICLE. PASSING AT THIS TIME. RECOMMEND RETURNING TO FORD DEALER UPON ARRIVAL AT DESTINATION.</p> <p>Waldorf Ford 800-883-1487</p>	Internal

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 sold products. Any limitation contained herein does not apply where prohibited by law.

"I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence or abuse and is compliant with Ford Warranty & Policy."

All parts are new unless specified otherwise.

☐ USED ☐ REBUILT ☐ RECONDITIONED

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2012 DEALERTRACK SYSTEMS, INC. - Inoperative programs: Single 2010, 245, 1000

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



1616 Cassat Ave. - Jacksonville, FL 32210
(904) 387-8541 - Fax: (904) 381-8587

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

1/31/13	6040247/1
1/31/13	Reprint
7804	7805
Colby Clarke/5717	

MY 8514

2011	FORD	FUSION	4DR SDN SEL FWD	SILVER
------	------	--------	-----------------	--------

#1 - MR Customer Reports: TRACTION CONTROL LIGHT ON. SVC PWR STEERING NOW DISPLAYED ON DASH.
Work performed by GREGORY SMITH(336)
FOUND CODES U0415, P078E, C1277, C1963.
FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE VEHICLE. PASSING AT THIS TIME. RECOMMEND RETURNING TO FORD DEALER UPON ARRIVAL AT DESTINATION.

Internal

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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.

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All parts are new unless specified otherwise.

☐ USED ☐ REBUILT ☐ RECONDITIONED

NO RETURN ON ELECTRICAL OR FUEL SYSTEMS, AIR, OR CLIMATE

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



1616 Cassat Ave. - Jacksonville, FL 32210
(904) 387-6541 - Fax: (904) 381-6597

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

R/O Open Date	R/O Number
1/31/13	6040247/1
R/O Close Date	Status
1/31/13	Pre-Invoice
Message In	Message Out
7804	7805
Salesperson/Technician Tag	
Colby Clarke/5717*W*	
Vehicle Identification Number	
3FAHP0JA1BR	
Delivery Date	In Service Date
Color	License Number
SILVER	

MV 8514

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - Customer Reports: TRACTION CONTROL LIGHT ON. SVC PWR STEERING NOW DISPLAYED ON DASH. Work performed by GREGORY SMITH (336) FOUND CODES U0415, P078E, C1277, C1963. FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE VEHICLE. PASSING AT THIS TIME. RECOMMEND RETURNING TO FORD DEALER UPON ARRIVAL AT DESTINATION.</p> <p style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px; width: fit-content; margin: 20px auto;">Waldorf Ford 800-883-1487</p>	Internal

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."

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All parts are new unless specified otherwise.

☐ USED ☐ REBUILT ☐ RECONDITIONED

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

(G) 2010 DEALERTRACK SYSTEMS, Inc. - Dealer's Application Form (D00) 046-1072

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



1616 Cassat Ave. - Jacksonville, FL 32210
(904) 387-6541 - Fax: (904) 381-6597

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday
10:00 a.m. to 4:00 p.m. Sunday

1/31/13	6040247/1
1/31/13	Reprint
7804	7805
Colby Clarke/5717	

MY 8514

				3FAHPOJA1BR	
2011	FORD	FUSION	4DR SDN SEL FWD	SILVER	

#1 - MR Customer Reports: TRACTION CONTROL LIGHT ON. SVC PWR
STEERING NOW DISPLAYED ON DASH.
Work performed by GREGORY SMITH(336)
FOUND CODES U0415, P078E, C1277, C1963.
FOUND TSB 11-11-3 THAT MATCHES CONCERN, BUT
OUTSIDE BUILD DATE. CLEARED CODES. TEST DROVE
VEHICLE. PASSING AT THIS TIME. RECOMMEND
RETURNING TO FORD DEALER UPON ARRIVAL AT
DESTINATION.

Internal

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.

I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the Owner. To my knowledge, this repair contains no parts repaired or replaced that are connected in any way with any accident, negligence or abuse and is compliant with Ford Warranty & Policy.

All parts are new unless specified otherwise.

☐ USED ☐ REBUILT ☐ RECONDITIONED

NO RETURN ON VEHICLE OR SAFETY ITEMS OR SPECIAL ORDER

X

10/20/08 FORD MOTOR CO. - Copyright 2008 Ford Motor Co.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX LO.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

CUSTOMER #: [REDACTED]

18642

Purvis
FORD - LINCOLN3880 Jefferson Davis Hwy. P.O. Box 3488
Fredericksburg, VA 22402
540-898-3000

INVOICE

Direct Dial:
Parts (540) 710-1455
Service (540) 710-1400
Body Shop (540) 710-1444

PAGE 1

THIS INVOICE MUST ACCOMPANY ANY AND ALL
ADJUSTMENTS OF CLAIMS.

HOME: CONT:N/A

BUS: CELL: [REDACTED] SERVICE ADVISOR: 735 ANDREW J SMITH

COLOR	YEAR	MAKE/MODEL	VIN	MAKE	LICENSE	MILEAGE IN/OUT	TAG
BLACK	11	FORD FUSION	3FAHP0JA1BR	[REDACTED]	[REDACTED]	[REDACTED]	T2929
DEL DATE	PROD DATE	WARR EXPI	PROMISED	PO NO	RATE	PAYMENT	INV DATE
05SEP11	DD19JAN11	05SEP2014	18:00 01FEB13		100.00	CASH	01FEB13

R.O. OPENED: [REDACTED] READY: [REDACTED]
 OPTIONS: ENG:2.5 Liter TRN:6F AXL:30 1)72/75
 11:17 [REDACTED] 17:09 01FEB13
 PREM. CARE W/ROADSIDE 2)60/60K PREM MAINT 7.5
 INT.

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

A C/S SERVICE POWER STEERING AND SERVICE ADV. TRAC MESSAGES ARE COMING
 ON AND VEHICLE LOSES POWER STEERING.

NWP NO WORK PERFORMED

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

B COMPLIMENTARY MULTI POINT INSPECTION

NWP NO WORK PERFORMED

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

C THANK YOU FOR CHOOSING OUR SERVICE DEPARTMENT. YOU MAY RECEIVE A
 WRITTEN SURVEY IN THE MAIL PLEASE COMPLETE AND MAIL IT. IF YOU
 CANNOT ANSWER COMPLETELY SATISFIED TO ANY QUESTION, PLEASE GIVE
 US THE OPPORTUNITY TO RESOLVE YOUR CONCERN

THANKS THANK YOU FOR CHOOSING OUR SERVICE

DEPARTMENT!!!!!!!!!!

723 CPB 0.00 0.00 0.00 0.00 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

Customer

DESCRIPTION	TOTALS
LABOR REPAIR SHOP	0.00
PARTS REPAIR SHOP	0.00
SHOP SUPPLIES	0.00
SUBLET AMOUNT	0.00
MISCELLANEOUS	0.00
TOTAL CHARGES	0.00
DED. / DISC	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

DEALER LIMITED WARRANTY TO CUSTOMER PURCHASING PARTS AND ACCESSORIES
 The Dealer warrants to the Purchaser that the Dealer will repair or replace including related labor, any part of any new Ford part or accessory that is sold by the Dealer within the warranty period that is found to be defective in material or workmanship within a period of 12 months from the date of installation at the Dealership or 12,000 miles of operation, whichever comes first, or 12 months at 12,000 miles parts (1). LABOR FOR REMOVAL AND REINSTALLATION OF A PART SOLD OVER-THE-COUNTER IS NOT COVERED BY THIS WARRANTY.
 The only requirement of the Purchaser is that the defective parts or accessories must be returned to the Dealer's place of business during regular business hours for warranty repair or replacement. The Dealer must be furnished with the Purchaser's copy of the original sales slip on counter sales, or Purchaser's copy of the repair order or dealer invoice, to verify the date of purchase and vehicle mileage, as applicable.
 If the Purchaser is reselling or has moved to a different location any accessories dealer of Ford will honor this warranty.
 THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLIGENCE, ALTERATION OR ACCIDENT OR WHICH HAVE BEEN IMPROPERLY LUBRICATED OR REPAIRED, OR USED IN APPLICATIONS FOR WHICH THEY WERE EITHER NOT DESIGNED OR NOT APPROVED BY THE COMPANY, OR ARE CLEANED, ADJUSTED OR REPLACED AS A PART OF NORMAL MAINTENANCE, OR SPARK PLUGS THAT ARE OIL SOILED, LEAD SOILED OR WHICH FAIL DUE TO THE USE OR USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED. THERE IS NO OTHER EXPRESS WARRANTY ON NEW FORD PARTS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE 90-DAY/4,000 MILE DURATION OF THIS WRITTEN WARRANTY.
 (1) With the following exceptions:
 * Ford Air Conditioners and Thermostatic Fans - 12 months/unlimited mileage.
 * Motorcraft Shock Absorbers.
 * Auto-Plus (A8), Super-Plus (A9), Auto-Plus Extra-Duty (AX) - Lifetime of original purchaser's ownership of private passenger car or truck. All Shock Absorbers (A1) - 12 months/12,000 miles. Labor to Remove and Install Shock Absorbers for 90 days/4,000 miles only.
 * Motorcraft "G" Series Premium Battery - 12 months/unlimited mileage.

CUSTOMER COPY

CUSTOMER SIGNATURE

X

PE14-030 001190LC

CUSTOMER #:

18642

INVOICE

Purvis
FORD - LINCOLN3880 Jefferson Davis Hwy. P.O. Box 3400
Fredericksburg, VA 22402
540-898-3000
Direct Dial:
Parts (540) 710-1455
Service (540) 710-1400
Body Shop (540) 710-1444

PAGE 1

THIS INVOICE MUST ACCOMPANY ANY AND ALL
ADJUSTMENTS OF CLAIMS.

HOME:

CONT: N/A

BUS:

CELL:

SERVICE ADVISOR: 735 ANDREW J SMITH

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	11	FORD	FUSION	3FAHP0JA1BR		8461/8461	T2929
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
05SEP11	DD19JAN11	05SEP2014	18:00	01FEB13	100.00	CASH	01FEB13

R.O. OPENED	READY	OPTIONS
11:17	01FEB13	17:09 01FEB13
ENG: 2.5 Liter TRN: 6F AXL: 30 1/72/75 PREM. CARE W/ROADSIDE 2/60/60K PREM MAINT 7.5		

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

A C/S SERVICE POWER STEERING AND SERVICE ADV. TRAC MESSAGES ARE COMING
ON AND VEHICLE LOOSE POWER STEERING.

NWP NO WORK PERFORMED

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

B COMPLIMENTARY MULTI POINT INSPECTION

NWP NO WORK PERFORMED

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

C THANK YOU FOR CHOOSING OUR SERVICE DEPARTMENT. YOU MAY RECEIVE A
WRITTEN SURVEY IN THE MAIL PLEASE COMPLETE AND MAIL IT. IF YOU
CANNOT ANSWER COMPLETELY SATISFIED TO ANY QUESTION, PLEASE GIVE
US THE OPPORTUNITY TO RESOLVE YOUR CONCERN
THANKS THANK YOU FOR CHOOSING OUR SERVICE
DEPARTMENT!!!!!!

723	CPB	0.00				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

Customer

DEALER LIMITED WARRANTY TO CUSTOMER PURCHASING PARTS AND ACCESSORIES
The dealer warrants to the Purchaser that the Dealer will repair or replace (including labor), any part of this firm Ford part or accessory that is sold by the Dealer to the Purchaser that is found to be defective in material or workmanship within a period of 12 months from the date of installation at the Dealership or 12,000 miles of operation, whichever comes first, or 12 months or 12,000 miles parts (1). LABOR FOR REMOVAL AND REINSTALLATION OF A PART SOLD OVER-THE-COUNTER IS NOT COVERED BY THIS WARRANTY.

The only requirement of the Purchaser is that the defective parts or accessories must be returned to the Dealer's place of business during regular business hours for warranty repair or replacement. The Dealer must be furnished with the Purchaser's copy of the original sales slip on counter sales, or Purchaser's copy of the repair order on dealer installation, to validate the date of purchase and vehicle mileage, as applicable.

If the Purchaser is traveling or has moved to a different location, the authorized dealer or Ford will honor this warranty.

THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLIGENCE, ALTERATION OR ACCIDENT OR WHICH HAVE BEEN IMPROPERLY LUBRICATED OR REPAIRED, OR USED IN APPLICATIONS FOR WHICH THEY WERE EITHER NOT DESIGNED OR NOT APPROVED BY THE COMPANY, OR ARE CLEANED, ADJUSTED OR REPLACED AS A PART OF NORMAL MAINTENANCE, OR SPARK PLUGS THAT ARE OIL FOULED, LEAD FOULED OR WHICH FAIL DUE TO THE USE OF LOW-GRADE FUEL, IMPROPER SELECTION OF HEAT RANGE OR MISAPPLICATION, OR FAILURES CAUSED BY NON-FORD PARTS. LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED. THERE IS NO OTHER EXPRESS WARRANTY ON NEW FORD PARTS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE 90-DAY/4,000 MILE DURATION OF THIS WRITTEN WARRANTY.

(1) With the following exceptions:

• Ford Air Conditioning and Thermostatic Fans - 12 months/unlimited mileage.

• Motorcraft Brake Assist (MBA)

• Motorcraft (MBA) Super-Flex (AA) / Auto-Flex (AA) / Auto-Flex (AA) - Lifetime of original purchaser's ownership of private passenger car or truck. All Shock Absorbers (AA) - 12 months/12,000 miles. Labor to Remove and Install Shock Absorbers for 90 days/4,000 miles only.

