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



	State Farm					
Facsimile Cover Sheet Carátula de facsímil	Confidencial Empresarial Provi Su Co Home	Farm <sup>®</sup> ding Insurance and Financial Services ompañía de Seguros y Servicios Financieros e Office, Bloomington, Illinois 61710 na Centrale, Bloomington, Illinois				
Michelle Hull - FMC		October 13, 2014				
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David Donahue						
nom / De						
White/Address/Location / Officina/Dirección/Luga	r					
felaphone number / Número de leláfono	Fex number / Número de /ex					

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

1004519

119545 02-27-2012 190-6580 a 7

From: State Farm

Providing Insurance and Financial Services Home Office, Bioomington, 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 Claima

DCT 1 4 2014

FORD MOTOR COMPANY RECEIVED CLAIMS UNIT

OCT 1 4 2014

OFFICE OF THE.

GENERAL COUNSEL

RE: Claim Number: Date of Loss: City/State of Loss: Insured: Vehicle: VIN: Mileage:

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.

08/09/2014

Tucson AZ

2010 Ford FUSION

3FAHP0HG7AR

non-readable

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<sup>®</sup> 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

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

wid. 3/28/12

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February 15, 2012

Transmitted via Overnight Mail

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

RE:

#### BOB ROHRMAN'S SCHAUMBURG FORD, FORD MOTOR COMPANY

Ms. Banciu,

v.

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,

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Frank J. Savaiano Attorney at Law

cc: Mark Battista

2120 - Server' 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	(2/28/11) CCG N001
	THE CIRCUIT COURT OF COOK ( TY DEPARTMENT, <u>LAW</u>	COUNTY, ILLINOIS DIVISION
	I	No ROHR-BERG MOTORS, INC. d/b/a
V,	(Name all parties)	BOB ROHRMAN'S SCHAUMBURG FORD 815 E. GOLD ROAD, SCHAUMBURG, IL. 60173
ROHR-BERG MOTORS, INC., d/b/a BOB	SUMMONS OALIAS	

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:

O Richard J. Daley Center, 50 W. Washington, Room 801 , Chicago, Illinois 60602 District 2 - Skokie **O** District 3 - Rolling Meadows O District 4 - Maywood  $\mathbf{O}$ 5600 Old Orchard Rd. 2121 Euclid 1500 Maybrook Ave. Skokie, IL 60077 **Rolling Meadows, IL 60008** Maywood, IL 60153 O Child Support O District 5 - Bridgeview O District 6 - Markham 10220 S. 76th Ave. 16501 S. Kedzie Pkwy. 28 North Clark St., Room 200 Bridgeview, IL 60455 Markham, IL 60428 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	WITNESS,
Name: NORMAN H. LEHRER	
Atty. for: PLAINTIFF	
Address: 429 WEST WESLEY	Clerk of Court
City/State/Zip: WHEATON, ILLINOSI 60187	- Date of service:
Telephone: 630-462-0700	(To be inserted by officer on copy left with defendant
Service by Facsimile Transmission will be accepted at:	or other person)
	(Area Code) (Facsimile Telephone Number)

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

		)
Plaintiff		)
VS		ر (
		)
Rohr-Berg Motors, Inc. d		)
Schaumburg Ford, Ford N	Motor Company, and Ford	)
Motor Credit Company, I	LLC	)
		)
Defendente		

Defendants

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# NO. JURY TRIAL DEMANDED

#### **COMPLAINT**

Now comes the Plaintiff herein, **Example 1**, by his attorneys NORMAN H. LEHRER, P.C. and states as follows by way of Complaint against Defendants:

#### <u>COUNT I</u>

#### 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

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(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.

Plaintiff, Annual Plaintiff, Annual

3FAHP0HA8AR 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.

 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.

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

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

October 18, 2011

Transmitted Via Overnight Mail

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

RE:

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

Ms. Banciu,

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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,

1 1.

Frank J. Savalario 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;

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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.

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:

 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 Rohr-Berg 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

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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.

#### <u>COUNT IV</u> <u>COMMON LAW FRAUD AGAINST DEFENDANT DEALER</u>

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.

#### <u>COUNT V</u>

#### 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 , 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.

 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

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225126 / ACCOUNT		ILLINOIS SIM	IPLE INTERE	ST VEHICLE RET	AIL INSTALL	MENT CONTRA DATE	O9/19/2009	
ACCOUNT NO 1-800-727-7000 Ford Credit Credit Www.fordcredit.com			a Ji.	СООК	BOB 815 SCHA 6017	CREDITOR (Seller Name and Address) BOB ROHRMAN'S SCHAUMBURG FORD 815 E. GOLF SCHAUMBURG, IL 60173		
as "Cash I	Price." The	credit price is sh ements on the fr Year and Make 2010	own below as	"Total Sale Price." of this contract.	By signing th	is contract, you	Use For Which Purchased	
1. Cash 2. Down Third	Price Payment Party Rebat	e Assigned to Cr	F AMOUNT F	3161.63 \$ Gross Allowance Am NANCED \$_242	286.44 (1) N/A	YOU ARE RE VEHICLE. YO INSURANCE YOUR CHOIC LIABILITY FOR BODILY	Commercial COMMERCIANCE EQUIRED TO INSURE THE DU MAY OBTAIN VEHICLE FROM A PERSON OF CE. INSURANCE COVERAGE INJURY AND PROPERTY USED TO OTHERS IS NOT	
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PE14-030 000655LC

Prepayment: If you bay 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.	You want the optional insurance for which premiums are included above.
<b>COMMERCIAL USE CONTRACT LATE PAYMENT:</b> 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.	Co-Buyer Signs
Your last installment payment under this 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 Para- graph B, you must pay the Creditor \$0N/Aper mile for each mile in excess of N/A miles shown on the odometer.	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.
Any change in this contract must be in writing and signed by you and the Creditor. Buyer X. Signs Co-Buyer X Signs	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
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.	incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Arnount Financed under section 4.
ETCH         \$99.00         Term           N/A         \$N/A         Term         N/A           N/A         \$N/A         Term         N/A           Buyer Signs X	BuyerN/A Signs DOCUMENTARY FEE. A DOCUMENTARY
YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS	FEE IS NOT AN OFFICIAL FEE. A DOCU

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CONTRACT. ٠.

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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

MENTARY FEE IS NOT REQUIRED Вγ LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS

	AND PERFORMING SERVICES RELATED
NOTICE TO BUYER	TO CLOSING OF A SALE.
<ol> <li>Do not sign this contract before you read it or if it contains any blank spaces.</li> </ol>	THE BASE DOCUMENTARY FEE BEGIN-
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	NING JANUARY 1, 2008, WAS \$150. THE
full amount due and to obtain under certain conditions a partial refund	MAXIMUM AMOUNT THAT MAY BE
of the finance charge.	CHARGED FOR A DOCUMENTARY FEE
Buyer (and Co-Buyer) acknowledge that (i) <u>before signing this contract</u> , Buyer (and Co-Buyer) received and reviewed a true and completely filled in	IS THE BASE DOCUMENTARY FEE OF
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.	\$150 WHICH SHALL BE SUBJECT TO AN
RETAIL INSTALLMENT CONTRACT	ANNUAL RATE ADJUSTMENT EQUAL TO
	THE PERCENTAGE OF CHANGE IN THE
Buyer X	BUREAU OF LABOR STATISTICS CONSU-
Signs	MER PRICE INDEX. THIS NOTICE IS
Co-Buyer X	REQUIRED BY LAW.
Signs	ACCORDING TO THE OFFICE OF THE
SellerBOB_ROHRMAN'S_SEHAUMBURG_FORD	ILLINOIS ATTORNEY GENERAL, CONSU-
	MER FRAUD BUREAU, THE MAXIMUM
By X Title 7	ALLOWABLE DOCUMENT FEE FOR THE
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.	2009 CALENDAR YEAR IS \$
ETREBRICA DARGINAL ASSIGNMENTS	and an and in a second state of the second sta
Seller may transfer this contract to another person. That person will then have all Seller's right Seller assigns this contract to <u>Ford Motor Credit Company</u> To contact Assignee about this contract, call <u>1-800-727-7000</u> <u>www.fordcredit.com</u>	
Seller BOB ROHRMAN'S SCHAUMBURG By X	Title
FC 17612-SI (JAN 08) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEM	ENTS

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

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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.

 $\underline{First},$  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's lien, transferring ownership to the Creditor or a person selected by the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor and inform the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment.

**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, nusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, nusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or bumed out lights; all electronic malfunctions; all interior rips, stains, burns or worm 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

 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 pairt 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 saie, 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.

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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: Guia para compradors 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 repairs made  $\ensuremath{\textit{et your}}$  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
  - You gave false or misleading information on your credit application relating to this contract; or

THE CONTRACT OF SALE.

Spanish Translation: Guia para compradors 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 CRE-DIT LIFE OR CREDIT DISABILITY INSUR-ANCE PREMIUM.

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

GUARANTY						
Guarantor Address						
t hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named						

# READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTINE IT

#### 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 attomey fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing tee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS FC 17612-SI (JAN 08) (Previous editions may NOT be used.) FC 17612-B-SI





EXTERIOR 133031 STERLING GRAY METALLIC INTERIOR TRANSMISSION CHARCOAL BLK CLOTH BUCKETS PRICE INFORMATION Manufacturer's Suggested Retail Price \$20,900.00 STANDARD VEHICLE PRICE . INCLUDED ON THIS VEHICLE RAPID SPECIPOLA •SYNC VOICE ACTIVATED SYSTEMS •EC RR MIR MIC/COMP 545.00 12.1 OPTIONAL EQUIPMENT REAR SPOILER FRONT TOTAL OPTIONS 1.76 295.00 GHARGE 840.00 HISTAR A TOTAL VEHICLE & OPTIONS 21,740.00 725.00 WEN PINT RATTO / U.S. AV . . . . 5.ee ė, Tird This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit www.fordautoinsurance.com for Ford Motor Company Insurance Services availability in your state. n ÷ 4 3 的感激。 QUALITY THAT CAMRY, ACCORD AND ALTIMA CAN'T BEAT.\* TBASED ON CUMULATIVE SURVEY DATA OF 2008MY FORD AND COMPETITIVE OWNERS AT 3 MONTHS IN SERVICE AMONG VEHICLES ABGISTERED BETWEEN 9/07-5/08. TOTAL MSAP \$22,465.00 **COMERNMENT SAFETY RATINGS** Frontal ratings should ONLY be compared to etter 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 PE14-030 000662LC

ATIONAL VEHICLE S			I			Tore			
SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE									
	A 8 A F	R		0 4 0 4 Signature	1 1 0 9 1 9	0 9	CPO Incomplete Vehicle		
Internet Sale  Yes			- Terms [		-		Police Vehicle		
					NEW PLANS				
	] Powertrai	nCARE	BaseCARE	🗌 ExtraC	ARE X PremiumC	ARE (Standard	Deductible is \$100)		
	COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi): 🗌 ExtraCARE 🛄 PremiumCARE (Standard Deductible is \$100)								
RENTALCARE COVER						dard Doductib	le is \$0)		
SUPER DUTY COVERAGES  Diesel EngineCARE Diesel EngineCARE Plus (Standard Deductible is \$0) DEDUCTIBLES \$ \$ 0 \$ 200 (Not Available on all Core Coverages)									
DEDUCTIBLES  \$0 (Optional Only)  \$5					ore Coverages)				
					Enhanced Rental (No	t available on	All Coverages)		
	Months/12				/Shuttle/Tow Truck (		Snowplow		
	ommercial E				er/Supercharger				
					USED PLANS -				
CORE COVERAGES	] Powertrai		BaseCARE	ExtraC	ARE PremiumC	ARE (Standar	d Deductible is \$100)		
DEDUCTIBLES (Option	al ONLY)	50	<b>\$200</b>	🗌 Disap	pearing				
OPTIONS/SURCHARG	ES 🔲 First	Day Renta	I Delete	Enhanced I	Rental 🗌 Turbocha	rger/Superchar	rger 🔲 Snowplow		
		SECTION	1 D – COV	ERAGE T	ERM 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 2 purchased from the Signature Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours 2 purchased from 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 Ex	piration	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax		
	Months	Mileage	Date	Mileage			with Sales Tax		
Core Plans: PremiumCARE	60	75,000	09-19-2014	75,000	\$	\$	\$		
Other Plans:					\$	\$	\$		
Current Mileage:	*Current H	lours:	*Expiration	Hours:	Total	Total	Total		
33,444					-		\$		
*Required for Incomplete of	- Discol Fact	in a d Mahia			\$	\$	\$		
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		_	nout signatu	re)		Signature Date		
Service Contract Holder/	North Aurora, IL Service Contract Holder/Purchaser Name and Address								
Service Contract Lienhol	der Name	SECTIO	N F - DEA	LERSHIP					
RAV FAST	PO BOX 60		ORN, MI 48121			()			
Dealership Name and Ad						F	hone Number		
							4 8 9 9 6		
Dealership Signature				E	MPLOYEE STARS I		P&A Code		
ESP 8240-Nat App/Provs	- (Oct 10) (	(Previous E	ditions May	Not be Use	d)		EY C.		

PE14-030 000663LC

#### NOT!CE 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 Contact 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.

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

A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY): 1 all states except AK, AR, ID, ME, MA, and NJ, all service contract obligations, including 2: Application (this "Agreement") are between Ford Motor Service Company, the Service (Intract Provider (hereinafter referred to as "We", "Us', or "Our") and the Service ontract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, DC, ansas, Indiana, Minnesota, Nebraska, Rhode Island, Washington and Wisconsin, all ervice contract obligations for Competitive Make Vehicles, including the Application are three of the and You". etween Us and You.

ou may contact Us at the following address:

ord Motor Service Company xtended Service Plan Headquarters

.O. Box 6045 learborn, Michigan 48121

oli-free number 800-392-3673

ULL 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 nd credit of Ford Motor Service Company. Complimentary Plans are backed by the full aith and credit of Ford Motor Company.

B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY OR SELLING DEALER); in the b. Influction of the matter of the motion command on accurate between ord 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 ontract obligations on Ford, Lincoln and Mercury products are between US and YOU. In the states of AK, ME, MA, and NI, and all service contract obligations on Competitive he states of AK, ME, MA, and NJ, and, all service contract obligations on Competitive Aake Products are between the Selling Dealer and You. You may contact us at the ollowing address:

ord Motor Company

xtended Service Plan Headquarters 2.0. Box 6045

Jearborn, Michigan 48121

'ou 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 bligations 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 iso backed by the full faith and credit of Ford Motor Company

IC. INTRODUCTION & PARTIES (Florida only): This service contract, including the pplication, (this 'Agreement') on Ford, Lincoln and Mercury vehicles is between Ford Actor 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 number is door to rou can contact us at the augress referenced in 18 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 merican 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 The insufact and measurement stratement. In the states of connecticut and mississippi, an iervice contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products ire fully insured and guaranteed by a policy of contractual liability insurance or service ontract 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 insured to 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 to the states of th ind quaranteed by a policy of contractual liability insurance or service contract eimbursement insurance. The policy is issued by:

#### The American Road Insurance Company

.O. Box 6045

Jearborn, Michigan 48121

Policy Number: 81-3110-700-001 and all applicable endorsements

IE. ADMINISTRATION: All service contract obligations under this Agreement are idministered by:

ord Customer Service Division 6800 Executive Plaza Drive Jearborn, Michigan 48126

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

2A. INSURER "CUT-THROUGH" BENEFITS: If any insured service contract repair or eimbursement claim has not been completed within 60 days from the date You filed a flaim with the Selling Dealer or US, You may make a claim directly against The American Read insurance Company for the cost of your repairs (including all sums which We are egally 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 lan.

1. DEFINITIONS: In this Agreement, the following capitalized terms have the meanings issigned to them:

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

**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 nanufacturer's certified warranty.

commercial Use means the Vehicle is: (i) used primarity 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 "#" 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 Premium CARE 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.

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 contact 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 (NA.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 nitations in this Agreement and depending on the Plan and Coverage You elected, arvice and repairs (including parts and labor costs) will be provided as referenced herein. 'e will either. (a) service Your Vehicle; (b) repair or replace covered Failures or (c) imburse You for the Vehicle's servicing or for the repair or replacement of covered alures and repairs needed to a non-covered component caused by the Failure of a overed component. We may inspect the Vehicle before performing any service or repairs id inspect parts that are serviced, repaired or replaced.

#### A. COVERED ITEMS - "PowertrainCARE"

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

ngine - Cylinder block and all internal lubricated parts, seals and gaskets, the cylinder ads, manifold (Exhaust and Intake), manifold and bolts, factory installed trbocharger/supercharger units, timing chain (gears or bett), flywheel, valve covers, oil an, timing chain cover, oil pump, water pump, thermostat, thermostat housing. EXCEPTIONS: CARBURETION AND FUEL INJECTION COMPONENTS ARE NOT OVERED).

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

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

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

#### B. COVERED ITEMS - "BaseCARE"

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

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

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

#### ransmission - Governor Assembly.

**teering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, anual and power steering gear housing and all internal parts, including linkages, control alve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler rm.

uspension - MacPherson struts (front or rear), upper and lower control arms, stabilizer ar, linkage and bushings, tie rods, control arm shafts and bushings, upper and lower ball ints, kingpins and bushings, spindle and spindle supports. NOTE: This coverage icludes only the items listed in this paragraph and does not include either front end lignments or wheel balancing, unless the repair to such items is required in onjunction with the repair of a failure.

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

ir Conditioning - Compressor, condenser, evaporator, A/C compressor head, A/C ompressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and eld coil.

**lectrical** - Alternator, starter motor, voltage regulator, manually operated electrical witches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel ump, starter motor solenoid, wining hamesses (excluding spark plug wires), and lectrical components of a heated backglass. **NOTE: Heated backglass coverage is for lectrical 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 overage for the following additional items:

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

#### lectrical - Distributor assembly.

ligh Tech - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake vodule and sensor, automatic temperature control, compass and thermometer read-out isplays, distributor cap and rotor, electronic air suspension (switch-vacuum pump, ontrol-assembly suspension air spring, spring & solenoid assembly front suspension, air pring solenoid, o-ring solenoid, left/right-front spring, dryer assembly, sensor-air level, ir line protector, spring-load leveling, control module-air suspension, sensor right/left ear suspension leveling, or suspension air spring dryer, silencer-air suspension, wire suspension leveling, o-ring suspension air spring dryer, silencer-air suspension, wire sembly air suspension switch, front spring air suspension and rear spring air uspension), electronic instrument cluster (excluding the dash pad, clock, audio and visual quipment), fuel tank and lines, diesel injectors and lines, heater blower motor and core ssembly, keyless entry system (excluding door handles), power seat motors, power rindow motors and regulators, power antenna, power door locks (excluding door handles utch or motor, speed control, engine mounts, transmission vacuum module and rounts, and external transmission module.

#### D. COVERED ITEMS - "PremiumCARE"

You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded the Provision littled: "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 overage for all components not covered under the Original Equipment Manufacturer's owertrain 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 Lincoin 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 manutacturer's recall or customer satisfaction program and (ii) the vehicle must be rented from a Ford or Lincoin 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 Diese! EngineCARE Plus

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

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

#### 6. ADDITIONAL BENEFITS

#### 6A. ROAOSIDE ASSISTANCE COVERAGE - Only available with the following NEW AND USEO 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, Arzona 86403. Cross Country and Coach Net shall hereinafter be collectively referred to as "Ford Roadside." Roadside Assistance includes: (i) Roadside Assistance. The Roadside Assistance terms, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance aday, 7 days a week. To request madside assistance or lor 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 thybrid 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;
- 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 herain.

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 - IT THE VEHICLE IS DISADLED DECAUSE OF A COLLISION OF FAILURE overed by this Agreement or a New Vehicle Limited Warranty and You require rsportation to Your destination, We will reimburse Your transportation costs up to \$75.

reimbursement expenses under "EMERGENCY TRAVEL EXPENSE receive LIMBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the isablement, You must send to Ford Roadside al the address shown herein a written equest for benefits that includes: (i) a statement of Your loss; (ii) the original receipts or 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 re service or repairs performed under this Agreement or the Vehicle's New Vehicle imited Warranty (if the disablement is due to a Failure).

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

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

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

f You meet all of the eligibility requirements set forth herein, We will reimburse You for rehicle 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 he repair is complete, whichever occurs first.

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

ID. FIRST DAY RENTAL - If Your Vehicle is a Ford, Lincoln or Mercury Vehicle, You eceived First Day Rental with Your NEW OR USED CORE COVERAGES AND CPO JPGRADE COVERAGE. We will reimburse You for vehicle rental charges You actually ncur up to \$30 per day for Ford, Mercury and Competitive Make Vehicles and \$36 per lay 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.

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

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

f 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 /ehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer or 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 SUASL:

a) 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 aused by an after-market lurbocharger or supercharger or other performance enhancing powertrain components including but not limited to Ford racing parts or accessories:

1) 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 fulds or contamination of oil, fluids or fuel;

a) Repairs caused by collisions or other physical damage to the Vehicle, unreasonable ise (including driving over curbs, overloading, or using the Vehicle as a stationary sower source), damage from fire or explosions, road hazards, other casualty losses, or Source), damage noun me or expressions, road macarus, other casually losses, or osses due to negligence, racing or Failures caused by: (1) alterations or modifications if the Vehicle, including the body, chassis, or components, after the Vehicle leaves he 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 he original equipment installed by the manufacturer, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain :omponents;

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

alinguage, show of loc, ) Damage caused by theft, vandalism, terrorism, riot or acts of war; ) Any Incomplete Vehicle plan or Diesel Equipped Vehicle plan that exceeds the elected 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 ot a non- covered part;

Repairs to the Vehicle if the odometer is attered, broken, repaired or replaced so hat 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 molels, 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 Restal 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

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, Benlley, Ferrari, Lamborghini, Lotus, Maserali, 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, Chryster SRT, Dodge SRT, Steath, and Viper, Ford Foose F-150, GT, Mustang, Cobra R, Roush Slage 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 eogine. Taxis, Limousine/Nervy. W12 eogine. 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 includes all vehicles built with the first three VIN positions of 1FC, TFD, 1FG, 1MH, 2FO, 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, culaways, 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 Iban a F-750 on BaseCARE and PowertrainCARE plans, all Ford vehicles F-650 and bigher on ExtraCARE and PremiumCARE plans, and all E series vehicles with body codes E14, E24, E31, E34, S31, S34, and S24, and alt Low Cab Forward vehicles

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

x) Service adjustments fixed (non-moving) body parts, bumpers, door bandles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody tramework, sideview mirrors (glass and housing), waler 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 bousing), trim and upholstery. y) Costs or expenses for the teardown, rental expense, inspection or diagnosis of

y) Costs or expenses for the real 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.

88. 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 of 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 Malatenance 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 our Vehicle is ineligible or coverage in excess of the maximum allowed under this greement, 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 e refund and the termination of any ineligible or excess coverage.

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

#### EW CORE COVERAGE AND SUPER DUTY PLANS:

or all Ford, Lincoln or Mercury Vehicles and Super Duty Vehicles, You may change Your overage 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.
- or 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 re 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.

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

#### SED CORE COVERAGE PLANS:

ou may change Your coverage under this Agreement within the first 90 days after the ionature Date

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

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

ii) the name and address of the transferee;

#### ou may not transfer coverage if the Vehicle becomes a Branded Vehicle or is spossessed. Transferred Agreements may not be cancelled.

#### 2. CANCELLATION AND REFUND

#### 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 pplication, proof of payment and statement of the odometer reading, on or before the bith day from the Signature Date and no claims have been filed under this Agreement, the elling Dealer will cancel this Agreement and refund the purchase price You paid for this greement, minus a \$75 processing fee for each plan cancelled.

2) If the Selling Dealer receives a written cancellation request, including a copy of Your pplication, proof of payment and statement of the odometer reading, after the 30th day r a claim has been filed at any time during the term of this Agreement from the ignature Date the Selling Dealer will divide the purchase price You paid for the greement by the number of miles or months of coverage provided by this Agreement, hickever is greater. The Selling Dealer will multiply this dollar amount by the remaining nused miles or months, whichever is less, and refund this amount ("Pro Rata basis") iss paid claims to You or Your lender, minus a \$75 processing fee for each plan ancelled.

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

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

5) If 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 sfund 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 heck issued in Your name.

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

3. DISPUTE RESOLUTION & ARBITRATION: Either You or We may choose to have any ispute related to this Agreement or the Application decided by non-binding arbitration dministered 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. our dispute with other around our disputes concerning this Agreement of Application, ou agree that You will not participate in any class arbitration concerning this Agreement r Application. We do not agree to class arbitration. To learn about or begin arbitration, or et 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 greement shall govern.

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

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

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

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

2A. (5) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND; In New exico, 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 know 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 REFUNO: 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 OISCLOSURE: The California license number of ford motor service company is oc41369. 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 Aoreement.

(1) (B) If the Selling Dealer receives a written cancellation request, including a copy of Your application, proof of payment and statement of the odorneter 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 Vortex and the Selling Dealer will several the set of the You or Your Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will ssue a Pro Rata refund to You or Your Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. The Selling Dealer will ssue 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. his Agreement is subject to california law applicable to consumer contracts and the alifornia Arbitration Act (CCP section 1280 et. seq.). Any arbitration decision shall be in riting with a supporting opinion.

#### 4.06, CONNECTICUT:

. WHAT THIS AGREEMENT COVERS: If Your Vehicle is in Our custody being repaired, the 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 function "COVEDAGE TERM AND COST" ie Application "COVERAGE TERM AND COST"

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

2A (6). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: This greement is cancelable if the covered Vehicle is returned, sold, lost, stolen, or destroyed. 3. DISPUTE RESOLUTION & ARBITRATION: If You purchased this Agreement in onnecticut, You may pursue arbitration to settle disputes between You and Us. You may nail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, lartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must escribe the dispute, identify the price of the product and cost of repair, and include a opy of this Agreement.

#### 4 07. FLOBIDA:

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

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

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

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

i) a letter, signed by You, transferring this Agreement to the transferee;

ii) a statement of the mileage on the Vehicle at the time of transfer, and

iii) the name and address of the transferee:

#### 'ou may not transfer coverage if the Vehicle becomes a Branded Vehicle or is epossessed. Transferred Agreements may not be cancelled.

#### 2. CANCELLATION AND REFUND

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

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

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

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

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

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

Ve may cancel this Agreement within 60 days from this Agreement's Signature Date for iny reason.

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

i) 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 his Agreement:

.) If You substantially breached Your duties under this Agreement to maintain or use the /ehicle as prescribed by the Manufacturer;

Your failure to repair a tampered or disabled odometer on the Vehicle.

f 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 pasis) and We will not charge You a cancellation processing fee.

(33) Saind we will not charge fou a cancenauon processing ree.
(3) 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 utilitration 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 legin arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless with parties multially agree to accent the arbitrator's decision as final No suit shall be oth parties mutually agree to accept the arbitrators' decision as final. No suit shall be commenced in a federal, state or local court until such time as both You and We first iddress our disagreement in an arbitration proceeding pursuant to this Section 13. Each

стант must de arditrated individually. Il mere is a commot detineen die muies and une 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 lear.

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 REFUNO: 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 12.A. (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 compared particle with the Agreement by the number of miles or months of compared particle with the Agreement by the number of miles or months of compared particle with the Agreement of the part of the 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)

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

 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.

I) 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 ful refund is not received within 45 days of Your written cancellation request, You are entitlec to receive an additional 10% on the refund amount owed to You for each thirty day period.

ZA. (2). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND; If the elling Dealer receives a written cancellation request, including a copy of Your Application, roof 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 elling Dealer will divide the purchase price You paid for the Agreement by the number of siles or months of coverage provided by this Agreement, whichever is greater. The elling Dealer will multiply this dollar amount by the remaining unused miles or months, rhichever is less, and refund this amount ("Pro Rata basis") to You or Your Lender, ninus a \$75 processing fee.

2B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this greement has been in effect for at least seventy (70) days, We cannot cancel it prior to ither: (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 ays prior written notice when sent to You at Your last known address, if the cancellation 5 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 his Agreement;

I) There is a material change in the nature or extent of the required service or repair to be ubstantially and materially increased beyond that contemplated at the time this greement was issued (such as the New Vehicle Limited Warranty of the Vehicle that has een voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or

he VIN cannot be established); or ) We discover (1) an act or omission by You, or (2) a violation by You of any condition if the Agreement that occurs during the term of the Agreement and that substantially and naterially increases the service required under this Agreement.

#### 4.12. NEW HAMPSHIRE:

B, SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: Please direct all questions r complaints concerning this Agreement to Us at P.O. Box 5045, Dearborn, Michigan 8121. In the event You do not receive satisfaction under this contract, You may contact ne New Hampshire Insurance Department at either: 21 South Fruit Street, Suite 14, oncord, New Hampshire 03301, or (800) 852-3416.

#### 4,13. NEW MEXICO:

2B. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this greement has been in effect for at least seventy (70) days, We cannot cancel it prior to there is the stated term, or, ii) the one (1) year anniversary of its original effective date, there very cocurs first. We may, however, cancel this Agreement at any time, with fifteen (5) days prior written notice sent to You at your last known address, if the cancellation is or 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 iis Aareement.

) there is a material change in the nature or extent of the required service or repair that cours after the Signature Date that causes the required service or repair to be Jostantially and materially increased beyond that contemplated at the time this greement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been pided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the IN 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 laterially increases the service required under this Agreement.

#### 4.14. NEW YORK:

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

#### 4.15. NORTH CAROLINA:

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

#### 4.16. DREGON:

8. COMPLAINTS: Unresolved complaints can be addressed to the Department of onsumer 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 attiement and You have exhausted all internal appeals, You and We may agree to have ny dispute related to or arising from this Agreement or the Application decided by m-binding arbitration administered by the Better Business Bureau (BBB). To learn about begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 00-955-5100 or www.auto.bbb.org/ESP.

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

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

#### 1.17. SOUTH CAROLINA:

3. SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS NLY): Please direct all questions or complaints concerning this Agreement to Us at P.O. x 6045, Dearborn, Michigan 48121. In the event that We do not timely resolve such atters, You may contact the South Carolina of Insurance at either. Post Office Box 10105, Columbia, South Carolina, 29202-3105, or (800) 768-3467.

#### 1.18 TEXAS:

3. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT ID-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:

 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. DUR 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. DUR 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

 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 about the Arbitration and the second s 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. WYDMING:

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 30s 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 reading, after the 30s day from the Signature Date any time during the term of this Agreement, 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 30s 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: Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by **Sector Content of Sector Sector** of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR **Sector**. 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.

Exнівіт 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 **section**, 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 **section** 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.

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

# LAW OFFICES OF

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

recd.7.11

October 14, 2011

Transmitted Via Overnight Mail

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

RE:

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

Mr. Banciu,

v

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 For 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,

F-1 J. Looms

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	(2/28/11) CCG N001
	N THE CIRCUIT COURT OF COOK C TY DEPARTMENT, LAW	OUNTY, ILLINOIS DIVISION
v.	(Name all parties)	No FORD MOTOR COMPANY Serving: CT Corporation 208 S. LaSalle #814 Chicago, II. 60604
ROHR-BERG MOTORS, INC., d/b/a BOE	B ROHRMAN'S SCHAUMBURG FORD, ET AL.	
To cook Defendant:	<b>⊙</b> SUMMONS <b>○</b> ALIAS S	

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:

$\odot$	Richard J. Daley Center, 50	, Chicago, Illinoi			
0	District 2 - Skokie 5600 Old Orchard Rd.	0	District 3 - Rolling Meadows 2121 Euclid	o	District 4 - 1500 Mayb

- Skokje, 1L 60077
- O District 5 Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455
- **Rolling Meadows, IL 60008**
- **O** District 6 Markham 16501 S. Kedzie Pkwy. Markham, IL 60428

60602

Maywood orook Ave. Maywood, IL 60153

**O** 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	WITNESS, JAN 37 COM
Name: NORMAN H. LEHRER	
Atty. for: PLAINTIFF	
Address: 429 WEST WESLEY	Clerk of Court
City/State/Zip: WHEATON, ILLINOSI 60187	- Date of service:
Telephone: 630-462-0700	(Id be inserted by officer on copy left with defendant
Service by Facsimile Transmission will be accepted at:	- drivitet prizop)

(Area Code) (Facsimile Telephone Number)

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

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	OF	۶Y		(2/28/11) CCG N001
	NTHE CIRCUIT COURT OF COOP TY DEPARTMENT, LAW	COUNT	Y, ILLI	NOIS DIVISION	
V. ROHR-BERG MOTORS, INC., d/b/a BOB	(Name all parties) ROHRMAN'S SCHAUMBURG FORD, ET AL.	С.,	Serving	MOTOR CO I: CT Corpor LaSalle #81	
To each Defendant:	⊙ SUMMONS ⊖ALIAS	S SUMM	10N:	* 0 0 5 7	

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 <u>801</u>

- O District 2 Skokie 5600 Old Orchard Rd. Skokie, 1L -60077
- O District 3 Rolling Meadows 2121 Euclid Rolling Meadows, IL, 60008
- O District 5 Bridgeview 10220 S. 76th Ave. Bridgeview, 1L 60455
- 2121 Euclid Rolling Meadows, IL 60008
   District 6 - Markham
- JISTICT 6 Markham 16501 S. Kedzie Pkwy. Markham, IL 60428

\_\_\_\_, Chicago, Illinois 60602

- O District 4 Maywood 1500 Maybrook Ave. Maywood, IL 60153
- O "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.

ı.

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	WITNESS, JAN 37 AM
Name: NORMAN H. LEHRER	WITNESS, JAN 3 1 20 12
Atty. for: PLAINTIFF	
Address: 429 WEST WESLEY	Clerk of Court
City/State/Zip: WHEATON, ILLINOSI 60187	- Date of service:
Telephone: 630-462-0700	(Id be userted by officer on copy left with defendant
Service by Facsimile Transmission will be accepted at:	de forthet-person)

(Area Code) (Facsimile Telephone Number)

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



## 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, **Description**, 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

3

(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, , at all times relevant hereto was residing in Illinois.

 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 , 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.

 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.

### <u>COUNT II</u>

## 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 <u>PRACTICES ACT AGAINST DEFENDANT ROHR-BERG AND</u> 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

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judicially cancelled and revoked; and

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

### COUNT IV

## <u>COMMON LAW FRAUD AGAINST DEFENDANTS ROHR-BERG</u> <u>AND FORD MOTOR COMPANY</u>

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 CERDIT 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 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.

 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

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Prepayment: If you bey 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.	You want the optional insurance for which premiums a e included above.
<b>COMMERCIAL USE CONTRACT LATE PAYMENT:</b> 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.	K/A Co-Buyer Signs
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 \$0N/Aper mile for each mile in excess of M/A miles shown on the odometer.	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.
Any change in this contract must be in writing and signed by you and the Creditor. Buyer X. Signs Co-Buyer X Signs	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
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.	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.
ETCH         \$         299.00         Term           N/A         \$         N/A         Term         N/A           N/A         \$         N/A         Term         N/A	Buyer N/A Signs
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.	DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCU- MENTARY FEE IS NOT REQUIRED BY

The Annual Percentage Rate may be negotiated with the Seller. The Seller LAW, BUT MAY BE CHARGED TO may assign this contract and may retain its right to receive a portion of BUYERS FOR HANDLING DOCUMENTS

LAW, BUT MAY BE CHARGED TO

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	AND PERFORMING SERVICES RELATED
NOTICE TO BUYER	TO CLOSING OF A SALE.
<ol> <li>Do not sign this contract before you read it or if it contains any blank spaces.</li> </ol>	THE BASE DOCUMENTARY FEE BEGIN-
2. You are entitled to an exact copy of the agreement that you sign.	NING JANUARY 1, 2008, WAS \$150. THE
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	MAXIMUM AMOUNT THAT MAY BE
of the finance charge.	
Buyer (and Co-Buyer) acknowledge that (i) before signing this contract,	CHARGED FOR A DOCUMENTARY FEE
Buyer (and Co-Buyer) received and reviewed a true and completely filled in	IS THE BASE DOCUMENTARY FEE OF
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.	\$150 WHICH SHALL BE SUBJECT TO AN
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Seller may transfer this contract to another person. That person will then have all Seller's right	ts, privileges, and remedies. By signing below, the
Seller assigns this contract to Ford Motor Credit Company	(*Assignee*).
To contact Assignee about this contract, call <u>1-800-727-7000</u> www.fordcredit.com	, or visit their website at
HRH.TOTUCTCUTS.COM	
Seller BOB ROHRMAN'S SCHAUMBURG By X	Title
FC 17612-SI (JAN 08) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEN	IENTS PEC
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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 cue. 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 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:

- 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 bumed out lights; all electronic malfunctions; all interior nps, stains, bums 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

.

- Your vehicle is selzed 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.

## THE REPORT OF THE PROPERTY OF T

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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: Guia para compradors 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. 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

 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 Ganada 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.

- . Default: You will be in default if:
  - 1. You do not make a payment when it is due; or

You gave take or misleading information on your credit application relating to this contract; or

### THE CONTRACT OF SALE.

Spanish Translation: Guia para compradors 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 CRE-DIT LIFE OR CREDIT DISABILITY INSUR-ANCE PREMIUM.

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

	GUARANTY	
Guarantor	Address	
I hereby guarantee the collection of the above de	escribed amount upon failure of the Seller named herein to o	collect said amount from the Buyer named
		Le Tree reprinting to the attacked
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## READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTINE THAT 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 "Frany") 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 arbitration 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, WRETHER 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 BIGHTS THAT ARE AVAILABLE IN A LAWSUIT

<u>Rights You And We Do Not Give Up</u>: 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 <u>Federal Arbitration Act (9 U.S.C.</u> § 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 03) (Previous editions may NOT be used.) FC 17612-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS



### 100001

TRANSMISSION	EXTERIOR STERLING GRAY ME INTERIOR CHARCOAL BLK CL(	
PRICE INFORMA	TION	Manufacturer's Suggested Retail Price
STANDARE	VEHICLE PRICE	
NCLUDED ON RAPID SPECIE •SYNC VOIGE	01A ACTIVATED SYSTEMS	545.00
•EC RR MIR M	L€/COMP	gtoği (Caran Santari
	E PLATE BRACKET	295.00 SHARGE 840.00
TOTAL	VEHICLE & OPTION NATION & DELIVERY	S 21,740.00 725.00
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Ford Motor Compai Insurance Services	···	w.fordautoinsurance.com for
PEASED ON	LTIMA CAN'T BE	2008MY FORD
TOTAL	SAP	\$22,465.00
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similar size and we	igni.	≹na:j≍
Side Crash Star ratings based	Front seat Rear seat on the risk of injury in a s	
Rollover Star ratings based o	on the risk of rollover in a	* * * * single vehicle crash.
		d), with 5 being the highest.
	ghway Traffic Safety Adm	ninistration (NHTSA).

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Internet Sale 🗌 Yes [			• Terms [				Police Vehicle
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OPTIONS/SURCHARC							ger 🗌 Snowplow
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LINCOLN VEHICLES THAT	HAVE NO NE	ew vehicle	LIMITED WAI	RRANTY REA	IAINING AND ELIGIBLE	USED COMPET	THVE MAKE VEHICLES
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Plan Name	Months	Mileage	Date	Mileage	Furchase Frice	Jaies Tax	with Sales Tax
Core Plans:							<i>~</i>
PremiumCARE	60	75,000	09-19-2014	75,000	\$	\$	\$
Other Plans:							**************************************
					\$	\$	S
Current Mileage:	*Current H	lours:	*Expiration	Hours:	Total	Total	Total
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*Required for Incomplete	Diesel Eau	upped Vobic	los		\$	5	\$
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PURCHASE THIS AGRE	EMENT, IT	GIVES YOU	SPECIFIC L	EGAL RIG	ITS, WHICH MAY VA	RY FROM ST	ATE TO STATE.
MISSISSIPPI AND ' I acknowledge receipt of a	complete co	or of this Ar	polication and	the Terms a	ind Conditions (the "Er	ntire Aareemen	t") at the time of signin
and agree to all the terms maintenance recommend	and condition	ns. Lagree	to maintain th	ne covered v	ehicle in accordance v	with the manufa	icturer's stated period
maintenance recommenda		onution of i	receiving covi	erage under	THIS ADDEEDEDL EXCEN	ol as otherwise	piovided by law.
					and right the ri		
Service Contract Holder/Purchaser Signature (not valid without signature) Signature Date							Signature Date
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Service Contract Holder/ Service Contract Lienhol RAV FAST Dealership Name and Ac	Purchaser I der Name PO BOX 60 ddress	Nome and A	nth Aurora, II Address <b>N F - DEA</b> DRN, MI 48121		P INFORMATION	()    	Phone Number 4 8 9 9 6

PE14-030 000701LC

## NOTICE TO SERVICE CONTRACT HOLDER (MISSISSIPP: CNLY): 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.

3) If either You or We decide to arbitrate a dispute regarding any aspect of this Service Contact Agreement or the Application and the sale of the service contract, an arbitrator will resolve the dispute. f 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.

INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY): Ill states except AK, AP, ID, ME, MA, and NJ, all service contract obligations, including Application (this "Agreement") are between Ford Motor Service Company, the Service itract Provider (hereinafter referred to as "We", "Us', or "Our") and the Service itract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, DC, isas, Indiane, Minnesota, Nebraska, Rhode Island, Washington and Wisconsin, all vice Contract obligations for Competitive Make Vehicles, including the Application are ween Us and You. ween Us and You.

) may contact Us at the following address:

d Motor Service Company ended Service Plan Headquarters 1. Box 6045

arborn, Michigan 48121

I-free number 800-392-3673

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

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

owing address:

d Motor Company ended Service Plan Headquarters

) Box 6045

arborn, Michigan 48121

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

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

INTRODUCTION & PARTIES (Florida only): This service contract, including the plication, (this 'Agreement') on Ford, Lincoln and Mercury vehicles is between Ford tor Company (referred to in this Agreement as 'We', 'Us', or 'Our') and the service tract holder (referred to in this Agreement as 'You' or 'Your'). Our Florida license mber is 60018. You can contact Us at the address referenced in 1B above. All service to company therein a company and the service is between the address referenced in 1B above. All service there is 60018. You can contact Us at the address referenced in 1B above. All services for the service is between the advectory of the service is for the service in the service is between the advectory of the service in the service is between the service is between the service in the service is between the s niper is oborto, tou can contact us at the aduress referenced in The above. All service httact obligations on competitive make vehicles is between The American Road aurance Company and You. The Certificate of Authority Number is 09079 for The lencan Road Insurance Company. You can contact The American Road Insurance mpany at the address referenced in 1D.

INSURED AGREEMENT STATEMENT: In the states of Connecticut and Mississippi, all vice contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products fully insured and guaranteed by a policy of contractual liability insurance or service tract reimbursement insurance. In the states of AK, CO, IN, ME, MA, MN, NE, NJ, WA 1 WI, all service contract obligations on Competitive Make Products are fully insured d guaranteed by a policy of contractual liability insurance or service contract mbursement insurance. The policy is issued by:

## e American Road Insurance Company

D. Box 6045

arborn, Michigan 48121

licy Number: 81-3110-700-001 and all applicable endorsements

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

rd Customer Service Division **BOO Executive Plaza Drive** 

arborn, Michigan 48126

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

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

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

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

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

mmercial Use means the Vehicle is: (i) used primarily for business purposes, by an ividual 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 '#' 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 contact 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 (NADA.) 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.

Setting 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 530, 86M, 473, or 627 (770 Payload Group-V), 862, 863, 864, 628, 638, 634, 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 demostrator. 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 tations in this Agreement and depending on the Plan and Coverage You elected, the and repairs (including parts and labor costs) will be provided as referenced herein. will either: (a) service Your Vehicle; (b) repair or replace covered Failures or (c) aburse You for the Vehicle's servicing or for the repair or replacement of covered ures and repairs needed to a non-covered component caused by the Failure of a ered component. We may inspect the Vehicle before performing any service or repairs inspect parts that are serviced, repaired or replaced.

### **COVERED ITEMS - "PowertrainCARE"**

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

tine - Cylinoer block and all internal lubricated parts, seals and gaskets, the cylinder tids, manifold (Exhaust and Intake), manifold and bolts, factory installed pocharger/supercharger units, timing chain (gears or bet), flywheel, valve covers, oil t, timing chain cover, oil pump, water pump, thermostat, thermostat housing. CEPTIONS: CARBURETION AND FUEL INJECTION COMPONENTS ARE NOT VERED).

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

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

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

### COVERED ITEMS - "BaseCARE"

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

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

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

nsmission - Governor Assembly.

ering - Power steering pump, cooler and metal lines, couplings, seals and gaskets, nual and power steering gear housing and all internal parts, including linkages, control ve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler 1.

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

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

Conditioning ~ Compressor, condenser, evaporator, A/C compressor head, A/C npressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and d coil.

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

### . COVERED ITEMS - "ExtraCARE"

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

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

ctrical - Distributor assembly.

In Tech - Air conditioner accumulator, ETA pump hose assembly, anti-lock brake dule and sensor, automatic temperature control, compass and thermometer read-out plays, distributor cap and rotor, electronic air suspension (switch-vacuum pump, trol-assembly suspension air spring, spring & solenoid assembly front suspension, air ing solenoid, o-ring solenoid, lett/right-front spring, dryer assembly, sensor-air level, line protector, spring-load leveling, control module-air suspension, sensor right/left r suspension leveling, o-ring suspension air spring dryer, silencer-air suspension, wire embly air suspension switch, front spring air suspension and rear spring air sensor), electronic instrument cluster (excluding the dash pad, clock, audio and visual ipment), fuel tank and lines, diesel injectors and lines, heater blower motor and core embly, keyless entry system (excluding door handles), power seat motors, power dow motors and regulators, power door lock retainer clip, radiator fan, radiator fan tch or motor, speed control, engine mounts, transmission vacuum module and unts, and external transmission module.

### . COVERED ITEMS - "PremiumCARE"

(ou elected PremiumCARE, all Failures are covered EXCEPT for those items excluded 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 erage for all components not covered under the Original Equipment Manufacturer's wertrain 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 applies not transferable to any subsequent vehicle owner.

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### 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 repart 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 Your deliver Your Vehicle for repart 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 Pians, Component Wrap Coverages, and Super Duty Pians 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", address is P.O. Box 9145, Medford, MA 02155. For all Super Duty Pians 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. The Roadside Assistance Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance aday, 7 days a week. To request modside 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.

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

receive reimbursement expenses under "EMERGENCY TRAVEL EXPENSE MBURSEMENT" and "DESTINATION ASSISTANCE", within twenty (20) days of the ablement, You must send to Ford Roadside at the address shown herein a written uest for benefits that includes: (i) a statement of Your loss; (ii) the original receipts 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 itled Warranty (if the disablement is due to a Failure).

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

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

'ou elect the First Day Renta' Delete Option, an additional eligibility term for Rental Car mbursement is the Vehicle must be kept overnight by the repair facility because it was perable 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 ticle rental charges You actually incur up to \$30 per day for Ford, Mercury and mpetitive Make Vehicles and \$36 per day for Lincoln vehicles for up to 10 days or until repair is complete, whichever occurs first.

ntal Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or er Ford Motor Company franchised dealer for service and ends when the repair is mpleted.

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

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

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

You purchased the Enhanced Rental Option with any of the Coverages referenced above,

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

WHAT IS NOT COVERED BY THIS AGREEMENT: Unless stated otherwise (See STATE 'ECIFIC provisions for additional exclusions or changes), this Agreement does NOT MEL.

Repairs covered by manufacturer recalls or any insurance or warranty;

Service adjustments and cleaning not made with a covered repair;

Acpairs to any engine, transmission and final drive components for damages used by an after-market furbocharger or supercharger or other performance hancing powertrain components including but not limited to Ford racing parts or cessories

Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel d repairs caused by continued operation of the vehicle after loss of lubricant or ids or contamination of oil, finids or fuel;

Repairs caused by collisions or other physical damage to the Vehicle, unreasonable e (including driving over curbs, overloading, or using the Vehicle as a stationary wer source), damage from fire or explosions, road hazards, other casualty losses, or sses due to negligence, racing or Failures caused by: (1) alterations or modifications the Vehicle, including the body, chassis, or components, after the Vehicle leaves the vehicle at point of sale); (2) tampering with the Vehicle or the emissions stems and components; (3) the installation or use of any part not approved, certified authorized by the Vehicle's manufacturer or any repair caused by after-markel on-lactory approved) PCM reprogramming; or (4) any part designated for "off-road ily" that is not installed by the manufacturer, including, but not limited to, lift kits, ersized tires, aftermarket wheels that do not provide equivalent fit and function as e original equipment installed by the manufacturer, roll bars, cellular phones, alarm stems, automatic starting systems and performance-enhancing powertrain imponents;

Damage caused by the environment and pollution, including airborne fallout, rrosion chemicals, tree sap, salt, hail, windstorm, lightning, treezing, flooding, inthquake, 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 lected 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 ociometer is altered, broken, repaired or replaced so at We cannot determine the actual mileage on the Vehicle;

m) Loss of use of the Vehicle, special or consequential unitages, and personal expenses, such as motels, food, gas and mileage (excep) 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, Puerlo 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;

1) 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

ine ventcle of spectrale component parts are volted, in while of part, (2) the ventcle is a Branded, Totaled of 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, Rolts Royce, Acura, Audi R8, R9, any model with 8 or more cylinders, BMW 6 series, 7 series, M series, Z8, Cadillac V any model with B or more cylinders, BMW 6 series, 7 series, M Series, 22, Caulia C series, XLB, and model with 4.1 liler engine, Chevrolet Corvette Z06, Corvette ZR1, Chrysler SRT, Dodge SRT, Stealth, and Viper, Furd Foose F-150, GT, Mustang, Cobra B, Roush Stage 2/Stage 3/427R, Shelby GI 500KR, Supersnake, and all Saleen modified vehicles, Hummer, Jaguar XJ series and XK series, Jeep SRT, Land Rover, Range Hover 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 Phaelon and any model with W12 corigin Tavir, Limousing/Divery vehicles, Used for commelling 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 low trucks. Additional exclusions for New and Used Core Plans includes all vehicles built with the first line 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, culaways, stripped chassis), and all vehicles equipped with snow plows. Additional exclusions for Police vehicle plans include all Competitive Make vehicles. Additional exclusions for the vehicle plans include all Competitive Make vehicles, additional 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, betts, hoses. hose clamps, brakes (front hub, drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, coolant, exhaust system (includes catalytic converter), fillers, fluids, lubricants, lights (bulbs, scaled beam, lenses), spark plugs, spark plug wires, squeaks and rattles, tires, lune-ops, wheel balancing, wheel alignment, LED lights, shock absorbers and compressed natural gas/liquid propane fuel system conversion components are excluded from this Agreement.

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

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

**B. REPAIR INFORMATION** 

S

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.

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 ement. 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 efund and the termination of any ineligible or excess coverage.

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

### I CORE COVERAGE AND SUPER DUTY PLANS:

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

(i) before the expiration of the New Vehicle Limited Warranty; or

(i) 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 36,000 miles from Zero Miles; whichever occurs first, or

(iv) within the first 90 days after the Signature Date, whichever date

in or (iv) is later.

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

### D CORE COVERAGE PLANS:

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

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

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;

### 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:

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

If the Selling Dealer receives a written cancellation request, including a copy of Your slication, proof of payment and statement of the odorneter reading, after the 30th day a claim has been riked at any time during the term of this Agreement from the nature Date the Selling Dealer will divide the purchase price You paid for the eement by the number of miles or months of coverage provided by this Agreement, schever is greater. The Selling Dealer will multiply this dollar amount by the remaining used miles or months, whichever is less, and refund this amount ("Pro Rata basis") s paid claims to You or Your lender, minus a \$75 processing fee for each plan icelled.

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

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

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

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

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

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

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

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

.01 For Agreements in Alabama, Hawaii, Minnesota, Missouri, New Mexico, W York, South Carolina, Texas, and Wyoming:

A. (5) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: In New xico, if You have not received your refund amount within sixty (60) days of your cancellation request, and within forty rive (40) days of Your cancellation request in  $M_{\rm c}$  and MN, SO, 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 relation 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 V.YOMING:

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 know 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 OC41369. 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 BOO-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 (COP section \*280 et. seq.). Any arbitration decision shall be in ng with a supporting opin c

#### 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 iplete if this Agreement express 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 pravided under this ernent. 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 Jour complaint to: State of Connecticut, Insurance Department, P.O. Box 816, tford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must cribe 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 my of the third degree.

FLORIDA OFFICE OF INSURANCE REGULATION: The Florida Office of Insurance gulation does not regulate the rales 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 junction with the purchase of a motor vehicle service agreement plan. The chase price of a Mainlenance 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 appearing 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 appearing 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 icoln 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 possessed. 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 the of the output of payment and statement of the odometer reading, or 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 om 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 leck issued in Your name.

bu 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 iv 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 shicle as prescribed by the Manufacturer;

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 3. DISPUTE RESOLUTION & ARBITRATION - If the parties fail to agree on any matter procerning 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 bitration 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 egin arbitration. The arbitrator's decisions shall be non-binding on You and Us, unless oth parties mutually agree to accept the arbitrators' decision as final. No suit shall be pmmenced in a federal, state or local court until such time as both You and We first idress our disagreement in an arbitration proceeding pursuant to this Section 13. Each

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Claim must be arbitrated individually. In there is a commut 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 Arbiration, 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. seg.) and the arbitration decision shall be in writing with a supporting opinion.

#### 14.08. ILLINDIS:

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 iess as cancellation 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 12.A. (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) II, 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 mites, whichever occurs first.

C) If, on the date You purchased a used Vehicle from a Minnesota Setting 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, saft, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice; 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.

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 it's 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. . (2). YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If the ing Dealer receives a writer cancellation request, including a copy of Your Application, of of payment, and state nent of the odometer reading, after the 30th day or a claim

been filed at any time complete reading, after the Signature Date, the ling Dealer will divide the purchase price You paid for the Agreement by the number of es or months of coverige provided by this Agreement, whichever is greater. The ling Dealer will multiply the collar amount by the remaining enused miles or months, chever is less, and refine this amount ("Pro Rata basis") to You or Your Lender, ius a \$75 processing fee.

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

There is a material change in the nature or extent of the required service or repair to be stantially and materially increased beyond that contemplated at the time this reement was issued (such as the New Vehicle Limited Warranty of the Vehicle that has in voided, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or

VIN cannot be established); or We discover (1) an act or omission by You, or (2) a violation by You of any condition the Agreement that occurs during the term of the Agreement and that substantially and terially increases the service required under this Agreement.

### 12. NEW HAMPSHIRE:

SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: Please direct all questions complaints concerning this Agreement to Us at P.O. Box 6045, Dearborn, Michigan 121. In the event You do not receive satisfaction under this contract, You may contact New Hampshire Insurance Department at either. 21 South Fruit Street, Suite 14, ncord, New Hampshire 03301, or (800) 852-3416.

#### .13. NEW MEXICO:

3. OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If this reement has been in effect for at least seventy (70) days, We cannot cancel it prior to remember has been in ender to a least seven y rob days, we cannot cancer in prior to er, i) its stated term, or, ii) the one (1) year anniversary of its original effective date, ichever occurs first. We may, however, cancel this Agreement at any time, with fifteen i) days prior written notice sent to You at your last known address, if the cancellation is 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

3 Aareement;

there is a material change in the nature or extent of the required service or repair that surs after the Signature Date that causes the required service or repair to be stantially and materially increased beyond that contemplated at the time this reement was issued (such as the New Vehicle Limited Warranty of the Vehicle has been ded, in whole or in part, the Vehicle is a Branded, Totaled or Salvaged Vehicle, or the d cannot be established) or,

We discover (1) an act or omission by You or (2) a violation by You of any condition of Agreement that occurs ouring the term of the Agreement and that substantially and terially increases the service required under this Agreement.

### .14. NEW YORK:

SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 0-392-FORD.

#### .15. NORTH CAROLINA:

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

#### .16. OREGON:

COMPLAINTS: Unresolved complaints can be addressed to the Department of nsumer and Business Services, Oregon Insurance Division, Consumer Advocacy Unit, 9 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 388-877-4894.

. DISPUTE RESOLUTION AND ARBITRATION: If You and We cannot agree to a claim tlement and You have exhausted all internal appeals, You and We cannot agree to a claim t dispute related to or arising from this Agreement or the Application decided by n-binding arbitration administered by the Better Business Bureau (BBB). To learn about begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 0-955-5100 or www.auto.bbb.org/ESP.

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

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

### .17. SOUTH CAROLINA:

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SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS . SPECIAL NOTICE - WHO FOO SHOULD CONTACT (SOUTH CAROLINA RESIDENTS) ILY): Please direct all questions or complaints concerning this Agreement to Us at P.O. & 6045, Dearborn, Michigan 48121. In the event that We do not timely resolve such tters, You may contact the South Carolina of Insurance at either: Post Office Box J105, Columbia, South Carolina, 29202-3105, or (800) 768-3467. .18. TEXAS:

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

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2C. COMPLAINTS: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be accressed 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 financeo 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. 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 uneamed 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.bb.org/ESP. If there is a conflict between the Rules and this Agreement this Agreement 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.

CEVED ULT 0 3 2011

American Arbitration Association Dispute Resolution Services Worldwide

phone: 877-495-4185

Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043 www.adr.org

September 28, 2011

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:

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

Sincerely,

Sue Anne Esterly-Parrish Case Filing Specialist 856.679.4623 EsterlyParrishS@adr.org

Supervisor Information: Tara Parvey, 856-679-4602, ParveyT@adr.org

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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 30<sup>6</sup> 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 30<sup>6</sup> 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.

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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: v. Bob Rohrman's Schaumburg Ford, Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by second of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR . 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 **second second**, 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 **second second second** 

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

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	lssue Type
4/7/2011		3FAHP0HA8AR	2010 FUSION	08
CLOSED	RAV - OTHER	1525910811		
4/4/2011		3FAHP0HA8AR	2010 FUSION	04
CLOSED	CLP - IN - BUYBACK - MULTIPLE REPAIRS	1525910811		
3/22/2011		3FAHP0HA8AF	2010 FUSION	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	1525910811		
3/22/2011		3FAHP0HA8AR	2010 FUSION	02
CLOSED	MISC INQUIRY - CHANGE OF ADDRESS	1525910811		

## **ISSUE LIST**

and the second method

All Action Details for Issue

VIN: 3FAHP0HA8AR Name: Symptom Desc: CLIMATE Reason Desc: RAV - OTHE	CTRL LACK OF COOLI	Year: 2010 Owner Status: Original NG AUTO TEMP CTRL.	Model: FUSION Case: WSD: 2009-09-19 Primary Phone: Secondary Phone:
Issue Type: 08 RAV		Issue Status: CLOSED	Secondary Phone.
Action: ESP PREMIUM CA	RE PLAN		анный наличиров служ в состоящих дане на сминистранализациями сучество с ССССКССССССССССССССССССССССС
Dealer: 07522 BOB ROHR	MAN'S SCHAUMBURG	FORD Origin Desc: CONS	UMER AFFAIRS - REACQUIRED
Odometer: 33444 MI	Comm Type: MAIL	VERIOLEO	
Analyst Name:	Analyst: C-DAUNT		
DAUNT, CHRIS	Action Time:		
DAUNT,CHRIS Action Date: 04/07/2011	20.00.10.438	Action Data: No	

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conserved and an other

All Action Details for Issue

VIN: 3FAHP0HA8AR Name: Symptom Desc: GENEI Reason Desc: CLP - IN Issue Type: 04 REGION Initial Customer Contact	- BUYBACK - MULT N	Year: 2010 Owner Status: Orig QUEST/NON-VEHICLE REL IPLE REPAIRS Issue Status: CLOS	ATED Primary Phone: Secondary Phone:	
Action: TIER II ESCAL <sup>A</sup> Dealer: 07522 BOB ROI Odometer: 33444 MI Analyst Name: MCMAN	HRMAN'S SCHAUM	BURG FORD Comm Type: PHONE Analyst: PMCMANU6	Origin Desc: US CONCERN CASE B	ASE
Action Date: 03/22/201	1	Action Time: 14.45.14.450	Action Data: No	
ABOUT GETTING STUD SETTINGS WAS LAST FINANCE OFFERDEALI (847) 605-0800CRC AD CONCERNS AND AM S CONTACTED BY A SPE GUARANTEE THAT FO	CK WITH AN VEH TH CONCERN=CUST W ER SAID: BOB ROH VISED: NOTE: CUS' ENDING YOUR INF ECIALIST TO DISCU ORD WILL BUYBACK RRANTY.=ADVISED	HAT HAS ISSUES=AC BLO VANTS FORD TO BUY VEH RMAN SCHAUMBURG FOF TOMER IS REQUESTING A ORMATION TO OUR CUST SS YOUR ISSUE WITHIN 2 YOUR VEHICLE. FORD'S CUST OF ABOVEVEH WIT	ONCERNS WITH THE VEH=CUST IS WO WER WAS MAKING SCREECHING ON L I BACK AND GET INTO A NEW VEH AT ( RD815 E. GOLF RD.SCHAUMBURG, IL 6 BUYBACKI HAVE DOCUMENTED YOU OMER CARE SOLUTIONS TEAM. YOU 1 2 BUSINESS DAYS. THIS DOES NOT COMMITMENT IS TO HONOR THE NEW TH CUSTBEST CONTACT NUMBER	.OW 0% 0173TEL: R WILL BE
Action: DOCUMENT AL Dealer: 07522 BOB ROI Odometer: 33444 MI Analyst Name: RAUSC Action Date: 03/23/201	HRMAN'S SCHAUM Com HER,AMBER Analy 1 Actio	BURG FORD Orig m Type: PHONE yst: ARAUSCHE n Time: 11.58.43.186 Actio		
			IGINAL OWNER 9 REPAIRS LISTED I EH NO ACTIVE ESPS ON FILE FOR 1	
Action: CCS FOLLOW	UP W/CUSTOMER -	DOC ADDITIONAL INFORM		name i su - i sur consideration des seus
			Origin Desc: CUSTOMER CARE	
Dealer: 07522 BOB ROI	HRMAN'S SCHAUM	BURG FORD	SOLUTIONS TEAM	
Dealer: 07522 BOB ROI Odometer: 33444 MI		pe: OUTBOUND CALL TO	SOLUTIONS TEAM	
Dealer: 07522 BOB ROI Odometer: 33444 MI Analyst Name:	Comm Ty CUSTOM	pe: OUTBOUND CALL TO	SOLUTIONS TEAM	
Dealer: 07522 BOB ROI Odometer: 33444 MI	Comm Ty CUSTOM Analyst: A	pe: OUTBOUND CALL TO ER	SOLUTIONS TEAM	
Dealer: 07522 BOB ROU Odometer: 33444 MI Analyst Name: RAUSCHER,AMBER Action Date: 03/23/2011 Comments OBC TO CU - ADV CUST OF CSM R REQUEST THAT FMC F	Comm Ty CUSTOM Analyst: A 1 Action Tir UST AT ROLE AND CONTAC REPLACE HIS VEH	pe: OUTBOUND CALL TO ER ARAUSCHE ne: 12.23.51.976 ADV CUST OF CASE NU T INFORMATION ADV C CSM ADV THAT SHE IS		HIS AKE
Dealer: 07522 BOB ROU Odometer: 33444 MI Analyst Name: RAUSCHER,AMBER Action Date: 03/23/2011 Comments OBC TO CU - ADV CUST OF CSM R REQUEST THAT FMC F THAT DECISION AND T AT THAT TIME Data Elem	Comm Ty CUSTOM Analyst: A 1 Action Tir UST AT ROLE AND CONTAC REPLACE HIS VEH	pe: OUTBOUND CALL TO ER ARAUSCHE me: 12.23.51.976 ADV CUST OF CASE NU T INFORMATION ADV C CSM ADV THAT SHE IS LL CUST AGAIN ON THURS	Action Data: Yes JMBER AND THAT CALL IS BEING REC UST THAT CSM WAS INVESTIGATING I GATHERING THE DATA NEEDED TO M	HIS AKE

 $https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=Actio...\ 2/9/2012$ 

	22 BOB ROHRMA	AN'S SCHAUMBURG FORD		Origin Desc: CUSTOMER CARE SOLUTIONS TEAM	
Odometer:	33444 MI	Comm Type: OUTBOUN CUSTOMER	D CALL TO	SOLUTIONS TEAM	
Analyst Na		Analyst: ARAUSCHE			
RAUSCHER				Action Deter Ver	
Action Date: 03/24/2011		Action Time: 15.14.14.29	32	Action Data: Yes	
- ADV CUS VEH CSI NO COST 1 REPAIRS ( IN VEH BU DLR TO BE ASSIST IN LEVEL FOF DO SO ( WOULD LIF	M ADV CUST THA TO CUST AS A GO DUTSIDE OF BTB T DLR IS GIVING ABLE TO THE 09 THE SALES SIDE R OPTIONS CU CSM ADV THAT S KE THIS TO BE AI	TIME FMC IS UNABLE TO HO AT SHE WOULD LIKE TO PRO DODWILL GESTURE TO PRO ARE NECESSARY CUST / CUST 3.9% RATE NOT HIS 0 % RATE FOR THE NEW VEH WITH DLR AND THAT CUST IST WANTS FMC TO INTERVI SHE WOULD EMAIL ESP BRO	DNOR HIS REQU DVIDE CUST W DVIDE FUTURE ADV THAT HE H % FINANCING CSM ADV C CAN CONTINU ENE AND FIX T CHURE TO CU CUST THAT CS	BER AND THAT CALL IS BEING RECORDED UEST TO REPURCHASE OR REPLACE HIS ITH PREMIUMCARE 5/75 ESP FOR VEH AT FINANCIAL PEACE OF MIND IF FUTURE HAS BEEN WORKING WITH DLR ON TRADING THAT HE CURRENTLY HAS CUST WANTS UST THAT SHE IS UNABLE TO CONTROL OR JE TO NEGOTIATE WITH DLR AT A MNGT THIS CSM ADV THAT SHE IS UNABLE TO IST SO HE CAN REVIEW AND SEE IF HE SM WILL F/U WITH CUST ON MONDAY	
	Data Element		Data V	/alue	
	DATE OF FOLL	.ow up: ow up (HH:MM):	03-28- 19:30	2011	
Odometer: Analyst Na RAUSCHE	me:	CUSTOMER Analyst: ARAUSCHE Action Time: 14.11.52.453		Action Data: Yes	
Action Dat	e: 03/28/2011				
		LEFT MESS	SAGE ON VM	- ADV CUST OF CASE NUMBER AND CSM	
CONTAC T ADV CU	OBC TO CUST A INFORMATION ST TO CONTACT	- ADV CUST THAT CSM WAS CSM AT HIS CONVENIENCE	FOLLOWING U	UP REGARDING THE ESP CSM ADV CUST ON SM WILL F/U WITH CUST AGAIN ON WED 3-30-	
CONTAC T ADV CU	INFORMATION	CSM AT HIS CONVENIENCE	FOLLOWING U	SM WILL F/U WITH CUST AGAIN ON WED 3-30-	
CONTAC T ADV CU	INFORMATION ST TO CONTACT Data Element M DATE OF FOLL	CSM AT HIS CONVENIENCE	FOLLOWING U AND THAT CS	SM WILL F/U WITH CUST AGAIN ON WED 3-30- /alue	
CONTAC T ADV CU 2011	INFORMATION ST TO CONTACT Data Element M  DATE OF FOLL TIME OF FOLL	CSM AT HIS CONVENIENCE	FOLLOWING U AND THAT CS Data V 	SM WILL F/U WITH CUST AGAIN ON WED 3-30- /alue 2011	
CONTAC T ADV CU 2011 Action: DC	Data Element M Data Element M DATE OF FOLL TIME OF FOLL	CSM AT HIS CONVENIENCE	5 FOLLOWING U 2 AND THAT CS Data V  03-30 19:30	SM WILL F/U WITH CUST AGAIN ON WED 3-30- /alue	
CONTAC T ADV CU 2011 Action: DO Dealer: 075 Odometer:	INFORMATION	CSM AT HIS CONVENIENCE	5 FOLLOWING U 2 AND THAT CS Data V  03-30 19:30	SM WILL F/U WITH CUST AGAIN ON WED 3-30- /alue 2011 Origin Desc: CUSTOMER CARE	
CONTAC T ADV CU 2011 Action: DO	INFORMATION	CSM AT HIS CONVENIENCE Name .OW UP: OW UP (HH:MM): ONAL INFORMATION AN'S SCHAUMBURG FORD Comm Type: OUTBOUN	5 FOLLOWING U 2 AND THAT CS Data V  03-30 19:30	SM WILL F/U WITH CUST AGAIN ON WED 3-30- /alue 2011 Origin Desc: CUSTOMER CARE	

 $https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=Actio...\ 2/9/2012$ 

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:
 Analyst: ARAUSCHE

 RAUSCHER,AMBER
 Analyst: ARAUSCHE

 Action Date: 04/01/2011
 Action Time: 12.00.07.246

Comments OBC TO CUST AT CONTROL --- 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: TIME OF FOLLOW UP (HH:MM):	 04-08-2011 19:30	

Astiss DOCUMENT		INFORMATION
Action: DOCUMENT	ADDITIONAL	. INFURMATION

Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD

 
 Odometer: 33444 MI
 Comm Type: OUTBOUND CALL TO CUSTOMER
 SOLUTIONS TEAM

 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

Origin Desc: CUSTOMER CARE

Action: ESP ISSUE RESOLVED - CONTRACT NAME/ADDRESS CHANGE PROCESSDealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORDOrigin Desc: DEALEROdometer: 33444 MIComm Type: OTHERAnalyst Name: KERRY COAnalyst: K-COX17Action Date: 04/02/2011Action Time: 12.46.02.350Action Data: No

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=Actio... 2/9/2012

### Comments APPEARS TO BE HANDLED BY ESP OFFERING

Action: CONCERN ADDRESSED Dealer: 07522 BOB ROHRMAN'S SCHAUMBURG FORD Origin Desc: CUSTOMER CARE SOLU	UTIONS 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
CLP FINANCIAL ASSIST PROVIDED? (Y/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

All Action Details for Issue

					Print
VIN: 3FAHP0HA8AR	Year: 20		Model: FUSION	Case:	
Name:	Owner S	Status: Original	WSD: 2009-09-19		
Symptom Desc: Reason Desc: MARKETING-PUBLIC PRI Issue Type: 01 INQUIRY		ESSORY atus: CLOSED	Primary Phone: Secondary Phone	:	
Action: PUBLIC-PRIVATE OFFER		PERFECTIVE CARAGENETICS CONTRACTOR AND A CO		Information on constants with a constant of the second	1
Dealer:			Origin Desc: MANU	IAL - PHONE CSR	2
Odometer: 33444 MI	Comm Typ	e: PHONE	-		
Analyst Name: MCMANUS , PATRICIA	Analyst: Pl				
Action Date: 03/22/2011	Action Tim	e: 14.46.02.363	Action Data: Yes		
Comments CRC ADVISED: =NO FLAGS	=CALL EXCLUD	ED			
Data Element Name		Data Value			
GENERAL REASON FOR C	RC CONTACT:	FINANCIAL ASS			
PUBLIC-PRIVATE OFFER	ACTIONS:	CUSTOMER NO	T INTERESTED AT TH	HIS TIME	

### All Action Details for Issue



#### Server: AWS Prod Claims loaded through: 08-FEB-2012

# **Vehicle Information Report**

#### GENERAL VEHICLE INFORMATION:

#### 3FAHP0HA8AR VIN: Model Year: 2010 Vehicle Type: C ٠ Inv. Dealer: 800 Vehicle Status Code: F - FORD Market Derived:

AR	Vehicle Line WERS:	C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-12]
	Vehicle Line AWS:	DE - FUSION
	Vehicle Line Global:	DE - FUSION (LESS HYBRID) (NA-HSAP)
	Drive Code:	C/A - 2 WHL L/H FRONT DRIVE
	Body Cab Style:	C/FA - 4 DOOR SEDAN-4 LITE
	Version/Series:	• - [N/A]

Engine:	C/SB - 2.5L DOHC PFI 170HP DURATEC HE
Global Engine:	E0617 - DURATEC-HE GAS I4 (NON-GTDI) - CH1
Engine Plant:	EN06 - CHIHUAHUA GAS
Transmission:	C/C1 - 6 SPD MAN TRANS MAZDA G6M
Global Trans:	M1526 - MT - MAZDA G5M/G6M - MAZDA
Trans Plant:	MT15 - M/T MAZDA

#### BUILD INFORMATION:

Country Built: MEX - MEXICO

Region Built: NA - NORTH AMERICA Assembly Plant: A3 - HERMOSILLO PLANT BUILD Production Date: 26-AUG-2009

Vehicle Load Date: 28-AUG-2009

(Related Claims) (QLS Concerns)

#### 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:

POHAR199091TR 3 B F 2 23G1241 GG E 6 7D U J 2FF SHB 341B092 2 UJ DW DA3FARS 9 N 201A A6IL

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]
Aile Ratio:	EGAPR + 4.388 FINAL DRIVE RATIO	Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Radio:	PA - SINGLE CD/MP3 RADIO
Azle Type:	• - [N/A]	Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Sound System:	BA - STANDARD AUDIO (BASÉ)
Battery Amp Rating:	•	Fuel Type Engine:	G - Gas	Tire Manufacturer:	AJ - MICHELIN
Brake Code:	• - [N/A]	GVW Class Code:	н	Tire Brand:	ØADECX - 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(Psngr Side):	AD - PASS POWER CONVEX MIRROR		
Construction of the construction			CONTRACTOR AND AND A MARK AND A	2 M 1	F 1

#### TRACEABILITY INFORMATION

http://www.quality.ford.com/aws/cgi-bin/jlu/vehinfo.pl

Trace Commodity	Trace Full Number
DA - DRIVER AIRBAG	NDR0907250445
DSC - DRIVER SIDE AIR CURTAIN	LRL0908050026
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:**

ECD INEC	DMATION.	EMISSIONS INFORMATION	J
a contract a constant definition of a factor of a			
SPARE:	UYMP_ABC2609	DOT Plant Manufacturer:	M3 - MICHELIN NORTH AMERICA ; INC. , GREENVILLE ; SOUTH CAROLINA
LI:	•	RI:	•
LR:	M30ADECX3009	RR:	M30ADECX3009
LF:	M30ADECX3009	RF:	M30ADECX3009

#### ESP INFORMATION: ESP Code: ESP Coverage(Miles): ESP Coverage(Time): ESP Pins Year: ESP Signature Date:

	EMISSIONS	<b>INFORMATION:</b>
*	Emission Code:	
	E-design Cost Trans.	