• Motorcraft "G" Series Premium Battery - 12 months/unlimited mileage.

DESCRIPTION	TOTALS
LABOR REPAIR SHOP	0.00
PARTS REPAIR SHOP	0.00
SHOP SUPPLIES	0.00
SUBLET AMOUNT	0.00
MISCELLANEOUS	0.00
TOTAL CHARGES	0.00
DED. / DISC	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

X

CUSTOMER COPY

PE14-030 001191LC

Purvis

FORD • LINCOLN

CUSTOMER #: [REDACTED]

18642

3660 Jefferson Davis Hwy. P.O. Box 3489
Fredericksburg, VA 22402
540-898-3000
Direct Dial:
Parts (540) 710-1465
Service (540) 710-1400
Body Shop (540) 710-1444

INVOICE

BRETT TURNER

PAGE 1

THIS INVOICE MUST ACCOMPANY ANY AND ALL
ADJUSTMENTS OF CLAIMS.

HOME: CONT: N/A

BUS: CELL: [REDACTED]

SERVICE ADVISOR: 735 ANDREW J SMITH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	11	FORD FUSTON	3FAHP0JA1B	[REDACTED]	8461/8461	T2929

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
05SEP11	DD19JAN11	05SEP2014	18:00 01FEB13		100.00	CASH	01FEB13

R.O. OPENED: 11:17 01FEB13
READY: 17:09 01FEB13
OPTIONS: ENG:2.5 Liter TRN:6F AXL:30 1/72/75
PREM. CARE W/ROADSIDE 2/60/60K PREM MAINT 7.5
INT.

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

A C/S SERVICE POWER STEERING AND SERVICE ADV. TRAC MESSAGES ARE COMING
ON AND VEHICLE LOOSES POWER STEERING.

NWP NO WORK PERFORMED
748 CPM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B COMPLIMENTARY MULTI POINT INSPECTION

NWP NO WORK PERFORMED
748 CPM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C THANK YOU FOR CHOOSING OUR SERVICE DEPARTMENT. YOU MAY RECEIVE A
WRITTEN SURVEY IN THE MAIL PLEASE COMPLETE AND MAIL IT. IF YOU
CANNOT ANSWER COMPLETELY SATISFIED TO ANY QUESTION, PLEASE GIVE
US THE OPPORTUNITY TO RESOLVE YOUR CONCERN
THANKS THANK YOU FOR CHOOSING OUR SERVICE
DEPARTMENT!!!!!!!

723 CPB 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

Customer

DEALER LIMITED WARRANTY TO CUSTOMER PURCHASING PARTS AND ACCESSORIES
The dealer warrants to the Purchaser that the Dealer will repair or replace including related labor, any part of any new Ford part or accessory that is sold by the Dealer to the Purchaser that is found to be defective in material or workmanship within a period of 12 months from the date of installation at the Dealership or 12,000 miles of driving, whichever comes first, or 12 months or 12,000 miles parts (1). LABOR FOR REMOVAL AND REINSTALLATION OF A PART SOLD OVER-THE-COUNTER IS NOT COVERED BY THIS WARRANTY.
The only requirement of the Purchaser is that the defective parts or accessories must be returned to the Dealer's place of business during regular business hours for primary repair or replacement. The Dealer must be furnished with the Purchaser's copy of the original sales slip or invoice, or a copy of the repair order on dealer installation, to validate the date of purchase and vehicle mileage, as applicable.
If the Purchaser is traveling or has moved to a different locality any authorized dealer of Ford will fulfill this warranty.
THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLIGENCE, ALTERATION OR ACCIDENT OR WHICH HAVE BEEN IMPROPERLY LUBRICATED OR REPAIRED, OR USED IN APPLICATIONS FOR WHICH THEY WERE EITHER NOT DESIGNED OR NOT APPROVED BY THE COMPANY, OR ARE CLEANED, ADJUSTED OR REPLACED AS A PART OF NORMAL MAINTENANCE, OR SPARE PLUGS THAT ARE OIL FOULED, LEAD FOULED OR WHICH FAIL DUE TO THE USE OF LOW-GRADE FUEL, IMPROPER SELECTION OF HEAT RANGE OR MISAPPLICATION, OR FAILURES CAUSED BY NON-FORD PARTS. LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED. THERE IS NO OTHER EXPRESS WARRANTY ON NEW FORD PARTS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE 90-DAY/9,000 MILE DURATION OF THIS WRITTEN WARRANTY.
(1) With the following exceptions:
• Ford Air Conditioners and Thermostats Fans - 12 months/unlimited mileage.
• Mercedes-Benz Shock Absorbers.
• Auto-Flux (AB), Super-Flux (AA), Auto-Flux Extra-Duty (AUG) - Lifetime of original purchaser's ownership of private passenger car or truck. Air Shock Absorbers (AJ) - 12 months/12,000 miles. Labor to Remove and Install Shock Absorbers for 80 days/8,000 miles only.
• Mercedes-Benz "Q" Series Premium Battery - 12 months/unlimited mileage.

DESCRIPTION	TOTALS
LABOR REPAIR SHOP	0.00
PARTS REPAIR SHOP	0.00
SHOP SUPPLIES	0.00
SUBLET AMOUNT	0.00
MISCELLANEOUS	0.00
TOTAL CHARGES	0.00
DED. / DISC	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER SIGNATURE
X

PE14-030 001192LC



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4258
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.arb-forum.com or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DICKENS		Tag: 5295	License: RFE691	3FAHPOJAL BR	Page: 1	Invoice:
Invoice to:		Address/Owner:				
WALDORE, MD		WALDORE, MD				
Home:		Work:				
For Office Use		Vehicle Information				
Odometer in: 0584 Out: 0586		WAR W		Prelim		11 FORD FUSION SEL 4DR 80N BLACK
Begin: 02/05/13		Done: 02/07/13		Invoiced: 02/07/13 11:19 NL		Inservice: 09/05/11 Production: 01/19/11
Customer Concern						
Concern 24	PERFORM QUALITY CARE INSPECTION			Operation	Tech Units	Amount
Correction	PERFORM QUALITY CARE INSPECTION			99P	312 0.0	0.00
Comment	PERFORM QUALITY CARE INSPECTION			Subtotal:		
Type: W	Line Flag: NCS			FORD WARRANTY		
Concern 51	CUSTOMER STS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING			Operation	Tech Units	Amount
Correction	TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. THIS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.			TIREPRESSURE	312 0.0	0.00
Type: W				Subtotal:		
				FORD WARRANTY 0.00		
Summary of Charges for Invoice W55669				Payment Distribution for Invoice W55669		
TOTAL CHARGE 0.00				FAC WARRANTY 0.00		
				TOTAL CHARGE 0.00		
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

X
 CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 864-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.nafdisforum.com or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 514 NATALIE DICKENS	Tag: 5295	License:	3FAHPCJAL BP	Page: 2	Invoice:		
Invoiced: 02/07/13 11:19:45 NL		11 FORD FUSION SEL 4DR SDN BLACK					
Skill 01 Tech# 312 Start Time: 02/07/13 10:37 Stop Time: 02/07/13 10:39							
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units	Type
24	312	Begin	02/07/13 10:37	End	02/07/13 10:37	:00	.0
51	312	Begin	02/07/13 10:37	End	02/07/13 10:39	:02	.0

Last Page

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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Adv: 534 NATALIE DICKENS		Tag: 5295	License:	3FAHP0J1 BR	Page: 1	Invoice:																								
<table border="1"> <tr> <td>WALDORF, MD</td> <td>WALDORF, MD</td> </tr> <tr> <td>Home:</td> <td>Work:</td> </tr> </table>							WALDORF, MD	WALDORF, MD	Home:	Work:																				
WALDORF, MD	WALDORF, MD																													
Home:	Work:																													
For Office Use			Vehicle Information																											
Odometer 1st: 5556		WAR W	Prelim	11 FORD FUSION SEL 4DR SDN BLACK																										
Begin: 01/02/13	Done: 01/17/13	Invoiced: 02/07/13 11:19 NL		Inservice: 09/05/11	Production: 01/19/11																									
<table border="1"> <tr> <th>Concern</th> <th>24</th> <th>PERFORM QUALITY CARE INSPECTION</th> <th>Operation</th> <th>Tech Units</th> <th>Amount</th> </tr> <tr> <td>Correction</td> <td></td> <td>PERFORM QUALITY CARE INSPECTION</td> <td>99P</td> <td>312 0.0</td> <td>0.00</td> </tr> <tr> <td>Comment</td> <td></td> <td>PERFORM QUALITY CARE INSPECTION</td> <td colspan="3">Subtotal</td> </tr> <tr> <td>Type: W</td> <td></td> <td>Line Flag: NOC</td> <td colspan="3">FORD WARRANTY</td> </tr> </table>							Concern	24	PERFORM QUALITY CARE INSPECTION	Operation	Tech Units	Amount	Correction		PERFORM QUALITY CARE INSPECTION	99P	312 0.0	0.00	Comment		PERFORM QUALITY CARE INSPECTION	Subtotal			Type: W		Line Flag: NOC	FORD WARRANTY		
Concern	24	PERFORM QUALITY CARE INSPECTION	Operation	Tech Units	Amount																									
Correction		PERFORM QUALITY CARE INSPECTION	99P	312 0.0	0.00																									
Comment		PERFORM QUALITY CARE INSPECTION	Subtotal																											
Type: W		Line Flag: NOC	FORD WARRANTY																											
<table border="1"> <tr> <th>Concern</th> <th>51</th> <th>CUSTOMER STS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING</th> <th>Operation</th> <th>Tech Units</th> <th>Amount</th> </tr> <tr> <td>Correction</td> <td></td> <td>TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. IT IS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.</td> <td>TIREPRESSURE</td> <td>312 0.0</td> <td>0.00</td> </tr> <tr> <td>Type: W</td> <td></td> <td></td> <td colspan="3">Subtotal</td> </tr> <tr> <td colspan="3"></td> <td colspan="3">FORD WARRANTY</td> </tr> </table>							Concern	51	CUSTOMER STS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING	Operation	Tech Units	Amount	Correction		TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. IT IS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.	TIREPRESSURE	312 0.0	0.00	Type: W			Subtotal						FORD WARRANTY		
Concern	51	CUSTOMER STS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING	Operation	Tech Units	Amount																									
Correction		TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. IT IS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN.	TIREPRESSURE	312 0.0	0.00																									
Type: W			Subtotal																											
			FORD WARRANTY																											
Summary of Charges for Invoice #556			Payment Calculation for Invoice #556																											
TOTAL CHARGE 0.00			FAC WARRANTY TOTAL CHARGE 0.00																											
<p>If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____</p>																														

X
 CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-forum.com or PO Box 50191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DICKENS		Tag: 5295	License:	3FAHFOJAL BR	Page: 2	Invoice:
Invoice # 5295		Driver/Owner: TURNER, BERT				
Invoiced: 02/07/13 11:19:45 NL				11 FORD FUSION SEL 4DR SDN BLACK		
Skill 01 Tech# 312 Start Time: 02/07/13 10:37 Stop Time: 02/07/13 10:39						
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units Type
24	312	Begin	02/07/13 10:37	End	02/07/13 10:37	:00 .0
51	312	Begin	02/07/13 10:37	End	02/07/13 10:39	:02 .0

LAST PAGE

X
 CUSTOMER SIGNATURE:



2440 ERAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5404 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 843-5400 • ST. MARYS CTV. (301) 884-0180 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ WWW.WALDORFFORD.COM

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties either 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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-forum.com or PO Box 90191, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DICKENS		Tag: 5295	License: [REDACTED]	3FAHPOJAL BR [REDACTED]	Page: 1	Invoice: [REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]		
WALDORF, MD		WALDORF, MD		[REDACTED]		
Home: [REDACTED]		Work: [REDACTED]		[REDACTED]		
For Office Use				Vehicle Information		
Odometer In: 858		Out: 8586		WAR W Prelim 11 FORD FUSION SEL 4DR EDN BLACK		
Begin: 02/06/13		Done: 02/07/13		Inservice: 02/06/11		Production: 01/19/11
Customer Concern						
Concern 24	PERFORM QUALITY CARE INSPECTION			Operation	Tech Units	Amount
Correction	PERFORM QUALITY CARE INSPECTION			99P	312 0.0	0.00
Comment	PERFORM QUALITY CARE INSPECTION			Subtotal		
Type: W	Line Flag: NOS			FORD WARRANTY 0.00		
Concern 31	CUSTOMER STS "SERVICE TRACTION CONTROL" LIGHT, TIRE PRESSURE LIGHTS COME ON AT TIMES-POWER STEERING GOES IN & OUT AT TIMES WHILE DRIVING			Operation	Tech Units	Amount
Correction	TIRE PSI VERY LOW. SET TIRE PSI TO SPEC & TEST DROVE OK. IT IS CUSTOMERS RESPONSIBILITY TO SET TIRE PSI SO THIS CONCERN DOES NOT HAPPEN			TIREPRESSURE	312 0.0	0.00
Type: W				Subtotal		
				FORD WARRANTY 0.00		
Summary of Charges for Invoice WAF669				Payment Distribution		
TOTAL CHARGE 0.00				FAC WARRANTY TOTAL CHARGE 0.00		
				0.00		
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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Adv: 534 NATALIE DICKENS		Tag: 5295	License:	3FAHPOJA1 BR	Page: 2	Invoice:
Invoiced: 02/07/13 11:19:45 NL		11 FORD FUSION SEL 4DR SDN BLACK				
Skill 01 Tech# 312 Start Time: 02/07/13 10:37 Stop Time: 02/07/13 10:39						
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units Type
24	312	Begin	02/07/13 10:37	End	02/07/13 10:37	:00 .0
51	312	Begin	02/07/13 10:37	End	02/07/13 10:39	:02 .0

Last Page

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0138 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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Asst: S34 NATALIE DICKENS		Tag: 1362	License: [REDACTED]	SEAFORD JAI BR [REDACTED]	Page: 1	Invoice: [REDACTED]
WALDORF, MD		WALDORF, MD				
Work: [REDACTED] Home: [REDACTED]		Work: [REDACTED] Home: [REDACTED]				
Odometer In: 3220		Out: 9230	WAR W	Proline	11 FORD FUSION SEL 4DR SEN BLACK	
Sagitt: 02/20/13		Done: 02/20/13	Invoked: 02/20/13 15:34 NL	Inservice: 09/05/11	Production: 01/19/11	
Customer Concern:						
Concern	24	PERFORM QUALITY CARE INSPECTION			Operation	Tech Units
Correction		PERFORM QUALITY CARE INSPECTION			99P	682 0.0
Comment		PERFORM QUALITY CARE INSPECTION				Amount
Type: W		Line Item: NOS				0.00
					Subtotal	
					FORD WARRANTY	
					0.00	
Concern	51	CUSTOMER STS "SERVICE ADVANCE TRACK" & "SERVICE POWER STEERING" MESSAGES ON DASH-NO POWER STEERING- SEE HISTORY			Operation	Tech Units
Correction		EPAS SYSTEM DIAG TEST			3504E	682 0.2
	51-1	EPAS SYSTEM EP TESTS			3504E4b	682 0.3
	51-2	REPLACE EPAS RACK ASSEMBLY			3504A	682 1.7
	51-3	PERF MODUAL PMI			3504E8	682 0.1
	51-4	PERF ROAD TESTS, ON ROAD AND PARKING LOT			3504F47	682 0.3
	51-5	CASTER, CAMBER AND TOE-IN - CORRECT			3001A1	682 0.3
	51-6	TOE-IN - CORRECT			3001A6F	682 0.1
Tech Notes		PERF EPAS SYSTEM DIAG TEST CODE C1277, C1983, PP TESTS, REPLACE RACK ASSEMBLY, PERF MODUAL PMI, EPAS SYSTEM ROAD TESTS, CHECK FEA AND SET TOE				Amount
Parts		Part Number	Qty	Unit	Description	
		PW0 A852	3504 CE		EXHAUST 2 LAYS	
		Part Count	1.00	Allowance:	273.10	
		PP- 3504				
					Qty	Sell
					1	60.00 60.00
					1	555.96 555.96
					Subtotal	
					PARTS	
					955.96	
					SUBLET REPAIRS	
					60.00	
					LAB-MECHANICAL	
					314.40	

X
CUSTOMER SIGNATURE:

UC502004

TECHNICIAN

PE14-030 001199LC



WALDORF
Ford

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranty with respect to the sale of the 1997 Chrysler PT. Seller hereby expressly disclaims all warranties, express or implied, including an implied warranty of merchantability, fitness for a particular purpose, or non-infringement. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this 1997 Chrysler. We agree that any claim, dispute or controversy, directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.natforum.com or PO Box 50191, Minneapolis, Minnesota 55450. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, retention, defense of any other remedy, with or without judicial process, concerning any claim relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnusson Moss Act.

X _____
CUSTOMER SIGNATURE:

CUSTOMER

- § _____ (3)

Company _____
 Terms: The first of _____ months or _____ miles
 Buyer's Initials _____ Deductible _____

PE14-030 001200LC



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4266
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Adv: 534 NATALIE DICKENS		Tag: 1862	License: [REDACTED]	3FANFOJAL BR [REDACTED]	Page: 2	Invoice: [REDACTED]																
Invoiced: 02/20/13 13:34:05 NL																						
11 FORD FUSION SEL 4DR SEN BLACK																						
Type: W FORD WARRANTY 1330.26																						
<table border="1"> <tr> <td>PARTS</td> <td>955.86</td> <td>TOTAL CHARGE</td> <td>1330.26</td> </tr> <tr> <td>SUBLET REPAIRS</td> <td>60.00</td> <td></td> <td></td> </tr> <tr> <td>LAB-MECHANICAL</td> <td>314.40</td> <td>PAC WARRANTY</td> <td>1330.26</td> </tr> <tr> <td>TOTAL CHARGE</td> <td>1330.26</td> <td></td> <td></td> </tr> </table>							PARTS	955.86	TOTAL CHARGE	1330.26	SUBLET REPAIRS	60.00			LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26	TOTAL CHARGE	1330.26		
PARTS	955.86	TOTAL CHARGE	1330.26																			
SUBLET REPAIRS	60.00																					
LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26																			
TOTAL CHARGE	1330.26																					
<p>If you have any questions - please see NATALIE DICKENS</p> <p>NOW THAT WE HAVE COMPLETED "YOUR" SERVICE. WE WOULD LIKE TO MAKE AN APPOINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!!</p> <p>WHAT WOULD BE CONVENIENT ??</p> <p>DATE: _____ PHONE: _____</p> <p>TIME: _____</p> <p>EMAIL ADDRESS: _____</p>																						

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
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Adv: 534 NATALIE DICKENS		Tag: 1362	License: RPE631	JEANPOUL BE	Page: 2	Invoice:
Invoice to: NATALIE DICKENS		Invoice/Order: NATALIE DICKENS				
Invoiced: 02/20/13 15:34:05 NL		11 FORD FUSION SEL 4DR SDN BLACK				
Type: W	FORD WARRANTY				1330.26	
Summary of Charges for Invoice #56438			Payment Distribution for Invoice			
PARTS	955.86	TOTAL CHARGE		1330.26		
SUBLET REPAIRS	60.00	FAC WARRANTY		1330.26		
LAB-MECHANICAL	314.40					
TOTAL CHARGE	1330.26					
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						

X

CUSTOMER SIGNATURE:



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Adv: 934 NATALIE DICKENS	Tag: 1362	License: MP5531	3FAHPOJA1ER	Page: 1	Invoice: W56431
Invoice to:		Deliver/Owner:			
Invoice#: 02/20/13 15134:05 NL		11 FORD FUSION SEL 4DR 80W BLACK			
Type: W	FORD WARRANTY			1330.26	
Summary of Charges For Invoice W56431			Payment Distribution for Invoice W56431		
PARTS	955.86	TOTAL CHARGE	1330.26		
SUBLET REPAIRS	60.00				
LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26		
TOTAL CHARGE	1330.26				
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____					



2440 GRAIN HIGHWAY • WALDORF • MARYLAND 20601
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LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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Adv: 534 NATALIE DICKENS		Tag: 1362	License:	3FAHPOJAL RP	Page: 2	Invoice: W56431
Invoice to: [REDACTED]		Driver/Owner: [REDACTED]				
Invoiced: 02/20/13 15:34:05 NL		11 FORD FUSION SEL 4DR SDN BLACK				
Type: W	FORD WARRANTY				1330.26	
Summary of Charges for Invoice W56431		Payment Distribution for Invoice				
PARTS	955.86	TOTAL CHARGE		1330.26		
SUBLET REPAIRS	60.00	FAC WARRANTY		1330.26		
LAB-MECHANICAL	314.40					
TOTAL CHARGE	1330.26					
If you have any questions - please see NATALIE DICKENS						
NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN APPOINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!!						
WHAT WOULD BE CONVENIENT ??						
DATE: _____		PHONE: _____				
TIME: _____						
EMAIL ADDRESS: _____						

X

CUSTOMER SIGNATURE:



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Adv: 534 NATALIE DICKENS	Tug: 1362	License:	3FAHFOJA1BR242259	Page: 1	Invoice:		
Invoice to: TURNER, BOB			Driver/Owner: TURNER, BOB				
Invoiced: 02/20/13 15:14:05 NL			11 FORD FUSION SEL 4DR SDN BLACK				
Skill 01 Tech# 682 Start Time: 02/19/13 16:50 Stop Time: 02/20/13 15:25							
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units	Type
24	682	Begin	02/20/13 15:24	End	02/20/13 15:24	:00	.0
51	682	Begin	02/19/13 16:50	GH	02/19/13 17:09	:19	.3
		AW	02/20/13 08:10	End	02/20/13 15:24	7:14	7.2
Total						7:33	7.5

Last Page

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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Adv: 534 KAYALIE DICKENS		Reg: 1362	License:	3FAHPOJAL BR	Page: 3	Invoice:
Invoiced: 02/20/13 15:34:05 NL 13 FORD FUSION SEL 4DR SDN BLACK						
Skill 01 Tech# 002 Start Time: 02/19/13 16:50 Stop Time: 02/20/13 15:25						
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed Units Type
24	682	Begin	02/20/13 15:24	End	02/20/13 15:24	:00 .0
51	682	Begin	02/19/13 16:50	GH	02/19/13 17:09	:19 .3
		AW	02/20/13 08:10	End	02/20/13 15:24	7:14 7.2
Total						7:33 7.5

Last Page

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CUSTOMER SIGNATURE:

UC902004

TECHNICIAN

PE14-030 001206LC



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
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Adv: 534 NATALIE DICKENS	Tag: 1362	License:	3FAHF0JAL BR	Page: 3	Invoice: W56431			
Invoice To:			Driver/Owner:					
Invoiced: 02/20/13 15:54:05 NL			11 FORD FUSION SEL 4DR XDN BLACK					
Skill 01 Tech# 682 Start Time: 02/19/13 16:50 Stop Time: 02/20/13 16:25								
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
24	682	Begin	02/20/13 15:24	End	02/20/13 15:24	:00	.0	
51	682	Begin	02/19/13 16:50	GH	02/19/13 17:05	:19	.3	
		AW	02/20/13 08:10	End	02/20/13 15:24	7:14	7.2	
Total						7:33	7.5	

Last Page

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CUSTOMER SIGNATURE:



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 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4266
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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Adv: 534 KATALIS DICKENS		Tag: 1362	License:	3FAHFOJAL BP	Page: 1	Invoice:
WALDORF, MD		WALDORF, MD				
Work: Home:		Work: Home:				
Odometer In: 9223 Out: 9230		WAR W Prelim		11 FORD FUSION SEL 4DR SDN BLACK		
Begin: 02/18/13 Done: 02/20/13		Invoiced: 02/20/13 15:14 NL		Invoice: 02/05/11		Production: 01/19/11
Customer Concern:						
Concern 24	PERFORM QUALITY CARE INSPECTION			Operation	Tech Units	Amount
Correction	PERFORM QUALITY CARE INSPECTION			99P	682 0.0	0.00
Comment	PERFORM QUALITY CARE INSPECTION			Subtotal		
Type: W	Line Flag: NOS			FORD WARRANTY 0.00		
Concern 51	CUSTOMER STS "SERVICE ADVANCE TRACK" & "SERVICE POWER STEERING" MESSAGES ON DASH-NO POWER STEERING- SEE HISTORY			Operation	Tech Units	Amount
Correction	EPAS SYSTEM DIAG TEST			3504E	682 0.2	20.96
51-1	EPAS SYSTEM PP TESTS			3504E45	682 0.3	31.44
51-2	REPLACE EPAS RACK ASSEMBLY			3504A	682 1.7	178.16
51-3	PERF MODUAL PMI			3504E8	682 0.1	10.48
51-4	PERF ROAD TESTS, ON ROAD AND PARKING LOT			3504F47	682 0.3	31.44
51-5	CASTER, CAMBER AND TOE-IN - CORRECT			3001A1	682 0.3	31.44
51-6	TOE-IN - CORRECT			3001A6F	682 0.1	10.48
Tech Notes	PERF EPAS SYSTEM DIAG TEST CODE C1277, C1963, PP TESTS, REPLACE RACK ASSEMBLY, PERF MODUAL PMI, EPAS SYSTEM ROAD TESTS, CHECK FEA AND SET TOE					
Parts	Part Number	POI	Note	Description	Qty	Sell
				ENTERPRISE 2 DAYS	1	60.00 60.00
	PMC A232 3504 CR			GEAR ASY	1	555.36 555.86
	Parts Count 1.00	Allowance:	273.10			
	PP- 3504					
				Subtotal		
				PARTS 955.86		
				SUBLET REPAIRS 60.00		
				LAB-MECHANICAL 314.40		

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20801
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LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.com

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. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-forum.com or PO Box 50101, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson Moss Act.