Emission Cert Type:
Emission Decal Suffix:
Engine Family:

DGAAB - 49 STATE/NON GREEN STATE REQ. TCA AFMXV025VEF - 2010 2.5L FUSION MILAN

### Any comments? You can contact



213377

### 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	TI	s wcc	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	ссс	CD
3FAHP0HA8AR	DE	C/DE	F	C/FA	•	C/A	A3	C/CI	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	ı	2E03	9L8Z	9E926	A	F04	S11	V40	DI3	42
AWS Claim Key:	43416	Doc #:	20752	8A	Trx Cod	e:	S07	Labor H	lrs:	2	Labor (	ost:	210	М	aterial (	Cost:	179.15	Total	Cost:	389.15			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM			Ph:	847-605	0800	St: IL	Ctry Cd:	USA	Reg Co	1:	NA	Repr	Date:01-0	OCT-20	09	DIST(M	i <b>le)</b> :76	4	
Cust Comments:	CUST RI	EPORTS	WREN	CH WAR	NING LIC	HT ON E	NG VIBR	ATION . 1	ACK C	F PWR													
Tech Comments:	OASIS, F	PERFORM	MED P	IN POINT	TESTS. F	PERFORM	ED PID D	ATA MO	NITER	RECORE	D TESTS.	INT. PERFO MONITEREE REPLACING	D TPI AI	ND '	TP2. FO								
3FAHP0HA8AR	DE	C/DE	F	C/FA	•	C/A	A3	C/CI	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	1	7S07	•	14290	•	F02	S10	V87	H22	46
AWS Claim Key:	44236	Doc #:	20774	7A	Trx Cod	e:	S07	Labor H	lrs:	1.5	Labor C	ost:	157.5	М	aterial (	Cost:	0	Total	Cost:	157.5			
Dir Cd-Sub Cd:	07522-*	Name:		NOHRM			Ph:	847-605	0800	St: IL	Ctry Cd:	USA	Reg Co	l:	NA	Repr	Date:07-0	DCT-20	09	DIST(M	ile):99	5	
Cust Comments:					MPH POW K TO NOI				AND TH	RACTION	N CONTR	OL LIGHT C	AME OI	NC	S AT A	RED LI	GHT TUE	RNED	VEH OI	FF AND			
Tech Comments:	PERFOR	MED PI	N POIN	T TEST	DIAG. PEF	FORMER	PID DAT	A MONI	TER RE	CORD T	ESTS. MO	MPLAINT, PI DNITERED S (N) TO BE SH	TEEING	Wł	IEEL A	NGLE P	IDS. FOL	JND S1	EERIN		E		
3FAHP0HA8AF	DE	C/DE	F	С/ГА	*	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 #:	20774	7C	Trx Cod	e:	TAP1	Labor H	lrs:	0	Labor C	ost:	0	М	aterial (	Cost:	0	Total	Cost:	28			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM			Ph:	847-605	0800	St: IL	Ctry Cd:	USA	Reg Co	1:	NA	Repr	Date:07-(	XCT-20	09	DIST(M	ile):99	5	
Cust Comments: Tech Comments:	CUST RI 995 ACE	•	S ALTI	ERNATE	TRANSPO	ORTATIO	N																

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2010&vin\_cd=3FAHP0HA8AR

3FAHP0HA8AF	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:	136920	Doc #:	2112	35A	Trx Co	de:	1	Labor l	Hrs:	3 5	Labor (	ost:	367.5	M	aterial (	Cost:	1752.26	Total	Cost:	2119.76			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	AN'S RG FORD		Ph:	847-605	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:04	JAN-20	10	DIST(M	lile):62-	49	
Cust Comments:							E DRIVIN EEL HAS I		WHEN	STEERIN	√G LOSE	ACCURED	CSUTON	AER I	HAD N	O CON	FROL AN	ID HIT	CURB	ON RIGH	IT		
Tech Comments:	FRONT	WHEEL	PERF	ORMED	STEERIN	G DIAG. F	ULLED D	TC CODI	ES C127	7,C1963,	AND U00	ED DAMMA 28:08. CON R STEERIN	TACTED	D HO	<b>FLINE</b>	CONTA	CT#103 :	531 056					
3FAHP0HA8AR	DE	C/DE	F	C/FA	Contraction contraction	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	4	6Y20		TAPI	•	F09	sxx	V99	A99	82
AWS Claim Key:	129731	Doc #:			Trx Co	dc:	TAPI	Labor l	Hrs:	0	Labor C	ost:	0	Ma	terial (	Cost:	0	Total	Cost:	90			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	AN'S RG FORD		Ph:	847-605	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:04	IAN-20	10	DIST(M	lile):624	49	
Cust Comments: Tech Comments:			-	TS ALTER DAYS, T		RANSPOR	TATION																
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	С	F02	S10	V21	H02	41
AWS Claim Key:	669165	Doc #:			Trx Co	de:	E84	Labor l	Hrs:	2.9	Labor C	ost:	304.5	Ma	terial (	Cost:	248.75	Total	Cost:	553.25			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	AN'S RG FORD		Ph:	847-605	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:02-J	IUN-20	10	DIST(M	lile):130	530	
Cust Comments:						HEEL BR		KS UP O	N ACCE	EL FROM	STOP. FI	ELS BRAK	ES ARE	ON V	VONTI	ROLL B	ACK. AL	.SO CA	N HEA	IR A CLU	NK		
Tech Comments:												T AND REI 355, AFTEF					AR CALIF	PER, RI	EPLAC	E WORN			
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 #:			Trx Co	de:	TAPI	Labor I	Hrs:	0	Labor C	ost:	0	Ma	terial (	Cost:	0	Total	Cost:	58			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	'AN'S RG FORD		Ph:	847-605	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:02-J	UN-20	10	DIST(M	lile):136	30	
Cust Comments: Tech Comments:		-			TRANSF , 2 DAYS,	ORTATIC TAPI	N																
3FAHP0HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	[41092	USA	9	7 <b>M</b> 02	•	14D212	*	F03	S09	V81	A60	42
AWS Claim Key:	677068	Doc #:	2166	53C	Trx Co	de:	E83	Labor I	Hrs:	.6	Labor C	ost:	63	Ma	terial (	Cost:	0	Total	Cost:	63			
Dir Cd-Sub Cd:	07522-*	Name:	BOB	ROHRM	IAN'S		Ph:	847-605	50800	St: IL	Ctry	USA	Reg Co	d:	NA	Repr	Date:02-J	UN-20	10	DIST(M	ile):136	30	

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2010&vin\_cd=3FAHP0HA8AR

2/9/2012

PE14-030 000725LC

Cust Comments: Tech Comments:			ATES	AT TIME		) 1 2 HOUR V M SELF TES												EST LI	EVEL A	ND REC	THECK	6	
3FAHP0HA8AF	I DE	C/DE	F	С/ГА	٠	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	9	<b>7M</b> 0	*	19C157	, +	F03	\$09	V81	A07	42
AWS Claim Key:	669166	Doc #:	2166	53D	Trx Co	ode:	E83	Labor	Hrs:	1.4	Labor C	ost:	147	Ma	terial	Cost:	0	Tota	Cost:	147			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRN AUMBU	IAN'S RG FORI	)	Ph:	847-60	50800	St: IL	Ctry Cd:	UŜĂ	Reg C	d:	NA	Repr	Date:02-	JUN-2	010	DIST(	Mile):13	630	
Cust Comments:					DIO ON M SPEAK	AND WITH	AUX M	ODE ON /	AND WI	TH THE	USB UNP	LUGED, V	OLUME	)N M	AX CL	STOM	ER CAN	HEAR	STATIO	C AND 8	<b>JLEED</b>		
Tech Comments:	INSPEC PASSEL	T FOR S	ATELI RM P	LITE RAI	DIO BLEE TEST, C	ED OVER W ONTACTED TALL NEW	FORD																
3FAHP9HA8AR	DE	C/DE	F	C/FA	*	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	9	7M0	9E5T	19C157	AC	F03	S09	V81	A07	42
AWS Claim Key:	537644	Doc #:	0813	5100	Trx Co	ode:	E83	Labor	Hrs:	0	Labor C	ost;	0	Ma	terial	Cost:	170.22	Tota	l Cost:	170.22			
Dir Cd-Sub Cd:	67803-*	Name:	FOR	D COMP	ONENT S	SALES, LLC	Ph:	•.*		St: MI	Ctry Cd:	USA	Reg C	d:	NA	Repr	Date:03-	JUN-20	010	DIST(	Mile):13	630	
Tech Comments:	Dealer R	O# 2166:	53 187	8# A0472	2779																		
3FAHP0HA8AB	1 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:	1873069	Doc #:	0298	13A	Trx Co	ode:	E83	Labor	Hrs:	.3	Labor C	ost:	28.72	Ma	terial	Cost:	46.98	Tota	Cost:	75.7			
Dir Cd-Sub Cd:	01545-*	Name:	FOX	VALLE	Y FORD,	INC.	Ph:	630-907	73100	St: IL	Ctry Cd:	USA	Reg Co	đ:	NA	Repr	Date:14-	FEB-20	011	DIST(	Mile):31	028	
Cust Comments: Tech Comments:		HORN S CED DEF			PTCHED	)							81.07.1 Curron Don Printered					0. 100 · · · · · ·					
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	A <del>6</del> 0	82
AWS Claim Key:	1879933	Doc #:	0298	13B	Trx Co	ode:	E84	Labor	Hrs:	.2	Labor C	ost:	19.15	Ma	terial (	Cost:	0	Tota	Cost:	19.15			
Dir Cd-Sub Cd:	01545-*	Name:	FOX	VALLE	Y FORD,	INC.	Ph:	630-907	73100	St: IL	Ctry Cd:	USA	Reg Co	<b>i</b> :	NA	Repr	Date: 14-	FEB-20	011	DIST(	Mile):31(	J28	
Cust Comments: Tech Comments:		radio i E to du		<i>,</i>	THIS TIM	E NO CODE	S CHEC	k hotli	NE THE	Y SAY N	IECESSAI	RY TO DIA	gnose v	HILI	E IT IS	HAPPE	ENING			William 1. Knowlead			
3FAHP0HA8AR	) De	C/DE	F	C/FA		C/A	A3	C/CI	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	18	<b>7</b> G01	AE5Z	19805	с	F07	S08	V79	C09	42
AWS Claim Key:	1873070	Doc #:	0298	13C	Trx Co	ode:	E83	Labor	Hrs:	.3	Labor C Ctry	ost:	28.72	Ma	terial (	Cost:	76,95	Tota	Cost:	105.67			

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2010&vin\_cd=3FAHP0HA8AR

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Dir Cd-Sub Cd: Cust Comments: Tech Comments:	BLOWE	R HEAT	ER FAI	N SCREE	y Ford. Eching Motor		Ph:	630-90	73100	St: IL	Cd:	USA	Reg C	d:	NA	Rep	r Date:14	-FEB-2	011	DIST(N	Mile):310	28	
3FAHP0HA8AR	I DE	C/DE	F	С/F <b>A</b>	٠	C/A	A3	C/CI	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	18	2G04	•	DIAG	*	F04	SH	V29	E29 42	!
AWS Claim Key:	2017327	Doc #:	22759	95A	Trx Co	de:	E84	Labor	Hrs:	.7	Labor (	lost:	78.02	Ma	aterial	Cost:	0	Tota	l Cost:	78.02			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	IAN'S RG FORD	,	Ph:	847-60	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Rep	Date:09	-MAR-2	2011	DIST(N	file):320	45	
Cust Comments: Tech Comments:												HT RPM N ORM EVAP				CT DIR	T ON FII	LER N	ECK SE	EAL.			
3FAHP0HA8AR	DE	C/DE	F	C/FA	•	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	20	5E01	AE5	Z 2A815	с	F02	\$10	V21	N17 69	,
AWS Claim Key:	<u>2191319</u>	Doc #:	2292	17C	Trx Co	de:	E84	Labor	Hrs:	2	Labor (	Cost:	222,92	Ma	aterial	Cost:	154,44	Tota	l Cost:	527.36			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM AUMBUI	IAN'S RG FORL	,	Ph:	847-60	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:13	-APR-2	011	DIST(N	file):353	79	
Cust Comments:	PLEASE	INSPEC	T REA	R BRAK	ES C S B	RAKES W	HERE REI	PLACED	SEE HIS	STORY C	S CLUN	KING NOISI	EFROM	RIGH	IT REA	R							
Tech Comments:	FOUND	PARKIN	IG BRA	<b>AKE CAE</b>	BLE STIC		JSING PRI	EMATUR	RE BRAK	E WEAF	R, REPLA	ES PADS RE CED PARKI EST.											
3FAHP0HA8AR	DE	C/DE	F	C/FA	•	C/A	A3	C/C1	C/SB	26- AUG- 2009	19-SEP- 2009	141092	USA	20	5513	*	9034	•	F04	SI1	V29	E29 49	
AWS Claim Key:	2178287	Doc #:	2292	17A	Trx Co	de:	S07	Labor	Hrs:	.5	Labor C	Cost:	55,73	Ma	terial	Cost:	0	Tota	I Cost:	55.73			
Dir Cd-Sub Cd:	07522-*	Name:		ROHRM	IAN'S RG FORE	)	Ph:	847-60	50800	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:13	-APR-2	011	DIST(N	<b>(ile):3</b> 53	79	
Cust Comments:	C S CHE	CK ENC	JINE LI	IGHT GO	DES ON A	ND OFF S	EE HISTO	RY PLEA	ASE INS	PECT AN	id advu	SE											
Tech Comments:	EVAP TI	EST ANI	D TEST	FAILE	OAT 016		ED CAPLE					IDTC. RAN EA W SRA I											
3FAHP0HA8AR	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	N[1 42	
AWS Claim Key:	<u>2706684</u>	Doc #:	03500	64A	Trx Co	de:	0995D	Labor	Hrs:	2,9	Labor C	ost:	286.49	Ma	terial	Cost:	536.05	Tota	l Cost:	980.37			
Dir Cd-Sub Cd:	01545-*	Name:	FOX	VALLEY	Y FORD,	INC.	Ph:	630-90	73100	St: IL	Ctry Cd:	USA	Reg Co	d:	NA	Repr	Date:14	JUL-20	011	DIST(N	1ile):424	75	
Cust Comments:	CHECK	BUZZ W	HINE	FROM A	LTERNA	TOR ARE	A																
Tech Comments:	NO ABN	ORMAL	L SENS	ATION I	FELT. INS	STALL AL	T. TEST W	ATH CUS	STOMEF	. GROW	L LIKE N	ISE TO ALT OISE HEAR ACESS, REF	D SOFTI	LY, L	ISED S	TETH/	ASCOPE	AGAIN	, COM	MING FR			

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2010&vin\_cd=3FAHP0HA8AR199091 2/9/2012

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### Any comments? You can contact

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Rpt. Analysis Home R	eport Mgmt Primary	Report Mgmt Query GCQIS Report Ani	Report Mgmt alysis	Indicat	or Summary	Help Exit
		Report Summ Report 1 of 5 Query Name: REPORT F	-			
Folder N	lumber:	File Report To This Folder	File Report To A	Folder Exists	in Folder(s)	
	Add Comments Previo	ous Next Save Mai	l Report	1	Download Options	
Report Deta	il Section : View Details		Attachmen	<u>ts</u> : 0		
Report# : CCRG/EPRC		Reviewed Statu	s:	Received: Date:	10/01/2009	
Vehicle:	2010,FUSION ,S DOOR ,SEDAN ,			Build Date:	08/26/2009	
Odometer :	764 M	Engine:	2.5L DOHC	Calibration:	ADE2F40A	
Transmissio	on: 6SPD G6M	Axle:	4.388 FDR	A/C:	YES	
Dealer:	USA 07522 Bob	Rohrman's Schaumburg	Ford	Phone#:	(847) 605- 0800	
City: Originator:	Schaumburg ANTHONY CURC	State:	Illinois	Country :	USA	
Symptom: Status:	2 27 Q 00 AID/I	NFO,WNG IND/MESS/C,E	NGINE IMAGE,UN	KNOWN		
VFG:	V29 CHECK ENG	INE LIGHT				
Additional Symptom:	WRENCH LIGHT	NO CODES				
Fix:	Causal Compor	ient :				
Condition C	ode:					
Hotliner:	MSCHMILL	Phone:	Regn Cd: Gi	l Chicago		
Engineerin	ng:	Phone:		TAR:		
Dir Contac	t: ANTHONY CURCIO	Phone:	000 000-0000	Title	e Cde: ⊤	

https://www.gcqis.dealerconnection.com/gcqis/asp/ReportSummaryMain.asp?pageName=INDSUMMAINF

KOEO:

### KOEC:

KOER:

### Comments:

REPAIR 10/01/2009 03:20PM MSCHMILL

WEB FORM DATA - CONCERN: VEHICLE HAS WRENCH LIGHT ON INTERMITIANTLY 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.
- RECOMM10/01/2009 03:59PM SALAH TEKKO MSS FCSD TECH SVC HOTLINEANTHONY, BASED ON THE INFORMATION GIVEN AND TESTS PERFORMED RECOMMEND:<br/>-PERFORM A TP SENSOR SWEEP TEST WHILE MONITORING PIDS TP 1 AND TP 2.<br/>-VERIFY VREF AT THE TP SENSOR, LOAD TEST THE TP SENSOR SIGNAL<br/>CIRCUITS WHILE WIGGLE TESTING AND REPAIR AS NECESSARY. -IF ALL OK<br/>INSPECT FOR ANY PINFIT CONCERNS AT THE TP SENSOR AND AT THE PCM. -IF

AUDIT	07/02/2011 11:55	TP SENSOR AND CONNECTOR AND RETEST. AM CHANGED TO 2 27 Q 00 BY CS012093	Download Options
Folde	er Number: Add Comments	File Report To This Folder     File Report To A Folder     Ex       Previous     Next     Save     Mail Report	(ists in Folder(s)
<b>Requester:</b> RHERRO1 Report Summary <b>Server:</b> ECCWS686	.1	Ford Proprietary, Private	9-Feb-2012 <b>Retention:</b> None

Rpt. Analysis Home Report M	Igmt Primary F	Report Mgmt Query GCQIS Report Ana	Report Mgmt alysis	Indicat	or Summary	Help	Exit
	Qu	Report Summa Report 2 of 5 Nery Name: REPORT R	-				
Folder Numbe		File Report To This Folder	File Report To A	A Folder Exists	in Folder(s)		
_	dd Comments Previous	Next Save Mai	Report	i	Download Options		
Report Detail Sec	tion: View Details		<u>Attachmen</u>	<u>ts</u> : 0			
Report# : CCRG/EPRC:		Reviewed Statu	s:	Received: Date:	10/07/2009		
Vehicle:	, 2010,FUSION ,SE , DOOR ,SEDAN ,3FA			Build Date:	08/26/2009		
Odometer :	995 M	Engine:	2.5L DOHC	Calibration:	ADE2F40A		
Transmission:	6SPD G6M	Axle:	4.388 FDR	A/C:	YES		
Dealer:	USA 07522 Bob Rol	nrman's Schaumburg I	Ford	Phone#:	(847) 605- 0800		
City: Originator: Symptom: Status:	Schaumburg ANTHONY CURCIO 6 62 4 28 SP/ST/RI	State: D,STEER/STER WHL,PE	Illinois RFORMANCE,EX	Country :	USA		
VFG:	V87 STEERING						
Additional Symptom:	POWER STEERING	INOP					
Fix:	Causal Componer	nt:					
Condition Code:							
Hotliner: EDERY	/	Phone:	Regn Cd: G1 C	nicago			
Engineering:		Phone:		TAR:			
Dir Contact: AN	THONY CURCIO	Phone: (	000 000-0000	Title	e Cde: T		

https://www.gcqis.dealerconnection.com/gcqis/asp/ReportSummaryMain.asp?pageName=INDSUMMAINF

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 REPLACEMEN	T. IF A RUB THROUGH	IS FOUND,
	REPAIR AS NECESSA	RY AND REPOSITION AWAY FRO	M ANY CONTACT.	
AUDIT	07/02/2011 11:55	АМ		
	SYMPTOM 3 03 1 50	CHANGED TO 6 62 4 28 BY CS0	12093	Download Options
Fold	er Number:	File Report To This Folder	File Report To A Folder	Exists in Folder(s)
	<b>Add Comments</b>	Previous Next Save Mai	Report	
<ol> <li>O. K. M. S. Samuel and Material Conditional Application of the second sec</li></ol>	a	en e	a tanat aka a tanan ya sa a a a a a a a a a a a a a a a a a	A - CCCP CLECKAR moders and doubles
Requester: RHERRO	11			9-Feb-2012
Report Summary		Ford Proprieta	y, Private	Retention: None
Server: ECCWS686				

Rpt. Analysis Home Repo	rt Mgmt Primary	Report Mgmt Query GCQIS Report Ani	Report Mgmt alysis	Indicat	tor Summary	Help Exit
		Report Summ Report 3 of 5	-			
		Query Name: REPORT F File Report To This Folder	File Report To A F	oldor Evicto	in Foldor(c)	
Folder Nun						
	Add Comments Prev	ious Next Save Mai	l Report		Download Options	•
Report Detail S	Section: View Detai	ls	Attachments	: 0		
Report# :		l	F	eceived:	01/04/2010	
CCRG/EPRC:		Reviewed Statu	is: D	ate:		
Vehicle:	2010,FUSION , DOOR ,SEDAN	SE ,4 ,3FAHP0HA8AR	B	uild Date:	08/26/2009	
Odometer :	6,249 M	Engine:	2.5L C	alibration:	ADE2F40A	
Transmission:	6SPD G6M	Axle:	4.388 A FDR A	/C:	YES	
Dealer:	USA 07522 Bob	Rohrman's Schaumburg	Ford P	hone#:	(847) 605- 0800	
City: Originator: Symptom: Status:	Schaumburg ANTHONY CUR 6 62 4 28 SP/S	State: CIO T/RD,STEER/STER WHL,PB		Sountry :	USA	
VFG:	V87 STEERING					
Additional Symptom:	MEMORY C127	7 U0415				
Fix:	Causal Compo	onent :				
Condition Code	2:					
Hotliner: BK	UMMLER .	Phone: 313 317-7076 Res		egn Cd: G1 Chicago		
Engineering:		Phone:	Phone: TAR:			
Dir Contact:	ANTHONY CURCIO	Phone:	000 000-000	Titl	e Cde: T	

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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 Download Options File Report To A Folder Exists in Folder(s) File Report To This Folder Folder Number: Add Comments Previous Next Save Mail Report Requester: RHERRO11 9-Feb-2012 Report Summary Ford Proprietary, Private Retention: None Server: ECCWS686

https://www.gcqis.dealerconnection.com/gcqis/asp/ReportSummaryMain.asp?pageName=INDSUMMAINF

PE14-030 000736LC

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Report# :				Received:	06/02/2010		
CCRG/EPRC:		Reviewed Statu	s:	Date:			
Vehicle:	, 2010,FUSION DOOR ,SEDAN	SE ,4 ,3FAHP0HA8AR		Build Date:	08/26/2009		
Odometer :	13,630 M	Engine:	2.5L DOHC	Calibration:	ADE2F40A		
Transmission	: 6SPD G6M	Axle:	4.388 FDR	A/C:	YES		
Dealer:	USA 07522 Bol	Rohrman's Schaumburg	Ford	Phone#:	(847) 605- 0800		
City:	Schaumburg	State:	Illinois	Country :	USA		
Originator:	ERIC GRAUNKE						
Symptom: Status:	2 21 0 00 AID/	INFO,SYNC,UNKNOWN,UN	KNOWN				
VFG:	V81 ENTERTAI	NMENT & COMMUNICATIO	N				
Additional Symptom:	BLEED THROUG	SH					
Fix:	Causal Compo	onent :					
Condition Cod	le:						
Hotliner: Bi	KUMMLER	Phone: 313 317-7076	076 <b>Regn Cd:</b> G1 Chicago		cago		
Engineering	<b>;</b> :	Phone:	Phone: TAR:				
Dir Contact:	ERIC GRAUNKE	<b>Phone:</b> 00	0 000-0000	Title	Cde: T		

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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 10:57A	м			
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	a e commencia e 1942 - Maria A	s and a second provide the second			
Requester: RHERRO1	1			9-Feb-2012	
Report Summary Server: FCWS686		Ford Propri	etary, Private	Retention: None	

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Report De	tail Section : View Details	5	Attachment	<u>s</u> : 0			
Report# :				Received:	02/16/2011		
CCRG/EPR	2C:	Reviewed Statu	IS:	Date:			
Vehicle:	2010,FUSION ,S DOOR ,SEDAN ,			Build Date:	08/26/2009		
Odometer	: 35,379 M	Engine:	2.5L DOHC	Calibration:	ADE2F40A		
Transmiss	ion: 6SPD G6M	Axle:	4.388 FDR	A/C:	YES		
Dealer:	USA 07522 Bob	Rohrman's Schaumburg	Ford	Phone#:	(847) 605- 0800		
City: Originator Symptom:		State:		Country :	USA		
Status:	1 12 0 50 0011	, 2111, 10010,011 2221 27					
VFG:	V81 ENTERTAIN	MENT & COMMUNICATIO	N				
Additional Symptom:		RROR					
Fix:	Causal Compo	nent :					
Condition	Code:						
Hotliner	JTAYL466	Phone:	Regn Cd: G1	Chicago			
Engineer	ring:	Phone:		TAR:			
Dir Conta	act: JOE CASCIO	<b>Phone:</b> 630 9	07-3100	Title	Cde: ⊤		

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

	CONCERN BEFORE PERFOR CONCERN IS PRESENT PER CODES. IF ANY CODES AR SECTION 415-00 FOR FUR	TIME, THEN WE WILL NEED TO DUP RMING ANY FURTHER REPAIR ATTEM RFORM A SELF TEST ON THE APIM A RE PRESENT THEN REFER TO THE DT THER DIAGNOSTICS. IF FURTHER A ING THIS CONCERN THEN PLEASE U VED AND ALL DTC'S.	IPTS. WHEN THE ND RETRIEVE ALL C CHART IN WSM SSISTANCE IS	ГН			
AUDIT		RICHARD JANOVICH MSS - FCSD · NGED TO 35379 M BY RJANOVIC	TECH SVC HOTLINI	E			
AUDIT	07/02/2011 11:03AM SYMPTOM 2 07 3 36 CHAN Folder Number: Add Comments Prev	NGED TO 1 12 D 38 BY CS012093 File Report To This Folder vious Next Save Mail Report	File Report To A Folder	Download Options			
<b>Requester:</b> RHERRO1 Report Summary <b>Server:</b> FCWS686		Ford Proprietary, Privat		9-Feb-2012 <b>Retention:</b> None			
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	OPTIONAL EQUIPMENT 99A .2.5L 14 ENGINE 446 .6-SPEED MANUAL TR T7D .P225/50R17 V-RATE JOB #2 ORDER	ANSMISSION	NC NC	N N	000		
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ct the final cost of the vehicle	e in view of the possibility of future	e rebates, allowance	es, discou	unts and incen	tive awards from I	Ford Motor Compan	y to the dealer.
an's Schaumbur	rg Ford 41B092						
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This Invoice may not reflect Sold to Bob Rohrma 815 E. Gol Schaumburg

Ship to (if other than above)

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7he Bob Rohrman Auto Group

701 SACAMORE PARKWAY SOUTH • LAFAYETTE, IN 47905 Main Concep Phome: 765-448-1000

INDIANA Lafeyette

Bob Rohrman Toyola Bob Rohrman Hondia Bob Rohrman Misubishi Bob Rohrman Misubishi Bob Rohrman Hyundai Bob Rohrman Suzuki Salum of Lafayette 765/448-1000

Bob Rohman Subaru 765/449-8100 Bob Rohman Lincoln-Mercury-Kia 765/448-1502

Bob Rohman 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 Hyùndai, Isuzu, Suzuki 317/885-1000

Bob Rohman Indy Used Car & Truck Superstore 317/613-7000

ILLINOIS Gumee Motors 847/249-1300

Schaumburg Honda Automobiles 847/884-6632

Arlington Acura in Palatine 847/991-9000

Arlington Kla 847/202-3900

Arlington Lexus in Palatine 847/991-0444

Arlington Nissan in Buffaio Grove 847/590-6100

Libertyville Mitsubishi 847/816-6660 Saturn of Libertyville

847/362-6600

Saturn of Guimee 847/360-5000

Kia of Waukegan 847/782-9400

Oakbrook Toyula 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 purchased on or about September 19, 2009. The purchaser

of Schaumburg, Il

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 concerns.

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Respectfully,

A

Mark J. Battistà, Director and LC O. APO CONTINUES I Bob Rohrman Auto Group Contra Contra Contra Contra Enclosure

www.v.roh:man.com

A member of the Bob Rohman Auto Group

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: Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by **Sectors** of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR 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 the sale of the properties and the contracts be revoked/rescinded are unfair acts, in violation of the Consumer Fraud Act. On a prior occasion, when **Section 1** 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.

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.

ų,

ł:

Sincerely yours,

Norman H. Lehrer

NHL.mh cc: client

PE14-030 000746LC

Bob Ruhrman Auto BROUD 155 W Higgins Hoffman Estates IL



Chief Legal COUNCIL FORD Motore Company 208 South Lasalle St Suite 814 Chicago IC 60604

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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: v. Bob Rohrman's Schaumburg Ford, Ford Motor Company, and Ford Motor Credit Company LLC

Dear Sir/Madam:

This firm has been retained by **Sector 19** of North Aurora, Illinois, concerning his purchase on September 19, 2009 of a new 2010 Ford Fusion, VIN # 3FAHP0HA8AR **Sector**. 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 section, 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 section 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.

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

Case5:14-cv-02989-LHK Document15 Filed09/08/14 Page1 of 108 X945 404 Adam J. Levitt (to be admitted pro hac vice) Roland Tellis (SBN 186269) 1 rtellis@baronbudd.com alevitt@gelaw.com John E. Tangren (to be admitted pro hac vice Mark Pifko (SBN 228412) 2 jtangren@gelaw.com mpifko@baronbudd.com Isaac Miller (SBN 266459) **GRANT & EISENHOFER P.A.** 3 imiller@baronbudd.com 30 North LaSalle Street, Suite 1200 4 BARON & BUDD, P.C. Chicago, Illinois 60602 15910 Ventura Boulevard, Suite 1600 Telephone: (312) 214-0000 5 Facsimile: (312) 214-0001 Encino, California 91436 Telephone: (818) 839-2333 6 Facsimile: (818) 986-9698 7 Niall A. Paul (to be admitted pro hac vice) Justin S. Brooks (to be admitted pro hac vice) 8 npaul@spilmanlaw.com jbrooks@gelaw.com SPILMAN THOMAS & BATTLE, PLLC GRANT & EISENHOFER P.A. 9 300 Kanawha Boulevard, East (25301) 123 Justison Street 10 Post Office Box 273 Wilmington, Delaware 19801 Telephone: (302) 622-7000 Charleston, West Virginia 25321 11 Telephone: (304) 340-3800 Facsimile: 302) 622-7100 Facsimile: (304) 340-3801 12 Nathan B. Atkinson (to be admitted pro hac vice) 13 natkinson@spilmanlaw.com 14 SPILMAN THOMAS & BATTLE, PLLC 110 Oakwood Drive, Suite 500 15 Winston-Salem, North Carolina 27103 Telephone: (336) 725-4710 16 Facsimile: (336) 725-4476 17 Attorneys for Plaintiffs 18 UNITED STATES DISTRICT COURT 19 NORTHERN DISTRICT OF CALIFORNIA SAN JOSE DIVISION 20 Case No.: 5:14-cv-02989-LHK 21 FIRST AMENDED CLASS ACTION 22 COMPLAINT . AND 23 REBECCA WOLF, individually, and on behalf of all others similarly situated, JURY TRIAL DEMANDED 24 Plaintiffs, 25 VS. 26 FORD MOTOR COMPANY, 27 Defendant. 28 FIRST AMENDED CLASS ACTION COMPLAINT

#### Case5:14-cv-02989-LHK Document15 Filed09/08/14 Page2 of 108

#### Plaintiffs

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(collectively, "Plaintiffs"), individually and on behalf of the other members of the below-defined Nationwide Class and specific statewide classes they each respectively seek to represent (collectively, the "Class," unless otherwise identified herein), for their First Amended Class Action Complaint (the "Complaint") allege against Ford Motor Company ("Defendant" or "Ford"), upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon the investigation made by the undersigned attorneys, as follows:

#### NATURE OF THE CASE

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 materially uniform defective Electronic Power Assisted Steering
 ("EPAS") system.

17 2. The EPAS system in the Defective Vehicles replaces the traditional 18 hydraulic-assist power steering pump and is comprised of a power steering control 19 motor, electronic control unit, torque sensor and steering wheel position sensor. The 20 EPAS system, however, suffers from a systemic defect, characterized by the following 21 problems: (1) seepage of conformal coating into the EPAS system's ribbon cable, which 22 leads to the loss of connections within the EPAS system; (2) misalignment of ribbon 23 cable pins utilized in the EPAS system, which leads to the breakage of critical wiring 24 and the loss of connections within the EPAS system; (3) manufacturing defects in the 25 contact plating used in the EPAS system, which causes corrosion and an interruption in 26 electrical connections within the EPAS system; (4) defects in EPAS system's sensors; 27 and (5) defects in the gear assembly. This defective EPAS system renders the system

Case5:14-cv-02989-LHK Document15 Filed09/08/14 Page3 of 108

prone to sudden and premature failure during ordinary and foreseeable driving
 situations.

3. As a result of the EPAS defects, drivers of the Defective Vehicles
experience significantly increased steering effort and an increased risk of losing control
of their vehicles when the EPAS system fails. Ford has received hundreds of complaints
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.

6. The fact that the EPAS system is prone to premature failure also is material
to consumers because there is no safe alternative way for drivers of the Defective
Vehicles to avoid the risk of potential harm. As a result of Ford's failure to disclose to
consumers and the public at large the material fact that the EPAS system is prone to
premature failure, Ford has recklessly risked the safety of occupants of the Defective
Vehicles and the public at large.

#### Case5:14-cv-02989-LHK Document15 Filed09/08/14 Page4 of 108

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.

8. Ford further stated in its marketing materials that "EPAS is a demonstrative
example of technology that increases fuel economy while enabling innovation to aid
drivers." Ford also advertised its EPAS system as one of several technological
innovations that was "helping drivers stay connected, safer, [and] less stressed." Ford's
marketing materials, including television commercials for some of the Defective
Vehicles, lauded the sensors in the EPAS system, claiming that they achieve steering
"that feels just right" and "helps keep you firmly planted and in control."

9. When Plaintiffs and the other Class members purchased the Defective
Vehicles, they relied on their reasonable expectation that the Vehicles did not pose an
unavoidable safety risk and on affirmative representations from Ford touting the quality
and safety of its vehicles.

10. Had Ford timely disclosed to consumers the material fact that the EPAS
system was prone to sudden failure, Plaintiffs and the other Class members would not
have purchased or leased those vehicles, or would have paid substantially less for the
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.

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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 <i>similar to the Focus</i> issue and had him check the HC BJB main feed and the 100a
13	fuse connections and the tech found the main battery feed 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 fixed.
15	
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 fingertips. Can you tell if the EPAS ribbon cable concern on
20	the Fusion is linked to the Explorer U502 [Ford's Fifth Generation Explorer]? This concern I believe was resolved at
21	the end of Nov. 2011 for the Fusion vehicle line. We are seeing
22	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
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	FIRST AMENDED CLASS ACTION COMPLAINT
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problems for the Fusion vehicle line as evidenced by continued consumer complaints of 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 with the Fusion vehicle line were supposedly addressed. Ford was well aware of these 6 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
system of the Defective Vehicles was ineffective. Indeed, Ford recently recalled other
models with similarly defective EPAS systems. Ford, however, chose to conceal from
its customers the fact that the Defective Vehicles were experiencing similar EPAS
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

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provided information as to the cause of the defect, and that information has been made
 publicly available, but it did not provide public information as to the model, model year,
 and production range by the defect. Instead, it provided additional information in
 Appendix L of its response with a request for confidentiality under separate cover to
 NHTSA's Office of the Chief Counsel under 49 CFR Part 512. This information has not
 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,
and its failure to disclose defects in the EPAS system, owners and lessees of the
Defective Vehicles have suffered losses in money or property for which Ford is
responsible.

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## JURISDICTION AND VENUE

2 25. This Court has subject-matter jurisdiction over this action pursuant to 28
3 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship from Ford,
4 there are more than 100 class members nationwide, and the aggregate claims of the
5 Class exceed \$5,000,000 exclusive of costs and interest.<sup>1</sup>

26. This Court has personal jurisdiction over Ford because Ford's contacts with 6 7 the State of California are systematic, continuous, and sufficient to subject it to personal 8 jurisdiction in this Court. Specifically, Ford purposefully availed itself of the privilege 9 of conducting business in the State of California by advertising and selling its 10 manufactured vehicles (including the Defective Vehicles at issue) within the State of 11 California. Additionally, Ford has maintained systematic and continuous business 12 contacts within the State of California (including with its authorized dealers in the State) 13 and is registered to conduct business in the State.

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 is a resident of Royal Oaks, California, which is in this
District.

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## **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.

<sup>27</sup>
 <sup>1</sup> The 2012 Ford Focus was the top-selling car in the world in 2012. For this model of
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1	PARTIES
2	Plaintiffs
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4	29. Plaintiff ("Plaintiff ") is a citizen of California, and a
5	resident of Royal Oaks, which is in Monterey County, California.
6	30. Plaintiff owns a 2011 Ford Fusion, which he purchased from Salinas
7	Valley Ford in late 2012. At the time Plaintiff purchased the vehicle, it had
8	approximately 26,000 miles on it.
9	31. When Plaintiff purchased his 2011 Ford Fusion, 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	32. Plaintiff reviewed Ford's promotional materials and other
13	information. Had Ford disclosed the EPAS system defects and failures, Plaintiff
14	would have seen such disclosures and would have been aware of them. Indeed, Ford's
15	omissions were material to Plaintiff , and he would not have purchased his 2011
16	Ford Fusion, or would not have paid the purchase price charged had he been aware of
17	the EPAS system defect
18	33. 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 defect, Plaintiff purchased his 2011 Ford Fusion, not knowing
21	that, as sold, it was defective.
22	34. Plaintiff drove his 2011 Ford Fusion in a reasonably foreseeable
23	manner and as it was intended to be used. Nevertheless, in late 2013, Plaintiff
24	began having intermittent problems with the steering system in his Fusion, and he
25	experienced difficulty steering. Plaintiff complained to Ford, but nothing was
26	done. Plaintiff complained again, but he was told that it was a power steering
27	problem that was not covered by the power train warranty. Instead, Plaintiff was
28	9
	FIRST AMENDED CLASS ACTION COMPLAINT

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told that it would cost approximately \$2,000 to fix the problem. Ford offered to pay
 50%.

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35. 4 Plaintiff ") is a citizen of West 5 Virginia, and a resident of Dunbar, which is in Kanawha County, West Virginia. 6 36. Plaintiff 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 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.

38. Plaintiff reviewed Ford's promotional materials and other
information, and had Ford disclosed the EPAS defects and failures, Plaintiff
would have seen such disclosures and would have been aware of them. Indeed, Ford's
omissions were material to Plaintiff
Ford Fusion, or would not have paid the purchase price charged by Ford had he been
aware of the EPAS system defects.

39. 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 defects, Plaintiff purchased his 2013 Ford Fusion, not
knowing that, as sold, it was defective.

21 40. Plaintiff 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 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

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FIRST AMENDED CLASS ACTION COMPLAINT

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the power steering working. He feels fortunate that problems have been limited to his garage so far but worries about a failure on a public road.

4 41. Plaintiff ("Plaintiff Morris") is a citizen of Michigan, and a
5 resident of Pickney, which is in Livingston County, Michigan.

42. Plaintiff owns a 2012 Ford Focus, which he purchased new in 2012
for approximately \$20,000 from Krug Hilltop Ford-Lincoln-Mercury in Howell,
Michigan.

9 43. When Plaintiff 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.

44. Plaintiff reviewed Ford's promotional materials and other
information, and had Ford disclosed the EPAS system defects and failures, Plaintiff
would have seen such disclosures and would have been aware of them. Indeed,

Ford's omissions were material to Plaintiff , and he would not have purchased a
2012 Ford Focus, or would not have paid the purchase price charged by Ford had he
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 purchased his 2012 Ford Focus, not knowing
21 that, as sold, it was defective.

46. Plaintiff drove his 2013 Ford Fusion in a reasonably foreseeable
manner and as it was intended to be used. Nevertheless, Plaintiff vehicle has
had consistent problems with his vehicle steering. Problems were initially occasional,
but the EPAS system now constantly fails. With the power steering frequently failing,
steering the vehicle requires great effort by Plaintiff Plaintiff wishes he

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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.

4 47. Plaintiff ("Plaintiff ("Pla

8 48. When Plaintiff 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.

Plaintiff reviewed Ford's promotional materials and other 11 49. 12 information, and had Ford disclosed the EPAS defects and failures, Plaintiff 13 would have seen such disclosures and would have been aware of them. Indeed, Ford's omissions were material to Plaintiff and a she would not have purchased a 2010 14 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 purchased her 2010 19 Ford Fusion not knowing that, as sold, it was defective.

20 50. Plaintiff drove her 2010 Ford Fusion in a reasonably foreseeable 21 manner and as it was intended to be used. Nevertheless, Plaintiff began 22 experiencing problems with the vehicle's power steering in late 2013. Plaintiff 23 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.

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1 2 51. Plaintiff ("Plaintiff ") is a citizen of Illinois. Plaintiff owns a 2011 Ford Fusion, which he purchased used from 3 52. 4 Tom Peck Ford of Huntley, Illinois in June of 2014. Plaintiff 5 approximately \$10,000 for the vehicle. 53. When Plaintiff Fournier purchased his 2011 Ford Fusion, he reasonably 6 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 Plaintiff reviewed Ford's promotional materials and other 54. information, and had Ford disclosed the EPAS defects and failures, Plaintiff 10 11 would have seen such disclosures and would have been aware of them. Indeed, Ford's omissions were material to Plaintiff and the would not have purchased a 2011 12 Ford Fusion, or would not have paid the purchase price charged by Ford had he been 13 14 aware of the EPAS system defect. 15 Induced by Ford's fraudulent concealment about the EPAS system, which 55. left him without knowledge of the conditions or the lack of value in a vehicle containing 16 the alleged EPAS defects, Plaintiff purchased his 2011 Ford Fusion, not 17 18 knowing that, as sold, it was defective. 19 56. Plaintiff 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 vehicle lost power steering while he was driving. A 22 display light on the dashboard accompanied the power steering loss. Plaintiff 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 , then lodged a complaint with NHTSA and to the Ford Motor wife. Company. The day after made this complaint, Tom Peck Ford called 26 27 Plaintiff and told him they would fix the problem for free. They replaced the 28 13 FIRST AMENDED CLASS ACTION COMPLAINT

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power steering rack, but Plaintiff is concerned that the new power steering rack
 is equally defective and worries that the vehicle remains unsafe to drive. He is
 monitoring the situation closely.

57. Plaintiffs are citizens of Arizona, and residents of Peoria, which is in Maricopa County, Arizona.

58. Plaintiffs own a 2012 Ford Fusion, which they

purchased new at the end of 2011 from Peoria Ford in Peoria, Arizona.

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59. When Plaintiffs purchased their 2012 Ford Fusion, they reasonably expected that the vehicle's steering system would not suffer from

premature failure and that it would not pose an unavoidable safety risk. Plaintiffs

reviewed Ford's promotional materials and other information,

and had Ford disclosed the EPAS defects and failures, Plaintiffs
would have seen such disclosures and would have been aware of them. Indeed, Ford's
omissions were material to Plaintiffs

purchased a 2012 Ford Fusion, or would not have paid the purchase price charged by
Ford had they been aware of the EPAS system defect.

18 60. Induced by Ford's fraudulent concealment about the EPAS system, which19 left them without knowledge of the conditions or the lack of value in a vehicle

20 containing the alleged EPAS defects, Plaintiffs purchased their

21 2012 Ford Fusion, not knowing that, as sold, it was defective.

worries that the 2012 Ford Fusion is not safe to drive.

61. Plaintiffs drove their 2012 Ford Fusion in a
reasonably foreseeable manner, as it was intended to be used. Nevertheless, Plaintiffs
had problems with the vehicle's power steering. Plaintiff
has frequently heard odd noises she believes are coming from the
vehicle's steering, and the power steering once failed while she was driving. She

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#### 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.

8 63. At all times relevant to this action, Ford designed, manufactured, marketed,
9 distributed, and warranted the Defective Vehicles in the State of California and
10 throughout the United States.

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#### **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.

16 65. Among other things, Plaintiffs did not know and could not have known that
17 the Defective Vehicles are equipped with defective EPAS systems that are prone to
18 premature failure, resulting in markedly increased steering effort and loss of driver
19 control.

20 ||

#### 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.

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67. Specifically, Ford has been aware since 2010, if not earlier, that the EPAS
 system it designed, manufactured, and installed in the Defective Vehicles is prone to
 sudden and premature failure, resulting in marked increases to steering effort and loss of
 driver control.

68. Despite its knowledge of these defects, Ford failed to disclose and
concealed, and continues to conceal, this critical information from Plaintiffs and the
other Class members even though, at any point in time, it could have done so through
individual correspondence, media release, or any other means.

9 Ford also has repeatedly and expressly denied the existence of the defects in 69. the Defective Vehicles.<sup>2</sup> Indeed, Class Members have contacted Ford directly before or 10 after complaining to NHTSA regarding the sudden steering failure of their Defective 11 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 by the defect. Despite Ford's receipt of hundreds of complaints, Ford's customer service 14 department told consumers that the incident likely was a "fluke," and refused to provide 15 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.

71. Thus, the running of all applicable statutes of limitation have been
suspended with respect to any claims that Plaintiffs and the other Class members have
sustained as a result of the defects by virtue of the fraudulent concealment doctrine.