Adv: 534 NATALIE DICKENS	Tag: 1362	License:	3FAHFOJAL ER	Page: 2	Invoice:
Invoiced: 02/20/13 15:34:05 NL		31 FORD FUSION SEL 4DR SDN BLACK			
Type: W	FORD WARRANTY			1330.26	
PARTS	955.86	TOTAL CHARGE	1330.26		
SUBLET REPAIRS	60.00				
LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26		
TOTAL CHARGE	1330.26				
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____					

X

CUSTOMER SIGNATURE:

UC562004

TECHNICIAN

PE14-030 001209LC



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20801
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4288
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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Adv: 524 NATALIE DICKENS	Tag: 1862	License:	3FAHPOJAL BR	Page: 1	Invoice:			
Invoiced: 02/20/13 15:34:05 NL								
11 FORD FUSION SEL 4DR SDN BLACK								
Skill: 01 Tech: 682 Start Time: 02/19/13 16:30 Stop Time: 02/20/13 15:25								
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
24	682	Begin	02/20/13 15:24	End	02/20/13 15:24	1:03	.0	
51	082	Begin	02/19/13 16:50	SH	02/19/13 17:09	:19	.3	
		AW	02/20/13 08:10	End	02/20/13 15:24	7:14	7.2	
Total						7:33	7.5	

Last Page

X

CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4258
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0138 • FAX (301) 843-0334
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Adv: 134 NATALIE DICKENS		Tag: 1362	License:	3FAHPOJAL ED	Page:	Invoice:
Invoice to:		Driver/Owner:				
Invoiced: 02/20/13 15:34:05 NL		11 FORD FUSION SEL 4DR SCH BLACK				
Type: W	FORD WARRANTY					1330.26
Summary of Charges For Invoice			Payment Distribution For Invoice			
PARTS	955.86	TOTAL CHARGE	1330.26			
SUBLET REPAIRS	60.00					
LAB-MECHANICAL	314.40	PAC WARRANTY	1330.26			
TOTAL CHARGE	1330.26					
If you have any questions - please see NATALIE DICKENS NOW THAT WE HAVE COMPLETED "YOUK" SERVICE. WE WOULD LIKE TO MAKE AN AP POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!! WHAT WOULD BE CONVENIENT ?? DATE: _____ PHONE: _____ TIME: _____ EMAIL ADDRESS: _____						



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

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Adv: 534 NATALIE DICKENS		Tag: 1362	License: [REDACTED]	3FAHPOJAL ER [REDACTED]	Page: 2	Invoice: [REDACTED]
Invoice for TURNER, ERIC		Delivery/Owner TURNER, ERIC				
Invoice# 02/20/13 15:34:05 NL		11 FORD FUSION SEL 4DR SON BLACK				
Type: W	FORD WARRANTY				1330.26	
Summary of Charges for Invoice			Payment Distribution for Invoice			
PARTS	955.86	TOTAL CHARGE		1330.26		
SUBLET REPAIRS	60.00	FAC WARRANTY		1330.26		
LAB-MECHANICAL	314.40					
TOTAL CHARGE	1330.26					

If you have any questions - please see NATALIE DICKENS
 NOW THAT WE HAVE COMPLETED "YOUR" SERVICE, WE WOULD LIKE TO MAKE AN AP
 POINTMENT WITH "YOU" FOR A FOLLOW UP CALL !!!
 WHAT WOULD BE CONVENIENT ??

DATE: _____ PHONE: _____
 TIME: _____
 EMAIL ADDRESS: _____

X
 CUSTOMER SIGNATURE:



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
 DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
 LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
 VISIT OUR WEBSITE @ www.waldorfford.com

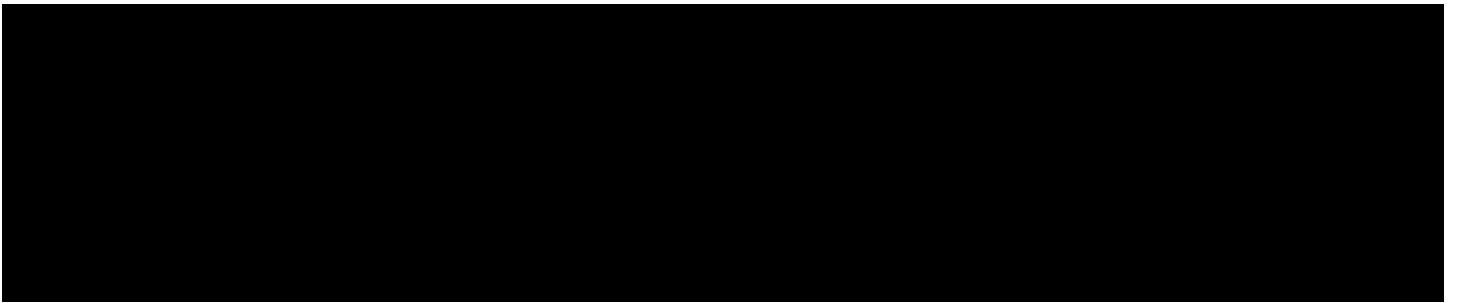
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Adv: 834 NATALIE DICKENS	Tag: 1362	License:	3E7HFOJAL BR	Page: 3	Invoice:			
Invoice to: TURNER, SUE			Driver/Owner: TURNER, SUE					
Invoice: 02/20/13 15:34:05 NL			11 FORD FUSION SEL 4DR SED BLACK					
Skill 01 Tech# 682 Start Time: 02/19/13 16:50 Stop Time: 02/20/13 15:25								
Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
24	682	Begin	02/20/13 15:24	End	02/20/13 15:24	:00	.0	
51	682	Begin	02/19/13 16:50	GH	02/19/13 17:09	:19	.3	
		AW	02/20/13 08:10	End	02/20/13 15:24	7:14	7.2	
						Total	7:33	7.5

Last Page

X
 CUSTOMER SIGNATURE:



Case Print Report

Case Number [REDACTED]

Case Opened Date 10/22/2013 9:08 AM

Case Closed Date 10/22/2013

Case Status Resolved

Case Last Modified 10/22/2013 9:09 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

WILLIAMSTOWN [REDACTED]

Email [REDACTED]

Dealer Airport Ford

VIN 3FAHP0HA4BR[REDACTED]

Year 2011

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 Inoperative

FORD MOTOR COMPANY
RECEIVED
OCT 22 2013

OCT 22 2013
OFFICE OF
GENERAL COUNSEL

Case Print Report

Case Number



Case Print Report

Case Number [REDACTED]

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

Diane Jennings

10/22/2013 9:09 AM

-CUCT SAID

Accidents

DRIVING AT 40-45 AND THE STEERING WENT OUT

-CUST WENT INTO A DITCH AND ROAD THE DITCH AND HIT A TREE

VEH IS AT A BODY SHOP COLLISION PLUS IN DRY RIDGE KY

1. Were any injuries sustained? CUST HURT HIS NECK AND BACK AND BRUISES EVERYWHERE

-THE RIGHT KNEE HAD HIT THE DASH AND WAS CUT OPEN

- Please provide the first and last name of all injured parties. [REDACTED]

2. What are you seeking from Ford Motor Company?

- 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? 09/25/13

4. What product defect is alleged to have caused the accident? STEERING WENT OUT

5. What is the City and State where the accident occurred? WILLIAMSTOWN KY

6. Was a police report filed? YES

7. If a police report was filed, what were the findings? HE DOES NOT KNOW

8. What is the police report number and in what city and county was the report filed?

WILLIAMSTOWN KY GRANT COUNTY POLICE REPORT NUMBER IS [REDACTED]

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? ONLY LIABILITY

11. Is the vehicle repairable? DOES NOT KNOW

12. What is the name and address of customer's attorney? (only if the customer mentions they have sought one)

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)

295 TURNER RD WILLIAMSTOWN KY 41097

-DRLSHP INFO

Airport Ford

8001 Burlington Pike

Florence, KY 41042

(859) 371-4750

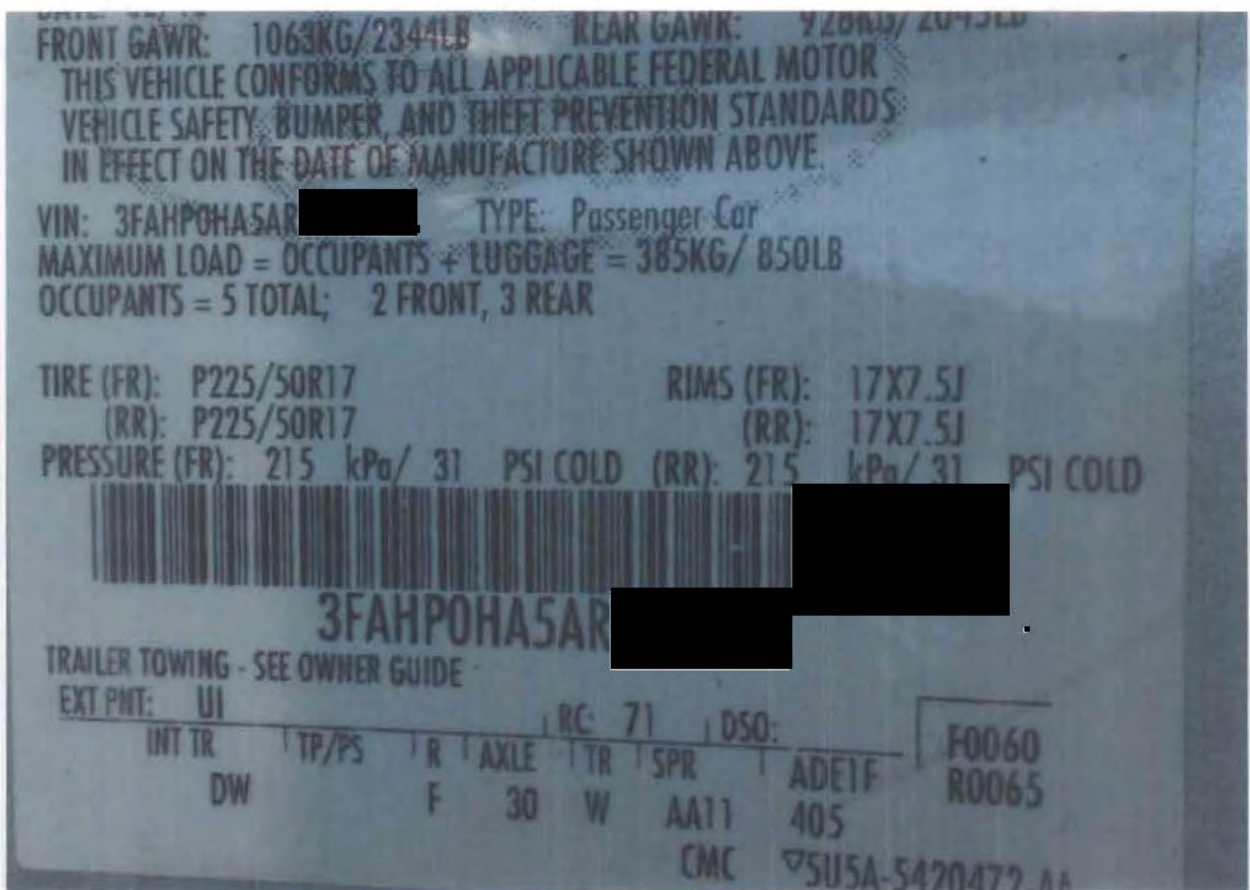
-CRC ADVISED

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.

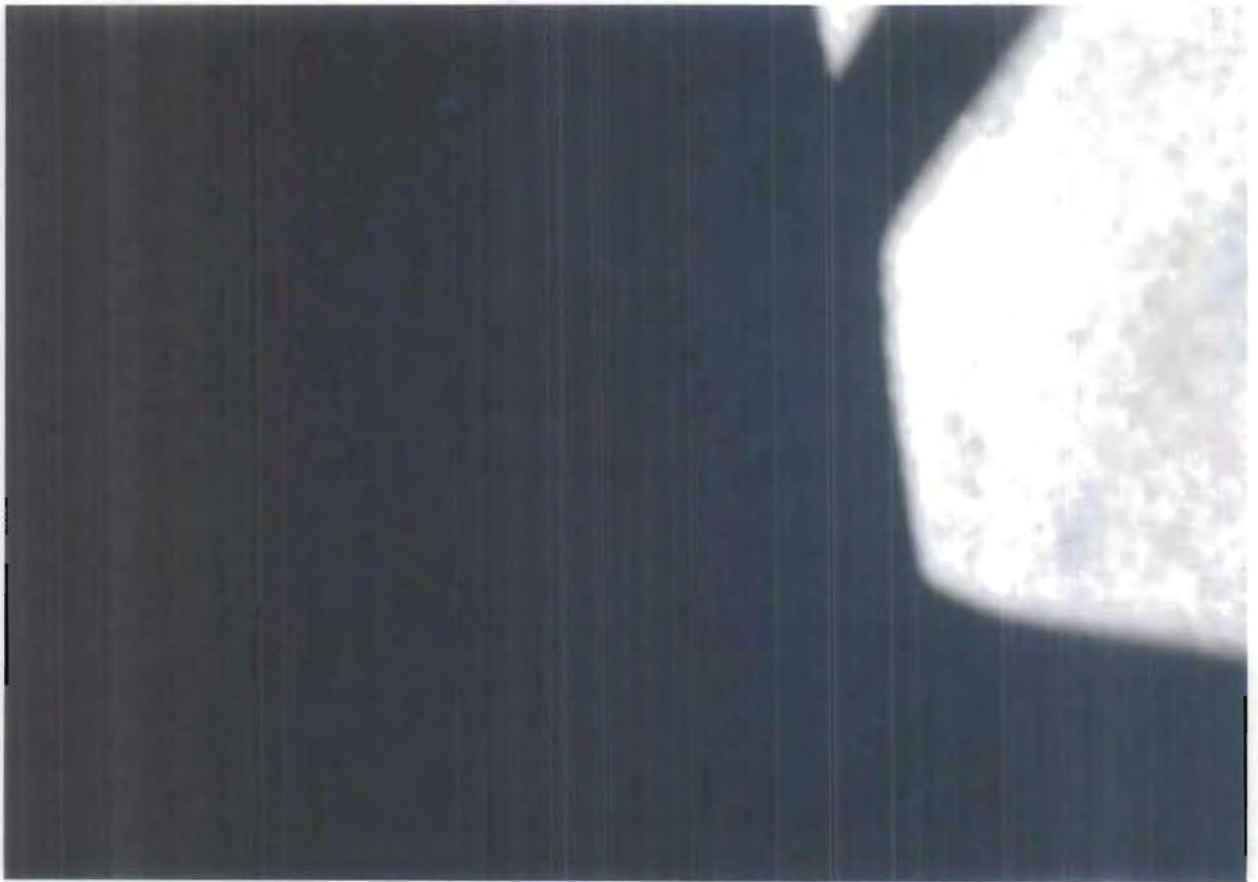
Case Print Report

Case Number [REDACTED]





















Malaney, Linda (L.)

From: Clark, Jessica (J.E.)
Sent: Wednesday, July 23, 2014 8:41 AM
To: Taylor, Alma (A.)
Cc: swalker@galpin.com
Subject: FW: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 23 2014

OFFICE OF THE,
GENERAL COUNSEL

Alma,

Here is a new claim for you.

*****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: Monday, July 21, 2014 4:57:29 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: SWALKER@GALPIN.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: Galpin Ford

Requesting Dealer Fleet: DEALER

PA Code: 05536

Contact Person: STEVE WALKER

Title: SERVICE CONSULTANT

Phone Number: 818-778-2126

Fax Number: 818-778-2164

Email: SWALKER@GALPIN.COM

Region: LOS ANGELES

Address: 15505 ROSCOE BOULEVARD

City: NORTH HILLS

State: California

Zip Code: 91343

CUSTOMER VEHICLE INFORMATION:

WSD: 07/12/2010

Vehicle Year: 2010

Vehicle Model: FUSION

Vehicle VIN: 3FAHP0HA5AR [REDACTED]

Mileage: 69039

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : ALTADENA

State : California

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: LOS ANGELES

DETAILS OF INCIDENT:

Accident

Date of Incident: 2014-07-20

County incident occurred: LOS ANGELES

Is customer alleging a component defect CAUSED the incident? YES

Details: Cust states since Thursday 7/17/14 has been having problems with check engine light and wrench light illuminating on cluster vehicle would have no throttle response but was able to control the vehicle - states on sunday 7/20/14 was driving and same thing happened again but this time had no steering control or brakes and was going about 15-20mph into a turn and crashed danaging the right side of vehicle

Was a police report filed? NO

Details :

Has the insurance company been contacted? NO

Insurance company advised:

Insurance company contact information:

Coach builder:

City :

State :

Zip Code :

Vehicle Location: VEHICLE IS CURRENTLY AT GALPIN FORD SERVICE DEPARTMENT - 15505 ROASCOE BOULEVARD, NORTH HILLS, CA 91343

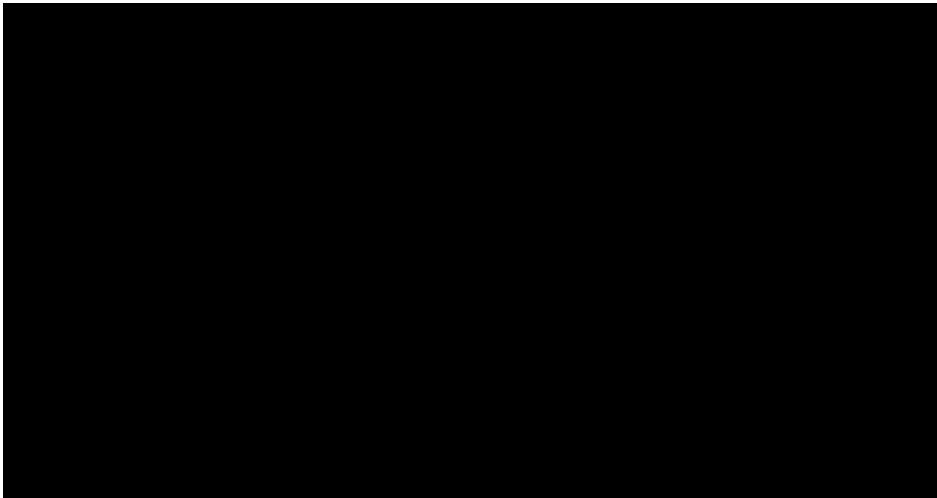
Attorney information:

CVO Contact:

Resolution Customer is seeking: customer is seeking to have vehicle concern resolved and also for all damages to body of vehicle

Comments: Please advise on how to proceed - this vehicle has two open campaigns 13b17 throttle bodt pcm calibration update and 13n03 electronic throttle body extended coverage

Copyright 2014 Ford Motor Company



Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN
23rd JUDICIAL DISTRICT
JUDICIAL CIRCUIT
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

Court address 23365 Goddard Road
Taylor, Michigan 48180

Court telephone no.
734-374-1328

Plaintiff's name(s), address(es), and telephone no(s).

Plaintiff's attorney, bar no., address, and telephone no.

Garden City, MI

v

Defendant's name(s), address(es), and telephone no(s).

Ford Motor Company
c/o The Corporation Company
30600 Telegraph Rd.
Bingham Farms, MI 48025

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 2/4/14	This summons expires 2/24/14	Court clerk [Signature]
------------------	---------------------------------	----------------------------

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
[Redacted]	Bingham Farms, Oakland County, Michigan
Place where action arose or business conducted	
Taylor, Wayne County, Michigan	

Date

2-4-14

RECEIVED FEB 05 2014

Signature of attorney/plaintiff

[Signature]

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/08) SUMMONS AND COMPLAINT MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

PE14-030 001232LC

PROOF OF SERVICE**SUMMONS AND COMPLAINT**

Case No. _____

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE**

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- ☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____ Date _____ County, Michigan.

My commission expires: _____ Date _____ Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on

Day, date, time

on behalf of _____

Signature _____

NER

STATE OF MICHIGAN

IN THE 23rd JUDICIAL DISTRICT COURT



Plaintiff,

v

GC

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

Defendants.

CONSUMER LEGAL SERVICES, P.C.
CHRISTOPHER M. LOVASZ P-44472
STEVEN S. TOTH P-44487
CHRISTOPHER A. WINKLER P-57431
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

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

COMPLAINT AND JURY DEMAND

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

1. Plaintiff is a resident of the City of Southgate, Wayne County, Michigan.
2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of

Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

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

4. On or about November 23, 2012, Plaintiff purchased a 2010 Ford Fusion, VIN: dFAHP0HA6AR [REDACTED] (hereinafter referred to as "2010 Fusion"), from the Seller which was manufactured by the Manufacturer (see copy of the Vehicle Purchase Agreement attached as Exhibit A).

5. Plaintiff has taken the 2010 Fusion to the Manufacturer's authorized agents/dealers, including Seller, on at least seven (7) separate occasions and the vehicle has been out of service due to repair for numerous days (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2010 Fusion include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
03/27/13	59,614	195398	<u>ENGINE DEFECT:</u> At times cranks but will not start
08/05/13	72,540	204254	<u>ENGINE DEFECT:</u> Vehicle bucks very rough when shifting into third gear
10/18/13	77,077	510214	<u>ENGINE DEFECT:</u> Vehicle has no power; <u>POWER STEERING DEFECT:</u> Steering/service advance trac message, light on

11/25/13	78,689	512427	<u>POWER STEERING DEFECT:</u> Power steering went out again, service advance trac on again; <u>ENGINE DEFECT:</u> Squeak noise in engine cold, will go away after engine warms
12/02/13	78,816	512702	<u>POWER STEERING DEFECT:</u> No power steering, advance trac and service power steering messages
12/11/13	78,923	513293	<u>POWER STEERING DEFECT:</u> No power steering
12/27/13	79,114	514149	<u>POWER STEERING DEFECT:</u> Was in accident due to power steering going out, advance track message is on

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

7. The amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest, costs and statutory attorney fees, for which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

COUNT I **BREACH OF EXPRESS WARRANTY**

8. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 7 as though herein fully restated and realleged.

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

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

11. The 2010 Fusion constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

13. Plaintiff's purchase of the 2010 Fusion was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

14. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2010 Fusion free of charge to Plaintiff under specific terms as stated in the express warranty.

15. In fact, Plaintiff discovered the 2010 Fusion had defects and problems after Plaintiff purchased the vehicle as discussed above.

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

17. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2010 Fusion.

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

19. The Manufacturer and Seller have failed to adequately repair the 2010 Fusion and/or have not repaired the 2010 Fusion in a timely fashion, and the 2010 Fusion remains in a defective condition.

20. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2010 Fusion's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

21. The 2010 Fusion continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

22. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2010 Fusion.

23. The Manufacturer and Seller induced Plaintiff's acceptance of the 2010 Fusion by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

24. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2010 Fusion and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

25. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2010 Fusion was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2010 Fusion;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and attorneys' fees; and
- F. For such other relief this Court deems appropriate.

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

27. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 26 as though herein fully restated and realleged.

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

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

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

31. The 2010 Fusion is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

32. The 2010 Fusion was manufactured, sold and purchased after July 4, 1975.

33. The express warranty given by the Manufacturer pertaining to the 2010 Fusion is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2010 Fusion;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT III
BREACH OF CONTRACT

36. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 35 as though herein fully restated and realleged.

37. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2010 Fusion to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

38. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2010 Fusion created a contractual relationship between the Manufacturer/Seller and Plaintiff.

39. Seller entered into a contract with Plaintiff regarding the servicing of the vehicle under which it was required to properly diagnose and repair the subject vehicle.

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

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2010 Fusion;

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

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

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

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

F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

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

43. The 2010 Fusion was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

44. The 2010 Fusion was not fit for the ordinary purpose for which such goods are used.

45. The defects and problems hereinbefore described rendered the 2010 Fusion unmerchantable.

46. The Manufacturer and Seller failed to adequately remedy the defects in the 2010 Fusion; and the 2010 Fusion continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 2010 Fusion;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

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

47. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 46 as though herein fully stated and realleged.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2010 Fusion;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VI
REVOCATION OF ACCEPTANCE

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

50. Plaintiff accepted the 2010 Fusion without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

53. The nonconformities substantially impair the value of the 2010 Fusion to the Plaintiff.

54. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2010 Fusion and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

55. Manufacturer and Seller have nevertheless refused to accept return of the 2010 Fusion and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2010 Fusion;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

56. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 55 as though fully restated and realleged.

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

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

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

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

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

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

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

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completed properly or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

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


WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

CHRISTOPHER M. LOVASZ P-44472

STEVEN S. TOTH P-44487

CHRISTOPHER A. WINKLER P-57431

Attorneys for Plaintiff

30928 Ford Road

Garden City, MI 48135

(734) 261-4700

Dated: January 16, 2014

Purchase Date 11/23/2012

Invoice/Stock No.

Delivery Date 11/23/2012117865
Invoice/Stock No.Dealer **TAYLOR FORD, INC.**Address **10725 Telegraph At Goddard**City **TAYLOR**County **WAYNE** State **MICHIGAN** Zip Code **48180**Dealer License **[REDACTED]** Sales Tax License **[REDACTED]** Phone Number **(313) 291-0300**

Vehicle Sold New ☐ Used ☒ Demo ☐ Trade-In Yes ☐ No ☒

Trade-In Year **[REDACTED]** Make **[REDACTED]** Vehicle No. **[REDACTED]**

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES Expires 15 days after delivery date		
Plates transferred from:	Year	Make
Vehicle No.	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

- ☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

0	4	9	2	9	5
NO TENTHS					

☒ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

Factory Installed Accessories ☒ Factory List Affixed To Vehicle**36 mo/48000 mile**

Dealer Installed Accessories When Optional to Purchaser Some dealer installed items may not be supplied, marketed or warranted by General Motors.

REMARKS:

Any Warranties on this product are those made by the manufacturers. The Seller TAYLOR FORD, Inc. hereby expressly disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose, and TAYLOR FORD, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM.
I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

AGENT

Dealer's Signature

Title

DEAL# 226530
CUST# 99578

DEPARTMENT OF STATE

Expires On		Month	Day	Year	Months	<input checked="" type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input type="checkbox"/> TRANSFER
Year	Make	Body Style		Code	County	
2010	FORD	4DR		01	82	
Vehicle No.		Fee Category/Weight		License Fee		
3FAHP0HA6AR		20		50.00		
Driver License No./IDs of All Owners or Lessees						Title
[REDACTED]						15.00
2) County of Residence						Title Late Fee
WAYNE						N/A
Complete Names and Addresses of All Owners or Lessors						Tax
[REDACTED]						803.40
[REDACTED]						Reg. Transfer Fee
[REDACTED]						N/A
NEW BOSTON, MI [REDACTED]						Total Trans. to #4
[REDACTED]						868.40
Complete Names and Addresses of All Lessees						Full Rights to Survivor
[REDACTED]						Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Insurance Company				Policy No. or Binder No.		

First Secured Interest **FIFTH THIRD BANK** Filing Date **23 NOV 2012**
Address **PO BOX 997548**
City-State Zip **SACRAMENTO CA 95899**

Second Secured Interest **[REDACTED]** Filing Date **[REDACTED]**
Address **[REDACTED]**
City-State Zip **[REDACTED]**

1. PURCHASE PRICE OF VEHICLE (including Freight & Accessories)	13200.00
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	190.00
3. TOTAL TAXABLE PRICE	13390.00
4. (Above total) SALES TAX-LICENSE-TITLE	868.40
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	2210.00
6. TOTAL DELIVERED PRICE	16468.40
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	N/A
9. TRADE-IN	\$ N/A
10. LESS LIEN	\$ N/A
11. TOTAL DOWN PAYMENT	N/A
12. UNPAID BALANCE TO BE FINANCED	16468.40
13. INSURANCE CHARGE*	595.00
14. TOTAL AMOUNT OF FINANCE CONTRACT	17063.40

*TYPE OF INSURANCE

WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan Law.
☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☒ GAP INSURANCE ☐

Temporary Registration No. **PATTON, BRYAN** Temporary Fee Charged Yes ☐ No ☒
Salesperson **PATTON, BRYAN**

PURCHASER WARNING: DO NOT SIGN BLANK FORM
I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied as a repeat offender; and I am eligible to purchase or register this vehicle. I further certify that if tax exemption is shown above it is valid.