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<sup>2</sup> Even with respect to the Ford Explorer, another vehicle with a similarly defective EPAS system that Ford *did* recall at NHTSA's insistence, Steve Kenner – Ford's global 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."

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#### Estoppel

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72. Ford was under a continuous duty to disclose to Plaintiffs and the other 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.

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74. Based on the foregoing, Ford is estopped from relying on any statutes of
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## FACTUAL BACKGROUND

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75. Ford designed, manufactured, distributed, marketed, warranted, sold, and
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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
system have been 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."

78. The many problems customers have had with the Defective Vehicles'
EPAS system contrasts sharply with these public statements. Ford has not been
forthcoming regarding problems with the EPAS system, including failing to disclose the
"corrective" actions it attempted to make to the EPAS.

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17 First Amended Class Action Complaint

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79. In addition to making misleading statements about the safety and efficacy
 of the EPAS system, Ford has also ignored, concealed, and failed to adequately address
 the numerous complaints it has received regarding the Defective Vehicles' steering
 failures. These complaints began almost immediately upon the release of each model of
 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 their way because they can't REPLICATE the issue ... Educate me on how it is NOT a 15 safety issue when said person gets back out on the road, has a failure, and slams their car 16 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."

82. Such customer frustration is not surprising. As described below, the EPAS
system has pervasive underlying defects that Ford is aware of based on its own internal
investigation, direct complaints it received regarding steering failures of the Defective
Vehicles, and numerous complaints submitted to NHTSA (discussed below). It
nonetheless has declined to publicly acknowledge the defects and failed to take adequate
and necessary steps to correct the defects.

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#### **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.

8 84. Ford's EPAS system does away with the conventional hydraulic pistons and
9 pump. Instead, the EPAS system uses an electric, power steering control ("PSC") motor
10 attached to the steering rack which assists with steering. Sensors in the EPAS system
11 detect the position and torque of the steering column, and a computer module applies
12 torque via the PSC motor.

13 Unlike a hydraulic power steering system that continuously drives a 85. hydraulic pump, the efficiency advantage of an EPAS system (if it were properly 14 designed and manufactured) is that it powers the PSC motor only when necessary. 15 16 According to Ford, its EPAS system results in reduced vehicle fuel consumption 17 compared to the same vehicle with a hydraulic power steering system. Moreover, Ford's 18 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 19 to adjust the steering "feel" of the Defective Vehicles. For safety reasons, it is important 20 21 that a failure in the electronics never result in a situation where the PSC motor prevents 22 the driver from steering the vehicle. Unfortunately, however, that is not the case with Ford's Defective Vehicles. 23

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

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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 to a lack of functionality and system failure. *Finally*, the EPAS system suffers from 5 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. 10Ford's Knowledge of Defects in EPAS System Upon information and belief, Ford has long been aware that the EPAS 11 87. 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. Ford's knowledge of problems with the EPAS system in the Defective 14 88. 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: The Office of Defects Investigation (ODI) has received 15 21 complaints alleging loss of power steering assist and increased 22 steering effort in model year 2011 Ford Explorer vehicles equipped with Electric Power Assisted Steering (EPAS). In 23 addition, ODI has identified field reports provided in Ford's Early Warning Reporting data submissions that relate to the 24 alleged defect. Some of the complaints indicated observing a 25 power steering warning message when the failure occurred. In some cases, the condition was corrected by turning the vehicle 26 off and restarting. However, some reports indicate the condition returned after restart. A Preliminary Evaluation has 27 28 20 FIRST AMENDED CLASS ACTION COMPLAINT

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been opened to assess the cause, scope and frequency of the alleged defect.<sup>3</sup>

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90. In Ford's August 29, 2012 response to the NHTSA's Information Request,

Ford describes the operation, and purported failsafes, of the EPAS system:

The power steering control module (PSCM) is the electronic control unit for the EPAS system. The PSCM monitors all sensor inputs and High Speed CAN messages that relate to the EPAS system and directly controls the output of the EPAS motor. The PSCM is self-monitoring and is capable of setting and storing DTCs. Depending on the fault detected, the PSCM responds by either reducing or removing assist, and the PSCM may also send a request to the instrument panel cluster over the High Speed CAN displaying a message and alerting the driver of a potential EPAS concern.

91. Ford further identified three quality issues with components of the EPAS system that could result in a loss of power steering assist.

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92. The first quality issue involved the Ribbon Cable Conformal Coating,
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93. The second quality issue dealt with the Ribbon Cable Pin. Ford detailed
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18 how a misalignment of the Ribbon Cable Pin due to tolerances in the manufacturing
18 equipment could cause one of twelve wires to misalign, which, in turn, would cause one
19 or more of the internal strands within the wire to break, resulting in intermittent loss of
20 connection.

Pinally, Ford revealed that the sulfur used in the cleaning process for the
 Motor Relay Contact Plating could cause corrosion on the contact surface, which, yet
 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

<sup>27</sup>
<sup>3</sup> As discussed below, NHTSA also has received a hundreds of complaints of steering failure for the Defective Vehicles.
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1	reports, liti	gation 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 vehic	les utilizing the defective EPAS System.			
5	96.	Ford's internal documents, produced, but not highlighted during NHTSA's			
6	investigatic	on, 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 Napo	oli writes:			
11		Talked to the tech below and this loss of assist would always			
12		occur in low speed parking lot maneuvers <i>similar to the Focus</i> issue and had him check the HC BJB main feed and the 100a			
13		fuse connections and the tech found the main battery feed 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 fixed.			
15		fixed.			
16	(emphasis a				
17	98.	In March 23, 2012, Mark Robinson of Ford emailed EPAS steering			
18	employee T	Thomas Flanagan the following:			
19		Hi Thomas,			
20		I need your help. You may have this information at your fingertips. Can you tell if the EPAS ribbon cable concern on			
21		the Fusion is linked to the Explorer U502 [Ford's Fifth Generation Explorer]? This concern I believe was resolved at			
22		the end of Nov. 2011 for the Fusion vehicle line. We are seeing concerns on the Explorer U502 EPAS hard to turn			
23		intermittently.			
24	99.	Mr. Flanagan forwarded the email to EPAS Steering Supervisor Matthew			
25	Surella, inq	uiring about the "clean dates" and "corrective dates" of parts of the EPAS			
26	system for	the Fusion line. His email reads as follows:			
27					
28		22			
		FIRST AMENDED CLASS ACTION COMPLAINT			
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1 Matt, See note below. I do not want to respond until I have a good 2 understanding. Laura is out today. Do you know what the clean 3 dates and corrective actions were for the C200D and B3A issues? I know the clean date for B3A is 11/17/11. The email 4 below shows C200D. There were 2, 2012 U502 units. 5 100. The next day, Mr. Surella responded as follows: 6 Eric's chart shows 1/16 but in Bennie F meetings we have been using 1/30 so please use 1/30 as clean date. This is the date for clean parts starting to 7 be used at Fusion assembly plant (HSAP). This is the same date we are 8 using for U502 in Chicago and C346 in MAP. I don't know where they got 9 November??? 101. Although Ford's belated use of "clean parts" did not resolve the problems 10for the Fusion vehicle line by January 2012, as evidenced by continued complaints of 11 power steering failures for later model Fusion and Focus vehicles. 12 March 23, 2013 email indicates that Ford was well aware of ribbon cable defects in early model 13 Ford Fusions that caused power steering failures similar to what it was observing in the 14 15 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 its 16 customers, the public, or upon information and belief, to NHTSA.<sup>4</sup> 17 102. Other internal Ford communications indicate that the engineers responsible 18 19 for the design of the EPAS system were very concerned about failures in Ford's power steering system. 20 21 103. For instance, in a January 21, 2011 e-mail, Robert Mrozek, Electronic Power Steering Supervisor, wrote: 22 1) Why are we replacing these gears? How do you know it is 23 not a wiring issue? Do not replace an intermittent gear until we 24 know 100% for sure it is not wiring. Are these dealers nearby 25 26 <sup>4</sup> 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 27 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. 28 23 FIRST AMENDED CLASS ACTION COMPLAINT

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#### where we can go there to look? 2) WARNING: The world will shit a brick with 4 EPAS claims on U502 and our lives will be hell. ALL these gears need root cause within 48 hours or less.

(emphasis added).

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104. In response to Mrozek's scathing e-mail, Bradley Jackson states:

Rob, I agree. If the word gets out that gear replacements are fixing the concern, we are in trouble. Need to deep dive these gears when they come back.

105. Under pressure from NHTSA, Ford recently issued a recall of Ford Explorers. Ford has publicly acknowledged that the Ford Explorer's EPAS is prone to 8 sudden failure and recently confirmed that it has been aware of the fifteen accidents that were caused by a loss of power steering in the Explorer. 10

106. Ford's global director of automotive safety, Steve Kenner, nonetheless 11 publicly maintains "that loss of power steering assist in the subject vehicles does not 12 present an unreasonable safety risk for these vehicles." Kenner predicates this statement 13 on Ford's position that vehicles can still be driven when the power steering fails. But 14 this position is highly misleading. 15

107. The marked increase in the difficulty of steering that arises when the EPAS 16 system fails and the steering system in the Defective Vehicles defaults to manual 17 steering creates an unreasonable safety risk (both in the Ford Explorer and in the 18 Defective Vehicles). Although failure of the EPAS system always compromises safety, 19 this is particularly true when a vehicle is traveling at high speeds or on unlevel terrain. 20 The sudden shock of needing to immediately exert great effort to control the vehicle 21 makes the Defective Vehicles extremely susceptible to accidents when the EPAS system 22 fails. 23

108. The danger created by sudden and unexpected failure of the EPAS system 24 is clear from complaints reported to NHTSA about loss of control as a result of failure of 25 the EPAS system. Moreover, certain complaints made to NHTSA suggest that failure of 26 the EPAS system also may disable the braking system. One West Virginia owner 27

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reported that she rolled down a hill into a wooded area after the EPAS of her vehicle failed. In addition to losing the ability to steer the vehicle, the braking system failed to engage and the owner "lost complete control of the vehicle."

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#### **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 documenting sudden failure of power steering for the 2014 Ford Focus, and 15 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 22 23 24
- 25 26

below.

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25 FIRST AMENDED CLASS ACTION COMPLAINT

110. A number of the incidents reported to NHTSA resulted in crashes and

personal injuries. In many instances of steering failure, the vehicle owners or lessees

also reported the incident to Ford directly and was rebuffed, generally told that the

incident was a "fluke." A representative sampling of NHTSA complaints is detailed

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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 EXPERIENCE WHERE THE POWER STEERING
8	SUDDENLY STOPPED WORKING WHILE PULLING MY CAR OUT OF A PARKING GARAGE. THE VEHICLE CONSOLE DISPLAY SHOWED A 'POWER STEERING
10	ASSIST FAILURE' MESSAGE. I PULLED MY CAR OVER TO THE SIDE WITH CONSIDERABLE EFFORT AND
11	SHUT THE IGNITION OFF. AFTER A FEW MINUTES
12	WAIT, I RESTARTED THE CAR AND EVERYTHING WAS NORMAL. WITHIN A FEW MINUTES, A LESS
13	THAN A MILE TRAVELED, THE SAME FAILURE OCCURRED AND THE SAME MESSAGE WAS
14	DISPLAYED WHILE IN A ROUND-ABOUT. I AGAIN PULLED MY CAR OVER AND SHUT IT OFF. IT AGAIN
15	RESTARTED AND STEERED FINE AND I DROVE
16	DEALERSHIP READ THE CODE, CLEARED IT AND
17	INFORMED ME THAT THEY COULD NOT GET THE VEHICLE TO REPRODUCE THE PROBLEM. THIS IS A
18	VERY SCARY ISSUE AND NO COMPONENTS WERE 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. USUALLY WHEN TRAVELING AT LOWER SPEEDS THE
22	STEERING IS TERRIBLE, IT WANTS TO PULL THE
23	WHEEL HARD TO ONE SIDE, ALWAYS HAPPENS ON UNEVEN ROAD SURFACE - SOMETIMES ON EVEN
24	ROADS - EVERY ONE OF MY OTHER CARS DRIVE PERFECT ON THE SAME ROAD. TOOK MY COMPANY
25	CAR TO THE DEALER TO HAVE IT LOOKED AT - THEY REPLACED ALL 4 TIRES AND DID AN ALIGNMENT -
26	CHARGED MY FLEET \$1,200 AND IT STILL DOES THE SAME THING. SERVICE MANAGER SAID THAT IT IS A
27 28	CHARACTERISTIC OF THE CAR AND FORD WILL NOT
20	26 FIRST AMENDED CLASS ACTION COMPLAINT
	TIRST AMENDED CLASS ACTION COMPLAINT

1	FIX IT - JUST LIVE WITH IT. PROBLEM IS I AM STUCK WITH IT FOR ANOTHER YEAR AND A HALF.
2	114. On December 11, 2012, a vehicle owner reported a crash in a 2010 Ford
3	Fusion. The Defective Vehicle lost power steering, traction control, and the ability to
4	brake upon entering a freeway on ramp. To stop the vehicle and avoid endangering
5	other drivers, the driver was "forced to crash into the concrete wall barrier on the
6	driver's side of the ramp." The driver and one other individual were injured.
7	115. On September 7, 2014, the owner of a 2010 Ford Fusion wrote the
8	following:
9	WHILE DRIVING UNDER NORMAL CONDITIONS, THE POWER
10	STEERING SYSTEM SUDDENLY FAILED. MESSAGES STATING
11	"SERVICE POWER STEERING NOW" AND "SERVICE ADVANCETRAC" AS WELL. GREAT DIFFICULTY TURNING ON THE WINDY ROAD WITH
12	FOUR KIDS IN CAR. FOUND NUMEROUS COMPLAINTS ONLINE. SEE
13	OTHER FORD VEHICLES WERE RECALLED FOR SAME PROBLEM. WHY NOT FUSIONS?
14	116. On October 3, 2012, a vehicle owner reported a crash in a 2011 Ford
15	Fusion. The steering wheel seized while the owner was driving at 35 MPH, causing her
16	to crash into a curb. After the initial accident, the steering of the vehicle continued to
17	fail. The vehicle was taken to a Ford dealer three times, and the dealer refused to help
18	her because the failure could not be replicated. The vehicle owner notified Ford but
19	Ford was unwilling to offer assistance.
20	117. On March 3, 2014, NHTSA received a report of a power steering failure
21	concerning a 2010 Ford Fusion. The vehicle owner was driving home from work on the
22	interstate when the power steering failed. The power steering failed the next day. The
23	owner was told it would cost \$1,600 to repair. When the owner called Ford, Ford said
24	that it would not help the owner.
25	118. On December 23, 2010, an owner reported driving a 2010 Ford Fusion at 45
26	MPH when the power steering suddenly failed. The owner could hardly steer the car
27	and could not drive the vehicle to the side of the road. The owner stated that this was a
28	27
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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 [he or she] noticed many people have experienced something familiar in many cases." 9

120. On November 30, 2014, a vehicle owner reporting nearly crashing a 2011 10 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.

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124. On August 18, 2013, an 84 year old woman reported sudden steering failure of her 2012 Ford Fusion. She stated that it was next to impossible to steer. At the time of the complaint, the dealer had purportedly not identified a problem.

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 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.

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130. On November 7, 2011, an owner of a 2012 Ford Focus reported several 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."

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132. In May of 2014, a vehicle owner reported four incidents of sudden steering failure for a brand new 2014 Ford Focus. The owner was in a left turning lane which crosses two sets of railroad tracks. In mid turn (while accelerating over the tracks), the 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."

134. These complaint samples detail the EPAS problem and the difficulties of
controlling the Defective Vehicles when the power steering fails. They also illustrate
Ford's recalcitrance and refusal to acknowledge and correct these issues even when
directly confronted and in the face of hundreds of complaints.

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1	135.	Moreover, internal documents uncovered during NHTSA's investigation
2	further dem	onstrate that Ford has known about problems with the EPAS system for
3	years (likely	y 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 2	3(a), 23(b)(2), and 23(b)(3), on behalf of themselves and all others similarly
7	situated. Pl	aintiffs seek to represent a class (the "Nationwide Class") initially defined
8	as:	
9		All current and former owners and lessees of a Defective Vehicle (as defined herein) in the United States.
10	137.	Additionally, Plaintiffs seek to represent the following statewide classes
11	(the "Statev	vide 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	с.	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").
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f. 1 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: whether Ford breached the duty of reasonable care it owed to 20 a. 21 the Nationwide and Statewide Classes; 22 whether Ford's breach of its duties directly and proximately b. 23 caused the Nationwide and Statewide Classes' damages; 24 Ford omitted. c. whether misrepresented, concealed. or 25 manipulated material facts to/from Plaintiffs and the 26 Nationwide and Statewide Classes regarding the defects, the 27 28 32 FIRST AMENDED CLASS ACTION COMPLAINT

1 2 3 4	d.	actions taken to address the defects, and the result of those actions; whether Ford had a duty to disclose the defects to Plaintiffs and the other Nationwide and Statewide Class members;
3		whether Ford had a duty to disclose the defects to Plaintiffs and
		-
	2	the other Nationwide and Statewide Class members:
- 11		the other Maton wide and State wide Class members,
5	e.	whether Ford engaged in fraud, fraudulent concealment, and
6		made fraudulent representations to the public;
7	f.	whether Plaintiffs and the other Nationwide and Statewide
8		Class members are entitled to damages; and
9	g.	whether Plaintiffs and the other Nationwide and Statewide
10		Class members are entitled to equitable relief or other relief,
11		and the nature of such relief.
12	141.	Typicality. Plaintiffs' claims are typical of the claims of the other
13 1	Nationwide	and Statewide Class members because Plaintiffs and the other Nationwide
14	and Statewic	de Class members purchased or leased Defective Vehicles that contain
15	defective pa	rts. Neither Plaintiffs nor the other Nationwide and Statewide Class
16 1	members wo	ould have purchased the Defective Vehicles had they known of the defects in
17	the vehicles.	. Those defects also pose an unreasonable risk of harm to Plaintiffs and the
18	other Nation	wide and Statewide Class members. Plaintiffs and the other Nationwide
19 8	and Statewic	de Class members suffered damages as a direct proximate result of the same
20	wrongful pra	actices in which Ford engaged. Plaintiffs' claims arise from the same
21	practices and	d course of conduct that give rise to the claims of the other Nationwide and
22	Statewide C	lass members. Plaintiffs' claims are based upon the same legal theories as
23    t	the claims of	f the other Nationwide and Statewide Class members.
24	142.	Adequacy. Plaintiffs will fully and adequately protect the interests of the
25	other memb	ers of the Nationwide and Statewide Classes and have retained class counsel
26	who are exp	erienced and qualified in prosecuting class actions, including consumer class
27    2	actions and o	other forms of complex litigation. Neither Plaintiffs nor their counsel have
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interests that conflict with the interests of the other Nationwide and Statewide Class
 members.

143. Declaratory and Injunctive Relief. Ford has acted or refused to act on
grounds generally applicable to Plaintiffs and the other members of the Nationwide and
Statewide Classes, thereby making appropriate final injunctive relief and declaratory
relief, as described below, with respect to the Nationwide and Statewide Class members
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.

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# **CLAIMS FOR RELIEF**

# **Claims Brought on Behalf of the Nationwide Class**

### FIRST CAUSE OF ACTION Violation of the Magnuson-Moss Warranty Act 15 U.S.C. §§ 2301, et seq. (Brought on behalf of the Nationwide Class)

145. 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

146. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for the purposes of this Count).

147. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301
by virtue of 28 U.S.C. § 1332 (a)-(d).

148. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

149. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-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).

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 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied 8 warranties are covered under 15 U.S.C. § 2301(7). 9

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 difficulty in identifying and replicating the precise issues. 16

17 154. Plaintiffs and each of the other Class members have had sufficient direct dealings with either Ford or its agents (including Ford dealerships) to establish privity of 18 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.

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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.



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#### 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

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159. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for purposes of this Count).

8 160. Ford intentionally concealed material facts from Plaintiffs, the other Class
9 members, the public, and NHTSA. Ford has actual knowledge that, because of the way
10 in which the EPAS system was designed and integrated into the Defective Vehicles, the
11 power steering is prone to sudden and unexpected failure during normal operation,
12 leaving occupants vulnerable to crashes, serious injuries, and death

13 161. Ford knew that the Defective Vehicles were designed and manufactured
14 with EPAS system defects, but they concealed those material facts. Although the
15 Defective Vehicles contain material safety defects that Ford knew of, or should have
16 known of, at the time of distribution, Ford recklessly manufactured and distributed those
17 vehicles to consumers in the United States. Those consumers had no knowledge of the
18 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.

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- 164. By failing to disclose these material facts, Ford intended to induce Plaintiffs and the other Class members to purchase or lease the Defective Vehicles.
- 165. Plaintiffs and the other Class members reasonably relied on Ford's 4 nondisclosure.

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5 166. Plaintiffs and the other Class members would not have purchased or leased the Defective Vehicles had they known of the EPAS system defect, or certainly would 6 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 the other Class members have suffered or will suffer damages, including the cost of 11 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.



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1	Claims Brought on Behalf of the Statewide Classes
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3	Claims Brought on Behalf of the California State Class
4	THIRD CAUSE OF ACTION
5	Violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.
6	(Brought on behalf of the California State Class) 170. Plaintiffs hereby incorporate by reference the allegations contained in
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8	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
9	171. Plaintiff Philips brings this Count on behalf of the California State Class
10	("Class," for purposes of this Count).
11	172. California Business and Professions Code § 17200 prohibits any "unlawful,
12	unfair, or fraudulent business act or practices."
13	173. Ford has violated the unlawful and unfair prongs of § 17200 because the
14	Defective Vehicles share a common design defect in that they are equipped with
15	defective EPAS systems that are prone to sudden and unexpected failure during normal
16	operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious
17	injury, and death.
18	174. Ford failed to adequately disclose and remedy this issue.
19	175. Ford's conduct offends established public policy, as the harm Ford caused
20	to consumers greatly outweighs any benefits associated with those practices.
21	176. Plaintiff Philips and the other California State Class members have suffered
22	an injury in fact, including the loss of money or property, as a result of Ford's unfair,
23	unlawful, and/or deceptive practices.
24	177. Ford has violated the fraudulent prong of § 17200 because Ford
25	misrepresented the quality, safety, and reliability of the Defective Vehicles and
26	continues to misrepresent the quality, safety, and reliability of the Defective Vehicles.
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	39     FIRST AMENDED CLASS ACTION COMPLAINT

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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 Cal. Civil Code §§ 17500, <i>et seq</i> .
18	(Brought on behalf of the California State Class)
19	181. Plaintiffs hereby incorporate by reference the allegations contained in
20	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
21	182. Plaintiff Philips brings this Count on behalf of the California State Class
22	("Class," for purposes of this Count).
23	183. California Business and Professions Code § 17500 states:
24	It is unlawful for any corporation with intent directly or 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 this state before the public in any state, in any newspaper or
27	other publication, or any advertising device, or in any other manner or means whatever, including over the Internet, any
28	statement which is untrue or misleading, and which is $40$
	FIRST AMENDED CLASS ACTION COMPLAINT
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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.

7 185. Ford has violated § 17500 because its misrepresentations and omissions
8 regarding the safety and reliability of its Defective Vehicles were material and likely to
9 deceive a reasonable consumer.

10 186. Plaintiff Philips and the other California State Class members have suffered
11 an injury in fact, including the loss of money or property, as a result of Ford's unfair,
12 unlawful, and/or deceptive practices. In purchasing or leasing their Defective Vehicles,
13 Plaintiff Philips and each of the other California State Class members relied on the
14 misrepresentations and/or omissions of Ford with respect to the safety and reliability of
15 the Defective Vehicles.

16 187. Ford's representations turned out to be false because the Defective Vehicles
17 share a common design defect in that they are equipped with defective EPAS systems
18 that are prone to sudden and unexpected failure during normal operation, leaving
19 occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death.
20 Had Plaintiff Philips and the other California State Class members known this, they
21 would not have purchased or leased their Defective Vehicles and/or paid as much for
22 them.

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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** Violation of the Song-Beverly Consumer Warranty Act 9 for Breach of Express Warranty Cal. Civ. Code §§ 1790, et seq. 10 (Brought on behalf of the California State Class) 11 191. Plaintiffs hereby incorporate by reference the allegations contained in 12 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 13 192. Plaintiff Philips brings this Count on behalf of the California State Class 14 ("Class," for purposes of this Count). 15 193. Plaintiff Philips and the other California State Class members who 16 purchased their Defective Vehicles in California are "buyers" within the meaning of Cal. 17 Civ. Code § 1791. 18 194. The Defective Vehicles are "consumer goods" within the meaning of Cal. 19 Civ. Code § 1791(a). 20 195. Ford is a "manufacturer" of the Defective Vehicles within the meaning of 21 Cal. Civ. Code § 1791(j). 22 196. Plaintiff Philips and the other California State Class members bought/leased 23 new motor vehicles manufactured by Ford. 24 197. Ford made express warranties to Plaintiff Philips and the other California 25 State Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, in its 26 warranty, owner's manual, and advertising, as described above. 27 28 42 FIRST AMENDED CLASS ACTION COMPLAINT

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198. 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.

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
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.

201. Ford has had the opportunity to cure the defect in the Defective Vehicles
but it has chosen not to do so. Ford has had ample warning of the defect through various
complaints, filed both in court with the NHTSA and directly with Ford, and it has failed
to remedy the defect. Giving Ford a chance to cure the defect is not practicable in this
case and would serve only to delay this litigation, and thus is not necessary.

202. As a result of Ford's breach of its express warranties, Plaintiff Philips and
the other California State Class members received goods whose dangerous condition
substantially impairs their value to Plaintiff Philips and the other California State Class
members. Plaintiff Philips and the other Class members have been damaged as a result
of the diminished value of Ford's products, the products' malfunctioning, and the nonuse
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.

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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 for Breach of Implied Warranty
5	Cal. Civ. Code §§ 1790, <i>et seq</i> . (Brought on behalf of the California State Class)
6	205. Plaintiffs hereby incorporate by reference the allegations contained in
7	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
8	206. Plaintiff Philips brings this Count on behalf of the California State Class
9 10	("Class," for purposes of this Count).
10	207. Plaintiff Philips and the other California State Class members who
12	purchased Defective Vehicles in California are "buyers" within the meaning of Cal. Civ.
13	Code § 1791.
14	208. The Defective Vehicles are "consumer goods" within the meaning of Cal.
15	Civ. Code § 1791(a).
16	209. Ford is a "manufacturer" of the Defective Vehicles within the meaning of
17	Cal. Civ. Code § 1791(j).
18	210. Ford impliedly warranted to Plaintiff Philips and the other California State
19	Class members that the Class Vehicles were "merchantable" within the meaning of Cal.
20	Civ. Code §§ 1791.1(a) & 1792; however, the Defective Vehicles do not have the
21	quality that a buyer would reasonably expect.
22	211. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability"
23	or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:
24	(1) Pass without objection in the trade under the contract description.
25	(2) Are fit for the ordinary purposes for which such goods are used.
26	(3) Are adequately contained, packaged, and labeled.
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28	44 FIRST AMENDED CLASS ACTION COMPLAINT
	TIRST AMENDED CLASS ACTION COMPLAINT

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(4) Conform to the promises or affirmations of fact made on the container or label.

212. 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 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.

213. Because of their defective EPAS systems, the Defective Vehicles are not safe to drive and thus not fit for ordinary purposes.

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214. The Defective Vehicles are not adequately labeled because the labeling fails
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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.

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 217. As a direct and proximate result of Ford's breach of the implied warranty of
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218. Plaintiff Philips and the other California State Class members have been
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damaged as a result of the diminished value of Ford's products.

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219. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff Philips and the
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other California State Class members are entitled to damages and other legal and

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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 Violation of the California Consumer Legal Remedies Act 6 Cal. Civ. Code §§ 1750, et seq. 7 (Brought on behalf of the California State Class) 221. Plaintiffs hereby incorporate by reference the allegations contained in 8 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 9 222. Plaintiff Philips brings this Count on behalf of the California State Class 10 ("Class," for purposes of this Count). 11 223. Plaintiff Philips and the other California State Class members were 12 deceived by Ford's failure to disclose that the Defective Vehicles share a common 13 design defect in that they are equipped with defective EPAS systems that are prone to 14 sudden and unexpected failure during normal operation, leaving occupants of the Class 15 Vehicles vulnerable to crashes, serious injury, and death. 16 224. Ford engaged in unfair or deceptive acts or practices when, in the course of 17 its business it, among other acts and practices: 18 Knowingly made false representations as to the characteristics, 19 a. uses and benefits of the Defective Vehicles; 20 Represented that the Defective Vehicles were of a particular 21 b. standard, quality, or grade, or that they were of a particular 22 style or model, when it knew or should have known that they 23 were of another; and 24 Advertised the Defective Vehicles with intent not to sell them c. 25 as advertised. 26 27 28 46 FIRST AMENDED CLASS ACTION COMPLAINT

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225. 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.

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.

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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).
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17	<b>Claims Brought on Behalf of the Ohio State Class</b>
18	<b>EIGHTH CAUSE OF ACTION</b>
19	Violation of the Ohio Consumer Sales Practices Act Ohio Rev. Code § 1345.01, <i>et seq</i> .
20	(Brought on behalf of the Ohio State Class)
21	235. Plaintiffs hereby incorporate by reference the allegations contained in
22	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
23	236. Plaintiff Wilkinson brings this Count on behalf of the Ohio State Class
24	("Class," for purposes of this Count).
25	237. At all times relevant to this suit, Ford was a "supplier," as defined in the
26	Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01.
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238. At all times relevant to this suit, Plaintiff Wilkinson and the other Class members were "consumers," as defined in the Ohio Consumer Sales Practices Act, Ohio 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

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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. Wercedes 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. v. Bridgestone/Firestone, Inc.
7	(OPIF #10002025);
8	d. <i>v. Hewlett-Packard Co.</i> , No. 20744, 2002 Ohio App.
9	LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
10	e. <i>v. MarineMax of Ohio</i> , No. OT-06-010, 2007 Ohio App.
11	LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
12	f. State ex rel. v. Craftmatic Organization, Inc. (OPIF
13	#10002347);
14	g. g. l, et al. v. Joseph Airport Toyota, Inc. (OPIF
15	#10001586);
16	h. State ex rel. v. Harold Lyons, et al. (OPIF
17	#10000304);
18	i. v. Mazda Motor of America, Inc., (OPIF #10001427);
19	j. v. Don Lewis, (OPIF #100001995);
20	k. Performance Mitsubishi aka Automanage, (OPIF
21	#10001326);
22	1. v. Harry Williams dba Butch's Auto Sales, (OPIF #10001524);
23	and,
24	m. 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
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the other Class members for compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to Ohio Rev. Code § 1345.09.

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#### NINTH CAUSE OF ACTION Breach of Express Warranty Ohio Rev. Code § 1302.26 (Brought on behalf of the Ohio State Class)

246. Plaintiffs hereby incorporate by reference the allegations contained in Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

247. Plaintiff brings this Count on behalf of the Ohio State Class ("Class," for purposes of this Count).

248. In the course of selling the Defective Vehicles, Ford expressly warranted to repair and adjust to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the Defective Vehicles' materials and workmanship defects.

249. Ford expressly warranted through statements and advertisements that the Defective Vehicles were of high quality, and at a minimum, would actually work properly and safely.

250. These warranties were made, *inter alia*, in advertisements and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between Ford, on the one hand, and Plaintiff and the other Class members, on the other hand.

251. Ford did not provide at the time of sale, and has not provided since then, vehicles conforming to these express warranties.

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253. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair or adjustments to parts defective in

materials or workmanship, and Plaintiff and the individually and on behalf of the
 other Class members, seek all remedies as allowed by law.

254. Moreover, as alleged in more detail herein, at the time that Ford warranted
and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
the warranties and were inherently defective, and Ford wrongfully and fraudulently
misrepresented and/or concealed material facts regarding the Defective Vehicles.

7 255. Plaintiff 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

other Class members' remedies would be insufficient to make Plaintiff
 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.

258. As a direct and proximate result of Ford's breach of express warranties,
Plaintiff and the other Class members have been damaged in an amounted to
be determined at trial.

22 259. Finally, due to Ford's breach of warranties as set forth herein, Plaintiff
23 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.

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1	TENTH CAUSE OF ACTION Breach of Implied Warranty in Tort
2	(Brought on behalf of the Ohio State Class)
3	260. Plaintiffs hereby incorporate by reference the allegations contained in
4	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
5	261. Plaintiff brings this Count on behalf of the Ohio State Class
6	("Class," for purposes of this Count).
7	262. Ford manufactured and sold Defective Vehicles to Plaintiff
8	the other Class members.
9	263. The Defective Vehicles were defective because they are equipped with
10	defective EPAS systems, resulting in sudden and unexpected loss of power steering
11	events during which the driver must exert markedly increased steering effort to control
12	the vehicle.
13	264. These defects existed at the time the Defective Vehicles left the hands of
14	Ford.
15	265. Based upon these defects, Ford has failed to meet the expectations of a
16	reasonable consumer. The Defective Vehicles have failed their ordinary, intended use
17	because they are vulnerable to sudden and unexpected lack of power steering events.
18	266. These defects in the Defective Vehicles were the direct and proximate cause
19	of economic damages to Plaintiff Wilkinson and the other Class members.
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21	<b>ELEVENTH CAUSE OF ACTION</b>
22	Fraudulent Concealment (Brought on behalf of the Ohio State Class)
23	267. Plaintiffs hereby incorporate by reference the allegations contained in
24	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
25	268. Plaintiff brings this Count on behalf of the Ohio State Class
26	("Class," for purposes of this Count).
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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 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 and the other Class members were unaware that Ford's representations were false. 10 11 273. The Defective Vehicles purchased or leased by Plaintiff 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 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 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. 26 27 28 54 FIRST AMENDED CLASS ACTION COMPLAINT

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1	TWELFTH CAUSE OF ACTION
2	Fraud by Omission (Brought on behalf of the Ohio State Class)
3	278. Plaintiffs hereby incorporate by reference the allegations contained in
4	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
5	279. Plaintiff brings this Count on behalf of the Ohio State Class
6	("Class," for purposes of this Count).
7	280. Ford was aware of the defects and above-described material safety
8	information as early as 2010.
9	281. Ford, as a manufacturer of consumer products and motor vehicles, has a
10	duty to disclose such known defects and material safety information to federal
11	authorities, Plaintiff
12	282. Ford, through its omission, failed to disclose the known safety-related
13	defects and material safety information.
14	283. Plaintiff reasonably relied on Ford to perform its duty to disclose
15	the known safety-related defects and material safety information.
16	284. The existence of the safety-related defect and material safety information
17	was material to the Plaintiff and the and other Class members because, had they
18	known of the safety-related defect and material safety information, they would not have
19	purchased the Defective Vehicles.
20	285. As a direct and proximate result of Ford's omission, Plaintiff
21	other Class members purchased Defective Vehicles with the EPAS system defect
22	described herein that they either paid too much for or would not have purchased if the
23	defect had been disclosed to them and therefore have incurred damages in an amount to
24	be proven at trial.
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1	THIRTEETH CAUSE OF ACTION Negligence
2	(Brought on behalf of the Ohio State Class)
3	286. Plaintiffs hereby incorporate by reference the allegations contained in
4	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
5	287. Plaintiff brings this Count on behalf of the Ohio State Class
6	("Class," for purposes of this Count).
7	288. Ford negligently designed and manufactured the Defective Vehicles.
8	289. Ford owed Plaintiff and the other Class members the duty to design and
9	manufacture the Defective Vehicles in such a way as to ensure that they would not
10	contain defective EPAS systems.
11	290. Discovery will reveal additional information from Ford regarding the
12	design and manufacturing process to support the conclusion that Ford's design and
13	manufacture of the Defective Vehicles constitutes negligent design and/or
14	manufacturing.
15	291. As a direct and proximate result of Ford's negligence, Plaintiff
16	and the other Class members have sustained damages.
17	FOURTEENTH CAUSE OF ACTION
18	Unjust Enrichment (Prought on babalf of the Obje State Class – plad in the alternative to the other
19	(Brought on behalf of the Ohio State Class – pled in the alternative to the other causes of action under Ohio law)
20	292. Plaintiffs hereby incorporate by reference the allegations contained in
21	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
22	293. Plaintiff brings this Count on behalf of the Ohio State Class
23	("Class," for purposes of this Count).
24	294. Ford had knowledge of the safety defect in the Defective Vehicles, which it
25	failed to disclose to Plaintiff and the other Class members.
26	295. As a result of its wrongful and fraudulent acts and omissions, as set forth
27	above, pertaining to the design defect of their Defective Vehicles and the concealment of
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	FIRST AMENDED CLASS ACTION COMPLAINT

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the defect. Ford charged a higher price for the Defective Vehicles than the vehicles' true 1 2 value and Ford obtained monies that rightfully belong to Plaintiff 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 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 and the other Class members did not confer these benefits officiously Plaintiff 8 or gratuitously, and it would be inequitable and unjust for Ford to retain these 9 wrongfully obtained profits. 10 297. Plaintiff 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 FIFTEENTH CAUSE OF ACTION 15 Violation of the Michigan Consumer Protection Act Mich. Comp. Laws § 445.901, et seq. 16 (Brought on behalf of the Michigan State Class) 17 298. Plaintiffs hereby incorporate by reference the allegations contained in the 18 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 19 299. Plaintiff brings this Count on behalf of the Michigan State Class 20 ("Class," for purposes of this Count). 21 300. At all times relevant to this suit, Ford was conducting trade or commerce, as 22 defined under Mich. Comp. Law § 445.902(1)(g), which is also known as the Michigan 23 Consumer Protection Act ("Michigan CPA"). 24 301. A party to a transaction covered under the Michigan CPA must provide the 25 other party the promised benefits of the transaction. 26 302. Michigan courts, and federal courts applying Michigan law, have held that 27 implied warranties contain a "promised benefit" that the product is fit for its intended 28 57 FIRST AMENDED CLASS ACTION COMPLAINT

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and foreseeable use.

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303. The defective nature of the Defective Vehicles failed to provide Plaintiff , and the Michigan State Class members the promised benefits of the implied 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.

305. Ford has committed these and other unfair and deceptive acts with regard to
the marketing and sale of the Defective Vehicles. For instance, Ford has made
representations about the quality, safety, and reliability of the Defective Vehicles, which
are unfair and deceptive in violation of the Michigan CPA.

306. Ford knew that the Defective Vehicles are defective in that they are
equipped with defective EPAS systems that are prone to sudden failure during normal
operation, greatly increasing the force required to safely steer and control the Defective
Vehicles and leaving occupants of the Defective Vehicles vulnerable to crashes, injury,
and death.

307. Ford concealed and/or failed to warn Plaintiff and and the Michigan
State Class members that the Defective Vehicles are defective.

308. Such concealment and/or failure to warn constitutes an unfair, unconscionable, or deceptive act or practice as defined in the Michigan CPA.

309. Based upon these allegations, Ford violated Mich. Comp. Law §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.

310. The unfair, unconscionable, and deceptive acts committed by Ford caused
damages to Plaintiff and the other Class members.

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311. Ford is liable to Plaintiff and and the Class members under the Michigan CPA for damages for breaching its implied warranties and for the aforementioned unfair, unconscionable, and deceptive acts.

312. Plaintiff and the Michigan State Class members are entitled to
compensatory damages, injunctive/equitable relief, and attorneys' fees under the
Michigan CPA.

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7 313. The allegations made by Plaintiff **1999**, 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 Trade Commission. 14

#### SIXTEENTH CAUSE OF ACTION Breach of Express Warranty (Brought on behalf of the Michigan State Class)

314. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

19 315. Plaintiff brings this Count on behalf of the Michigan State Class
20 ("Class," for purposes of this Count).

316. Ford is and was at all relevant times a seller with respect to motor vehicles.

317. In the course of selling the Defective Vehicles, Ford expressly warranted to
repair and adjust to correct defects in materials and workmanship of any part supplied by
Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
Defective Vehicles' materials and workmanship defects.



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318. Ford expressly warranted through statements and advertisements that the
 Defective Vehicles were of high quality, and at a minimum, would actually work
 properly and safely.

319. These warranties were made, inter alia, in advertisements and in uniform
statements provided by Ford to be made by salespeople. These affirmations and
promises were part of the basis of the bargain between Ford, on the one hand, and
Plaintiff and 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.