11/23/12
Date **X**
Date **X**
Date **X**
Date **X**

Date **X**
Date **X**
Date **X**
Date **X**

PURCHASER NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

PART 1-WHITE-Secretary of State-Treasury Department

THIS FORM MUST BE TYPED ONLY

BART'S BUSINESS FORMS, INC.

EXHIBIT A

PE14-030 001248LC

VEHICLE PURCHASE AGREEMENT

NOT A BINDING CONTRACT

DEAL# 226530

STK# 017865



10725 Telegraph Road • Taylor, Michigan 48180
(313) 291-0300 • Fax (313) 291-5930
www.shoptaylorford.com

DELIVERY: DAY		DATE		TIME	
11/23/12		11/23/2012			
YEAR	MAKE	MODEL	BODY STYLE	COLOR	
2010	FORD	FUSION	4DR	WHITE	
TRIM	STOCK NO.	WT. OR FEE CAT.	NEW USED	CAR TRUCK	DEMO
	U17865	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VEHICLE IDENTIFICATION NO.	
3FAHPCHAGAR	
PRICE OF VEHICLE	\$13200.00
DOC FEE	190.00

PURCHASER		DATE	
		11/23/2012	
ADDRESS		CITY	
		NEW BOSTON	
STATE	ZIP	COUNTY OF RESIDENCE	
MI			
RES. PHONE	BUS. PHONE		
DRIVER'S LICENSE NO.	STATE	BIRTH DATE	
	MI		
INSURANCE COMPANY			
INSURANCE AGENT	AGENT'S PHONE NO.		
N/A	N/A		
INSURANCE ADDRESS	CITY	STATE	ZIP
N/A	N/A	N/A	N/A
LICENSE PLATE NO.	EXPIRATION DATE		
N/A	N/A		
TEMPORARY REGISTRATION NUMBER:			
N/A			
OCCUPATION:			
N/A			
REMARKS:			

TRADE INFORMATION				SELLING PRICE INCLUDING FRI. & ACCESSORIES		13390.00
YEAR	MAKE	MODEL	VEHICLE ID #	SALES TAX		803.40
N/A	N/A	N/A	N/A	NON TAXABLE		2210.00
ALLOWANCE	NET LIEN	EQUITY		LICENSE PLATE OR TRANSFER & TITLE		65.00
N/A	N/A	N/A	N/A	TOTAL DELIVERED		16468.40
PAY OFF TO				REBATE		N/A
ADDRESS				DEPOSIT		N/A
CITY	STATE	ZIP	FINANCE MOS.	TRADE EQUITY		N/A
			75	COD (CASH, CERTIFIED CHECK, OR MONEY ORDER)		N/A
PAYOFF QUOTED BY				TOTAL DOWN PAYMENT		N/A
GOOD TILL	ALLOW 10 DAYS MINIMUM AFTER DELIVERY			BALANCE TO FINANCE		16468.40
PLACE LIEN TO						

THIS AGREEMENT IS NOT BINDING UPON EITHER THE PURCHASER OR THE DEALER UNTIL SIGNED BY AN OFFICER OF THIS COMPANY.

THIS AGREEMENT SHALL NOT BE BINDING UPON THE DEALER, OR THE PURCHASER UNTIL ALL CREDIT TERMS, IF APPLICABLE, ARE APPROVED AND ACCEPTED BY ALL PARTIES - DEALER, PURCHASER AND LENDING INSTITUTION.

IF CREDIT TERMS ARE NOT ACCEPTED, FULL DEPOSIT WILL BE REFUNDED TO PURCHASER.

HAVE READ THE TERMS ON THE BACK AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT

11/23/2012

DATE

DATE

DATE

DATE

This is an agreement between you and the dealer concerning your purchase of a motor vehicle from the dealer on credit. The dealer will assign this agreement to the lender. Some of the terms of this agreement are stated below. Additional terms of this agreement appear on the other side.

Fifth Third Bank
1850 East Paris Avenue • Kentwood, MI 49546

Amount Financed	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	Total of Payments	Total Sale Price
\$ <u>17063.40</u> This is the amount of credit you will be provided.	\$ <u>2537.10</u> This is the dollar amount the credit will cost you.	<u>4.49</u> % This is what the credit will cost as a yearly rate.	\$ <u>19600.50</u> This is the total amount you will pay if you make all payments as scheduled.	\$ <u>19600.50</u> This is the total cost of your credit purchase, including your down payment of \$ <u>0.00</u>

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>75</u>	<u>261.34</u>	MONTHLY BEGINNING: <u>12/23/2012</u>

☒ **Late Charge:** If a scheduled payment is more than 10 days late, you will be charged a late charge equal to 5 % of the amount of that payment or \$15.00, whichever is greater.

Prepayment: You may prepay this credit in full or in part without penalty.

Security: We will have a security interest in the motor vehicle purchased under this agreement.

We will also have the right to set off any funds you may have on deposit with us or other money we may owe you.

Insurance: Credit life, credit disability insurance and debt cancellation contracts are not required. You may request them by initialing next to the type of insurance you want.

Credit life insurance: A term of N/A months will cost \$ N/A ☒ ☒

Credit disability insurance: A term of N/A months will cost \$ N/A ☒ ☒

Debt cancellation contract: A term of months will cost \$ 595.00 ☒ ☒

Property insurance: You may obtain the insurance required by this contract from anyone who is reasonably acceptable to us. If we provide it:

A term of N/A months will cost \$ N/A

More Information: Additional information about nonpayment, default, our right to require repayment in full before the scheduled date, security interests and other terms is on the other side of this contract. An "e" indicates an estimate.

Itemization of Amount Financed

Cash Price (includes sales tax and other taxable charges, if applicable) \$ 14193.40

Down Payment

Cash down payment \$ N/A

Net trade-in: (if negative below enter \$0) \$ N/A

Year N/A Model N/A VIN#

Amount owing \$ - Value \$ = \$

Total Down Payment \$ 0.00

Credit Sale Balance (1-2) \$ 14193.40

Other Charges

	In Cash	Financed
*Premiums to be paid to Insurance companies:	\$ <u>N/A</u>	<u>595.00</u>

Fees to be paid to public officials:

Filing Fees \$ N/A 15.00

Certificate of Title Fees \$ N/A 50.00

License/Registration Fees \$ N/A N/A

Other amounts:

*Paid to TAYLOR FORD, INC

for PREMIUMCARE \$ N/A 2210.00

Paid to P.F.

if payoff amount is greater than trade value \$ N/A N/A

Total Other Charges \$ N/A 2870.00

Amount Financed (3 + 4) \$ 17063.40

*We may be retaining a portion of these amounts.

Buyer's Agreement

Date 11/23/2012

You agree to purchase the motor vehicle described below from the dealer for the price and according to the terms stated in this contract.

Year	Make	Model and Body Style
<u>2010</u>	<u>FORD</u>	<u>FUSION ADR</u>

Serial Number: 3FAHPOHA6AR

Equipment:

☐ Radio ☐ Auto Trans. ☐ Power Steer. ☐ Air Conditioner
☐ Tinted Glass ☐ Manual Trans. ☐ Power Brakes ☐ Power Windows
☐ Other:

Color: WHITE

You promise to pay us the AMOUNT FINANCED and a finance charge on the unpaid principal balance of the amount financed from time to time at an INTEREST RATE of 4.4900 per year. You also agree to pay us all other amounts which may become due under this agreement. If more than one person signs below, you are jointly and severally liable under this agreement.

☐ If we purchase property insurance on the motor vehicle because you fail to provide us proof of insurance, the amount advanced may be added to the unpaid principal balance under the terms described in this agreement.

You agree to all of the terms above and to all of the terms which appear on the other side of this contract.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

Notice to Buyer: Do not sign this contract if blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Signature: [Signature]
Name: RICHARD DANIEL H. COI

IMPORTANT INSURANCE INFORMATION
Under this agreement:
• The Dealer will have a security interest in the motor vehicle you are purchasing.
• You are required to maintain insurance on the motor vehicle to protect the Dealer's interest.
• You authorize the Dealer to obtain the insurance if you fail to give the Dealer evidence that you have purchased a policy protecting the Dealer's interest.
• If the Dealer purchases insurance to protect its interest, the Dealer may bill you for the cost of the policy in a balloon payment due at the end of the transaction, but the Dealer may only do this if you agree when the Dealer adds the cost to your outstanding credit balance.

Security: We will have a security interest in the motor vehicle purchased under this agreement.

We will also have the right to set off any funds you may have on deposit with us or other money we may owe you.

Insurance: Credit life, credit disability insurance and debt cancellation contracts are not required. You may request them by initialing next to the type of insurance you want.

Credit life insurance: A term of N/A months will cost \$ N/A X X
Credit disability insurance: A term of N/A months will cost \$ N/A X X
Debt cancellation contract: A term of 595.00 months will cost \$ 595.00 X X
Property insurance: You may obtain the insurance required by this contract from anyone who is acceptable to us. If we provide it:
A term of N/A months will cost \$ N/A

More Information: Additional information about nonpayment, default, our right to require repayment in full before the scheduled date, security interests and other terms is on the other side of this contract. An "e" indicates an estimate.

Itemization of Amount Financed

Cash Price (includes sales tax and other taxable charges, if applicable) \$ 14193.40

Down Payment

Cash down payment \$ N/A

Net trade-in: (if negative below enter \$0) \$ N/A

Year N/A Model N/A VIN# N/A

Amount owing \$ N/A - Value \$ N/A = \$ N/A

Total Down Payment \$ 0.00

Credit Sale Balance (1-2) \$ 14193.40

Other Charges

In Cash **Financed**
*Premiums to be paid to insurance companies: \$ N/A 595.00

Fees to be paid to public officials:

Filing Fees \$ N/A 15.00

Certificate of Title Fees \$ N/A 50.00

License/Registration Fees \$ N/A N/A

Other amounts:

*Paid to TAYLOR FORD, INC
for PREMIUMCARE \$ N/A 2210.00

Paid to N/A

if payoff amount is greater than trade value \$ N/A N/A

Total Other Charges \$ N/A 2870.00

Amount Financed (3 + 4) \$ 17063.40

*We may be retaining a portion of these amounts.

Buyer's Agreement

Date 11/23/2012

You agree to purchase the motor vehicle described below from the dealer for the price and according to the terms stated in this contract.

Year	Make	Model and Body Style
2010	FORD	FUSION 4DR

Serial Number: 3FAHP0H66A

Equipment:

☐ Radio ☐ Auto Trans. ☐ Power Steer. ☐ Air Conditioner
☐ Tinted Glass ☐ Manual Trans. ☐ Power Brakes ☐ Power Windows
☐ Other: _____

Color: WHITE

You promise to pay us the AMOUNT FINANCED and a finance charge on the unpaid principal balance of the amount financed from time to time at an INTEREST RATE of 4.4900 per year. You also agree to pay us all other amounts which may become due under this agreement. If more than one person signs below, you are jointly and severally liable under this agreement.

☐ If we purchase property insurance on the motor vehicle because you fail to provide us proof of insurance, the amount advanced may be added to the unpaid principal balance under the terms described in this agreement.

You agree to all of the terms above and to all of the terms which appear on the other side of this contract.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

IMPORTANT INSURANCE INFORMATION

Under this agreement:

- The Dealer will have a security interest in the motor vehicle you are purchasing.
- You are required to maintain insurance on the motor vehicle to protect the Dealer's interest.
- You authorize the Dealer to obtain the insurance if you fail to give the Dealer evidence that you have purchased a policy protecting the Dealer's interest.
- If the Dealer purchases insurance to protect its interest, the Dealer may bill you for the cost of the policy in a balloon payment due at the end of the transaction, but the Dealer may only do this if you agree when the Dealer adds the cost to your outstanding credit balance.

Notice to buyer: The Annual Percentage Rate may be negotiated with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the Finance Charge.

Dealer's Acceptance - The dealer accepts this agreement. The dealer assigns this agreement to the lender and agrees to the terms of assignment on the back of this agreement.

Dealer's Signature: _____

Dealer's Name: TAYLOR FORD, INC

Dealer's Address: 10725 S. TELEGRAPH
TAYLOR, MI 48180

Notice of Assignment:

The dealer has assigned this agreement to the lender. You must make all future payments to the lender. The dealer is making the disclosures on this agreement.

Notice to Buyer: Do not sign this contract if blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Signature: X

Name: _____

Address: _____

Signature: X

Name: _____

Address: _____

(if not same) _____

You acknowledge that you have received a copy of this agreement with all blanks filled and that you have read it and understand it.