321. Furthermore, the limited warranty of repair and/or adjustments to defective
parts fails in its essential purpose because the contractual remedy is insufficient to make
the Plaintiff and the other Class members whole.

322. Accordingly, recovery by Plaintiff and and the other Class members is
not limited to the limited warranty of repair or adjustments to parts defective in materials
or workmanship, and Plaintiff, individually and on behalf of the other Class members,
seek all remedies as allowed by law.

323. Moreover, as alleged in more detail herein, at the time that Ford warranted
and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
the warranties and were inherently defective, and Ford wrongfully and fraudulently
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.

325. Moreover, many of the damages flowing from the Defective Vehicles
cannot be resolved through the limited remedy of "replacement or adjustments," as those
incidental and consequential damages have already been suffered due to Ford's conduct
as alleged herein, and due to their failure and/or continued failure to provide such
limited remedy within a reasonable time, and any limitation on the remedies of Plaintiff

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1	and those of the other Class members would be insufficient to make Plaintiff
2	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 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 Mich. Comp. Laws § 400.2-314
11	(Brought on Behalf of the Michigan State Class)
12	328. 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	329. Plaintiff brings this Count on behalf of the Michigan State Class
15	("Class," for purposes of this Count).
16	330. Ford is and was at all relevant times a merchant with respect to motor
17	vehicles.
18	331. A warranty that the Defective Vehicles were in merchantable condition is
19	implied by law in the instant transactions, pursuant to MCL 400.2-314.
20	332. These Defective Vehicles, when sold and at all times thereafter, were not in
21	merchantable condition and are not fit for the ordinary purpose for which cars are used.
22	Specifically, the Defective Vehicles are inherently defective in that the Defective
23	Vehicles are equipped with an EPAS system that is prone to sudden and unexpected
24	failure, resulting in a marked increase in the force required to steer the Defective
25	Vehicles.
26	333. Ford has admitted that its EPAS system is defective and prone to failure and
27	that the defect has numerous causes. In addition, and most significantly, regardless of
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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 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 and 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 and and the other Class members have been damaged in an 23 amount to be proven at trial.

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# **EIGHTEENTH CAUSE OF ACTION** Fraudulent Concealment (Brought on Behalf of the Michigan State Class)

26 337. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

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338. Plaintiff brings this Count on behalf of the Michigan State Class ("Class," for purposes of this Count).

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
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.

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341. Ford knew these representations were false when made.

11 342. Plaintiff and and the other Class members were unaware that Ford's
12 representations were false.

343. The Defective Vehicles purchased or leased by Plaintiff and 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.

19 344. Plaintiff and the other Class members reasonably relied upon Ford to
20 disclose the defects in the Defective Vehicles they purchased, as was their right.

345. The aforementioned concealment was material because if it had been
disclosed Plaintiff and the other Class members would not have bought or leased the
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.

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1	347. As a proximate result of Ford's conduct, Plaintiff 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 (Brought on Behalf of the Michigan State Class)
5	348. Plaintiffs hereby incorporate by reference the allegations contained in the
5	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
7	349. Plaintiff brings this Count on behalf of the Michigan State Class
8	("Class," for purposes of this Count).
9	350. Ford was aware of the defects and above-described material safety
0	information as early as 2010.
1	351. Ford, as manufacturer of consumer products and motor vehicles, has a duty
2	to disclose such known defects and material safety information to federal authorities,
3	Plaintiff , and other Class members.
4	352. Ford, through its omission, failed to disclose the known safety-related
5	defects and material safety information.
6	353. Plaintiff reasonably relied on Ford to perform its duty to disclose the
7	known safety-related defects and material safety information.
8	354. The existence of the safety-related defect and material safety information
9	was material to the Plaintiff and and other Class members because, had they known
0	of the safety-related defect and material safety information, they would not have
1	purchased the Defective Vehicles.
2	355. As a direct and proximate result of Ford's omission, Plaintiff and
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.
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	FIRST AMENDED CLASS ACTION COMPLAINT
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### <u>TWENTIETH CAUSE OF ACTION</u> 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 brings this Count on behalf of the Michigan State Class ("Class," for purposes of this Count).

358. Plaintiff and 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 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 and 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 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 Case5:14-cv-02989-LHK Document15 Filed09/08/14 Page66 of 108

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 and the other Class 4 members suffered damages. 5 **TWENTY-FIRST CAUSE OF ACTION Negligent Misrepresentation** 6 (Brought on Behalf of the Michigan State Class) 7 364. Plaintiffs hereby incorporate by reference the allegations contained in the 8 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 9 365. Plaintiff brings this Count individually and on behalf of the other 10 members of the Michigan State Class (the "Class," for purposes of this Count). 11 366. Ford was aware of the defects and above-described material safety 12 information as early as 2010. 13 367. Ford, as manufacturer of consumer products and motor vehicles, has a duty 14 to disclose such known defects and material safety information to federal authorities, 15 Plaintiff and the other Class members. 16 368. Notwithstanding this duty, and in violation thereof, Ford negligently failed 17 to disclose to and warn Plaintiff and and the other Class members, and concealed and 18 misrepresented the truth, about the significant defects which posed a clear, substantial 19 and unreasonable risk of incidents, accidents, injuries and death. 20 369. Because Plaintiff and the other Class members did not have an equal 21 opportunity to discovery such truth about the Defective Vehicles, Plaintiff and and 22 the other Class members purchased the Defective Vehicles in the reasonable, but, 23 unbeknownst to them, false belief they were fit for use, merchantable, and reasonably 24 safe for their intended purposes. 25 370. The existence of the defects and material safety information was material to 26 the Plaintiff and other Class members because, had they known of the defects 27 and material safety information, they would not have purchased the Defective Vehicles. 28 66 FIRST AMENDED CLASS ACTION COMPLAINT

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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 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** Strict Product Liability 8 (Brought on Behalf of the Michigan State Class) 9 372. Plaintiffs hereby incorporate by reference the allegations contained in the 10 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 11 373. Plaintiff brings this Count individually and on behalf of the other 12 members of the Michigan State Class ("Class," for purposes of this Count). 13 374. Ford was at all relevant times engaged in the business of designing, 14 manufacturing, assembling, distributing, and otherwise placing in the stream of 15 commerce the Defective Vehicles to be used by members of the general public, 16 including Plaintiff and and the other members of the Class. 17 375. Ford intended that the Defective Vehicles be used by Plaintiff and 18 the other members of the Class as safe and reliable means of transportation. 19 376. At all times herein, Ford knew that the Defective Vehicles would be 20 purchased by members of the public, including Plaintiff and the other members of the 21 Class, without inspection for defects. 22 377. At all relevant times herein, Ford knew that the Defective Vehicles were not 23 fit for their intended use because they are equipped with defective EPAS systems which 24 are prone to sudden and unexpected failure, resulting in a marked increase in the amount 25 of force needed to steer the Defective Vehicles and making it more likely that drivers 26 will lose control, crash, and experience injury or death. 27 28 67

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378. Ford designed, manufactured, assembled, distributed, and sold the
 Defective Vehicles in this defective condition making them unreasonably dangerous to
 users and consumers or to their property.

379. The Defective Vehicles were equipped with the defective EPAS system that
is prone to sudden and unexpected failure, resulting in a marked increase in the amount
of forced required to Steer the Defective Vehicles, at the time they were sold by Ford
and were intended to and did reach Plaintiff and and the other members of the Class
in substantially the same condition as they were when they were manufactured, sold, and
left the control of Ford.

380. Knowing the Defective Vehicles contained the defect described herein and
were therefore dangerous and not safe for their intended use, Ford, in willful and
conscious disregard for the safety of the public, including Plaintiff and the other
members of the Class, placed them on the market and omitted the information
concerning the defect from customers or the unknowing public, including Plaintiff and
the other members of the Class.

381. As a direct and proximate result of the defective and unreasonably
dangerous conditions of the Defective Vehicles as alleged herein, Plaintiff and the other
members of the Class have suffered damages.

members of the Class have suffered damages.

# **TWENTY-THIRD CAUSE OF ACTION**

### Unjust Enrichment

(Brought on Behalf of the Michigan State Class – Pled in the Alternative to the Other Causes of Action Under Michigan Law)

382. Plaintiffs hereby incorporate by reference the allegations contained in the

23 || Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

24 383. Plaintiff brings this Count individually and on behalf of the other

25 members of the Michigan State Class ("Class," for purposes of this Count).

384. Plaintiff and the other Class members paid Ford the value of

27 vehicles that are non-defective, and in exchange, Ford provided Plaintiff and the other

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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 and 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. 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 Ga. Code Ann. § 11-2-313 14 (Brought on Behalf of the Georgia State Class) 15 388. Plaintiffs hereby incorporate by reference the allegations contained in the 16 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 17 389. Plaintiff Jackson brings this Count on behalf of the Georgia State Class 18 ("Class," for purposes of this Count). 19 390. Ford is and was at all relevant times a seller with respect to motor vehicles. 20 391. 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. 24 392. Ford expressly warranted through statements and advertisements that the 25 Defective Vehicles were of high quality, and at a minimum, would actually work 26 properly and safely. 27 28 69 FIRST AMENDED CLASS ACTION COMPLAINT

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393. These warranties were made, inter alia, in advertisements and in uniform statements provided by Ford to be made by salespeople. These affirmations and promises were part of the basis of the bargain between Ford, on the one hand, and Plaintiff and the other Class members, on the other hand.

394. Ford did not provide at the time of sale, and has not provided since then,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 and the other Class members whole.

396. Accordingly, recovery by Plaintiff and the other Class members is
not limited to the limited warranty of repair or adjustments to parts defective in materials
or workmanship, and Plaintiff and the other Class
members, seek all remedies as allowed by law.

397. Moreover, as alleged in more detail herein, at the time that Ford warranted
and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
the warranties and were inherently defective, and Ford wrongfully and fraudulently
misrepresented and/or concealed material facts regarding the Defective Vehicles.

18 398. Plaintiff and the other Class members were therefore induced to
19 purchase the Defective Vehicles under false and/or fraudulent pretenses.

399. Moreover, many of the damages flowing from the Defective Vehicles
cannot be resolved through the limited remedy of "replacement or adjustments," as those
incidental and consequential damages have already been suffered due to Ford's conduct
as alleged herein, and due to their failure and/or continued failure to provide such
limited remedy within a reasonable time, and any limitation on Plaintiff and and
the other Class Members' remedies would be insufficient to make Plaintiff and and
the other Class Members whole.

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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 and the other Class Members have been damaged in an amount to be determined at trial. 6 7 **TWENTY-FIFTH CAUSE OF ACTION Breach of Implied Warranty of Merchantability** 8 Ga. Code Ann. § 11-2-314 9 (Brought on Behalf of the Georgia State Class) 402. Plaintiffs hereby incorporate by reference the allegations contained in the 10 11 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 12 403. Plaintiff 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 71 FIRST AMENDED CLASS ACTION COMPLAINT

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with defective EPAS systems which are prone to sudden and unexpected failure,
 resulting in a marked increase in the amount of force required to steer the Defective
 Vehicles and making it more likely for drivers to lose control of their vehicles, crash and
 suffer serious injury or death.

408. Ford was provided notice of these issues and defects through numerous
complaints filed against it, as well as internal knowledge derived from testing and
internal expert analysis.

8 409. Plaintiff and the other Class Members have had sufficient dealings 9 with either Ford or its agents (dealerships) to establish privity of contract between Ford, on the one hand, and Plaintiff and the other Class members, on the other hand. 10 Notwithstanding this, privity is not required in this case because Plaintiff 11 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 and the other Class members' Defective Vehicles are dangerous instrumentalities due to 18 19 the aforementioned defects and nonconformities. 410. As a direct and proximate result of Ford's breach of the implied warranty of 20 21 merchantability, Plaintiff and and the other Class members have been damaged in an 22 amount to be proven at trial.

## **TWENTY-SIXTH CAUSE OF ACTION**

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### Violation of Georgia's Uniform Deceptive Trade Practices Act Ga. Code Ann. § 0-1-370, *et seq.* (Brought on Behalf of the Georgia State Class)

411. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

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1 412. Plaintiff 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 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 and the other Class members were injured as a result of 18 Ford's conduct. 418. Plaintiff and the other Class members overpaid for their Defective 19 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 and the other Class members. 23 24 420. Plaintiff 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 28 73 FIRST AMENDED CLASS ACTION COMPLAINT

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** Fraudulent Concealment 4 (Brought on Behalf of the Georgia State Class) 5 421. Plaintiffs hereby incorporate by reference the allegations contained in the 6 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 7 422. Plaintiff brings this Count on behalf of the Georgia State Class 8 ("Class," for purposes of this Count). 9 423. Ford intentionally concealed the defect and above-described material safety 10 information, or acted with reckless disregard for the truth, and denied Plaintiff 11 and the other Class Members information that is highly relevant to their purchasing 12 and/or leasing decision concerning the Defective Vehicles. 13 424. Through advertisements and other forms of communication, Ford 14 represented that the Defective Vehicles had no significant defects and would perform 15 and operate properly when driven in normal usage. 16 425. Ford knew these representations were false when made. 17 426. Plaintiff and the other Class members were unaware that Ford's 18 representations were false. 19 427. The Defective Vehicles purchased or leased by Plaintiff and the 20 other Class members were, in fact, defective, unsafe, and unreliable, because the 21 Defective Vehicles are equipped with defective EPAS systems which are prone to 22 sudden and unexpected failure, resulting in a marked increase in the amount of force 23 required to steer the Defective Vehicles and making it more likely for drivers to lose 24 control of their vehicles, crash and suffer serious injury or death. 25 428. Plaintiff and the other Class members reasonably relied upon Ford 26 to disclose the defects in the Defective Vehicles they purchased, as was their right. 27 28 74 FIRST AMENDED CLASS ACTION COMPLAINT

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1	429. The aforementioned concealment was material because if it had been
2	disclosed Plaintiff 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 and the other
8	Class members have been injured in an amount to be proven at trial.
9	<b>TWENTY-EIGHTH CAUSE OF ACTION</b>
10	Fraud by Omission (Brought on Behalf of the Georgia State Class)
11	432. 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	433. Plaintiff brings this Count on behalf of the Georgia State Class
14	("Class," for purposes of this Count).
15	434. Ford was aware of the defects and above-described material safety
16	information as early as 2010.
17	435. Ford, as manufacturer of consumer products and motor vehicles, has a duty
18	to disclose such known defects and material safety information to federal authorities,
19	Plaintiff , and the other Class members.
20	436. Ford, through its omission, failed to disclose the known safety-related
21	defects and material safety information.
22	437. Plaintiff reasonably relied on Ford to perform its duty to disclose
23	the known safety-related defects and material safety information.
24	438. The existence of the safety-related defect and material safety information
25	was material to the Plaintiff and and other Class members because, had they known
26	of the safety-related defect and material safety information, they would not have
27	purchased the Defective Vehicles.
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1 439. As a direct and proximate result of Ford's omission, Plaintiff and 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** Negligence 7 (Brought on Behalf of the Georgia State Class) 8 440. Plaintiffs hereby incorporate by reference the allegations contained in the 9 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 10 441. Plaintiff brings this Count on behalf of the Georgia State Class 11 ("Class," for purposes of this Count). 12 442. Plaintiff and the other Class members are the owners of Defective 13 Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed 14 in the stream of commerce by Ford. 15 443. Ford had a duty to manufacture a product which would be safe for its 16 intended and foreseeable uses and users, including the use to which it was put by 17 Plaintiff and the other Class members. Ford breached its duty to Plaintiff and and 18 the other Class members because it was negligent in the design, development, 19 manufacture, and testing of the Defective Vehicles. 20 444. Ford was negligent in its design, development, manufacture, and testing of 21 the Defective Vehicles because it knew, or in the exercise of reasonable care should have 22 known, that the EPAS system was prone to sudden and unexpected failure, resulting in 23 marked decrease in the force required to steer the Defective Vehicles, and making it 24 more likely for drivers of the Defective Vehicles to lose control of their vehicles, crash, 25 and suffer serious injury or death. 26 27 28 76 FIRST AMENDED CLASS ACTION COMPLAINT

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1	445. Ford negligently failed to adequately warn and instruct Plaintiff
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 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 8	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
9	b. Ford failed to exercise reasonable care to inform customers of the
10	dangerous condition, or of the facts under which the Defective 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 (Brought on Behalf of the Georgia State Class)
15	448. Plaintiffs hereby incorporate by reference the allegations contained in the
16	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
17	449. Plaintiff brings this Count on behalf of the Georgia State Class
18	("Class," for purposes of this Count).
19	450. Ford was aware of the defects and above-described material safety
20	information as early as 2010.
21	451. Ford, as manufacturer of consumer products and motor vehicles, has a duty
22	to disclose such known defects and material safety information to federal authorities,
23	Plaintiff and other Class members.
24	452. Notwithstanding this duty, and in violation thereof, Ford negligently failed
25	to disclose to and warn Plaintiff and and the other Class members, and concealed
26	and misrepresented the truth, about the significant defects which posed a clear,
27	substantial and unreasonable risk of incidents, accidents, injuries and death.
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453. Because Plaintiff and the other Class members did not have an
 equal opportunity to discovery such truth about the Defective Vehicles, Plaintiff 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.

454. The existence of the defects and material safety information was material to 6 7 the Plaintiff 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 and and other Class members purchased Defective Vehicles with the EPAS system defect 11 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.

### <u>THIRTY-FIRST CAUSE OF ACTION</u> Strict Product Liability (Brought on Behalf of the Georgia State Class)

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456. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

457. Plaintiff brings this Count on behalf of the Georgia State Class ("Class," for purposes of this Count).

458. Ford was at all relevant times engaged in the business of designing,
 manufacturing, assembling, distributing, and otherwise placing in the stream of
 commerce the Defective Vehicles to be used by members of the general public,
 including Plaintiff
 and the other members of the Class.

459. Ford intended that the Defective Vehicles be used by Plaintiff and and the other members of the Class as safe and reliable means of transportation.

460. At all times herein, Ford knew that the Defective Vehicles would be
 purchased by members of the public, including Plaintiff and the other members
 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 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 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
25 the other members of the Class have suffered damages.

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1	THIRTY-SECOND CAUSE OF ACTION
2	Unjust Enrichment (Brought on Behalf of the Georgia State Class – Pled in the Alternative to the Other
3	Causes of Action Under Georgia Law)
4	466. Plaintiffs hereby incorporate by reference the allegations contained in the
5	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
6	467. Plaintiff brings this Count on behalf of the Georgia State Class
7	("Class," for purposes of this Count).
8	468. Ford had knowledge of the safety defect in the Defective Vehicles, which it
9	failed to disclose to Plaintiff and the other Class members.
10	469. As a result of their wrongful and fraudulent acts and omissions, as set forth
11	above, pertaining to the design defect of the Defective Vehicles and the concealment of
12	the defect, Ford charged a higher price for the Defective Vehicles than the Defective
13	Vehicles' true value, and Ford obtained monies that rightfully belong to Plaintiff
14	and the other Class members.
15	470. Ford accepted and retained the non-gratuitous benefits conferred by
16	Plaintiff and the other Class members, who without knowledge of the safety
17	defect paid a higher price for Defective Vehicles that actually had lower values. It
18	would be inequitable and unjust for Ford to retain these wrongfully obtained profits.
19	471. Plaintiff and the other Class members are therefore entitled to
20	restitution in an amount to be determined at trial.
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22	<b>Claims Brought on Behalf of the Illinois State Class</b>
23	THIRTY-THIRD CAUSE OF ACTION
24	Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815
25	ILCS 505/1, <i>et seq.</i> (Brought on Behalf of the Illinois State Class)
26	472. Plaintiffs hereby incorporate by reference the allegations contained in the
27	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
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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 trade or commerce, including, among other things, "the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, whether any person has in fact been 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 the Act, 815 Ill. Comp. Stat. 505/1(b).         11       the Act, 815 Ill. Comp. Stat. 505/1(b).         12       477. Plaintiff         13       505/1(c).         14       477. Plaintiff         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 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	1	473. Plaintiff brings this Count individually and on behalf of the other
4       Comp. Stat. 505/2 prohibits unfair or deceptive acts or practices in connection with any trade or commerce, including, among other things, "the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, whether any person has in fact been misled, deceived, or damaged thereby." The Act also prohibits suppliers from 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 the Act, 815 III. Comp. Stat. 505/1(b).         11       the Act, 815 III. Comp. Stat. 505/1(b).         12       476. Ford is a "person" as that term is defined in the Act, 815 III. Comp. Stat. 505/1(c).         13       505/1(c).         14       477. Plaintiff and each of the other Class members are "consumers" as that term is defined in the Act. 815 III. Comp. Stat. 505/1(e).         16       478. The conduct of Ford, as set forth herein, including but not limited to, Ford's manufacture and sale and/or lease of the Defective Vehicles that are equipped with an EPAS system that is prone to sudden and unexpected failure, results in a marked increase in the amount of force required to steer the Defective Vehicles, crash, and suffer serious injury or death.         12       479. Ford has admitted that the EPAS System is defective and prone to sudden and unexpected failure and identified numerous causes underlying this defect. In addition, and most significantly, regardless of the cause of these admittedly foreseeable events, the Defective Vehicles share a common design defect in that they are equipped with defective EPAS systems which	2	members of the Illinois State Class ("Class," for purposes of this Count).
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<ul> <li>with defective EPAS systems which are prone to sudden and unexpected failure,</li> <li>resulting in a marked increase in the amount of force required to steer the Defective</li> <li>81</li> </ul>	24	addition, and most significantly, regardless of the cause of these admittedly foreseeable
<ul> <li>27 resulting in a marked increase in the amount of force required to steer the Defective</li> <li>81</li> </ul>	25	events, the Defective Vehicles share a common design defect in that they are equipped
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81	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. 480. The aforementioned conduct constitutes an unfair and deceptive act or 3 4 practice. 5 481. Ford intended for Plaintiff and the other Class members to rely on its aforementioned unfair and deceptive acts and practices, and such unfair and deceptive 6 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 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. 483. Ford's conduct in this regard was wanton, willful, outrageous, and in 12 13 reckless indifference to the rights of Plaintiff 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 Violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1, et 18 sea. 19 (Brought on Behalf of the Illinois State Class) 20 485. Plaintiffs hereby incorporate by reference the allegations contained in the 21 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 22 486. Plaintiff brings this Count individually and on behalf of the other 23 members of the Illinois State Class ("Class," for purposes of this Count). 24 487. 815 Ill. Comp. Stat. 510/2 provides that a: person engages in a deceptive trade practice when, in the 25 course of his or her business, vocation, or occupation, the 26 . . . (2) causes likelihood of confusion or of person: misunderstanding as to the source, sponsorship, approval, or 27 certification of goods or services; ... (5) represents that goods 28 82 FIRST AMENDED CLASS ACTION COMPLAINT

or services have sponsorship, approval, characteristics, 1 ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, 2 or connection that he or she does not have; ... (7) represents that goods or services are of a particular standard, quality, or 3 grade or that goods are a particular style or model, if they are 4 of another; ... (9) advertises goods or services with intent not to sell them as advertised; ... [and] (12) engages in any other 5 conduct which similarly creates a likelihood of confusion or misunderstanding. 6 488. Ford is a "person" within the meaning of 815 Ill. Comp. Stat. 510/1(5). 7 489. The Defective Vehicles sold or leased to Plaintiff and the other 8 Class members were not of the particular characteristics, uses, benefits, or qualities 9 represented by Ford. 10 490. The Defective Vehicles sold or leased to Plaintiff and the other 11 Class members were not of the particular standard, quality, and/or grade represented by 12 Ford. 13 491. Plaintiff and the other Class members are likely to be damaged as 14 a result of the foregoing wrongful conduct of Ford. 815 Ill. Comp. Stat. 505/7 permits 15 the Court to enter injunctive relief to require Ford to stop the unfair and deceptive 16 conduct alleged herein and to assess costs and attorneys' fees against Ford for its willful 17 deceptive trade practices. 18 THIRTY-FIFTH CAUSE OF ACTION 19 Breach of Express Warrant 20 815 ILCS 5/2-313 (Brought on Behalf of the Illinois State Class) 21 492. Plaintiffs hereby incorporate by reference the allegations contained in the 22 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 23 493. Plaintiff brings this Count individually and on behalf of the other 24 members of the Illinois State Class ("Class," for purposes of this Count). 25 26 27 28 83 FIRST AMENDED CLASS ACTION COMPLAINT

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494. Ford expressly warranted through statements and advertisements that the Defective Vehicles were of high quality, and at a minimum, would actually work properly and safely.

4 495. Ford breached this warranty by knowingly selling or leasing to Plaintiff
5 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 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.

497. Plaintiff and the other Class members have been damaged as a direct and
proximate result of the breaches by Ford in that the Defective Vehicles purchased or
leased by Plaintiff and the other Class members were and are worth far less
than what Plaintiff and the other Class members paid to purchase, which was
reasonably foreseeable to Ford.

498. As a direct and proximate result of Ford's breach of the warranties, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

# THIRTY-SIXTH CAUSE OF ACTION

#### Breach of Implied Warranty of Merchantability 815 ILCS 5/2-314 (Brought on Behalf of the Illinois State Class)

499. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

500. Plaintiff brings this Count individually and on behalf of the other

25 members of the Illinois State Class ("Class," for purposes of this Count).

501. Ford is and was at all relevant times a merchant with respect to motor

27 vehicles.

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502. A warranty that the Defective Vehicles were in merchantable condition was implied by law.

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503. The 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 which is prone to sudden and unexpected failure, resulting in a marked increase in the amount of force required to steer the Defective Vehicles, and making it more likely that drivers of the Defective Vehicles will lose control of their vehicles, crash, and suffer serious injury 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.

506. Plaintiff and the other Class members have had sufficient dealings 21 22 with either Ford or its agents (dealerships) to establish privity of contract between Ford, on the one hand, and Plaintiff and and the other Class members, on the other hand. 23 Notwithstanding, privity is not required in this case because Plaintiff 24 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 28 85

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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 and the other Class members' Defective Vehicles are dangerous 5 instrumentalities due to the aforementioned defects and nonconformities. 507. As a direct and proximate result of Ford's breach of the implied warranty of 6 7 merchantability, Plaintiff and and the other Class members have been damaged in 8 an amount to be proven at trial. 9 THIRTY-SEVENTH CAUSE OF ACTION Fraudulent Concealment 10 (Brought on Behalf of the Illinois State Class) 11 508. Plaintiffs hereby incorporate by reference the allegations contained in the 12 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 13 509. Plaintiff brings this Count individually and on behalf of the other 14 members of the Illinois State Class ("Class," for purposes of this Count). 15 510. Ford intentionally concealed the above-described material safety 16 information, or acted with reckless disregard for the truth, and denied Plaintiff 17 and the other Class members information that is highly relevant to their purchasing 18 and/or leasing decision concerning the Defective Vehicles. 19 511. Through advertisements and other forms of communication, Ford 20 represented that the Defective Vehicles had no significant defects and would perform 21 and operate properly when driven in normal usage. 22 512. Ford knew these representations were false when made. 23 513. The Defective Vehicles purchased or leased by Plaintiff 24 other Class members were, in fact, defective, unsafe, and unreliable, because the 25 Defective Vehicles are equipped with defective EPAS systems which is prone to sudden 26 and unexpected failure, resulting in a marked increase in the amount of force required to 27 28 86 FIRST AMENDED CLASS ACTION COMPLAINT

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steer the Defective Vehicles, and making it more likely that drivers of the Defective Vehicles will lose control of their vehicles, crash, and suffer serious injury or death.

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514. Ford had a duty to disclose that these Defective Vehicles were defective, unsafe, and unreliable in that the Defective Vehicles are equipped with defective EPAS systems which is prone to sudden and unexpected failure, resulting in a marked increase in the amount of force required to steer the Defective Vehicles, and making it more likely that drivers of the Defective Vehicles will lose control of their vehicles, crash, and suffer serious injury or death.

9 515. Plaintiff and the other Class members relied upon Ford to disclose
10 the defects in the Defective Vehicles they were purchasing.

516. The aforementioned concealment was material because if it had been
disclosed Plaintiff and the other Class members would not have bought or
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 and 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
21 and the other Class members, such that punitive damages are appropriate.

## THIRTY-EIGHTH CAUSE OF ACTION

# Fraud by Omission

# (Brought on Behalf of the Illinois State Class)

520. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

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521. Plaintiff brings this Count individually and on behalf of the other
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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 , 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 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 and 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 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 Negligence 20 (Brought on Behalf of the Illinois State Class) 21 528. Plaintiffs hereby incorporate by reference the allegations contained in the 22 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 23 529. Plaintiff brings this Count individually and on behalf of the other 24 members of the Illinois State Class ("Class," for purposes of this Count). 25 530. Plaintiff and the other Class members are the owners of Defective 26 Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed 27 in the stream of commerce by Ford. 28 88 FIRST AMENDED CLASS ACTION COMPLAINT

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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 and the other Class members. Ford breached its duty to Plaintiff
4	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
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 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 were supplied; and
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21	b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Defective
22	Vehicles are likely to be dangerous.
23	535. As a result of Ford's negligence, Plaintiff and the other Class
24	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 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.

9 539. Ford, as manufacturer of consumer products and motor vehicles, has a duty 10 to disclose such known defects and material safety information to federal authorities, 11 Plaintiff, and other Class members.

540. Notwithstanding this duty, and in violation thereof, Ford negligently failed to disclose to and warn Plaintiff and the other Class members, and concealed 14 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 and the other Class members did not have an equal opportunity to discovery such truth about the Defective Vehicles, Plaintiff

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 Plaintifference 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

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disclosed to them and therefore have incurred damages in an amount to be proven at 1 2 trial. 3 FORTY-FIRST CAUSE OF ACTION Strict Product Liability 4 (Brought on Behalf of the Illinois State Class) 5 544. Plaintiffs hereby incorporate by reference the allegations contained in the 6 Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 7 545. Plaintiff brings this Count individually and on behalf of the other 8 members of the Illinois State Class ("Class," for purposes of this Count). 9 546. Ford was at all relevant times engaged in the business of designing, 10 manufacturing, assembling, distributing, and otherwise placing in the stream of 11 commerce the Defective Vehicles to be used by members of the general public, 12 including Plaintiff and and the other members of the Class. 13 547. Ford intended that the Defective Vehicles be used by Plaintiff and 14 the other members of the Class as safe and reliable means of transportation. 15 548. At all times herein, Ford knew that the Defective Vehicles would be 16 purchased by members of the public, including Plaintifference and the other members 17 of the Class, without inspection for defects. 18 549. At all relevant times herein, Ford knew that the Defective Vehicles were not 19 fit for their intended use because they are equipped with defective EPAS systems that 20 are prone to sudden and unexpected failure, resulting in a marked increase in the amount 21 of force required to steer the Defective Vehicles, and making it more likely that drivers 22 will lose control of their vehicles, crash, and suffer serious injury or death 23 550. Ford designed, manufactured, assembled, distributed, and sold the 24 Defective Vehicles in this defective condition making them unreasonably dangerous to 25 users and consumers or to their property. 26 551. The Defective Vehicles were equipped with the defective EPAS systems 27 that are prone to sudden and unexpected failure, resulting in a marked increase in the 28 91 FIRST AMENDED CLASS ACTION COMPLAINT

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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 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
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
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 Causes of Action Under Illinois Law)
18	554. 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	555. Plaintiff brings this Count individually and on behalf of the other
21	members of the Illinois State Class ("Class," for purposes of this Count).
22	556. Plaintiff and the other Class members paid Ford the value of
23	vehicles that are non-defective, and in exchange, Ford provided Plaintiff
24	the other Class members with Defective Vehicles that are, in fact, defective.
25	557. As such, Plaintiff and the other Class members conferred a
26	windfall upon Ford, which would be unjust for Ford to retain.
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558. As a direct and proximate result of Ford's unjust enrichment, Plaintiff Fournier and the other Class members have incurred damages.

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559. Plaintiff , individually and on behalf of the other Class members, seeks full disgorgement and restitution of Ford's enrichment, benefit, and ill-gotten gains acquired as a result of the unlawful and/or wrongful conduct described herein.

## Claim Brought on Behalf of the Arizona State Class

### FORTY-THIRD CAUSE OF ACTION Breach of Express Warranty (Brought on Behalf of the Arizona State Class)

560. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

561. Plaintiffs Rebecca Wolf and Ryan Wolf ("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).

562. Ford is and was at all relevant times a seller with respect to motor vehicles.

563. In the course of selling the Defective Vehicles, Ford expressly warranted to repair and adjust to correct defects in materials and workmanship of any part supplied by Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the Defective Vehicles' materials and workmanship defects.

564. Ford expressly warranted through statements and advertisements that the Defective Vehicles were of high quality, and at a minimum, would actually work properly and safely.

565. These warranties were made, *inter alia*, in advertisements and in uniform
statements provided by Ford to be made by salespeople. These affirmations and
promises were part of the basis of the bargain between Ford, on the one hand, and
Plaintiffs and the other Class members, on the other hand.

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566. Ford did not provide at the time of sale, and has not provided since then, 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.

568. Accordingly, recovery by Plaintiffs and the other Class members is not 6 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.

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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.

570. Plaintiffs and the other Class members were therefore induced to purchase 14 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.

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573. 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.

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### **FORTY-FOURTH CAUSE OF ACTION** Breach of Implied Warranty of Merchantability (Brought on Behalf of the Arizona State Class)

574. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

575. Plaintiffs Rebecca ("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).

576. Ford is and was at all relevant times a merchant with respect to motor vehicles.

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1577. A warranty that the Defective Vehicles were in merchantable condition was
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1577. A warranty that the Defective Vehicles were in merchantable condition was

578. The 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 that are prone to sudden and unexpected failure, resulting in a marked increase in the amount of force required to steer the Defective Vehicles, and making it more likely that drivers will lose control of their vehicles, crash, and suffer serious injury or death.

579. Ford has admitted that the defective EPAS system is prone to sudden and unexpected and has identified numerous cause underlying the failure of this defective system. In addition, and most significantly, regardless of the cause of these admittedly foreseeable events, 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, resulting in a marked increase in the amount of force required to steer the Defective Vehicles, and making it more likely that drivers will lose control, crash of their vehicles,
 crash, and suffer serious injury or death.

580. Ford was provided notice of these issues and defects through numerous
complaints filed against it, as well as internal knowledge derived from testing and
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 Class members' Defective Vehicles are dangerous instrumentalities due to the 16 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.

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### FORTY-FIFTH CAUSE OF ACTION Fraudulent Concealment (Brought on Behalf of the Arizona State Class)

583. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

584. Plaintiffs
Count) bring this Count individually and on behalf of the other members of the Arizona
State Class ("Class," for purposes of this Count).

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585. Ford intentionally concealed the defect and above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiffs and the other Class members information that is highly relevant to their purchasing and/or 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.

587. Ford knew these representations were false when made.

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588. Plaintiffs and the other Class members were unaware that Ford's representations were false.

589. The Defective Vehicles purchased or leased by Plaintiffs and the other
Class members were, in fact, defective, unsafe, and unreliable, because the Defective
Vehicles are equipped with defective EPAS systems that are prone to sudden and
unexpected failure, resulting in a marked increase in the amount of force required to
steer the Defective Vehicles, and making it more likely that drivers will lose control of
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.

592. 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.

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.

1	FORTY-SIXTH CAUSE OF ACTION
2	Fraud by Omission (Brought on Behalf of the Arizona State Class)
3	594. Plaintiffs hereby incorporate by reference the allegations contained in the
4	Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.
5	595. Plaintiffs ("Plaintiffs," for purposes of this
6	Count) bring this Count individually and on behalf of the other members of the Arizona
7	State Class ("Class," for purposes of this Count).
8	596. Ford was aware of the defects and above-described material safety
9	information as early as 2010.
10	597. Ford, as manufacturer of consumer products and motor vehicles, has a duty
11	to disclose such known defects and material safety information to federal authorities,
12	Plaintiffs, and other Class members.
13	598. Ford, through its omission, failed to disclose the known safety-related
14	defects and material safety information.
15	599. Plaintiffs reasonably relied on Ford to perform its duty to disclose the
16	known safety-related defects and material safety information.
17	600. The existence of the safety-related defect and material safety information
18	was material to Plaintiffs and other Class members because, had they known of the
19	safety-related defect and material safety information, they would not have purchased the
20	Defective Vehicles.
21	601. As a direct and proximate result of Ford's omission, Plaintiffs and other
22	Class members purchased Defective Vehicles with the EPAS system defect described
23	herein that they either paid too much for or would not have purchased if the defect had
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25	been disclosed to them and therefore have incurred damages in an amount to be proven at trial.
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# 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.

6 603. Plaintiffs Rebecca ("Plaintiffs," for purposes of this
7 Count) bring this Count individually and on behalf of the other members of the Arizona
8 State Class ("Class," for purposes of this Count).

9 604. Plaintiffs and Ford are "persons" as defined by Ariz. Rev. Stat. § 4410 1521(6). The Defective Vehicles are "merchandise" as defined by Ariz. Rev. Stat. § 4411 1521(5).

12 605. The Arizona Consumer Fraud Act proscribes "[t]he act, use or employment
13 by any person of any deception, deceptive act or practice, fraud, false pretense, false
14 promise, misrepresentation, or concealment, suppression or omission of any material
15 fact with intent that others rely upon such concealment, suppression or omission, in
16 connection with the sale or advertisement of any merchandise whether or not any person
17 has in fact been misled, deceived or damaged thereby." Ariz. Rev. Stat. § 44-1522(A).

18 606. By failing to disclose and actively concealing the defects in the Defective 19 Vehicles, Ford engaged in deceptive business practices prohibited by the Arizona 20 Consumer Fraud Act, including (1) representing that Defective Vehicles have 21 characteristics, uses, benefits, and qualities which they do not have, (2) representing that 22 Defective Vehicles are of a particular quality, standard, or grade when they are of 23 another, (3) advertising Defective Vehicles with intent not to sell them as advertised, and 24 (4) engaging in acts or practices which are otherwise unfair, misleading, false or 25 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

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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 13	a. Possessed exclusive knowledge of the defects rendering the Defective 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 c. Made incomplete representations about the characteristics and performance
16 17	of the Defective Vehicles generally, while purposefully withholding 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.
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612. Plaintiffs and the Class sustained damages as a result of Ford's unlawful acts and are, therefore, entitled to damages and other relief as provided under the Arizona Consumer Fraud Act. 613. Plaintiffs also seek court costs and attorneys' fees as a result of Ford's 4 violations of the Arizona Consumer Fraud Act as provided in Ariz. Rev. Stat. § 12-341.01.

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# FORTY-EIGHTH CAUSE OF ACTION Negligence (Brought on Behalf of the Arizona State Class)

614. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein. 615. Plaintiffs ("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).

616. Plaintiffs and the other Class members are the owners of or lease Defective Vehicles that were manufactured, designed, assembled, distributed, and otherwise placed 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 the Defective Vehicles because it knew, or in the exercise of reasonable care should have known, that the EPAS systems of the Defective Vehicles were prone to sudden and unexpected failure, making it markedly more difficult to steer the Defective Vehicles

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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 supplied; and
11	
12	b. Ford failed to exercise reasonable care to inform customers of the dangerous condition, or of the facts under which the Defective Vehicles are
13	likely to be dangerous.
14	621. As a result of Ford's negligence, Plaintiffs and the other Class members
15	suffered damages.
16	FORTY-NINTH CAUSE OF ACTION
17	Negligent Misrepresentation (Brought on Behalf of the Arizona State Class)
18	622. 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	623. Plaintiffs ("Plaintiffs," for purposes of this
21	Count) bring this Count individually and on behalf of the other members of the Arizona
22	State Class ("Class," for purposes of this Count).
23	624. Ford was aware of the defects and above-described material safety
24	information as early as 2010.
25	625. Ford, as manufacturer of consumer products and motor vehicles, has a duty
26	to disclose such known defects and material safety information to federal authorities,
27	Plaintiffs, and other Class members.
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626. 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 4 and unreasonable risk of incidents, accidents, injuries and death.

627. Because Plaintiffs and the other Class members did not have an equal 5 6 opportunity to discovery such truth about the Defective Vehicles, Plaintiff and the other 7 Class members purchased the Defective Vehicles in the reasonable, but, unbeknownst to 8 them, false belief they were fit for use, merchantable, and reasonably safe for their 9 intended purposes.