Signature: X

Signature: X

CUSTOMER #: [REDACTED]

NEW BOSTON, MI [REDACTED]

WORKORDER
REPRINT
PAGE 1



GORNO FORD, Inc.
22025 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200
www.gornoford.com



HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 4548 KASIC, DAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	10	FORD FUSION	3FAHP0HA6A[REDACTED]		77077/	T5977
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
24JUL09 DD			16:00 18OCT13			CASH
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5_Liter			

18OCT2013 11:54

LINE	OP CODE	FRH	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	0001	0.00		CP	CUST HAS PREMCARE WARRANTY WITH \$100.00 DEDUCT CC:

# B	H22	1.00		CP	CUST STATES THAT VEH HAS NO POWER STEERING/SERVICE ADVANCE TEAC MESSAGE/LIGHT ON CC:
-----	-----	------	--	----	---

EST: TOTAL 94.00

# C	99P	0.00		CP	PERFORM ATW VEHICLE INSPECTION CC:
-----	-----	------	--	----	-------------------------------------

Preliminary Estimate : \$94.00

PREWORKORDER

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

TERMS: STRICTLY CASH (PERSONAL CHECK, MASTERCARD, VISA, DISCOVER, AMERICAN EXPRESS)
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 understand that pursuant to said express garagekeeper's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or employee have voluntarily released the vehicle to me, at the discretion of GORNO FORD, Inc., a storage charge of \$15.00 per day will be levied for vehicles left 48 hours after completion of repairs.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

P & A CODE
02967

SALES NO. [REDACTED]

CUSTOMER #: [REDACTED]

INVOICE

GORNO FORD, Inc.

22026 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 678-2200
www.gornoford.com



PAGE 1

NEW BOSTON, MI

HOME

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6AR [REDACTED]		78689/78689	T7282	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD			16:00 25NOV13			CASH	26NOV13
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				

09:53 25NOV13 10:52 26NOV13

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

A CUST HAS PREMCARE WARRANTY WITH \$100.00 DEDUCT

M CUSTOMER PAY

9999	CP					0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B CUST STATES THAT POWER STEERING WENT OUT AGAIN/SERVICE ADVANCE TRAC ON AGAIN

CAUSE:

12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST

L

3610 GROH, RICK LIC# [REDACTED]

CP

0.00 0.00

14200A WIRING ASSEMBLY - REPAIR L

3610 GROH, RICK LIC# [REDACTED]

CP

0.00 0.00

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

EXTRA TIME TO REPEAT FINAL QUICK TEST

3610 GROH, RICK LIC# [REDACTED]

CP

0.00 0.00

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

78689

PERFORMED DIAG CODE P07AE AND C1277 PERFORMED SSM 21000 TESTED FUSE 42 IN SJB TESTED GOOD INSPECTED CONNECTOR C1010 TRACED CIRCUITS CBP42 REMOVED WATER FROM HARNESS ISOLATED CIRCUIT AND REROUTED CLEARED CODES ROAD TESTED VERIFIED REPAIRS 3610

C PERFORM ATW VEHICLE INSPECTION

99P PERFORM ATW VEHICLE INSPECTION

3610 GROH, RICK LIC# [REDACTED]

CP

0.00 0.00

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

D** SQUEAK NOISE IN ENGINE COLD-WILL GO AWAY AFTER ENGINE WARMS

P & A CODE

02967

STATE REG. NO.

F-100631

SALES TAX LICENSE NO. A-38-1304520

DATE/TIME:

CERTIFICATION

ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

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.

CUSTOMER COPY

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

CUSTOMER SIGNATURE

X

CUSTOMER #: [REDACTED]

INVOICE

GORNO FORD, Inc.

22025 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200
www.gornoford.com



NEW BOSTON, MI [REDACTED]

PAGE 2

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6AR		78689/78689	T7282	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PD NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD			16:00 25NOV13			CASH	26NOV13
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				

09:53 25NOV13 10:52 26NOV13

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

M CUSTOMER PAY

3610 GROH, RICK LIC#: [REDACTED]

CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

78689

UNABLE TO VERIFY CONCERN

3610

EST: 49.00

25NOV13 09:54 SA: 4548



P & A CODE

02967

STATE REG. NO.

F-100631

SALES TAX LICENSE NO. A-39-1304520

DATE/TIME:

CERTIFICATION

ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

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X
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CUSTOMER COPY

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 SIGNATURE

X

CUSTOMER #: [REDACTED]

INVOICE

GORNO FORD, Inc.

22025 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200
www.gornoford.com

NEW BOSTON, MI

PAGE 1

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	10	FORD FUSION	3FAHPOHA6AR [REDACTED]		78816/78816	T7366	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD			17:00 10DEC13			CASH	10DEC13
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				
11:23 02DEC13		14:39 10DEC13					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A NO POWER STEERING, ADVANCE TRAC AND SERVICE POWER STEERING MESSAGES

CAUSE: .

04320B INSTRUMENT PANEL - ACCESS (4320) - L

3610 GROH,RICK LIC#: [REDACTED]

WES40

(N/C)

1 AESZ*3F720*D WIRING ASY

(N/C)

1 AESZ*14290*EC WIRING ASY

(N/C)

MT MT 14290, 3F720

3610 GROH,RICK LIC#: [REDACTED]

WES40

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

003610

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
78816

VERIFIED CONCERN PERFORMED DIAG CODE ~~POTAE CODE C127~~ PERFORMED SSM
21000 NO PROBLEMS FOUND CONTACTED HOT LINE ADVISED TO PINPOINT TEST F
COMPLETED PINPOINT TEST R&R HARNESS 14290 AND HARNESS 3F720 REMOVE ALL
COMPONENT TO ACCESS HARNESS ACCESS DASH TO INSTALL HARNESS ROAD TESTED
APPOX 100 MILES NO PROBLEM WITH STEERING VERIFIED REPAIRS
3610

B PERFORM ATW VEHICLE INSPECTION

99P PERFORM ATW VEHICLE INSPECTION

3610 GROH,RICK LIC#: [REDACTED]

CP

0.00

0.00

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

P & A CODE 02967 STATE REG. NO. F-100631 SALES TAX LICENSE NO. A-38-1304520	CERTIFICATION ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300) ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED X	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
CUSTOMER AUTHORIZATION TO CALL OR TEXT I/We agree to receive calls (including Auto-dialed and/or pre-recorded calls) and/or text messages placed by or on behalf of Gorno Ford at the number(s) listed below for any purpose, even if my/our name(s) and number(s) are on the National Do-Not Call Registry. Customer Signature: _____ Phone Number: _____	"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." CUSTOMER COPY	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 SIGNATURE			
X _____			

PE14-030 001255LC

CUSTOMER #:

INVOICE

GORNO FORD, Inc.

 22025 Allen Road
 WOODHAVEN, MICHIGAN 48183
 (734) 878-2200
 www.gornoford.com


PAGE 1

NEW BOSTON, MI

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6AR		78923/78923	T7569	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
24JUL09 DE			16:00 12DEC13			CASH	17DEC13
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				

17:34 11DEC13 10:59 17DEC13

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUST HAS PREMCARE WARRANTY WITH \$100.00 DEDUCT

999 MISC-NOTES

 9999 CP 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B NO POWER STEERING-SEE HISTORY

CAUSE:

 3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL
 OR REPLACE (3504/3A500) - L

3610 GROH, RICK LIC#:

W40

(N/C)

1 AE5Z*3504*CE GEAR ASY - STEERING

(N/C)

 3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS
 (3504/3A500) - L

3610 GROH, RICK LIC#:

W40

(N/C)

3504E45 STEERING GEAR ASSEMBLY - EPAS

DIAGNOSTIC PINPOINT TEST (3504/3A500) - L

3610 GROH, RICK LIC#:

W40

(N/C)

3504E8 STEERING GEAR PROGRAMMABLE MODULE

INSTALLATION (PMI) - PROGRAM TEST - L

3610 GROH, RICK LIC#:

W40

(N/C)

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

3610 GROH, RICK LIC#:

W40

(N/C)

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

3610 GROH, RICK LIC#:

W40

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

003610

P & A CODE

02967

STATE REG. NO.

F-100631

SALES TAX LICENSE NO. A-28-1304620

CERTIFICATION

ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.

(P.A. 300)

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

X

 CUSTOMER AUTHORIZATION TO CALL OR TEXT
 I/we agree to receive calls (including Auto-dialed and/or pre-recorded calls) and/or text messages placed by or on behalf of Gorno Ford at the number(s) listed below for any purpose, even if my/our name(s) and number(s) are on the National Do-Not Call Registry.

Customer Signature: _____

Phone Number: _____

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CUSTOMER COPY

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

CUSTOMER SIGNATURE

X

CUSTOMER #:

INVOICE

GORNO FORD, Inc.

22026 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200
www.gornoford.com



NEW BOSTON, MI

PAGE 2

HOME: - CONT:

BUS: CELL:

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6AR		78923/78923	T7569	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD			16:00 12DEC13			CASH	17DEC13
R.O. OPENED		READY		OPTIONS: DLR:48D022 ENG:2.5 Liter			

17:34 11DEC13 10:59 17DEC13

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

78923

PERFORMED ELECTRONIC POWER STEERING DIAG CODE P07AE PERFORMED
PINPOINT TEST F TIRE PRESSURE AT PROPER SPEC NO CORROSION INSTERRING
GEAR NO BINDING IN STEERING GEAR R&R STEERING GEAR PERFORMED 4 WHEEL
ALIGNMENT ADJUSTED TOE ROAD TESTED VERIFIED REPAIRS
3610

C PERFORM ATW VEHICLE INSPECTION

99P PERFORM ATW VEHICLE INSPECTION

3610 GROH, RICK LICH: M168417

CP

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



Customer

P & A CODE 02967 STATE REG. NO. F-100631 SALES TAX LICENSE NO. A-38-1304620	CERTIFICATION ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300) ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED X		<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr> <td>LABOR AMOUNT</td> <td>0.00</td> </tr> <tr> <td>PARTS AMOUNT</td> <td>0.00</td> </tr> <tr> <td>GAS, OIL, LUBE</td> <td>0.00</td> </tr> <tr> <td>SUBLET AMOUNT</td> <td>0.00</td> </tr> <tr> <td>MISC. CHARGES</td> <td>0.00</td> </tr> <tr> <td>TOTAL CHARGES</td> <td>0.00</td> </tr> <tr> <td>LESS INSURANCE</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>0.00</td> </tr> <tr> <td>PLEASE PAY THIS AMOUNT</td> <td>0.00</td> </tr> </tbody> </table>	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
	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 AUTHORIZATION TO CALL OR TEXT I/We agree to receive calls (including Auto-dialed and/or pre-recorded calls) and/or text messages placed by or on behalf of Gorno Ford at the number(s) listed below for any purpose, even if my/our name(s) and number(s) are on the National Do-Not-Call Registry. Customer Signature: _____ Phone Number: _____	"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." CUSTOMER COPY		CUSTOMER SIGNATURE X _____																				

CUSTOMER #: [REDACTED]

514149

ACCOUNTING

GORNO FORD, Inc.

22025 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200

www.gornoford.com

NEW BOSTON, MI

PAGE 1

HOME

CONT:

** PRE-INVOICE **

BUS:

CELL:

SERVICE ADVISOR: 4548 DAN KASIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6A[REDACTED]		79114/79114	T7895	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DE			17:00 27DEC13			CASH	16JAN14
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				

11:04 27DEC13 11:58 16JAN14

LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL

A CUSTOMER CLAIMS WAS IN ACCIDENT DUE TO POWER STEERING GOING OUT,
ADVANCE TRACK MESSAGE IS ON NOW, POWER STEERING IS WORKING NOW

CONCERN CODE:

M CUSTOMER PAY

9999 CP 0.00 0.00 0 0 0.00 0.00

79114 NO WORK PERFORMED

B PERFORM ATW VEHICLE INSPECTION

CONCERN CODE:

99P PERFORM ATW VEHICLE INSPECTION

9999 CP 0.00 0.00 0 0 0.00 0.00

*** NO RO PUNCH TIMES ON FILE ***

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57000	0	0		10100	0	*****	

*Car picked up on 1/16/14 at 12:00pm**Advance track limit is not on at this time**[Signature]*

COST, SALE, & COMP TOTALS

0 0 0

P & A CODE
02967STATE REG. NO.
F-100631

SALES TAX LICENSE NO. A-38-1304520

CERTIFICATION

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COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.
(P.A. 300)

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

X

CUSTOMER AUTHORIZATION TO CALL OR TEXT
I/We agree to receive calls (including Auto-dialed and/or
pre-recorded calls) and/or text messages placed by or on behalf
of Gorno Ford at the number(s) listed below for any purpose,
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Customer Signature: _____

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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."

SERVICE FILE COPY

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 SIGNATURE

X _____

CUSTOMER #:

NEW BOSTON, MI

HOME:

BUS:

CONT:

CELL:

WORKORDER
REPRINT
PAGE 1

GORNO FORD, Inc.

22025 Allen Road
WOODHAVEN, MICHIGAN 48183
(734) 676-2200
www.gornoford.com

SERVICE ADVISOR: 4548 KASIC, DAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE	10	FORD FUSION	3FAHP0HA6A[REDACTED]		79114/	T7895	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD			17:00 27DEC13			CASH	
R.O. OPENED		READY	OPTIONS: DLR:48D022 ENG:2.5 Liter				

27DEC2013 11:04

LINE	OP CODE	FRH	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	A99	0.00		CP	CUSTOMER CLAIMS WAS IN ACCIDENT DUE TO POWER STEERING GOING OUT, ADVANE TRACK MESSAGE IS ON NOW, POWER STEERING IS WORKING NOW CC:

B 99P

0.00

CP

PERFORM ATW VEHICLE INSPECTION | CC:

PREWORKORDER



CUSTOMER AUTHORIZATION TO CALL OR TEXT

I/We agree to receive calls (including Auto-dialed and/or pre-recorded calls) and/or text messages placed by or on behalf of Gorno Ford at the number(s) listed below for any purpose, even if my/our name(s) and number(s) are on the National Do-Not Call Registry.

Customer Signature: _____

Phone Number: _____

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

TERMS: STRICTLY CASH (PERSONAL CHECK, MASTERCARD, VISA, DISCOVER, AMERICAN EXPRESS). 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 understand that pursuant to said express garagekeeper's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or employee have voluntarily released the vehicle to me, at the discretion of GORNO FORD, Inc., a storage charge of \$15.00 per day will be assessed for vehicles left 48 hours after completion of repairs.

X

PRELIMINARY ESTIMATE \$ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

P & A CODE 02967 STATE REG. NO. F-100631

CUSTOMER COPY

PE14-030 001259LC

Detailed Vehicle Specification

VIN	3FAHP0HA6AR		
Vehicle Line	C/DE	Market Derived Code	F
Body Cab	C/FA	Ver. Series	C/QC
Drive Type	C/A		
PLT CD	A3	TRS CD	C/W6 ENG CD C/SB
Production Date	20-APR-09	Warranty Start Date	24-JUL-09
Selling Dealer	148044	Selling Country	USA

AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	Prefix	Base	Suffix	Doc
Details	93366 1	5	.2	TAYLOR FORD	7400	07-DEC-09	*	17528	*	124612D
	Customer Comments	W05 CUSTOMER STATES WINDSHIELD WIPER ON RT SIDE STREAKS								
	Tech Comments	7400 REPLACED RT SIDE WIPER BLADE								
Details	1104755 E84	14	.2	TAYLOR FORD	22295	13-SEP-10	*	7004320	*	137365B
	Customer Comments	B 53. COMPARTMENT ON TOP OF DASH SQUEEKS WHEN OPENING								
	Tech Comments	22295 CC:69 VERIFIED CONCERN. REMOVED DASHBOARD TOP STORAGE BIN. LUBRICATED HINGES. REINSTALLED BIN. RETEST. NOISE IS GONE.								
Details	1104756 10B15	14	.6	TAYLOR FORD	22295	13-SEP-10	*	*	*	137365G
	Customer Comments	RECALL 10B15, PCM REPROGRAM								
	Tech Comments	22295 10B15 PROGRAM 060 REPROGRAMMED THE POWERTRAIN CONTROL MODULE. OVER 7000 MILES LOAD TESTED THE AUTOMATIC TRANSMISSION AND MONITOR PID DATA PASSED.								
Details	2067834 E83	21	2.7	JACK DEMME FORD, INC.	29960	23-MAR-11	*	19B680	*	455002A
	Customer Comments	THE VEHICLE HAS A DASH RATTLE DRIVERS SIDE ABOVE STEERING WHEEL OVER BUMPS SEE H.G.								
	Tech Comments	ROAD TEST W CUSTOMER,NESS TO REMOVE CONSOLE,RADIO,HEATER CONTROLS CLUSTER. GLOVE BOX PINPOINT NOISE TO DEFROSTER DUCT TAP SEAL MISSING BOTH SIDES PULL BACK DASH TO REINSULATE DUCTING ROAD TEST NO DASH RATTLE								
Details	4388182 11S23	31	.4	JACK DEMME FORD, INC.	41175	27-JAN-12	*	*	*	020142A
	Customer Comments	11S23 INSPECT STUDS IN ALL WHEELS AND INSTALL 20 REDESIGNED LUG NUTS								
	Tech Comments	CHANGED OUT LUGS AND INSPECTED ROTORS								
Details	6511973 E95	40	5.5	TAYLOR FORD	49261	25-OCT-12	*	7005	*	185207A
	Customer Comments	L65 CUST STATES THAT THE VEH IS LEAKING OIL								
	Tech Comments	VERIFY CONCERN CHECK TRANS FLUID LEVEL AND FOUND FLUID LOW. FOUND LOTS OF TRANSMISSION FLUID ON THE TRANSMISSION, CLEANED THE TRANSMISSION CLEAN AND INSTALLED TRANS FLUID DYE, TEST DROVE VEHICLE AND PERFORMED TRANS FLUID LEAK DIAG AND FOUND THAT THE FLUID IS LEAKING FROM THE TRANSMISSION CASE WHERE ITS SILICONED TOGETHER. REMOVED TRANSMISSION DOWN AND MOUNTED TRANSMISSION ON								
Details	7300501 0968D	45	.4	TAYLOR FORD	59614	27-MAR-13	AE5Z	18801	A	195398A
	Customer Comments	D-03, CK AT TIMES WHEN TRY TO START CRANKS BUT WILL NOT START, 98 DOLLAR 1 HR CK OUT, HAS PREMIUM CARE								

11/29/2013

PE14-030 001260LC

AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	Prefix	Base	Suffix	Doc
Tech Comments		PERFORM TSB 9-19-1 REPLACE GROUND STRAP WITH RADIO CAPACITOR OPERATION #091901A .4 HR.								
Details	7864461 0968D	50	.7	TAYLOR FORD	72540	05-AUG-13	*	RECAL	*	204254A
Customer Comments		P66, CUSTOMER STATES THAT THE VEHICLE BUCKS VERY ROUGH WHEN SHIFTING INTO THIRD GEAR, PLEASE CHECK AND ADVISE.								
Tech Comments		VERIFY CONCERN RUN IDS NO CODES FOUNDED,CHECK OASIS,REPAIR PER TSB 11-12-08 REPROGRAM PCM PER TSB WITH IDS 85.01 VER. OPR111208 TIME .7								
Details	8108033 0968D	52	3.1	GORNO BROS INC	77077	18-OCT-13	AE5Z	3504	CE	510214B
Customer Comments		CUST STATES THAT VEH HAS NO POWER STEER ING/SERVICE ADVANCE TEAC MESSAGE/LIGHT ON								
Tech Comments		PERFORMED ELECTRONIC POWER STEERING DIAG CODE P007AE PERFORMED PINPOINT TEST F R&R STEERING GEAR PERFORMED 4 WHEEL ALIGNMENT RESET CASTER CHAMBER AND TOE ROAD TESTED VERIFIED REPAIRS 3610								
Details	8161688 TAP1	52	0	GORNO BROS INC	77077	18-OCT-13	*	TAP1	*	510214Z
Customer Comments										
Tech Comments										

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

CONSUMER
LEGAL
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ATTORNEYS AND COUNSELORS

www.LemonAuto.com

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

December 31, 2013

Taylor Ford, Inc.
c/o The Corporation Company
30600 Telegraph Road, Ste. 2345
Bingham Farms, MI 48025

Ford Motor Company
c/o The Corporation Company
30600 Telegraph Rd.
Bingham Farms, MI 48025

RE: 2010 Ford Fusion
VIN: 3FAHP0HA6AR [REDACTED]

To Whom it May Concern:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Taylor Ford, Inc. on or about November 23, 2012. [REDACTED], pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2010 Ford Fusion, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Taylor Ford, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

EXHIBIT C

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508

4680 WEST HOUGHTON LAKE DR.
HOUGHTON LAKE, MI 48629

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439

PE14-030 001262LC

Taylor Ford, Inc.
Ford Motor Company
December 31, 2013
Page Two

Since the date [REDACTED] took delivery, the 2010 Ford Fusion has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

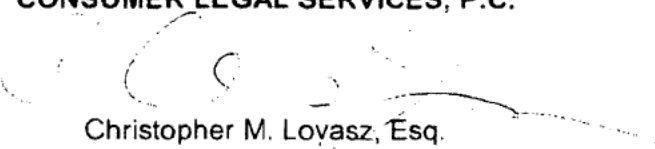
If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for Mr. [REDACTED] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.


Christopher M. Loyasz, Esq.

CML/klw

cc: [REDACTED]

Case Print Report

Case Number [REDACTED]

Case Opened Date 11/29/2013 5:49 PM

Case Closed Date 11/29/2013

Case Status Resolved

Case Last Modified 11/29/2013 5:50 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Request Repair Only

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

NEW BOSTON

MI

[REDACTED]

Email [REDACTED]

Dealer Gorno Bros Inc

VIN 3FAHP0HA6AR [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 Inoperative

Case Print Report

Case Number [REDACTED]

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

Simrall Vaden

11/29/2013 5:50 PM

LTV: USED

CUST:

-CUST SEEKING REPAIR
-OCT 18TH DLR REPLACED STEERING GEAR
-ADVANCED TRACK AND STEERING LT CAME ON
-HAD SAME CONCERN AGAIN SO TOOK VEH BACK TO DLR
-DLR REPLACED HARNESS
-POWER STEERING WENT OUT AGAIN

CRC:

-ADV TO TAKE VEH BACK TO GORNO FORD ON MONDAY, DEC 2
-ADV COULD TAKE TO TAYLOR FORD ALSO AS PER SM JOE ACHENZA

SYMPTOMS:

-POWER STEERING PUMP
-PD DED
-2ND TIME

DEALER:

-GORNO BROS INC
WOODHAVEN, MI 48183

-Taylor Ford
10725 S. Telegraph Road
Taylor, MI 48180
(313) 291-0300, 4
-SM JOE ACHENZA

Kimberly Resler

12/11/2013 6:36 PM

*****CUST SAYS*****

-HAVING ISSUES WITH VEH, STILL HAVING THE POWER STEERING ISSUES
-DLRSHP HAS BEEN WORKING WITH A FORD ENGINEER
-DLRSHP PUT 60 MILES TEST DRIVING THE VEH

*****CRC Advised*****

-TO CONTINUE WORKING WITH THE DLRSHP SINCE THEY ARE TRYING TO REPAIR THE
ISSUE

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Simrall Vaden	11/29/2013 5:50 PM	fmc_closecase	Close Case
Simrall Vaden	11/29/2013 5:50 PM	incidentresolution	Case Resolution
Kimberly Resler	12/11/2013 6:29 PM	phonecall	CALL From - 7343633229

Case Print Report

Case Number [REDACTED]

Case Opened Date 12/4/2013 2:58 AM

Case Closed Date 12/4/2013

Case Status Resolved

Case Last Modified 12/4/2013 2:58 AM

Responsible Team

Case Classification Vehicle Concern > Roadside Assistance > ESP Covered
Dispatch

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

NEW BOSTON

MI

[REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA6AR [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 Last Modified
ford prdload1 Dispatch Complete	12/4/2013 2:58 AM

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
ford prdload1	12/4/2013 2:58 AM	fmc_closecase	Roadside Assistance-Tow-Wheel Lift
ford prdload1	12/4/2013 2:58 AM	incidentresolution	Case Resolution

Case Print Report

Case Number [REDACTED]

Case Opened Date 6/9/2011 12:16 AM

Case Closed Date 6/9/2011

Case Status Resolved

Case Last Modified 7/27/2012 5:06 PM

Responsible Team Historical Team

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

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

WESTLAND

MI

[REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA6AR [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number [REDACTED]

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW- WHEEL LIFT DISPATCH COMPLETE	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	6/9/2011 12:16:00 AM

Case Print Report

Case Number [REDACTED]

Case Opened Date 9/23/2010 7:51 PM

Case Closed Date 9/23/2010

Case Status Resolved

Case Last Modified 7/24/2012 7:38 AM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > WARRANTY > WARRANTY -
REPAIR MUST BE PERFORMED AT F/LM

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

WESTLAND MI [REDACTED]

Email [REDACTED]

Dealer Taylor Ford

VIN 3FAHP0HA6AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Fit/Finish/Body

Level 2 Noise

Level 3 OTHER

Level 4 OTHER

Case Print Report

Case Number [REDACTED]

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
--------------------------------	--------------------	--------------------	-------------------------

PROVIDE
INFORMATION
ACCORDING TO
PHRASEOLOGY

US CONCERN CASE
BASE

Sharlene Yoma

9/23/2010 7:51:00 PM

CUSTOMER SAID: THREAD ID: 1-5DR4CJ-HAS A NOISE CONCERN ON HIS NEW VEH THAT IS VERY ANNOYING-HAVE TRIED EVERY AVENUE TO RESOLVE THIS ISSUE-WAS NOT PLEASED WITH THE DLRSHIP'S SERVICE NOR THE CALLS HE RECEIVED-ASKING FOR ASST TO HAVE THEIR VEH FIXEDDEALER SAID: CUST IDENTIFIED DLR AS:TAYLOR FORD10725 S. TELEGRAPH ROADTAYLOR MI 48180(313) 291-0300CRC 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.OBC TO DLR:-SPOKE WITH S/M DANIEL-CUST WENT LAST SEPT 13 REGARDING THE RATTLE NOISE -THERE WAS A CONTAINER LEFT AND AFTER THEY HAD REMOVED IT, THE NOISE WAS GONE-NEED TO BRING BACK HIS VEH TO VERIFY THE NOISE

Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
fordprd load	8/3/2012 4:07 PM	email	Vehicle Service Issues
fordprd load	8/30/2012 5:26 PM	email	Ford Motor Company

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

CONSUMER
LEGAL
SERVICES, P.C.

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

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

December 31, 2013

Taylor Ford, Inc.
c/o The Corporation Company
30600 Telegraph Road, Ste. 2345
Bingham Farms, MI 48025

Ford Motor Company
c/o The Corporation Company
30600 Telegraph Rd.
Bingham Farms, MI 48025

RE: 2010 Ford Fusion
VIN: 3FAHP0HA6AR [REDACTED]

To Whom it May Concern:

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Taylor Ford, Inc.
Ford Motor Company
December 31, 2013
Page Two

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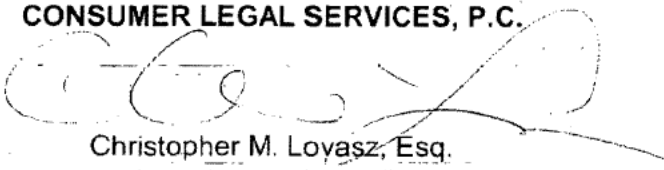
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Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Christopher M. Loyasz, Esq.

CML/klw

cc: [REDACTED]