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628. The existence of the defects and material safety information was material to the Plaintiffs and other Class members because, had they known of the defects and material safety information, they would not have purchased the Defective Vehicles.

13 629. As a direct and proximate result of Ford's negligent failure to disclose and 14 warn and its concealment and misrepresentation of such facts, Plaintiffs and other Class 15 members purchased Defective Vehicles with the EPAS system defect described herein 16 that they either paid too much for or would not have purchased if the defect had been 17 disclosed to them and therefore have incurred damages in an amount to be proven at 18 trial.

# FIFTIETH CAUSE OF ACTION **Negligent Misrepresentation** (Brought on Behalf of the Arizona State Class)

630. Plaintiffs hereby incorporate by reference the allegations contained in the Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

23 631. Plaintiffs ("Plaintiffs," for purposes of this 24 Count) bring this Count individually and on behalf of the other members of the Arizona 25 State Class ("Class," for purposes of this Count). 26

632. Ford was at all relevant times engaged in the business of designing, manufacturing, assembling, distributing, and otherwise placing in the stream of

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commerce the Defective Vehicles to be used by members of the general public, including Plaintiffs and the other members of the Class.

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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.

634. At all times herein, Ford knew that the Defective Vehicles would be 5 purchased by members of the public, including Plaintiffs and the other members of the 6 7 Class, without inspection for defects.

635. At all relevant times herein, Ford knew that the Defective Vehicles were not 8 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.

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639. As a direct and proximate result of the defective and unreasonably
 dangerous conditions of the Defective Vehicles as alleged herein, Plaintiffs and the other
 members of the Class have suffered damages.

# FIFTY-FIRST CAUSE OF ACTION

# Unjust Enrichment (Brought on Behalf of the Arizona State Class – Pled in the Alternative to the Other Causes of Action Under Arizona Law)

640. Plaintiffs hereby incorporate by reference the allegations contained in the
Paragraphs 1 through 144 of this Complaint, as if fully set forth herein.

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9 641. Plaintiffs ("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).

12 642. Ford had knowledge of the safety defect in the Defective Vehicles, which it13 failed to disclose to Plaintiff and the other Class members.

643. As a result of its 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 and the
other Class members.

19 644. Ford accepted and retained the non-gratuitous benefits conferred by
20 Plaintiffs and the other Class members, who without knowledge of the safety defect paid
21 a higher price for Defective Vehicles that actually had lower values. It would be
22 inequitable and unjust for Ford to retain these wrongfully obtained profits.

23 645. Plaintiffs and the other Class members are therefore entitled to restitution in
24 an amount to be determined at trial.



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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.

### FIRST AMENDED CLASS ACTION COMPLAINT

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1	DEMAND FOR JURY TRIAL
2	Plaintiffs request trial by jury on all issues so triable.
3	Respectfully submitted,
4	Dated: September 8, 2014 BARON & BUDD, P.C.
5	/s/ Roland Tellis
6	By: Roland Tellis
7	Roland Tellis (SBN 186269) rtellis@baronbudd.com
8	Mark Pifko (SBN 228412)
9	mpifko@baronbudd.com Isaac Miller (SBN 266459)
10	imiller@baronbudd.com BARON & BUDD, P.C.
11	15910 Ventura Boulevard, Suite 1600 Encino, California 91436
12	Telephone: (818) 839-2333
13	Facsimile: (818) 986-9698
14	Adam J. Levitt (admitted pro hac vice) alevitt@gelaw.com
15	John E. Tangren (admitted pro hac vice)
16	jtangren@gelaw.com GRANT & EISENHOFER P.A.
17	30 North LaSalle Street, Suite 1200 Chicago, Illinois 60602
18	Telephone: (312) 214-0000 Facsimile: (312) 214-0001
19	
20	Justin S. Brooks (admitted <i>pro hac vice</i> ) jbrooks@gelaw.com
21	<b>GRANT &amp; EISENHOFER P.A.</b> 123 Justison Street
22	Wilmington, Delaware 19801 Telephone: (302) 622-7000
23	Facsimile: (302) 622-7000
24	
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28	107
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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
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Flag Status:	Flagged

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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: et al v. Ford Motor Company

Case Number:

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Docket T	ext:			
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,	,			
(	(Filed on 9/8/2014)			

5:14-cv-02989-LHK Notice has been electronically mailed to:

Adam J. Levitt

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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]]

DCISUCY



#### Service of Process Transmittal 07/28/2014 CT Log Number 525395507

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)

, et al., Pitfs. vs. Ford Motor Company, Dft.
Summons, Complaint
United <u>states district C</u> ourt, -, - Case #
Product Liability Litigation - Manufacturing Defect - 2011 Ford Fusion
The Corporation Company, Bingham Farms, MI
By Process Server on 07/28/2014 at 09:50
Michigan
Within 21 days after service, not counting the day of receipt
Justín 5 Brooks 123 Justison street Wilmington, CA 19801
CT has retained the current log, Retain Date: 07/28/2014, Expected Purge Date: 08/02/2014 Image SOP Email Notification, Chris Dzbanski cozbansk@ford.com Email Notification, Mary Ann MacKinnon mmackin1@ford.com
The Corporation Company 30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720 248-646-9033

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

Page 1 of 1 / SJ

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AO 440 (Rev. 06/12) Summons in a Civil Action

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	DISTRICT COURT
Northern Dist	trict of California
and, individually, and on behalf of all others similarly situated, <i>Plaint(f(s)</i> V.	) ) ) ) Civil Action No. )
Ford Motor Company, Defendant(s)	) ) )
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) Ford Motor Company	<b>`</b>

endant's name and address) Ford Motor Company 30600 Telegraph Road Suite 23415 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, Sulte 1800 Encino, California 91436 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





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renders the system prone to sudden and premature failure during ordinary and
foreseeable driving situations.

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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
because of the significant safety concerns presented as a result of the system's defects

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and premature failures. When the EPAS system fails while a Defective Vehicle is on the
 road, the driver is suddenly unable to turn the vehicle. This exposes occupants of the
 Defective Vehicles, occupants of surrounding vehicles, and pedestrians, to the risk of
 collisions and grave bodily harm. As a result of Ford's omission of material
 information, Ford has recklessly risked the safety of occupants of the Defective Vehicles
 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: Talked to the tech below and this loss of assist would always 24

occur in low speed parking lot maneuvers similar to the Focus issue and had him check the HC BJB main feed and the 100a fuse connections and the tech found the main battery feed 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.

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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 5	fingertips. Can you tell if the EPAS ribbon cable concern on the Fusion is linked to the Explorer U502 [Ford's Fifth
5 6	Generation Explorer]? This concern I believe was resolved at the end of Nov. 2011 for the Fusion vehicle line. We are seeing
7	concerns on the Explorer U502 EPAS hard to turn intermittently.
8	10. Hundreds of complaints post-dating Mr. Robinson's email - of which Ford
9	was well aware - reveal that the EPAS problems for the Fusion line were not resolved in
10	2011. Ford's callous responses to these complaints, described in more detail below,
11	reveal Ford's willful disregard for the EPAS system defects in the Defective Vehicles
12	and the safety risk created by this defective system.
13	11. Upon information and belief, Ford has intentionally concealed the fact that
14	the EPAS system is prone to sudden and premature failure, so that the warranty period
15	on the Defective Vehicles will expire before consumers become aware of the problem.
16	Upon information and belief, Ford has been aware of problems with the EPAS system in
17	the Fusion Vehicles since as early as 2010. Upon information and belief Ford knew that
18	any purported fix to the EPAS system of the Defective Vehicles was ineffective. Indeed,
19	Ford recently recalled other models with similarly defective EPAS systems. But, Ford
20	chose to conceal from NHTSA and its customers that the Defective Vehicles were
21	experiencing similar EPAS issues.
22	12. As a result of Ford's unfair, deceptive, and fraudulent business practices,
23	and its failure to disclose defects in the EPAS system, owners and lessees of the
24	Defective Vehicles have suffered losses in money or property for which Ford is
25	responsible.
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	COMPLAINT



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1	PARTIES
2	Plaintiffs
3	17. Plaintiff is a citizen of California, and a resident of Royal Oaks,
4	which is in Monterey County, California.
5	18. Plaintiff owns a 2011 Ford Fusion, which he purchased from Salinas
6	Valley Ford in late 2012. At the time Plaintiff purchased the vehicle, it had
7	approximately 26,000 miles on it.
8	19. When Plaintiff purchased his 2011 Ford Fusion, he relied on a
9	reasonable expectation that the vehicle's steering system would not suffer from
10	premature failure and that it would not pose an unavoidable safety risk.
11	20. Plaintiff reviewed Ford's promotional materials and other
12	information, and had Ford disclosed its knowledge of the EPAS defects and failures,
13	Plaintiff would have seen such disclosures and would have been aware of them.
14	Indeed, Ford's omissions were material to Plaintiff
15	purchased his 2011 Ford Fusion, or would not have paid the purchase price charged had
16	he known that the EPAS system was prone to a dangerous premature failure.
17	21. 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	such unremedied defects, Plaintiff Philips purchased his 2011 Ford Fusion, not knowing
20	that, as sold, it was defective.
21	22. In late 2013, Plaintiff began having intermittent problems with the
22	steering system in his Fusion, and he experienced difficulty steering. Plaintiff
23	complained to Ford, but nothing was done. Plaintiff complained again, but he
24	was told that it was a power steering problem that was not covered by the power train
25	warranty. Instead, Plaintiff was told that it would cost approximately \$2,000 to
26	fix the problem. Ford offered to pay 50%.
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	COMPLAINT

-LHK Document1 Filed06/27/14 Page8 of 76 Case 1 23. Plaintiff is a citizen of West Virginia, and a resident of 2 New Martinsville, which is in Wetzel County, West Virginia. 3 24. Plaintiff 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 When Plaintiff purchased his 2011 Ford Fusion, he relied on a 25. 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 reviewed Ford's promotional materials and other 9 information, and had Ford disclosed its knowledge of the EPAS defects and failures, 10 Plaintiff would have seen such disclosures and would have been aware of them. 11 Indeed, Ford's omissions were material to Plaintiff and, 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 purchased his 2011 Ford Fusion, not knowing 17 that, as sold, it was defective. 18 28. Plaintiffs and are citizens of North Carolina, 19 and residents of Winston-Salem, which is in Forsyth County, North Carolina. own a 2013 Ford Fusion, which they 20 29. Plaintiffs 21 purchased in or about November 2013 from Parkway Ford located in Winston-Salem, 22 North Carolina. 30. 23 When Plaintiffs and and 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 reviewed Ford's promotional materials 31. Plaintiffs 27 and other information, and had Ford disclosed its knowledge of the EPAS defects and 28 8 COMPLAINT

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1	failures, Plaintiffs when the seen such disclosures and
2	would have been aware of them. Indeed, Ford's omissions were material to Plaintiffs
3	, 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
9	their 2013 Ford Fusion, not knowing that, as sold, it was defective.
10	, 33. Plaintiff
11	Carolina corporation located in Mooresville, North Carolina.
12	34. Plaintiff 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 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 reviewed Ford's promotional materials and other information,
22	and had Ford disclosed its knowledge of the EPAS defects and failures, Plaintiff
23	would have seen such disclosures and would have been aware of them. Indeed, Ford's
24	omissions were material to Plaintiff , 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.
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	Complaint

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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 purchased the 2012 Ford Focus and 2013 Ford 4 Fusion vehicles, not knowing that, as sold, they were defective. 5 38. is a citizen of West Virginia, and a resident of Plaintiff 6 Dunbar, which is in Kanawha County, West Virginia. 7 39. Plaintiff 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 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 reviewed Ford's promotional materials and other 13 information, and had Ford disclosed its knowledge of the EPAS defects and failures, 14 Plaintiff would have seen such disclosures and would have been aware of 15 them. Indeed, Ford's omissions were material to Plaintiff have purchased a 2013 Ford Fusion, or would not have paid the purchase price charged 16 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 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 10

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largest such companies and its vehicles include those sold under the Ford, Lincoln, and
 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.

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### TOLLING OF THE STATUTE OF LIMITATIONS

### 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.

46. 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

47. 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.

48. Specifically, Ford has been aware since 2010, if not earlier, that the EPAS
system it designed, manufactured, and installed in the Defective Vehicles is prone to
sudden and premature failure, resulting in marked increases to steering effort and loss of
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

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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 the Defective Vehicles.<sup>2</sup> Indeed, Class Members have contacted Ford directly before or 4 after complaining to NHTSA regarding the sudden steering failure of their Defective 5 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 Plaintiffs and the other Class members justifiably relied on Ford to disclose 51. 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 <sup>2</sup> Even with respect to the Ford Explorer, another vehicle with a similarly defective 26 EPAS system that Ford did recall at NHTSA's insistence, Steve Kenner -- Ford's global 27 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." 28 12 COMPLAINT



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been forthcoming regarding problems with the EPAS system, including -- still
 inadequate -- corrective actions it has made to the EPAS.

60. In addition to misleading statements about the safety and efficacy of the
EPAS system, Ford has also ignored, concealed, and failed to adequately address the
numerous complaints it has received regarding the Defective Vehicles' steering failures.
These complaints began almost immediately upon the release of each model of
Defective Vehicle.

61. Ford's response to complaints presented by customers and posted publicly
on automotive forums has been unsatisfactory. On one occasion, Ford responded to a
complaint by stating: "Intermittent issues can be very tough to diagnose, and the codes
that were stored may not have pointed to a specific cause. That could be why it needs to
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."

63. Such customer frustration is appropriate. As described below, the EPAS
system has pervasive underlying defects that Ford is aware of based on its own internal
investigation, direct complaints it received regarding steering failures of the Defective
Vehicles, and numerous complaints submitted to NHTSA (discussed below). It
nonetheless has declined to publicly acknowledge the defects and failed to take adequate
and necessary steps to correct the defects.

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#### 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.

13 66. Unlike a hydraulic power steering system that continuously drives a 14 hydraulic pump, the efficiency advantage of an EPAS system (if it were properly 15 designed and manufactured) is that it powers the PSC motor only when necessary. 16 According to Ford, its EPAS system results in reduced vehicle fuel consumption 17 compared to the same vehicle with a hydraulic power steering system. Moreover, Ford's 18 EPAS system can be fine-tuned simply by modifying the software controlling the 19 electronic control unit ("ECU"). This provides a unique and cost-effective opportunity 20 to adjust the steering "feel" of the Defective Vehicles. For safety reasons, it is important 21 that a failure in the electronics never result in a situation where the PSC motor prevents 22 the driver from steering the vehicle. Unfortunately, however, that is not the case with 23 Ford's Defective Vehicles.

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
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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 steering effort in model year 2011 Ford Explorer vehicles
24	equipped with Electric Power Assisted Steering (EPAS). In addition, ODI has identified field reports provided in Ford's
25	Early Warning Reporting data submissions that relate to the alleged defect. Some of the complaints indicated observing a
26	power steering warning message when the failure occurred. In
27	some cases, the condition was corrected by turning the vehicle off and restarting. However, some reports indicate the
28	condition returned after restart. A Preliminary Evaluation has 16
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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 issue and had him check the HC BJB main feed and the 100a
11	fuse connections and the tech found the main battery feed loose to high current battery junction box, he tightened the nut
12	1 1/2 turns to torque it properly, road test now the vehicle is fixed.
13	
14	(emphasis added)
15	75. In March 23, 2012, Mark Robinson of Ford writes:
16	I need your help. You may have this information at your fingertips. Can you tell if the EPAS ribbon cable concern on
17	the Fusion is linked to the Explorer U502 [Ford's Fifth Generation Explorer]? This concern I believe was resolved at
18	the end of Nov. 2011 for the Fusion vehicle line. We are seeing
19	concerns on the Explorer U502 EPAS hard to turn intermittently.
20	Although the concern was not resolved at the end of the November 2011 Fusion vehicle
21	line - as evidenced by continued complaints of power steering failures for later model
22	Fusion and Focus vehicles - Mr. Robinson's email indicates that Ford was well aware of
23	ribbon cable defects in early model Ford Fusions that caused power steering failures
24	similar to what it was observing in the Ford Explorer. Notably, Ford has never recalled
25	the 2010 or 2011 Ford Fusion – or any other model of Defective Vehicle – and never
26	disclosed the problems to the customers, NHTSA, or the public.
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28	18
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Case Document1 Filed06/27/14 Page19 of 76 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: 1) Why are we replacing these gears? How do you know it is 5 not a wiring issue? Do not replace an intermittent gear until we 6 know 100% for sure it is not wiring. Are these dealers nearby where we can go there to look? 2) WARNING: The world will 7 shit a brick with 4 EPAS claims on U502 and our lives will be hell. ALL these gears need root cause within 48 hours or less. 8 77. In response to Mrozek's scathing e-mail, Bradley Jackson states: 9 Rob, I agree. If the word gets out that gear replacements are 10 fixing the concern, we are in trouble. Need to deep dive these gears when they come back. 11 78. Under pressure from NHTSA, Ford recently issued a recall of Ford 12 Explorers. Ford has publicly acknowledged that the Ford Explorer's EPAS is prone to 13 sudden failure and recently confirmed that it has been aware of the 15 accidents that 14 were caused by a loss of power steering in the Explorer. Ford's global director of 15 automotive safety, Steve Kenner, nonetheless publicly maintains "that loss of power 16 steering assist in the subject vehicles does not present an unreasonable safety risk for 17 these vehicles." Kenner predicates this statement on Ford's position that vehicles can 18 still be driven when the power steering fails. Ford, however, is lying to consumers and 19 the public. 20 79. Although the steering system in the Defective Vehicles defaults to manual 21 steering when the EPAS System fails, an unreasonable safety risk remains (both in the 22 Ford Explorer and in the Defective Vehicles), particularly when a vehicle is traveling at 23 high speeds or on unlevel terrain. The sudden shock of needing to immediately exert 24 great effort to control the vehicle makes the Defective Vehicles extremely susceptible to 25 accidents when EPAS fails. This is clear from complaints reported to NHTSA about 26 loss of control as a result of failure of the EPAS system. Moreover, failure of the EPAS 27 28 19

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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."

### **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 On June 23, 2010, the owner of a 2010 Ford Fusion reported to NHTSA 82. 26 that the steering pulled to the side and that he noticed steering failures since the vehicle 27 was first purchased.

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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 APPROXIMATELY 3000 MILES ON IT. I HAD A BAD
4 5	EXPERIENCE WHERE THE POWER STEERING SUDDENLY STOPPED WORKING WHILE PULLING MY
6	CAR OUT OF A PARKING GARAGE. THE VEHICLE CONSOLE DISPLAY SHOWED A 'POWER STEERING
7	ASSIST FAILURE' MESSAGE. I PULLED MY CAR OVER TO THE SIDE WITH CONSIDERABLE EFFORT AND
8	SHUT THE IGNITION OFF. AFTER A FEW MINUTES WAIT, I RESTARTED THE CAR AND EVERYTHING
9	WAS NORMAL. WITHIN A FEW MINUTES, A LESS THAN A MILE TRAVELED, THE SAME FAILURE
10	OCCURRED AND THE SAME MESSAGE WAS
11	DISPLAYED WHILE IN A ROUND-ABOUT. I AGAIN PULLED MY CAR OVER AND SHUT IT OFF. IT AGAIN
12	RESTARTED AND STEERED FINE AND I DROVE IMMEDIATELY TO MY DEALERSHIP. THE
13	DEALERSHIP READ THE CODE, CLEARED IT AND INFORMED ME THAT THEY COULD NOT GET THE
14	VEHICLE TO REPRODUCE THE PROBLEM. THIS IS A
15	VERY SCARY ISSUE AND NO COMPONENTS WERE REPLACED.
16	84. On May 22, 2011, the driver of a 2010 Ford Fusion made the following
17	complaint to NHTSA:
18	CAR PULLS TO THE LEFT OR SOMETIMES RIGHT. USUALLY WHEN TRAVELING AT LOWER SPEEDS THE
19	STEERING IS TERRIBLE, IT WANTS TO PULL THE WHEEL HARD TO ONE SIDE, ALWAYS HAPPENS ON
20	UNEVEN ROAD SURFACE - SOMETIMES ON EVEN
21	ROADS - EVERY ONE OF MY OTHER CARS DRIVE PERFECT ON THE SAME ROAD. TOOK MY COMPANY
22	CAR TO THE DEALER TO HAVE IT LOOKED AT - THEY REPLACED ALL 4 TIRES AND DID AN ALIGNMENT -
23	CHARGED MY FLEET \$1,200 AND IT STILL DOES THE
24	SAME THING. SERVICE MANAGER SAID THAT IT IS A CHARACTERISTIC OF THE CAR AND FORD WILL NOT
25	FIX IT - JUST LIVE WITH IT. PROBLEM IS I AM STUCK. WITH IT FOR ANOTHER YEAR AND A HALF.
26	85. On December 11, 2012, a vehicle owner reported a crash in a 2010 Ford
27 28	Fusion. The Defective Vehicle lost power steering, traction control, and the ability to
20	21 COMPLAINT

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brake upon entering a freeway on ramp. To stop the vehicle and avoid endangering
 other drivers, the driver was "forced to crash into the concrete wall barrier on the
 driver's side of the ramp." The driver and one other individual were injured.

86. On October 3, 2012, a vehicle owner reported a crash in a 2011 Ford
Fusion. The steering wheel seized while the owner was driving at 35 MPH, causing her
to crash into a curb. After the initial accident, the steering of the vehicle continued to
fail. The vehicle was taken to a Ford dealer three times, and the dealer refused to help
her because the failure could not be replicated. The vehicle owner notified Ford but
Ford was unwilling to offer assistance.

87. On March 3, 2014, NHTSA received a report of a power steering failure
concerning a 2010 Ford Fusion. The vehicle owner was driving home from work on the
interstate when the power steering failed. The power steering failed the next day. The
owner was told it would cost \$1,600 to repair. When the owner called Ford, Ford said
that it would not help the owner.

15 88. 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 safety hazard that could cause a serious accident if someone was not strong enough to handle the car. The owner noted that the owner's mechanic could not fix the issue and informed NHTSA of plans to file a complaint with Ford but didn't "expect to hear back from them."

89. On November 9, 2013, a vehicle owner reported driving a 2010 Ford
Fusion at approximately 40 MPH when the power steering failed. A Ford dealer
examined the EPAS and stated that the power steering rack would need to be replaced at
a cost of \$1,830.73. The owner felt this was "an absurd cost [to] have to incur because
[he or she] noticed many people have experienced something familiar in many cases."

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90. On November 30, 2014, a vehicle owner reporting nearly crashing a 2011
 Ford Fusion while driving approximately 55 MPH and losing all steering ability when
 the power steering failed.

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91. On November 13, 2013, a gentleman driving approximately 55 MPH in his
2011 Ford Fusion reported sudden steering failure. He noted that "if this would have
happened to [his] wife, which is her car to drive, she wouldn't be able to steer the
vehicle." It "took [him] all [he] had to get it home. Not very confident on letting her
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.

93. On August 28, 2013, a woman reported sudden failure of power steering of
her 2011 Ford Fusion. The vehicle nearly hit another vehicle and she reported it took
every bit of her 120 pound body's strength to manually steer the vehicle into the parking
lot. This was the fourth occurrence. The dealer made some kind of repair to the EPAS
system, for which he charged her over \$1,600.

94. On August 18, 2013, an 84 year old woman reported sudden steering failure
of her 2012 Ford Fusion. She stated that it was next to impossible to steer. At the time
of the complaint, the dealer had not identified a problem.

95. On April 18, 2014, a vehicle owner of a 2013 Ford Fusion was driving
down a two-lane mountain road downhill with lots of curves when the power steering
warning light came on and the power steering suddenly failed. The owner could not
control the car and it had to be towed to a Ford dealer. The dealer believed the problem
was a faulty steering gear in the EPAS system and replaced the gear assembly.

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96. On March 4, 2013, a vehicle owner driving a 2013 Ford Fusion suddenly
 lost the ability to steer the car. A test drive by a service representative did not replicate
 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."

98. In April of 2014, a vehicle owner of a 2014 Ford Fusion experienced a
sudden loss of power steering and traction control. A Ford dealer determined the power
steering needed to be replaced. The owner contacted Ford about the car, which was only
months old, and notified it of the failure, but the vehicle was not repaired by Ford.

99. On October 4, 2011, the owner of a brand new 2012 Ford Focus
experienced power steering failure when making a turn at low speed. The owner was
able, with great difficulty, to steer the vehicle to the side of the road. The owner was
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.

101. On January 20, 2012, an owner of a 2012 Ford Focus reported sudden
steering failure and found it extremely difficult to steer without assist. A tow truck
driver also had great difficulty steering the car to get it on the tow truck. Once at the
dealer, the power assist returned to function and the dealer could not replicate the issue.
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). 23 24 25 26 27 28 25 COMPLAINT

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1		CLASS ACTION ALLEGATIONS
2	105.	Plaintiffs bring this action as a class action under Federal Rule of Civil
3		23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and all others similarly
4		aintiffs seek to represent a class (the "Nationwide Class") initially defined
5	as:	
6		All current and former owners and lessees of a Defective Vehicle (as defined herein) in the United States.
7	106.	Additionally, Plaintiffs seek to represent the following statewide classes
8	(the "Statew	vide Classes") defined as follows:
9	a.	All current and former owners and lessees of a Defective
10		Vehicle (as defined herein) in California (the "California State
11 12		Class");
12	Ь.	All current and former owners and lessees of a Defective
13		Vehicle (as defined herein) in West Virginia (the "West
15		Virginia State Class");
16	с.	All current and former owners and lessees of a Defective
17		Vehicle (as defined herein) in North Carolina (the "North
18		Carolina State Class");
19	<b>d</b> .	All current and former owners and lessees of a Defective
20		Vehicle (as defined herein) in Ohio (the "Ohio State Class").
21	107.	Excluded from each of the Nationwide and Statewide Classes are Ford, as
22	well as Ford	l's employees, affiliates, officers, and directors, including franchised dealers,
23	any individu	als who experienced physical injuries as a result of the defects at issue in
24	this litigatio	n, and the judge and court staff to whom this case is assigned. Plaintiffs
25	reserve the r	right to amend the definition of the class if discovery or further investigation
26	reveals that	the class should be expanded or otherwise modified.
27	108.	Numerosity and impracticality of joinder. The members of the
28	Nationwide	and Statewide Classes are so numerous that joinder of all members is 26
		COMPLAINT



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:

whether Ford breached the duty of reasonable care it owed to a. the Nationwide and Statewide Classes;

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- b. whether Ford's breach of its duties directly and proximately caused the Nationwide and Statewide Classes' damages;
- 13 whether Ford omitted, misrepresented, concealed, c. 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 the other Nationwide and Statewide Class members;
  - whether Ford engaged in fraud, fraudulent concealment, and e. made fraudulent representations to the public;
- f. 22 whether Plaintiffs and the other Nationwide and Statewide 23 Class members are entitled to damages; and
- 24 whether Plaintiffs and the other Nationwide and Statewide g. 25 Class members are entitled to equitable relief or other relief, 26 and the nature of such relief.

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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
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
interests that conflict with the interests of the other Nationwide and Statewide Class
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.

113. Superiority. A class action is superior to all other available methods for
the fair and efficient adjudication of this controversy because, among other things: it is
economically impracticable for members of the Nationwide and Statewide Classes to
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	<b>Claims Brought on Behalf of the Nationwide Class</b>
5	FIRST CAUSE OF ACTION
6	Violation of the Magnuson-Moss Warranty Act
7	15 U.S.C. §§ 2301, et seq. (Brought on behalf of the Nationwide Class)
8	114. All Plaintiffs ("Plaintiffs," for the purposes of the Nationwide Class's
9	claims) hereby incorporate by reference the allegations contained in Paragraphs 1
10	through 113 of this Complaint, as if fully set forth herein
11	115. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for
12	the purposes of this Count).
13	116. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 230
14	by virtue of 28 U.S.C. § 1332 (a)-(d).
15	117. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss
16	Warranty Act, 15 U.S.C. § 2301(3).
17	118. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-
18	Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).
19	119. The Defective Vehicles are "consumer products" within the meaning of the
20	Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
21	120. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
22	damaged by the failure of a warrantor to comply with a written or implied warranty.
23	121. Ford's express warranties are written warranties within the meaning of the
24	Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied
25	warranties are covered under 15 U.S.C. § 2301(7).
26	122. Ford breached these warranties as described in more detail above. Without
27	limitation, the Defective Vehicles share a common design defect in that they are
28	29 Complaint

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equipped with defective EPAS systems that are prone to sudden failure during normal
 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious
 injury, and death. Ford has admitted that these Defective Vehicles are prone to steering
 failures but has failed to address the issue as a result of purported difficulty in
 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 27

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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 Fraudulent Concealment 15 (Brought on behalf of the Nationwide Class) 16 127. Plaintiffs hereby incorporate by reference the allegations contained in 17 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein 18 128. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for 19 purposes of this Count). 20 129. Ford intentionally concealed material facts from Plaintiffs, the other Class 21 members, the public, and NHTSA. Ford has actual knowledge that, because of the way 22 in which the EPAS system was designed and integrated into the Defective Vehicles, the 23 power steering can suddenly fail during normal operation, leaving occupants vulnerable 24 to crashes, serious injuries, and death 25 130. Ford knew that the Defective Vehicles were designed and manufactured 26 with EPAS system defects, but they concealed those material facts. Although the 27 Defective Vehicles contain material safety defects that Ford knew of, or should have 28 31

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 that the Defective Vehicles can be operated safely, and the diminished value of their 24 25 Defective Vehicles, as a result of the defects and Ford's wrongful conduct related to 26 same. 27

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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 <u>THIRD CAUSE OF ACTION</u> Violation of the California Unfair Competition Law, 8 9 Cal. Bus. & Prof. Code §§ 17200, et seq. (Brought on behalf of the California State Class) 10 139. Plaintiffs hereby incorporate by reference the allegations contained in 11 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 12 140. Plaintiff Philips brings this Count on behalf of the California State Class. 13 141. California Business and Professions Code § 17200 prohibits any "unlawful, 14 unfair, or fraudulent business act or practices." 15 142. Ford has violated the unlawful and unfair prongs of § 17200 because the 16 Defective Vehicles share a common design defect in that they are equipped with 17 defective EPAS systems that can suddenly fail during normal operation, leaving 18 occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. 19 143. Ford failed to adequately disclose and remedy this issue. 20 144. Ford's conduct offends established public policy, as the harm Ford caused 21 to consumers greatly outweighs any benefits associated with those practices. 22 145. Plaintiff Philips and the other California State Class members have suffered 23 an injury in fact, including the loss of money or property, as a result of Ford's unfair, 24 unlawful, and/or deceptive practices. 25 146. Ford has violated the fraudulent prong of § 17200 because Ford 26 misrepresented the quality, safety, and reliability of the Defective Vehicles and 27 continues to misrepresent the quality, safety, and reliability of the Defective Vehicles. 28 33 COMPLAINT

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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 Violation of the California False Advertising Law 17 Cal. Civil Code §§ 17500, et seq. 18 (Brought on behalf of the California State Class) 150. Plaintiffs hereby incorporate by reference the allegations contained in 19 Paragraphs 1 through 113 this Complaint, as if fully set forth herein. 20 151. Plaintiff Philips brings this Count on behalf of the California State Class. 21 152. California Business and Professions Code § 17500 states: 22 It is unlawful for any ... corporation ... with intent directly or 23 indirectly to dispose of real or personal property ... to induce the public to enter into any obligation relating thereto, to make 24 or disseminate or cause to be made or disseminated ... from 25 this state before the public in any state, in any newspaper or other publication, or any advertising device, ... or in any other 26 manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is 27 28 34 COMPLAINT

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known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

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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
and the other California State Class
members.

7 154. Ford has violated § 17500 because its misrepresentations and omissions
8 regarding the safety and reliability of its Defective Vehicles were material and likely to
9 deceive a reasonable consumer.

10 155. Plaintiff and 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 and 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.

16 156. Ford's representations turned out to be false because the Defective Vehicles
17 share a common design defect in that they are equipped with defective EPAS systems
18 that can suddenly fail during normal operation, leaving occupants of the Defective
19 Vehicles vulnerable to crashes, serious injury, and death. Had Plaintiff and and the
20 other California State Class members known this, they would not have purchased or
21 leased their Defective Vehicles and/or paid as much for them.

157. Accordingly, Plaintiff and 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.

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159. Plaintiff individually and on behalf of the other California State	
Class members, request that this Court enjoin Ford from continuing its unfair, unlawful,	
and/or deceptive practices and to restore to Plaintiff and and the other California	
State Class members any money acquired by unfair competition, including restitution	
and/or restitutionary disgorgement, and for such other relief as is appropriate.	
<u>FIFTH CAUSE OF ACTION</u> Violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty Cal. Civ. Code §§ 1790, <i>et seq.</i> (Brought on behalf of the California State Class)	
160. Plaintiffs hereby incorporate by reference the allegations contained in	
Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.	
161. Plaintiff brings this Count on behalf of the California State Class.	
162. Plaintiff and the other California State Class members who	
purchased their Defective Vehicles in California are "buyers" within the meaning of Cal.	
Civ. Code § 1791.	
163. The Defective Vehicles are "consumer goods" within the meaning of Cal.	
Civ. Code § 1791(a).	
164. Ford is a "manufacturer" of the Defective Vehicles within the meaning of	
Cal. Civ. Code § 1791(j).	
165. Plaintiff and the other California State Class members bought/leased	
new motor vehicles manufactured by Ford.	
166. Ford made express warranties to Plaintiff and and the other California	
State Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, in its	
warranty, owner's manual, and advertising, as described above.	
167. The Defective Vehicles share a common design defect in that they are	
equipped with defective EPAS systems that is prone to sudden failure during normal	
operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious	
injury, and death. 36	
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1 168. The Defective Vehicles are covered by Ford's express warranties. The 2 defects described herein substantially impair the use, when and safety of the Defective 3 Vehicles to reasonable consumers, including Plaintiff and 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 and 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 and and 15 the other California State Class members received goods whose dangerous condition 16 substantially impairs their value to Plaintiff and and the other California State Class 17 members. Plaintiff and 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 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 and the other 25 California State Class members are entitled to costs and attorneys' fees. 26 27 28 37 COMPLAINT

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1	<u>SIXTH CAUSE OF ACTION</u> Violation of the Song-Beverly Consumer Warranty Act	
2	for Breach of Implied Warranty	
3	Cal. Civ. Code §§ 1790 <i>et seq.</i> (Brought on behalf of the California State Class)	
4	174. Plaintiffs hereby incorporate by reference the allegations contained in	
5	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.	
6	175. Plaintiff brings this Count on behalf of the California State Class.	
7	176. Plaintiff and the other California State Class members who	
8	purchased Defective Vehicles in California are "buyers" within the meaning of Cal. Civ.	
9	Code § 1791.	
10	177. The Defective Vehicles are "consumer goods" within the meaning of Cal.	
11	Civ. Code § 1791(a).	
12	178. Ford is a "manufacturer" of the Defective Vehicles within the meaning of	
13	Cal. Civ. Code § 1791(j).	
14	179. Ford impliedly warranted to Plaintiff and the other California State	
15	Class members that the Class Vehicles were "merchantable" within the meaning of Cal.	
16	Civ. Code §§ 1791.1(a) & 1792; however, the Defective Vehicles do not have the	
17	quality that a buyer would reasonably expect.	
18	180. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability"	
19	or "implied warranty that goods are merchantable" means that the consumer goods meet	
20	each of the following:	
21	(1) Pass without objection in the trade under the contract description.	
22	(2) Are fit for the ordinary purposes for which such goods are used.	
23	(3) Are adequately contained, packaged, and labeled.	
24	(4) Conform to the promises or affirmations of fact made on the container or	
25	label.	
26	181. The Defective Vehicles would not pass without objection in the automotive	
27	trade because they share a common design defect in that they are equipped with	
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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 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 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 and the other California State Class members received 17 goods whose dangerous condition substantially impairs their value to Plaintiff 18 and the other California State Class members. 19 187. Plaintiff 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 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 and and the other California 26 State Class members are entitled to costs and attorneys' fees. 27 28 39 COMPLAINT



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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 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 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 and 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 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), Plaintiff will amend the Complaint to request damages and other relief permitted by 26 27 California Civil Code section 1780. 28 41 COMPLAINT

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1	202. Ford's conduct described herein is fraudulent, wanton, and malicious.
2	203. Under California Civil Code, section 1782(d), Plaintiff 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
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 W. Va. Code § 46-2-213
12	(Brought on behalf of the West Virginia State Class)
13	205. Plaintiffs hereby incorporate by reference the allegations contained in
14	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
15	206. Plaintiff Clay Cecil brings this Count on behalf of the West Virginia
16	State Class.
17	207. Ford is and was at all relevant times a seller of motor vehicles under W. Va.
18	Code § 46-2-313, and is also a "merchant" as the term is used under West Virginia law.
19	208. In the course of selling the Defective Vehicles, Ford expressly warranted to
20	repair and adjust to correct defects in materials and workmanship of any part supplied by
21	Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
22	Defective Vehicles' materials and workmanship defects.
23	209. These warranties were made, inter alia, in advertisements and in uniform
24	statements provided by Ford to be made by salespeople. These affirmations and
25	promises were part of the basis of the bargain between Ford, on the one hand, and
26	Plaintiffs and the other Class members, on the other hand.
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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. 212. Accordingly, recovery by Plaintiffs and the other Class members is not 6 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. 26 27 28 43

Case Document1 Filed06/27/14 Page44 of 76 1 217. 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. 4 218. Finally, due to Ford's breach of warranties as set forth herein, Plaintiffs, 5 individually and on behalf of the other Class members, assert as an additional and/or 6 alternative remedy, as set forth under West Virginia law, for a revocation of acceptance 7 of the goods, and for a return to Plaintiffs and to the other Class members the purchase 8 price of all Defective Vehicles currently owned. 9 NINTH CAUSE OF ACTION Breach of Implied Warranty of Merchantability 10 Ŵ. Va. Code § 46-2-314 (Brought on behalf of the West Virginia State Class) 11 219. Plaintiffs hereby incorporate by reference the allegations contained in 12 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 13 220. Plaintiff brings this Count on behalf of the West Virginia 14 State Class. 15 221. Ford is and was at all relevant times a seller of motor vehicles under W. Va. 16 Code § 46-2-314, and is also a "merchant" as the term is used under West Virginia law. 17 222. A warranty that the Defective Vehicles were in merchantable condition was 18 implied by law in the instant transaction, pursuant to W. Va. Code § 46-2-314. 19 223. These Defective Vehicles, when sold and at all times thereafter, were not in 20merchantable condition and are not fit for the ordinary purpose for which cars are used. 21 Specifically, the Defective Vehicles are equipped with defective EPAS systems, 22 resulting in sudden and unexpected loss of power steering events during which the driver 23 must exert markedly increased steering effort to control-the vehicle. 24 224. Ford was provided notice of these issues and defects through numerous 25 complaints filed against it, reports by NHTSA and other governmental agencies, as well 26 as internal knowledge derived from testing and internal expert analysis. 27 28 44 COMPLAINT

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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 **Fraudulent Concealment** 23 (Brought on behalf of the West Virginia State Class) 24 228. Plaintiffs hereby incorporate by reference the allegations contained in 25 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 26 229. Plaintiff brings this Count on behalf of the West Virginia 27 State Class. 28 45 COMPLAINT

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. 26 27 28 46 COMPLAINT





1 Defective Vehicles had a greater degree of quality, safety, and reliability 2 than was true in fact; and 3 Failed to disclose material information concerning Defective e. 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 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 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 49



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1	a. Ford knew or had reason to know, that the Defective Vehicles were
2	dangerous or were likely to be dangerous for the use for which they
3	were supplied; and
4	b. Ford failed to exercise reasonable care to inform customers of the
5	dangerous condition, or of the facts under which the Defective
6	Vehicles are likely to be dangerous.
7	263. As a result of Ford's negligence, Plaintiffs and the other Class members
8	suffered damages.
9	FOURTEENTH CAUSE OF ACTION
10	Negligent Misrepresentation (Brought on behalf of the West Virginia State Class)
11	264. Plaintiffs hereby incorporate by reference the allegations contained in
12	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
13	265. Plaintiff
14	State Class.
15	266. Ford was aware of the defects and above-described material safety
16	information as early as 2010.
17	267. Ford, as manufacturer of consumer products and motor vehicles, has a duty
18	to disclose such known defects and material safety information to federal authorities,
19	Plaintiffs, and other class members.
20	268. Notwithstanding this duty, and in violation thereof, Ford negligently failed
21	to disclose to and warn Plaintiffs and the other Class members, and concealed and
22	misrepresented the truth, about the significant defects which posed a clear, substantial
23	and unreasonable risk of incidents, accidents, injuries and death.
24	269. Because Plaintiffs and the other Class members did not have an equal
25	opportunity to discover such truth about the Defective Vehicles, Plaintiffs and the other
26 27	Class members purchased the Defective Vehicles in the reasonable, but, unbeknownst to
27	
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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 Strict Product Liability 13 (Brought on behalf of the West Virginia State Class) 14 272. Plaintiffs hereby incorporate by reference the allegations contained in 15 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 16 brings this Count on behalf of the West Virginia 273. Plaintiff 17 State Class. 18 274. Ford was at all relevant times engaged in the business of designing, 19 manufacturing, assembling, distributing, and otherwise placing in the stream of 20 commerce the Defective Vehicles to be used by members of the general public, 21 including Plaintiffs and the other members of the Class. 22 275. Ford intended that the Defective Vehicles be used by Plaintiffs and the 23 other members of the Class as safe and reliable means of transportation. 24 276. At all times herein, Ford knew that the Defective Vehicles would be 25 purchased by members of the public, including Plaintiffs and the other members of the 26 Class, without inspection for defects. 27 28 52 COMPLAINT

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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 **Unjust Enrichment** 24 (Brought on behalf of the West Virginia State Class) 25 282. Plaintiffs hereby incorporate by reference the allegations contained in 26 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 27 28 53 COMPLAINT

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1	283. Plaintiff
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 N.C. Gen. Stat. § 25-2-313
19	(Brought on behalf of the North Carolina State Class)
20	288. Plaintiffs hereby incorporate by reference the allegations contained in
21	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
22	289. Plaintiffs
23	LLC bring this Count on behalf of the North Carolina State Class.
24	290. Ford is and was at all relevant times a seller with respect to motor vehicles.
25	291. In the course of selling the Ford Vehicles, Ford expressly warranted to
26	repair and adjust to correct defects in materials and workmanship of any part supplied by
27	
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Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the
 Defective Vehicles' materials and workmanship defects.

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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.

293. These warranties were made, *inter alia*, in advertisements and in uniform
statements provided by Ford to be made by salespeople. These affirmations and
promises were part of the basis of the bargain between Ford, on the one hand, and
Plaintiffs and the other Class members, on the other hand.

294. Ford did not provide at the time of sale, and has not provided since then,
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.

296. Accordingly, recovery by Plaintiffs and the other Class members is not
limited to the limited warranty of repair or adjustments to parts defective in materials or
workmanship, and Plaintiffs, individually and on behalf of the other Class members,
seek all remedies as allowed by law.

297. Moreover, as alleged in more detail herein, at the time that Ford warranted
and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
the warranties and were inherently defective, and Ford wrongfully and fraudulently
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

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Document1 Filed06/27/14 Page56 of 76 Case 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 EIGHTEENTH CAUSE OF ACTION 12 **Breach of Implied Warranty of Merchantability** N.C. Gen. Stat. § 25-2-314 13 (Brought on behalf of the North Carolina State Class) 14 302. Plaintiffs hereby incorporate by reference the allegations contained in 15 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 16 303. Plaintiffs and 17 LLC bring this Count on behalf of the North Carolina State Class. 18 304. Ford is and was at all relevant times a merchant with respect to motor 19 vehicles under N.C. Gen. Stat. § 25-2-314. 20 305. Pursuant to N.C. Gen. Stat. § 25-2-314, a warranty that the Defective 21 Vehicles were in merchantable condition was implied by law, and the Defective

Vehicles were bought and sold subject to an implied warranty of merchantability.
 306. The Defective Vehicles did not comply with the implied warranty of
 merchantability as, at the time of sale and at all times thereafter, they were defective and
 not in merchantable condition and not fit for the ordinary purpose for which vehicles are
 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 Violation of the North Carolina Unfair and Deceptive Trade Practices Act 19 N.C. Gen. Stat. § 75-1.1 et seq. (Brought on behalf of the North Carolina State Class) 20 311. Plaintiffs hereby incorporate by reference the allegations contained in 21 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 22 312. Plaintiffs 23 bring this Count on behalf of the North Carolina State Class. 24 313. Ford's unfair trade practices as described above were in and affecting trade 25 or commerce. 26 27 28 57

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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 Fraud by Concealment 19 (Brought on behalf of the North Carolina State Class) 20 320. Plaintiffs hereby incorporate by reference the allegations contained in 21 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 22 321. Plaintiffs 23 bring this Count on behalf of the North Carolina State Class. 24 322. As set forth above, Ford concealed and/or suppressed material facts 25 concerning the safety of their Defective Vehicles, which it had a duty to disclose. 26 27 28 58 COMPLAINT

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1323. The omitted facts were material because they directly impact the safety of2the Defective Vehicles. Whether a vehicle may suddenly and unexpectedly lose power3steering 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.

325. In addition, Ford had a duty to disclose these omitted material facts because
they were latent defects that were known and/or accessible only to Ford, who has
superior knowledge and access to the facts. Ford knew that these material facts were not
known to Plaintiffs and the other Class members and that Plaintiffs and the other Class
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.

327. Ford's concealment and/or suppression of these material facts was
reasonably calculated to deceive Plaintiffs and the other Class members.

328. Ford actively concealed and/or suppressed these material facts, in whole or
in part, with the intent to deceive Plaintiffs and the other Class members and to induce
Plaintiffs and the other Class members to purchase Defective Vehicles at a higher price,
which did not match the vehicles' true value.

329. Ford's concealment and/or suppression of these material facts did in fact
deceive Plaintiffs and the other Class members, as Plaintiffs and the other Class

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 <u>TWENTY-FIRST CAUSE OF ACTION</u> Fraud by Omission (Brought on behalf of the North Carolina State Class) 10 11 332. Plaintiffs hereby incorporate by reference the allegations contained in 12 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 13 333. Plaintiffs 14 LLC bring this Count on behalf of the North Carolina State Class. 15 334. Ford was aware of the defects and above-described material safety 16 information as early as 2010. 17 335. Ford, as a manufacturer of consumer products and motor vehicles, has a 18 duty to disclose such known defects and material safety information to federal 19 authorities, Plaintiffs, and other Class members. 20 336. Ford, through its omission, failed to disclose the known safety-related 21 defects and material safety information. 22 337. Plaintiffs reasonably relied on Ford to perform its duty to disclose the 23 known safety-related defects and material safety information. 24 338. The existence of the safety-related defects and material safety information 25 was material to the Plaintiffs and other Class members because, had they known of the 26 safety-related defects and material safety information, they would not have purchased 27 the Defective Vehicles. 28 60
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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 Negligence 7 (Brought on behalf of the North Carolina State Class) 8 340. Plaintiffs hereby incorporate by reference the allegations contained in 9 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 10 341. Plaintiffs 11 bring this Count on behalf of the North Carolina State Class. 12 342. Plaintiffs and the other Class members are the owners of Defective Vehicles 13 that were manufactured, designed, assembled, distributed, and otherwise placed in the 14 stream of commerce by Ford. 15 343. Ford had a duty to manufacture a product which would be safe for its 16 intended and foreseeable uses and users, including the use to which it was put by 17 Plaintiffs and the other Class members. Ford breached its duty to Plaintiffs and the other 18 Class members because it was negligent in the design, development, manufacture, and 19 testing of the Defective Vehicles. 20 344. Ford was negligent in its design, development, manufacture, and testing of 21 the Defective Vehicles because it knew, or in the exercise of reasonable care should have 22 known, that they were prone to sudden and unexpected loss of power steering. 23 345. Ford negligently failed to adequately warn and instruct Plaintiffs and the 24 other Class members of the defective nature of the Defective Vehicles and of the high 25 degree of risk attendant to using them. 26 27 28 61 COMPLAINT

Case Document1 Filed06/27/14 Page62 of 76 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 **Negligent Misrepresentation** 13 (Brought on behalf of the North Carolina State Class) 14 348. Plaintiffs hereby incorporate by reference the allegations contained in 15 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 16 349. Plaintiffs 17 bring this Count on behalf of the North Carolina State Class. 18 350. Ford was aware of the defects and above-described material safety 19 information as early as 2010. 20 351. Ford, as a manufacturer of consumer products and motor vehicles, has a 21 duty to disclose such known defects and material safety information to federal 22 authorities, Plaintiffs, and other Class members. 23 352. Notwithstanding this duty, and in violation thereof, Ford negligently failed 24 to disclose to and warn Plaintiffs and the other Class members, and concealed and 25 misrepresented the truth, about the significant defects which posed a clear, substantial 26 and unreasonable risk of incidents, accidents, injuries and death. 27 28 62

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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 **Strict Products Liability** 16 (Brought on behalf of the North Carolina State Class) 17 356. Plaintiffs hereby incorporate by reference the allegations contained in 18 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 19 357. Plaintiffs 20 LLC bring this Count on behalf of the North Carolina State Class. 21 358. Ford was at all relevant times engaged in the business of designing, 22 manufacturing, assembling, distributing, and otherwise placing in the stream of 23 commerce the Defective Vehicles to be used by members of the general public, 24 including Plaintiffs and the other members of the Class. 25 359. Ford intended that the Defective Vehicles be used by Plaintiffs and the 26 other members of the Class as safe and reliable means of transportation. 27 28 63 COMPLAINT

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360. At all times herein, Ford knew that the Defective Vehicles would be
 purchased by members of the public, including Plaintiffs and the other members of the
 Class, without inspection for defects.

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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.

363. The Defective Vehicles were 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, at the time they
were sold by Ford and were intended to and did reach Plaintiffs and the other members
of the Class in substantially the same condition as they were when they were
manufactured, sold, and left the control of Ford.

17 364. Knowing the Defective Vehicles contained the defect described herein and
were therefore dangerous and not safe for their intended use, Ford, in willful and
conscious disregard for the safety of the public, including Plaintiffs and the other
members of the Class, placed them on the market and omitted the information
concerning the defect from customers or the unknowing public, including Plaintiffs and
the other members of the Class.

365. As a direct and proximate result of the defective and unreasonably
dangerous condition of the Defective Vehicles as alleged herein, Plaintiffs and the other
members of the Class have suffered damages.

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1	<b>TWENTY-FIFTH CAUSE OF ACTION</b>
2	Unjust Enrichment (Brought on behalf of the North Carolina State Class)
3	Pled in the Alternative to Other Causes of Action Under North Carolina Law
4	366. Plaintiffs hereby incorporate by reference the allegations contained in
5	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
6	367. Plaintiffs
7	LLC bring this Count on behalf of the North Carolina State Class.
8	368. Ford had knowledge of the safety defect in the Defective Vehicles, which it
9	failed to disclose to Plaintiffs and the other Class members.
10	369. As a result of its wrongful and fraudulent acts and omissions, as set forth
11	above, pertaining to the design defect of their Defective Vehicles and the concealment of
12	the defect, Ford charged a higher price for the Defective Vehicles than the vehicles' true
13	value and Ford obtained monies that rightfully belong to Plaintiffs and the other Class
14	members. Ford received a measurable benefit.
15	370. Ford accepted and retained the non-gratuitous benefits conferred by
16	Plaintiffs and the other Class members, who without knowledge of the safety defect paid
17	a higher price for Defective Vehicles that actually had lower values. Plaintiffs and the
18	other Class members did not confer these benefits officiously or gratuitously, and it
19	would be inequitable and unjust for Ford to retain these wrongfully obtained profits.
20	371. Plaintiffs and the other Class members are therefore entitled to restitution in
21	an amount to be determined at trial.
22	Claims Brought on Behalf of the Ohio State Class
23	TWENTY-SIXTH CAUSE OF ACTION
24	Violation of the Ohio Consumer Sales Practices Act
25	Ohio Rev. Code § 1345.01, <i>et seq.</i> (Brought on behalf of the Ohio State Class)
26	372. Plaintiffs hereby incorporate by reference the allegations contained in
27	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
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1	373. Plaintiff 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	66
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Document1 Filed06/27/14 Page68 of 76 Case 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 **TWENTY-SEVENTH CAUSE OF ACTION** 6 Breach of Express Warranty 7 Ohio Rev. Code § 1302.26 (Brought on behalf of the Ohio State Class) 8 383. Plaintiffs hereby incorporate by reference the allegations contained in 9 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 10 384. Plaintiff brings this Count on behalf of the Ohio State 11 Class. 12 385. In the course of selling the Defective Vehicles, Ford expressly warranted to 13 repair and adjust to correct defects in materials and workmanship of any part supplied by 14 Ford. Ford has not repaired or adjusted, and has been unable to repair or adjust, the 15 Defective Vehicles' materials and workmanship defects. 16 386. Ford expressly warranted through statements and advertisements that the 17 Defective Vehicles were of high quality, and at a minimum, would actually work 18 properly and safely. 19 387. These warranties were made, inter alia, in advertisements and in uniform 20 statements provided by Ford to be made by salespeople. These affirmations and 21 promises were part of the basis of the bargain between Ford, on the one hand, and 22 Plaintiff and the other Class members, on the other hand. 23 388. Ford did not provide at the time of sale, and has not provided since then, 24 vehicles conforming to these express warranties. 25 389. Furthermore, the limited warranty of repair and/or adjustments to defective 26 parts fails in its essential purpose because the contractual remedy is insufficient to make 27 the Plaintiff and the other Class members whole. 28 68 COMPLAINT

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390. Accordingly, recovery by Plaintiff and the other Class members is not
 limited to the limited warranty of repair or adjustments to parts defective in materials or
 workmanship, and Plaintiff, individually and on behalf of the other Class members, seek
 all remedies as allowed by law.

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391. Moreover, as alleged in more detail herein, at the time that Ford warranted
and sold the Defective Vehicles, it knew that the Defective Vehicles did not conform to
the warranties and were inherently defective, and Ford wrongfully and fraudulently
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.

393. Moreover, many of the damages flowing from the Defective Vehicles cannot be resolved through the limited remedy of "replacement or adjustments," as incidental and consequential damages have already been suffered due to Ford's conduct as alleged herein, and due to their failure and/or continued failure to provide such limited remedy within a reasonable time, any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make Plaintiff and the other Class members 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.

395. As a direct and proximate result of Ford's breach of express warranties,
Plaintiff and the other Class members have been damaged in an amounted to be
determined at trial.

396. Finally, due to Ford's breach of warranties as set forth herein, Plaintiff and
the other Class members assert as an additional and/or alternative remedy, as set forth in
Ohio Rev. Code § 1302.66, for a revocation of acceptance of the goods, and for a return
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Case Document1 Filed06/27/14 Page70 of 76 1 to Plaintiff and the other Class members of the purchase price of all Defective Vehicles 2 currently owned. 3 **TWENTY-EIGHTH CAUSE OF ACTION** 4 Breach of Implied Warranty in Tort 5 (Brought on behalf of the Ohio State Class) 6 397. Plaintiffs hereby incorporate by reference the allegations contained in 7 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 8 398. Plaintiff brings this Count on behalf of the Ohio State 9 Class. 10 399. Ford manufactured and sold Defective Vehicles to Plaintiff and the other 11 Class members. 12 400. The Defective Vehicles were defective because they are equipped with 13 defective EPAS systems, resulting in sudden and unexpected loss of power steering 14 events during which the driver must exert markedly increased steering effort to control 15 the vehicle. 16 401. These defects existed at the time the Defective Vehicles left the hands of 17 Ford. 18 402. Based upon these defects, Ford has failed to meet the expectations of a 19 reasonable consumer. The Defective Vehicles have failed their ordinary, intended use 20 because they are vulnerable to sudden and unexpected lack of power steering events. 21 403. These defects in the Defective Vehicles were the direct and proximate cause 22 of economic damages to Plaintiff and the other Class members. 23 TWENTY-NINTH CAUSE OF ACTION Fraudulent Concealment 24 (Brought on behalf of the Ohio State Class) 25 404. Plaintiffs hereby incorporate by reference the allegations contained in 26 Paragraphs 1 through 113 of this Complaint, as if fully set forth herein. 27 28 70 COMPLAINT

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1	405. Plaintiff
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.
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1	THIRTIETH CAUSE OF ACTION									
2	Fraud by Omission (Brought on behalf of the Ohio State Class)									
3	415. Plaintiffs hereby incorporate by reference the allegations contained in									
4	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.									
5	416. Plaintiff brings this Count on behalf of the Ohio State									
6	Class.									
7	417. Ford was aware of the defects and above-described material safety									
8	information as early as 2010.									
9	418. Ford, as a manufacturer of consumer products and motor vehicles, has a									
10	duty to disclose such known defects and material safety information to federal									
11	authorities, Plaintiff, and other Class members.									
12	419. Ford, through its omission, failed to disclose the known safety-related									
13	defects and material safety information.									
14	420. Plaintiff reasonably relied on Ford to perform its duty to disclose the known									
15	safety-related defects and material safety information.									
16	421. The existence of the safety-related defect and material safety information									
17	was material to the Plaintiff and other Class members because, had they known of the									
18	safety-related defect and material safety information, they would not have purchased the									
19	Defective Vehicles.									
20	422. As a direct and proximate result of Ford's omission, Plaintiff and other									
21	Class members purchased Defective Vehicles with the EPAS system defect described									
22	herein that they either paid too much for or would not have purchased if the defect had									
23	been disclosed to them and therefore have incurred damages in an amount to be proven									
24	at trial.									
25										
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27										
28	72									
· []	COMPLAINT									

	Case Document1 Filed06/27/14 Page73 of 76
1	THIRTY-FIRST CAUSE OF ACTION Negligence
2	(Brought on behalf of the Ohio State Class)
3	423. Plaintiffs hereby incorporate by reference the allegations contained in
4	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
5	424. Plaintiff brings this Count on behalf of the Ohio State
6	Class.
7	425. Ford negligently designed and manufactured the Defective Vehicles.
8	426. Ford owed Plaintiff and the other Class members the duty to design and
9	manufacture the Defective Vehicles in such a way as to ensure that they would not
10	contain defective EPAS systems.
11	427. Discovery will reveal additional information from Ford regarding the
12	design and manufacturing process to support the conclusion that Ford's design and
13	manufacture of the Defective Vehicles constitutes negligent design and/or
14	manufacturing.
15	428. As a direct and proximate result of Ford's negligence, Plaintiff and the
16	other Class members have sustained damages.
17	THIRTY-SECOND CAUSE OF ACTION
18 19	Unjust Enrichment (Brought on behalf of the Ohio State Class – pled in the alternative to the other causes of action under Ohio law)
20	429. Plaintiffs hereby incorporate by reference the allegations contained in
21	Paragraphs 1 through 113 of this Complaint, as if fully set forth herein.
22	430. Plaintiff brings this Count on behalf of the Ohio State
23	Class.
24	431. Ford had knowledge of the safety defect in the Defective Vehicles, which it
25	failed to disclose to Plaintiffs and the other Class members.
26	432. As a result of its wrongful and fraudulent acts and omissions, as set forth
27	above, pertaining to the design defect of their Defective Vehicles and the concealment of
28	73 Complaint

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Document1 Filed06/27/14 Page74 of 76

Case

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 Declaring that this action is a proper class action, certifying the nationwide (a) 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 Ordering Defendant to pay actual damages (including punitive damages) to (c) 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 Ordering such other and further relief as may be just and proper. (e) 28 74 COMPLAINT

	Case Document1 Filed06/27/14 Page75 of 76
1	
2	DEMAND FOR JURY TRIAL
3	Plaintiffs request trial by jury on all issues so triable.
4	Respectfully submitted,
5	Dated: June 27, 2014 BARON & BUDD, P.C.
6	/s/ Mark Pifko
7	By: Mark Pifko
8	Roland Tellis (SBN 186269)
9	rtellis@baronbudd.com Mark Pifko (SBN 228412)
10	mpifko@baronbudd.com
11	Isaac Miller (SBN 266459) imiller@baronbudd.com
	BARON & BUDD, P.C.
12	15910 Ventura Boulevard, Suite 1600 Encino, California 91436
13	Telephone: (818) 839-2333
14	Facsimile: (818) 986-9698
15	Adam J. Levitt (to be admitted pro hac vice) alevitt@gelaw.com
16	John E. Tangren (to be admitted pro hac vice)
17	jtangren@gelaw.com GRANT & EISENHOFER P.A.
18	30 North LaSalle Street, Suite 1200
19	Chicago, Illinois 60602 Telephone: (312) 214-0000
20	Facsimile: (312) 214-0001
21	Justin S. Brooks (to be admitted pro hac vice)
22	jbrooks@gelaw.com GRANT & EISENHOFER P.A.
23	123 Justison Street
24	Wilmington, Delaware 19801 Telephone: (302) 622-7000
	Facsimile: (302) 622-7100
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	COMPLAINT



	Case	D	ocum	ent1-1	Filed0	6/27/1	4 Page1	. of 2		
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I. (a) PLAINTIFFS				DEFEN	DANTS	nv				
on behalf of all others sin	niarty situated	Individua	illy, and							
(b) County of Residence of	First Listed Plaintiff	Monterey		County of	Residence		ted Defendant	Monterey		
(E)	KCEPT IN U.S. PLAINTIFF CA	(57:5)		NOTE: 1	N LAND CO		PLAINTTIPP CASES ION CASES, USE NVOLVED.	THE LOCATION	O <b>₽</b>	
(c) Attomsys (Firm News, / Roland Tellis (SBN 1862) BARON & BUDD, P.C 15910 Ventura Bivd., #16	69); Mark Pliko (SBN : Ph.: (818)839-2333/F	228412) ax: (818)986-9698		Attorneys	(lf Kuonm)					
II. BASIS OF JURISDI	CTION (Place an "X" in C	ine Bax Only)				RINCIP	AL PARTIES	S (Place an "X" in		
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Defendant	(Indicate Chisensh	ip of Parties in liens (if)		an ar Subject of reign Country	• •	3 0 3	of Business h Foreign Nation	n Anoticer State	06	06
IV. NATURE OF SUIT	(Place on "X" in One Box Or	-bi								
<ul> <li>110 Instance</li> <li>120 Marine</li> <li>120 Maine</li> <li>130 Miller Act</li> <li>140 Negaliable Eastranced</li> <li>150 Recovery of Overpayment &amp; Enforcement of fulgment</li> <li>151 Medicare Act</li> <li>152 Recovery of Defaulted Student Long</li> <li>(Excludes Veteran)</li> <li>153 Recovery of Overpayment</li> <li>of Verma's Banchize</li> <li>160 Stockholden's Salis</li> <li>190 Other Contract</li> <li>195 Contract Liability</li> <li>196 Franchize</li> <li>210 Foreidesure</li> <li>220 Foreidesure</li> <li>220 Foreidesure</li> <li>220 Foreidesure</li> <li>220 Foreidesure</li> <li>220 Foreidesure</li> <li>230 All Unter Real Property</li> <li>V. ORIGIN' (Place an "X" h</li> </ul>	440 Other Civil Rights     441 Voting     441 Voting     443 Housing/     Accontemodations     443 Housing/     Accontemodations     445 Anscr. wPDisabilities -     Cher     Other     448 Education	PERSONAL INJUR 365 Personal Injury - Product Liability Personal Injury - Product Liability Personal Injury Product Liability 364 Asbesto Personal Injury Product Liability PERSONAL PROPES 370 Other Personal Property Damage Product Liability 385 Property Damage Product Liability BERISCONSULPERSONAL Habess Corpus: 335 Death Petaliso 530 General 335 Death Petaliso 530 General 535 Priors, Condition 555 Priors, Condition 550 Civit Dights 555 Priors, Condition	C 75	25 Drug Releted of Property 2 70 Other 70 Other 70 Other 70 Other 70 Other Labor Sh Act 70 Labor/Moneg 70 Date: 10 Da	I USC 181	C 423 Wei 28 ( 28 ( 28 ( 28 ( 28 ( 28 ( 28 ( 28 (	USC 157 yrights nt leanark (1395ff) ak Lang (923) //C/DIWW (405(g)) D Title XV1	O 460 Deport O 470 Rucket Corrup O 480 Consul O 490 Cable? D 490 Cable? D 490 Cable? D 590 Coter 3 D 891 Earton O 893 Earton O 893 Ferrino Act C 395 Adviru S 395 Adviru C 395 Adviru C 395 Adviru	temportions and Benkin eroo stoon isor Influence ( Organizati mar Credit Sat TV Isor Credit Sat TV Isor Credit Sat TV Isor Cremo montal Mc uncoffation istrative Pro- refere or Ap y Decision	ed and ions editions etions patters mation peed of
VI. CAUSE OF ACTIO VII. REQUESTED IN COMPLAINT;	is Court Cite the U.S. Civil Su Class Action Fatr Brief description of a Class Action com Class Action com Class Action com Class Action com	Appellate Court nuce under which you a ness Act 2005, 28 i nuse; plaint for fraud and IS A CLASS ACTION	Reo re filing (2 U.S.C. s I injuncti N D	ect.1332(d)	Anothe (specify) dictional stat	and dame	ages under Cl	LRA Jy (Fdemanded in	n complair O No	
VIII. RELATED CASE IF ANY DATE	(See Instructions):	JUDGE	TORNEY	OFRECORD		DOCK	BTNUMBER			
06/28/2014 IX. DIVISIONAL ASSIGNMENT	(Civil L.R. 3-2)	/s/Mark Pifko								
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Document1-1 Filed06/27/14 Page2 of 2

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 sgencies, 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 partles 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.)
- IV. Residence (cltizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of cltizenship 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.
- 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 anthority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation. (b) Check this box when a multidistrict case is transiened into the district under authority of 1102 28 0.5.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 eite 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.Cy.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.



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8	UNITED STATES DISTRICT COURT
9	NORTHERN DISTRICT OF CALIFORNIA
10	SAN JOSE DIVISION
11	GUIDELINES FOR FINAL PRETRIAL CONFERENCE IN BENCH TRIALS
12	BEFORE DISTRICT JUDGE LUCY H. KOH
13	A. Meeting and Disclosure Prior to Pretrial Conference: At least 21 days <sup>1</sup> before the
14	final Pretrial Conference, lead counsel who will try the case shall meet and confer with
15	respect to:
16	1. Settlement of the Case;
17	2. Preparation of the Joint Pretrial Statement;
18	3. Preparation and exchange of pretrial materials to be served and lodged pursuant to
19	Federal Rule of Civil Procedure 26(a)(3); and
20	4. Clarifying and narrowing the contested issues for trial in order to achieve a just,
21	speedy, and efficient determination of the case.
22	B. Joint Pretrial Statement and Order: At least 14 days before the Pretrial Conference,
23	unless otherwise ordered, the parties shall lodge and serve a Joint Pretrial Statement and
24	Proposed Order containing the following information:
25	1. Substance of the Action. A brief description of the parties, the substance of claims
26	and defenses that remain to be decided, and the operative pleadings that raise the
27	issues;
28	
	<sup>1</sup> Time shall be computed according to Federal Rule of Civil Procedure 6(a).
	Standing Order for Bench Trials

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1	2. <u>Relief Sought</u> . A detailed statement of all relief claimed, particularly itemizing all
2	elements of damages claimed as well as witnesses, documents, or other evidentiary
3	material to be presented concerning the amount of damages;
4	3. <u>Undisputed Facts</u> . A plain and concise statement of all relevant facts to which the
5	parties will stipulate for incorporation into the trial record without the necessity of
6	supporting testimony or exhibits;
7	4. Disputed Factual Issues. A plain and concise list of the issues of fact that are
8	contested and remain to be litigated at trial;
9	5. <u>Agreed Statement</u> . A statement assessing whether all or part of the action may be
10	presented upon an agreed statement of facts;
11	6. Stipulations. A statement of proposed stipulations or agreements that will expedite
12	the presentation of evidence;
13	7. Witnesses to be Called. A list of witnesses likely to be called at trial, other than
14	solely for impeachment or rebuttal, together with a brief statement following each
15	name describing the substance of the testimony to be given. No party shall be
1 <b>6</b>	permitted to call any witness in its case in chief who is not disclosed in its Joint
17	Pretrial Statement without leave of the Court for good cause;
18	8. Exhibits, Schedules, Summaries. A list of all documents and other items to be
19	offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a
20	brief statement following each, describing its substance or purpose and the identity
21	of the sponsoring witness;
22	9. Disputed Legal Issues. Without extended legal argument, a concise statement of
23	each disputed point of law concerning liability or relief, citing supporting statutes
24	and decisions;
2 <b>5</b>	10. Further Discovery or Motions. A statement of all remaining discovery, if any, or
26	any motions or matters that must be resolved prior to trial, including motions in
27	limine;
28	
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	Standing Order for Bench Trials

	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							
	4	and decisions or referring to the appropriate motion in limine; 12. <u>Bifurcation, Separate Trial of Issues</u> . A statement of whether bifurcation or a						
	5							
	6	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						
	7	the trial; and						
	8	14. <u>Miscellaneous</u> . Any other matters that will facilitate the just, speedy and efficient						
	9	determination of the action.						
ø	10	C. <u>Binding Effect of the Joint Pretrial Statement and Order</u> : The Joint Pretrial						
United States District Court For the Northern District of California	11	Statement and Order described above shall recite, directly above the signature lines of						
Cali	12	each party, the following:						
trict ct of	13	The foregoing admissions having been made by the parties, and the parties having						
Distri Distri	14	supplement the pleadings and govern the course of trial of this action, unless modified						
tates em I	15							
United States District Court the Northern District of Califo	16	to prevent manifest injustice.						
Unit the ]	17	D. <u>Preparation for Trial</u>						
For	18	I. <u>Exhibits:</u>						
	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 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						
	<b>2</b> 5	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.						
		3 Standing Order for Bench Trials						

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. <u>Proposed Findings of Fact and Conclusions of Law.</u> 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

Standing Order for Bench Trials

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United States District Court For the Northern District of California

in hard copy as well as in word processing format via e-mail to <u>LHKpo@cand.uscourts.gov.</u>

5. <u>Trial Briefs</u>: 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.

1.#

6. <u>Time Limits</u>: Ordinarily, the Court shall set fixed time limits at the final Pretrial Conference. All of your examination time (whether direct, cross, re-direct, or recross) 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. <u>Scheduling</u>

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United States District Court For the Northern District of California 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 filed or placed on the record, all parties must be prepared to proceed as scheduled. Only an advance continuance *expressly approved by the Court* will release counsel and the parties from their obligation to proceed. If counsel expect that a settlement will be final by the time of Pretrial Conference or trial, they should notify the Court immediately in writing, or, if settlement occurs over the weekend, by voice mail to Martha Parker Brown, Courtroom Deputy to Judge Koh. The Court will attempt to confer with counsel promptly to determine whether a continuance is in order. Pending such a conference, however, counsel must prepare and make all filings and be prepared to proceed with the trial.

Standing Order for Bench Trials

	1	G. <u>Opportunities for Junior Lawyers</u>
	2	The Court strongly encourages parties to permit less experienced lawyers to examine
	3	witnesses at trial and to have an important role at trial. Counsel should be prepared to
	4	discuss such opportunities at the Pretrial Conference.
	5	IT IS SO ORDERED.
United States District Court For the Northern District of California	6	
	7	Dated: January 3, 2011 Jucy H. Koh
	8	LUCY HotOH United States District Judge
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		6 Standing Order for Bench Trials

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7	UNITED STATES DISTRICT COURT
8	NORTHERN DISTRICT OF CALIFORNIA
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10	SAN JOSE DIVISION
11	GUIDELINES FOR FINAL PRETRIAL CONFERENCE IN JURY TRIALS
12	BEFORE DISTRICT JUDGE LUCY H. KOH
13	A. Meeting and Disclosure Prior to Pretrial Conference: At least 21 days <sup>1</sup> before the
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15	respect to:
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17	2. Preparation of the Joint Pretrial Statement;
18	3. Preparation and exchange of pretrial materials to be served and lodged pursuant to
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20	4. Clarifying and narrowing the contested issues for trial in order to achieve a just,
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24	Proposed Order containing the following information:
25	1. Substance of the Action. A brief description of the parties, the substance of claims
26	and defenses that remain to be decided, and the operative pleadings that raise the
27	issues;
28	
	<sup>1</sup> Time shall be computed according to Federal Rule of Civil Procedure 6(a).
	Standing Order for Jury Trials

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1 2	2. <u>Relief Sought</u> . A detailed statement of all relief claimed, particularly itemizing all
2	2. Relief Sought. A detailed statement of all relief claimed, particularly iternizing all
_	elements of damages claimed as well as witnesses, documents, or other evidentiary
3	material to be presented concerning the amount of damages;
4	3. Undisputed Facts. A plain and concise statement of all relevant facts to which the
5	parties will stipulate for incorporation into the trial record without the necessity of
6	supporting testimony or exhibits;
7	4. Disputed Factual Issues. A plain and concise list of the issues of fact that are
8	contested and remain to be litigated at trial;
9	5. Agreed Statement. A statement assessing whether all or part of the action may be
10	presented upon an agreed statement of facts;
11	6. Stipulations. A statement of proposed stipulations or agreements that will expedite
12	the presentation of evidence;
13	7. Witnesses to be Called. A list of witnesses likely to be called at trial, other than
14	solely for impeachment or rebuttal, together with a brief statement following each
15	name describing the substance of the testimony to be given. No party shall be
16	permitted to call any witness in its case in chief who is not disclosed in its Joint
17	Pretrial Statement without leave of the Court for good cause;
18	8. Exhibits, Schedules, Summaries. A list of all documents and other items to be
19	offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a
20	brief statement following each, describing its substance or purpose and the identity
21	of the sponsoring witness;
22	9. Disputed Legal Issues. Without extended legal argument, a concise statement of
23	each disputed point of law concerning liability or relief, citing supporting statutes
24	and decisions;
25	10. Further Discovery or Motions. A statement of all remaining discovery, if any, or
26	any motions or matters that must be resolved prior to trial, including motions in
27	limine;
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1 2 3 4 5 6 7 8 9 10 11 12 13	<ol> <li><u>Disputed Evidentiary Issues.</u> 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;</li> <li><u>Bifurcation, Separate Trial of Issues</u>. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired;</li> <li><u>Estimate of Trial Time</u>. An estimate of the total number of hours or days needed for the trial; and</li> <li><u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li><u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of each party, the following:</li> </ol>
2 3 4 5 6 7 8 9 10 11 12	<ul> <li>(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;</li> <li>12. <u>Bifurcation, Separate Trial of Issues</u>. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired;</li> <li>13. <u>Estimate of Trial Time</u>. An estimate of the total number of hours or days needed for the trial; and</li> <li>14. <u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>C. <u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of</li> </ul>
3 4 5 6 7 8 9 10 11 12	<ul> <li>and decisions or referring to the appropriate motion in limine;</li> <li>12. <u>Bifurcation, Separate Trial of Issues</u>. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired;</li> <li>13. <u>Estimate of Trial Time</u>. An estimate of the total number of hours or days needed for the trial; and</li> <li>14. <u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>C. <u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of</li> </ul>
4 5 7 8 9 10 11 12	<ul> <li>12. <u>Bifurcation, Separate Trial of Issues</u>. A statement of whether bifurcation or a separate trial of specific issues is feasible and desired;</li> <li>13. <u>Estimate of Trial Time</u>. An estimate of the total number of hours or days needed for the trial; and</li> <li>14. <u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>C. <u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of</li> </ul>
5 6 7 8 9 10 11 12	<ul> <li>separate trial of specific issues is feasible and desired;</li> <li>13. Estimate of Trial Time. An estimate of the total number of hours or days needed for the trial; and</li> <li>14. Miscellaneous. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>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</li> </ul>
6 7 8 9 10 11 12	<ul> <li>13. Estimate of Trial Time. An estimate of the total number of hours or days needed for the trial; and</li> <li>14. Miscellaneous. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>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</li> </ul>
7 8 9 10 11 12	<ul> <li>the trial; and</li> <li>14. <u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>C. <u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of</li> </ul>
8 9 10 11 12	<ul> <li>14. <u>Miscellaneous</u>. Any other matters that will facilitate the just, speedy and efficient determination of the action.</li> <li>C. <u>Binding Effect of the Joint Pretrial Statement and Order</u>: The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of</li> </ul>
9 10 11 12	determination of the action. C. <u>Binding Effect of the Joint Pretrial Statement and Order</u> : The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of
10 11 12	C. <u>Binding Effect of the Joint Pretrial Statement and Order</u> : The Joint Pretrial Statement and Order described above shall recite, directly above the signature lines of
11 12	Statement and Order described above shall recite, directly above the signature lines of
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	each party, the following:
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	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. <u>Preparation for Trial</u>
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.
	3 Standing Order for Jury Trials

1	d) No party shall be permitted to offer any exhibit at trial that is not disclosed in its
2	Joint Pretrial Statement without leave of the Court for good cause, unless it is
3	offered solely for impeachment or rebuttal.
4	2. Motions in Limine. Unless otherwise ordered, the parties shall file and serve any
5	motions in limine at least 14 days before the final Pretrial Conference, and any
6	opposition there to at least 10 days before the final Pretrial Conference. Ordinarily,
7	these motions will be deemed submitted without oral argument. Each motion
8	should be presented in a separate memo and numbered as, for example, "Plaintiff's
9	Motion in Limine No. 1 to Exclude " Please limit motions in limine to
10	circumstances that actually require a ruling in advance of trial. Usually five or
11	fewer motions per side are sufficient at the Pretrial Conference stage (without
12	prejudice to raising matters as the trial progresses). Each motion should address a
13	single topic, be separate, and contain no more than seven pages of briefing per side.
14	3. Deposition and Discovery Designations: Unless otherwise ordered, at least 14 days
15	before the commencement of trial, the parties shall file and serve any excerpts of
16	deposition testimony or other discovery to be offered at trial, other than solely for
17	impeachment or rebuttal. (A hard copy of the designated deposition testimony with
18	page and line references, or the interrogatory response or admission shall be
19	provided.) Any objections to the use of designated excerpts and any counter-
20	designations of deposition testimony shall be filed and served at least 10 days prior
21	to the commencement of trial.
22	4. Jury Materials:
23	a) Unless otherwise ordered, at least 7 days prior to the final Pretrial Conference,
24	the parties shall file and serve:
25	1) Jury Voir Dire Questions
26	2) Proposed Jury Instructions
27	3) Proposed Jury Verdict Forms
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	Standing Order for Jury Trials
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	1	b) Ordinarily, the Court will give the standard preliminary jury instructions
	2	contained in the Model Jury Instructions of the Ninth Circuit prior to opening
	3	statements and will give the standard closing instructions in the Model Jury
	4	Instructions of the Ninth Circuit before closing arguments.
	5	c) As to substantive case-specific instructions, the parties shall meet and confer
	6	and submit jointly an agreed set of instructions, using the Model Jury
	7	Instructions of the Ninth Circuit where appropriate. In the event the parties are
	8	unable to agree to the language of a particular instruction, the objecting party
United States District Court For the Northern District of California	9	shall submit a written objection or an alternative proposed instruction placed in
	10	sequence immediately following the disputed instruction. The joint set of jury
	11	instructions shall be submitted in hard copy as well as word processing format
	12	via e-mail to <u>LHKpo@cand.uscourts.gov</u> .
	13	5. Trial Briefs: Trial briefs are optional, but any party wishing to file a trial brief must
	14	do so not less than 7 days prior to the commencement of trial.
	15	6. <u>Time Limits</u> : Ordinarily, the Court shall set fixed time limits at the final Pretrial
	16	Conference. All of your examination time (whether direct, cross, re-direct, or re-
	17	cross) for all witnesses must fit within your time limit and you may allocate the time
	18	as you wish. Opening and closing time limits are in addition to your examination
	19	time.
	20	E. <u>Scheduling</u>
	21	The normal trial schedule will be 9:00 a.m. to 4:30 p.m., with a lunch break from 12:00
	22	p.m. to 1:30 p.m., on Monday, Tuesday, and Friday, and from 9:00 a.m. to 12:00 p.m.
	23	on Thursday.
	24	F. <u>Settlement and Continuances</u>
	25	Shortly before trial or a final Pretrial Conference, counsel occasionally wish to jointly
	26	advise the Court that a settlement has been reached and seek to take the matter off
	27	calendar based on a settlement "in principle" with disputes remaining. Cases, however,
	28	cannot be taken off calendar in this manner. Unless and until a stipulated dismissal is
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Standing Order for Jury Trials

filed or placed on the record, all parties must be prepared to proceed as scheduled. Only an advance continuance *expressly approved by the Court* will release counsel and the parties from their obligation to proceed. If counsel expect that a settlement will be final by the time of the Pretrial Conference or trial, they should notify the Court immediately in writing, or, if settlement occurs over the weekend, by voice mail to Martha Parker Brown, Courtroom Deputy to Judge Koh. The Court will attempt to confer with counsel promptly to determine whether a continuance is in order. Pending such a conference, however, counsel must prepare and make all filings and be prepared to proceed with the trial.

### 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.

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United States District Court For the Northern District of California

Dated: January 3, 2011

icy H. Koh

United States District Judge

Standing Order for Jury Trials

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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,
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1 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 or the next business day. Otherwise, parties must obtain a new 4 hearing date from 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. 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, at 9 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 For the Northern District of California 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 Courthouse, 280 South First Street, San Jose, California. This conference may be continued only by 16 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 2

**United States District Court** 

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a judge, the parties shall, in addition to filing papers electronically, lodge with chambers a printed
 copy of the papers by the close of the next court day following the day the papers are filed
 electronically. These printed copies shall be marked "Chambers Copy" and shall be submitted to the
 Clerk's Office, in an envelope clearly marked with the Judge's name, case number and "E-filing
 Chambers Copy." Parties shall not file a paper copy of any document with the Clerk's Office that
 has already been filed electronically.

IT IS SO ORDERED.

Dated: June 9, 2014

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Ronald M. Whyte

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United States District Judge

H.Kol Lucy H. Koh

United States District Judge

Edward J. Davila

United States District Judge

United States District Court For the Northern District of California

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Reth ban United States District Judge

Howard R. Lloyd / United States Magistrate Judge

Paul S. Grewal United States Magistrate Judge

#### SAN JOSE DIVISION STANDING ORDER REGARDING CASE MANAGEMENT IN CIVIL CASES

# PE14-030 000956LC

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1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 NORTHERN DISTRICT OF CALIFORNIA 9 SAN JOSE DIVISION 10 11 GUIDELINES FOR SETTLEMENT CONFERENCE 12 **BEFORE DISTRICT JUDGE LUCY H. KOH** 13 14 Unless otherwise permitted in advance by the Court, counsel shall appear at the Settlement 15 Conference with the parties or with the person or persons having full authority to settle the case. 16 Only in rare exceptional situations will the persons with full authority to settle be allowed to be on 17 the telephone standby and then only with the permission of the Court. At least seven (7) court days 18 before the Settlement Conference the parties shall lodge a Settlement Conference Statement with 19 the Clerk's Office (Room 2112) where it will be forwarded to the Judge. 20 21 22 Copies of the Settlement Conference Statements shall not be served upon the other parties 23 or counsel. The Court and its personnel will not permit other parties or counsel to have access to 24 these statements. 25 26 The Settlement Conference Statement shall include the following: 27 1. A brief statement of the facts of the case. 28 Standing Order for Settlement Conferences

1	2. A brief statement of the claims and defenses including statutory or other grounds upon
2	which the claims and defenses are founded; a forthright evaluation of the parties' likelihood
3	of prevailing on the claims and defenses; and a description of the major issues in dispute.
4	3. A summary of the proceedings to date including rulings on motions and motions
5	outstanding.
б	4. An estimate of the cost and time to be expended for further discovery, pretrial and trial.
7	5. A brief statement of the parties' undisputed facts and issues.
8	6. Any discrete issues that, if resolved, would aid in the disposition of the case.
9	7. The relief sought.
10	
11 12	8. The party's position on settlement, including present demands and offers and any history of
12	past settlement discussion, offers and demands.
14	IT IS SO ORDERED.
15	Dated: August 24, 2012
16	LUCY H KOH
17	United States District Judge
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	Standing Order for Settlement Conferences


#### DALLAS I AUSTIN I LOS ANGELES I BATON ROUGE

Encino Plaza 3102 Oak Lawn Avenue 15910 Ventura Boulevard Suite 1100 Encino, CA 91436 800.887.6989 tel 818.839.2333 fax 818.986.9698

Home Office: Suite 1600 Dallas TX 75219-4281 800.222.2765 tel 214.521.3605 fax 214.520.1181

June 26, 2014

#### VIA CERTIFIED MAIL, **RETURN RECEIPT REQUESTED**

CT Corporation Ford Motor Company 1 American Road Registered Agent for Ford Motor Company 30600 Telegraph Road, Suite 2345 P.O. Box 6248 Dearborn, Michigan 48126-2798 Bingham Farms, Michigan 48025

Notice of Breach of Warranty and Demand Regarding EPAS System Re:

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.

Ford Motor Company June 26, 2014 Page 2

We represent for the second of Royal Oaks, California, the owner of a 2011 Ford Fusion. The second s

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:

- 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 and 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 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:



Ford Motor Company June 26, 2014 Page 3

- 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"). **Server** 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. **Server** demands that Ford rectify its breaches on a class-wide basis.

Sincer 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.)	FORD MOTOR COMPANY RECEIVED
Sent:	Wednesday, June 19, 2013 3:07 PM	CLA'MS UNIT
To:	Miles, Felicia (F.)	
Cc:	rerhardt@brookshannaford.com	JUN 1 9 2013
Subject:	RE: Dealer/Fleet Request for OGC Review	
		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: <u>rerhardt@brookshannaford.com</u> Subject: Dealer/Fleet Request for OGC Review

## **Dealer/Fleet Request for OGC Review**

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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@brookshannaford.com Region: Seatle 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 Mileage: 15248 customer Fleet Name: Street Address: City: Butte State : Montana Zip Code : Home Phone: Work Phone: Customer Region: Sealte **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



# **ALEX SIMANOVSKY & ASSOCIATES, LLC**

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ. Extension: 1012 Direct Dial: 678-781-1012 E-Mail: alex@lemonlawinf0.com 2300 HENDERSON MILL ROAD, SUITE 300 ATLANTA, GA 30345 770-414-1002 1-866-865-3666 FACSIMILE: 770-414-9891 1-877-216-0365

July 17, 2012

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



OFFICE OF THE SECRETARY

12 JI 23 P2:23

RE: v. Ford Motor Company NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client: Vehicle: VIN: Date of purchase: Our File No.:

2011 Ford Fusion 3FAHP0GA9BR 7/06/11 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 <u>Rule</u>] 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

Alex Simanovsky Attorney at Law



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# 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 fails on Saturday, Sunday, or a holiday, the current registration remains valid until the next business day.

We put ourselves in your shoes

P.3

1819 4401 101 ANDERSON LANE SERVICE HOURS MADISON, TN 37115 7:30 A.M. - 6:00 P.M. MONDAY - FRIDAY www.fordnashville.com SWITCHBOARD: (615) 865-1280 horeby authoruse the repair work benzination set forth to be do the not responsible for loss or damago to which or articles reported your control or for any damago subscription of the subscription of the set of the set of the set of the set of the subscription of the set CLAINS AUTHORNZATION TO GUBWIT CLAIM PARTS BCRAP OUT ONLY WARRANTIES APPLYING TO THE PARTI BBH 開始發展 THE SELLING DEALER HEREBY EXPRESSIV LIED, INCLUDING ANY IMPLIED WARRANTIES O POSE, AND NEITHER ASSUMES NOR AUTHORIZE IN CONNECTION WITH THE BALL OF THIS PART RECOVER FROM THE SELLING DEALED PRESSLY DISCL INTES OF MERI ITHORIZES ANY DA DIT C TOTAL FOR A IT ANY LIABILITY IN C 68 TC E UNLESS OTHE DEALER QUARMATTES THAT THE LABOR PERFORMED IN THIS REPAIR SHOP HAS BEEN COMPLENTLY PERFORMED AND THAT ANY DEFECT WHICH OCCURS MILL BE CORRECTED WITHOUT CHARGE BY THIS REPAIR SHOP FOR A PERIOD OF 80 DAYS ON 400 MALES FROM THE GATE OF THEIR REPAIR WHICH CHARGE STATIS OCCURS. DEALER DENERAL MANAGER ON AUTHORIZED PERSON (DATE) SIGNEDI ----- DRIVER/DMNER INFORMATION -- INVOICE: W70997 ----- INVOICE TO ------ASHLANU CITY 8418 ASHLAND CITY TN 111 HOME: HONE: WORK: WORK: ( ----- FOR OFFICE USE --VEHICLE INFORMATION ---TAG: 0244 ADV: 309 GARDNER, INVOICE: PRELIM WAR W EB VIN SFAHPOGA9BR LICENSE NUMBER: IN FUSION INVOICED: 07/19/2011 16:53:44 11 FORD S 14 4DH SIN dk reli/mar ODDRETER IN: 3509 DIST: IFA STDCK# 00C10436 DATES BEGIN: 07/11/11 DONE: 07/19/11 DATES INSERVICE: 042211 SOLD: 042211 -----CONCERN 51 POWERSTEERING INCR ŧ OPERATION TECH HOURS AHOUNT 084 VERIFIED CONCERN PERFORMED INTERACTIVE DIAGNOSIS WITH IDS RETRIEVED CODES CAUSE 3504E 17.72 .2 U0415 POTAE. PERFORMED PINPDINT TESTS R AND R SUBFRAME, PERFORMED AS CORRECTION BUILT DATA INSTALL. REPLACED STEERING GEAR. CLEARED CODES, RESET TOE AND CENTER STEERING WHEEL. RETESTED. 51-1 STEERING DEAR PROGRAMMABLE MODULE INSTALLATION (PHI) - PROGRAM - TEST 3504E8 094 .1 8.86 51-2 STEERING GEAR ASSEMBLY - EPAS (3504/34500) - DIAGNOSTIC PINPOINT TEST 35045E45 064 .3 26.58 51-3 STEERING GEAR REPLACE 3504A 064 1.7 150.62 PART NUMBER PO NOTE DESCRIPTION ØTY LIST SELL FHC AE5Z \*3504 CE NSTK +DEAR ASY - STEERING 1 923.97 659.98 659.98 PARIS: DOUNT 1 ALLOWANCE: 263.99 FACTORY CONDERN : P58 COND CODE : 42 FP-AE523504CE REPAIR TYPE OI VISIT 1 CODES -HISC DIAGNOSTIC: UNDEFINED - U0415 P07AE 2000 SUBTOTAL -----80 PARTS 923.97 LAB-NECHANICAL TYPE: # 203.78 TUTAL CHARGE FOR CONCERN 1127.75 ٠., CONCERN 52 RENTAL CAR -------OPERATION TECH HOURS CAUSE CLAIN FOR TRANSPORTATION ASSISTANCE ANOUNT CORRECTION TAP-1 FORD LOANER VEHICLE WARRANTY REPAIR TAP1 SUB .0 .00 COMENT TAP-1 FORD LOANER VEHILLE WARRANTY REPAIR ł PART NUMBER POU NOTE DESCRIPTION REPRINTED 1 TIMES OTT LIST SELL PAGE 1 8888 SERVICE COPY 1 **.** 1

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MADISON, TN 37115 www.fordnashville.com

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We put ourselves in your shoes

TD: 18772160365

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SERVICE HOURS 7:30 A.M. - 6:00 P.M. MONDAY - FRIDAY

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101 ANDERSON LANE MADISON, TN 37115 www.fordnashville.com 6157468897 We put ourselves in your shoes TO:18772160365

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P.7

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

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ROBERT M. SILVERMAN

\* Member, PA Bar \* Member, NJ Bar \* Member, DE Bar \* Member, DE Bar \* Member, MJ Bar \* Member, MJ Bar \* Member, OH Bar \* Member, OH Bar \* Member, NH Bar \* Member, NH Bar \* Member, NB Bar \* Member, NB Bar \* Member, NB Bar \* Member, NB Bar \* Member, CA Bar \* Member, CA Bar \* Member W Bar \* Member W Bar \* Member W Bar \* Member W Bar \* Certified by the New Jersey Supreme Court as a Civil Trial Attorney



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CORPORATE HEADQUARTERS 30 E. Butler Pike Ambler, PA 19002 P (215) 540-8888 F (215) 540-8817 JACQUELINE C. HERRITT<sup>10</sup><sup>10</sup>, 0° ROBERT A. RAPKIN<sup>7</sup> ANGELA K. TROCOCUL<sup>11</sup> FRED DAVIS<sup>17</sup>, 40<sup>1</sup> AMY L. BENNECOCUL<sup>11</sup> RICHARD A. SCHOLER<sup>17</sup> TRICHARD A. SCHOLER<sup>17</sup> TARA L. PATTERSON<sup>7</sup> W. CHRISTOPHER COMPONOVO<sup>16</sup> TIMOTHY J. ABELJ. JR.<sup>17</sup> JOSEPH L. GENTILCORE<sup>17</sup> ALFRED J. TUMOLO III<sup>11</sup>

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

March 29, 2013

Ms. Cherie Leich Ford Consumer Affairs 16800 Executive Plaza Drive 3NE-301 Dearborn, MI 48126



Dear Madam,

I have enclosed a new invoice from our client, for your review.

CONSUM FAIRS

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С'n Ю

Very truly yours, Jacqueline C. Herritt

JCH\as Enclosure

HHS:ACCU



Montgomery County Reg # A 01879 Dealer Code: 00664-6 STATE REG. # 01879





301-258-1015 Hours: Mon - Fri 7:00 AM - 7:00 PM Saturday 8:00 AM - 1:00 PM

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SHEEHY FORD LINCOLN 901 N. Frederick Avenue Gaithersburg, MD 20879

Construents       1215547       Acche L RHAC       364431       Construct	CURTOMER NO.	ADVISOR				INVOICE DATE	- Char
APT # : APT # : ROCKVILLE, MD	1215547		EL RHEA				INVERT
APT #:       3 F A H P O G A 9 B R       A O S       RUCKVILLE, MD		UNDOR FIX	ICENSE NO.	MILEA	E	POLOR	STOCK 1K)
APT #:       3 F A H P O G A 9 B R       A O S       RUCKVILLE, MD		YEAR / MA	KE / MODEL		32.959	BLACK/	DELIVERYMILES
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HHS:ACCU

## RA #

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**

ROCKVILLE, MD C DL: PO #: 308945	MD	03/ <b>20/2018</b>
Claim #; Adjustar: Renter's Ins: ALLSTAT Policy #: Insured:	E	

#### Rental Summary

1. Unit #: 31396       Date       Time       Odom       Fuel       Loc         Rentsd Class:       Standard       Lic: 4AN2884       MD       Out: 03/20/2013       12.53       31,809       2       NGB         2011       CHRYSLER       VIN: 1C3BC1FG4BN       In: 03/23/2013       12.56       32,947       2       NGB
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# Charge Summary

Description	Charged	Rate	Per	Amount	Total Billed for AR
Hourty		10.34	hour	.00	SHEEHY FORD
Daily	3	25.11	dav	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	

ROBERT M. SILVERMAN

Member, PA Bar
Member, NJ Bar
Member, DF Bar
Member, MF Bar
Member, MD Bar
Member, MD Bar
Member, MJ Bar
Member, MH Bar
Member, NH Bar
Member, NH Bar
Member, TN Bar
Member W Bar
Member Corrigied by the New Jersey.
Supreme Court as a Civil Trial Attorney



30 E. Butler Pike

Ambler, PA 19002 P (215) 540-8888 JACOUELINE C. HERRITT<sup>----CP</sup> ROBERT A. RAPKIN' ANGELA K. TROCOLI<sup>-1</sup> FRED DAVIS<sup>---</sup> (CARADINA) AMY L BENNECOPF<sup>---</sup> RICHARDA SCHOLER<sup>-1</sup> TARA L PATTERSON' W CHRISTOPHER COMPONOVO<sup>ST</sup> TINDHER COMPONOVO<sup>ST</sup> TINDHER COMPONOVO<sup>ST</sup> TINDHER COMPONOVO<sup>ST</sup> TINDHER COMPONOVO<sup>ST</sup> TINDHER COMPONOVO<sup>ST</sup>

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

Ms. Cherie Leich Ford Consumer Affairs 16800 Executive Plaza Drive 3NE-301 Dearborn, MI 48126

Re:

2011 Ford Fusion VIN: 3FAHP0GA9BR

060 LTT 1013MAR22 PM 4:54

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Dear Madam:

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

March 18, 2013

JCH/as Attachments



6601 Ritchie Highway, N. E. Glen Burnie, Maryland 21062

**REGISTRATION CERTIFICATE** 



TAG NUM	BER	UN	IT #	_	STICKER NUMBER		
TITLE NUM	BER		MAKE AND BODY STYLE OF VEHICLE FORD 4S				
YEAR 2011	CLASS	EXCEPT N/A	T VEH	VEHICLE IDENTIFICATION NUMBER 3FAHP0GA9BR			
GR. VEH. WT. -3700 GR. COMB. WT. 00N/A			FEE EXPIRATION DAT 128.00 01/31/2015				
OWNER'S L	ICENSE SO	UNDEX NO.		CO-OWNER'S	LICENSE SOUNDEX NO.		
NAME(S)		RESS OF REC	SISTERE	D OWNER(S)			

ROCKVILLE MD

·	-			SIMPLE FINANC		
		Dealer	Number	Cor	tract Number	
Buyer Name and A (Including County a				r Name and Address g County and Zip Coo		Creditor-Seller (Name and Address) LINDSAY FORD OF UNENTON 11250 VETRS WILL OBAD
(2) 북한도 11PC			SILVE	R SPRING ND		UHKATNN, HD 20902
on credit under the	e agreement ced and Fin	ts on the from ance Charg	nt and back of the in U.S. funds	his contract. You age according to the particular to the particul	ree to pay the Credite	ning this contract, you choose to buy the vehicl or - Seller (sometimes "we" or "us" in this contract low. We will figure your finance charge on a dail
New/Used	Year	Make and Model		Vehicle Identification	Number	Primary Use For Which Purchased
NEU	1101	FORO FUSION	Эганроба	988		Xpersonal, family or household      business     agricultural
	FEDERA	L TRUTH-I	N-LENDING	DISCLOSURES		Insurance. You may buy the physical damage
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINAN CHAF The de amoun credit cost y	NCE IGE Dilar T the c will rou. c	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 \$ 4500_06	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 com- panies will describe the terms and conditions.
			19166.70	\$30118.32	\$ 34618.32	Check the insurance you want and sign below:
Your Payment Number of	Schedule		When Pa	vments		<b>Optional Credit Insurance</b>
Payments	Paym	ents	Are [	Due		Credit Life: Buyer Co-Buyer Both
72 Or As Follows:	Ĕ	16.9 Mor	hthly beginning	01/11/11		Credit Disability (Buyer Only)
			r -			Premium: Credit Life \$
						Credit Disability \$NZA
				iys after it is due, you		Insurance Company Name
of <u>10</u> % of th Prepayment. If you				m charge of \$5	μ¥	Home Office Address NZA
Security Interest.	You are giving	a security inter	est in the vehicle b	eing purchased.		N/A
Additional Inform default, any require				including information	about nonpayment,	Credit life insurance and credit disability insurance are not
ITEMIZATION OF AN			scheduled date ar	nd security interest.		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
1 Cash Price A Cash Price of	Motor Vehicle (	including accesso	pries, services, and tax	es) \$ 22	578.70(A)	If you choose this insurance, the cost is shown in item 4A
B Dealer Pro	cessing Cha	rge (not requi	ired by law)	\$	100.00(B)	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
C Freight Cha	arge			\$	<u>N / A</u> (Ć) N / A(D)	you make late payments. Credit disability insurance does
D Other To Whom I	Paid N/A			\$	<u>R7P(D)</u>	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
E Other				\$	<u>N / A(E)</u>	last payment unless a different term for the insurance is shown below.
	Paid <u>R/A</u>					Silvert Delow.
Total Cash Price 2 Total Downpaymer	nt				\$	
Trade-in N	/ A					
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Equals Net	ff Made By Sell Trade in	er		\$	N/A N/A	Premium \$ 1/2
+ Cash				\$2	500 00	Insurance Company Name
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(If total down 3 Unpaid Balance of			and see 4I below)		\$ <u>4500</u> 00(2) \$ <u>18178</u> 20(3)	Home Office Address
4 Other Charges Incl			on Your Behalf	,	Ψ <u></u>	Type of Insurance
(Seiler may keep p						
A Cost of Optiona Company or Co		ice Paid to Insur	rance			Premium \$ N/A

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Life

PE14-030 000982LC

Insurance Company Name

NIG

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	Paid to Insurance Company					is not required to o	al inclurance
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D	Official Fees Paid to Government Agencies	S	H16	n	ot be provided unless	you sign and agree	to pay the
Е	Government Taxes Not Included in Cash Price	\$	N/A	e	dra cost.		
	Government License and/or Registration Fees				want the insurance che	cked above.	
	LIC ELECE TTAG LIFN	\$	183 00		,		
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	(includes \$	¢	50.00				
	Optional Gap Contract			Ĉ	o-Buyer Signature		Date
	Other Charges (Seller must identify who is paid and		(20-00	-			
	describe purpose)				THIS INSURANCE NSURANCE ON YO		OR BODILY
	tot / A for Prior Credit or Lease Balance	<b>^</b>	4.14	1	NJURY OR PROPE	RTY DAMAGE.	WITHOUT
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ROCKVILLE, N	AD D			Page '		301-94	WHEATON, MD : 9-4060 & FAX: 30		
Home:		Bus:	Cell:	240-688	-7471		www.elindsay.c		
Email: email n		e.com home		SE	RVICE ADVISOR:				
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TUXEDO	11	FORD FUS	SION	3FAH	P0GA9BR		28523 /	28536	T3641
DEL. DATE	PROD. DA	TE WARR. EXP.	PROMIS	ED	PO NO.	RATE	PAYMENT	INV.	DATE
27NOV10			30AUG12	19-00			VISA	31AI	UG12
R.O. OPEN	ED	READY	OPTION	S: STK:F	10717 ENG:2.5_Liter T	RN:AT	110/1	0.11	
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		TYPE HOURS				LIST	NET	TOT	'AL
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MISC		OP CODE					: e <sup>1</sup> · · · · · · · ·		
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					t up. created concern befor				
component	ts. una	ble to dup]	licate to	perfo	rm any furthe	r pinpoi	nt tests.		
need to 1	return	when concer	rn is more	e repe	titive.	· · · · · · · · · ·			
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5	*5W20*			· •		3.89			50
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-		******	*****	*****	*****			0.	00
CUSTOMER 1	PAY SHO	OP CHARGE FO	OR REPAIR	ORDER				2.	.09
Manufacturer Special P Administration (N.H.T.S	olicy Adjustme	IntPrograms:Federal law	requires manufacturen in their vehicles. You	s to furnish th	he National Highway Traffic Saf	ety DES	CRIPTION	TOT	ALS
IOI a lee or lor tree.					is information, which may availa			\$	14.96
exceed \$50.00, to	the Repair i	Order for shop supplie	qual to 11% of thes used in connect	tion with t	t of labor and parts, not this repair. A waste dispos	to PARTS AM sal GAS, OIL,		\$ \$	<u>24.99</u> 0.00
charge may apply no	of to exceed \$3	5.00.			D WARRANTY ON TH		MOUNT	\$	0.00
REVERSE SIDE C	OF THIS RE	PAIR INVOICE.				MISC. CHA		\$	2.09
					es left in the vehicle in case of fi alership's responsibility or insurar			\$ \$	42.04
terrorit and the second s	pairs itemized ehicle is being n	in this Invoice and that yo elumed to you in exchange	ou received (or had the for your payment of the	a Amount Due	of and authorized the Dealership to inspect) any replaced parts	as SALES TAX		\$	<u>    0.00   </u> 1.50
DATE CU	JSTOMER SIGN	IATURE			PRESENTATIVE SIGNATURE	PLEASE	PAY		43.54
						THIS AMO	DUNT	P	43.04

DealerCAP 02006 ADP (11/08) SERVICE INVOICE TYPE 2 - 5/2C - "LIMITED WARRANTY" - 5655002

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

Page 101 2       WHEATCN MU 23002         Disset Cell         WHEATCN MU 23002         NOT A 100 MARCH 100 MU 2002         Colop YeaR       MARCHMORE       WHEATCN MU 23002         COLOR YEAR       MARCHMORE       WIEATCN MU 2002         COLOR YEAR       MARCHMORE       WIEATCN MU 2002         COLOR YEAR       MARCHMORE       WIEATCN MU 2002         COLOR       MULATON MULATON         VIEATCN MULATON M	Cústomer Nun	nber			ice No: 20 INVO	ICE	Fird	F O R D	of whe	
COLOR         YEAR         MAKEMODEL         OLIVER OF INDITION, DIDOR,	Home:		Bus:				V 301-949-	VHEATON, MD : 4060 ò FAX: 30 www.elindsay.c	20902 1-949-3170 com	
TUXEDO       11       FORD FUSION       3FAHPOGAGER       28718 / 28718 / 321         DEL DATE       PROD. DATE       WARR EXP.       PROMISED       PO NO.       RATE       PAYMENT       RV. DATE         27NOV10       150CT1219:00       CASH       190CT12       CASH       190CT12         12:50 055EP12       11:46 190CT12       DP NO.       ELIST       NET       TOTAL         A CUST STATES POWER STEERING HAS LOCKED UP ABOUT 3 TIMES IN THE LAST 2       0.00       0.00       0.00       0.00         MONTHS WHILE DRIVING       0.00 OTHER:       0.00 TOTAL LINE A:       0.00       0.00       0.00         PARTS:       0.00 LABOR:       0.00 OTHER:       0.00 TOTAL LINE A:       0.00       0.00         PARTS:       0.00 LABOR:       0.00 OTHER:       0.00 TOTAL LINE A:       0.00       0.00         PARTS:       0.00 LABOR:       0.00 OTHER:       0.00, TOTAL LINE A:       0.00       0.00         SUBL LOANER CAR POHLPMESO41       SISTATICE RUNCE       MIASS DDDD       0.00 OTHER:       0.00, TOTAL LINE B:       0.00         SUBL LOANER CAR POHLPMESO41       WINC       MIASS DDDD       SISTATICE RUNCE       0.00 OTHER:       0.00       TOTAL LINE C:       0.00         28718 PROVIDE REMING: SYSTEM HARD TO TU					SEF					
DEL DATE         PRODUBATE         WARE EXP.         PROMISED         PO NO.         RATE         PAYMENT         INV DATE           27NOV10         1SOCT1219:00         CASH         19OCT12         CASH         19OCT12           R.O.OPENED         READY         OPTIONS: STKF10717 ENG:25_Liter TRNAT         CASH         19OCT12           LINE OPCODE TECH TYPE HOURS         LIST         NET         TOTAL           A CUST STATES POWER STEERING HAS LOCKED UP ABOUT 3 TIMES IN THE LAST 2         0.00         0.00         0.00           MISC MISC P OP CODE         9957 CP         0.00         TOTAL LINE A:         0.00         0.00           28718 SEE LINE D, PLEASE REFER TO REPART LINE D         0.00         TOTAL LINE A:         0.00         0.00           28718 SEE LINE D, PLEASE REFER TO REPART LINE D	COLOR	YEAR	MAKE/MODEL	·		VIN	LICENSE	MILEAGE	IN / OUT	TAG
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MONTHS WHILE DRIVING         MISC MISC P OF CODE       957       CP       0.00       0.00         PARTS:       0.00       LABOR:       0.00       OTAL LINE A:       0.00         28718 SEE LINE D, PLEASE REFER TO REPAIR LINE D					CKED III	ABOIT 3 TTM				<u> </u>
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28718 SEE LINE D, PLEASE REFER TO REPAIR LINE D  ***********************************		99	957 CP					0.00	Ο.	00
B RENTAL LOANER CAR PROVIDED BY ENTERPRISE RENT CAR CAUSE: RENTAL ASSISTANCE FROM CAC RENTAL RENTAL 999 WF (N/C) FC: H22 42 PARTH : 3504 COUNT: CLAIM TYPE: PI1 AUTH CODE: M14X9 DDDPD SUBL LOANER CAR POHLPW63041 WFF (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 WISC MISC P OP CODE 9957 ISP 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 ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES MISC MISC P OP CODE 25818 WF (N/C) 3504A STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES DEFECTIVE STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES STEERING CEAR ASSEMBLY - REMOVE AND INSTALL OR REPLACE (3504/3ASOL) - L MANDALES AMOUNT CAUSE STEERING CEAR ASSEMBLY - REMOVE AND INSTALL CAUSE STEERING CEAR ASSEMBLY - REMOVE AND	PARTS :	Ο.	00 LABOR:	0.00	OTHER	0.00	TOTAL LI	NE A:	Ο.	00
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: CLAIN.TYPE: PI1 AUTH CODE: M14Y9 DDDPD SUBL LOANER CAR PO#LFWG3041 WFT PARTS: 0.00 LABOR: 0.00 OTHER: 0.00, TOTAL LINE B: 0.00 28718 PROVIDE RENTALT DUE TO FART ON BACK ONDER' C** VINNIE SPECIAL ORDER PARTS ARE HERE 10-15-12 MISC MISC P OP CODE 9957 ISP PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 28718 OK CAUSE: DEFECTIVE STEERING GEAR MISC MISC P OP CODE 25318 WF CAUSE: DEFECTIVE STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/33500) - I MISC MISC P OP CODE 25318 WF CAUSE: DEFECTIVE STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/33500) - I MISC MISC MISC P OP CODE 25318 WF CAUSE: DEFECTIVE STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/33500) - I MISC MISC MISC POR COME 25318 WF CAUSE: DEFECTIVE STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/33500) - I MARANTER STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/33500) - I MARANTER STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR TERPLACE (3504/3500) - I MISC MISC MISC POR CODE 25318 WF MISC MISC STEERING GEAR ASSEMBLY - REMOVE AND INSTALL OR FEPLACE (3504/3500) - I MARANT STATEMENT PULAES SEE THE DEALERSHIP'S LIMITED WARANTY ON THE MISC MISC POR CODE 25018 OF TATEMENT PULAES SEE THE DEALERSHIP'S LIMITED WARANTY ON THE MISC MISC POR CODE (SAC ASSEMBLY - REMOVE AND INSTALL OR PARTS AMOUNT MARANT STATEMENT PULAES SEE THE DEALERSHIP'S LIMITED WARANTY ON THE MISC CHARGES ' MISC CHARGES ' MISC MISC POR CODE (SAC ASSEMBLY - REMOVE AND AND AS A MOUNT MISC CHARGES ' MISC MISC POR CODE (SAC ASSEMBLY - REMOVE AND ASSEMBLY - REMOVE AND ASSEMBLY - REMOVE AND AND ASSEMBLY - REM	28718 SE	E LIN	IE D, PLEASE I	REFER TO	REPAIR	LINE D				
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************************************		0. OVIDE	WF 00 LABOR: RENTAL DUE	0.00 IO PART O	OTHER N BACK	: 0.00 ORDER	TOTAL LI			
9957       ISP       (N/C)         PARTS:       0.00       LABOR:       0.00       OTHER:       0.00       TOTAL LINE C:       0.00         28718 OK       ************************************	C** VINNI MISC	E SPE MISC	CIAL ORDER P	ARTS ARE	HERE 1	0-15-12.	*********	<b>***</b> ■ \$10 =		
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 28718 OK 28718 OK ************************************		99	957 ISP	동안 같은 말 같은 것		김사이가 승규님께서 지하	이번 가슴을		(N-	(C)
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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 Spacial Policy Adjustment Programs; Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (NH.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available for allee 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. Nereby acknowledge that the Dealership is nol responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, requested by you. The vehicle is being required to you were notified of and automoder the Dealership is responsibility or insurance ESS INSURANCE SALES TAX DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE PLEASE PAY	28718 OK									1.1
25818       WF       (N/C)         3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL       OR REPLACE (3504/3A500) - L       (N/C)         Manufacturer special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety definitions describing any defects in their vehicles. You may obtain copies of these buildins from either the manufacturer or NH.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available that information, which may available that addition, certain consumer publications or organizations publish this information, which may available that addition may built the second store of the Repair Order for shop supplies used in connection with this repair. A waste disposal charge may apply not to exceed \$50.00.       PARTS AMOUNT       EABOR AMOUNT         WWARANTY STATEMENT: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE first reporting to the extend of the Dealership is not responsible for loss or damage to the vehicle or and and undraced her Dealership is responsibility or insurance coverage to a Dealership Representative). By signing below, you acknowledge that the Dealership is not responsible for loss or damage to the vehicle or and antidation for the Dealership is responsibility or insurance perform the services/repairs training of the you necevide (or had the opportunity to inspeci) any replaced parts as the Dealership is for the pederation relating to the extend of the Dealership is and the Dealership is and responsible for loss or damage to the vehicle or and automated her Dealership to insurance perform the services/repairs training of the you necevide (or had the opportunity to inspeci) any replaced parts as the dealership is for the log and the opportunity to inspeci) any replaced parts as DALE STAX       ESS INSURANC	CAUSE: DE	POWE FECTI	R STEERING S	YSTEM HAR GEAR		URN		<b>*★ ★</b>		··· =
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       DESCRIPTION       TOTALS         Manufacturer of NH.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available for shop supplies used in connection with this repair. A waste disposal       DESCRIPTION       TOTALS         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 \$50.00.       PARTS AMOUNT       SUBLET AMOUNT         REVERSE SIDE OF THIS REPAIR INVOICE.       MISC. CHARGES*       Introductions relating to the organizations publied or articles left in the vehicle in case of fire, or on you acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, or ony other cause beyond its control (plassed riner questions relating to the extent of the Dealership is responsibility or insurance every other cause beyond its control (plassed riner questions relating to the extent of the Dealership is responsibility or insurance every other cause former (so that avoure every discharge to you acknowledge that the Dealership is function of the approximation relating to the extent of the Dealership is and responsibility to insurance beyond its control (plassed riner questions relating to the opportunity to inspecified or and authorized plast as control (plassed riner questions relating to the opoportunity to inspecified or and authorized plast as									( NT /	(C)
OR         REPLACE         (3504/3A500)         - L           Manufacturer Special Policy AdjustmentPrograms: Federal law requires manufacturers to furnish the National Highway Traffic Safety         DESCRIPTION         TOTALS           Administration (N.H.T.S.A.) with bulkers describes in their vehicles. You may oblish copies of these bulkers         LABOR AMOUNT         TOTALS           * 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 GAS, OIL, LUBE         GAS, OIL, LUBE         SUBLET AMOUNT           * SHOP SUPPLY COSTS: We have added a charge equal to 11% of the total cost of labor and parts, not to exceed \$50.00.         WARRANTY STATEMENT: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE         SUBLET AMOUNT           Merchantry statement: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE thef, or any other cause beyond is control (please direct questions relating to the extend of the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, total control (please direct questions relating to the cattent of the Dealership to insurance coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to the SUBLET TAX         LESS INSURANCE           perform the services/repairs termized in this involve and that you were notified of and authorized the Dealership to the surger strate strate strate strate strate strate to you in exchange for your payment of the Amount Due.         SALES TAX           DATE	3504			SSEMBLY -	REMOV	E AND TNOTALL			(1)	()
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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     WARRANTY STATEMENT: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE     REVERSE SIDE OF THIS REPAIR INVOICE.     Inereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire,     or only 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     requested by you. The vehicle is being returned to you in exchange for your powend of the Amound bue.     DATE     CUSTOMER SIGNATURE     AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE     PLEASE PAY	the manufacturer or N for a fee or for free	H.T.S.A. I	n addition, certain consumer pul	blications or organizat	ions publish this	information, which may availa	ble LABOR AMO			
Added SS0.00, to the Repair Order for shop supplies used in connection with this repair. A waste disposal     GAS, OIL, LUBE     GAS, OIL, LUBE     SUBLET AMOUNT     SUBLET AMOUNT     MISC, CHARGES *     TOTAL CHARGES     TOTAL CHARGES     TOTAL CHARGES     Coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to inspecify 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     GAS, OIL, LUBE     SUBLET AMOUNT     SUBLET AMOUNT     MISC, CHARGES     SUBLET AMOUNT     MISC, CHARGES     TOTAL CHARGES     LESS INSURANCE     SALES TAX     PLEASE PAY	* SHOP SUPPLY C	OSTS: W	e have added a chame e	qual to 11% of th	he total cost	of labor and parts not	PARTS AMO	UNT		
WARRANTY         STATEMENT:         PLEASE SEE         THE         DEALERSHIP'S         LIMITED         WARRANTY         ON         THE         SUBLET AMOUNT           Interby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire,         MISC. CHARGES *         TOTAL CHARGES           Interby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire,         TOTAL CHARGES         TOTAL CHARGES           coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to inspect) any replaced parts as         LESS INSURANCE         LESS INSURANCE           perform the vehicle is being returned to you in exchange for your payment of the Amount Due.         AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE         SALES TAX           DATE         CUSTOMER SIGNATURE         AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE         PLEASE PAY	exceed \$50.00, 10	ne Rep	pair Order for shop suppli	es used in conne	ction with th	nis repair. A waste dispos		BE		
REVERSE SIDE OF THIS REPAIR INVOICE.     MISC. CHARGES*       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.     TOTAL CHARGES       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.     TOTAL CHARGES       Deform the services/repairs it semized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as     LESS INSURANCE       DATE     CUSTOMER SIGNATURE     AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE     PLEASE PAY	WARRANTY ST	ATEME	NT: PLEASE SEE TH	E DEALERSHIP	S LIMITE	WARRANTY ON TH	IF SUBLET AMO	TAUC		
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Deform the services/repairs ternized 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     PLEASE PAY	I hereby acknowledge theft, or any other cau	that the De use beyond	alership is not responsible for to its control (please direct question	ess or damage to the voors relating to the ext	vehicle or article	s left in the vehicle in case of fi	TOTAL CHAR	GES		
DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE PLEASE PAY	perform the services/r	epairs item	ized in this invoice and that w	acknowledge that you	were notified (	of and authorized the Dealership	to LESS INSUR	ANCE		
AUTIONIZED DEALENSHIP REPRESENTATIVE SIGNATURE PLEASE PAY	Togetorida er foa. The	VOLIVOIC IS DE	and recomed to you arecularige	for your payment of th	e Amount Due.		SALES TAX			
THIS AMOUNT	DATE C	USTOMER	SIGNATURE	AUTHORIZED DE	ALERSHIP REI	PRESENTATIVE SIGNATURE				

DealerCAP (11/08) SERVICE INVOICE TYPE 2 - SIZC - "LIMITED WARRANTY" - 9598002

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

Customer Num	ber:		Invoi		08833	(GF)	► Driw	right.	A\/
				INVO	ICE	Jurd			
				Page 2	2 of 2		11250 VEIRS MIL WHEATON, MD 2	L RD	
ROCKVILLE, N						301-949	9-4060 ò FAX: 301- www.elindsay.co	949-3170	
Home: Email:		Bus:	Cell:		RVICE ADVISOF	· 25722 GAR			
COLOR	YEAR	MAKE/MODEL			VIN	LICENSE	MILEAGE		TAG
TUXEDO	11	FORD FUS	SION	3FAH	POGA9BR		28718/2	28718	T3213
DEL DATE	PROD. DAT	E WARR. EXP.	PROMIS		PO NO.	RATE	PAYMENT		DATE
27NOV10			150CT12	19:00			CASH	190	CT12
R.O. OPEN	NED	READY	OPTION	s: STK:F1	0717 ENG:2.5_Liter	TRN:AT			
12:50 05SE	P12	11:46 19OCT12	2						
LINE OPCOI	<u>25690</u>	TYPE HOURS				LIST	NET		
COUNT CLAIM AUTH 00062 PARTS: 28718 TES C1B00-F2 ASSEMBLY	TYPE: CODE: 0.00 ST AND J PERFORI RACK AI	DDDPD LABOR: DIAGNOSIS I M PINPOINT ND PINION S	POWER STEN TEST E1 SOP PARTS	ERING IO E2 WERE	: 0.00 SYSTEM EEC T REPLACE E/P/ ON BACK ORDE	TOTAL L EST PSCM A/S MODUL R FOR 2 M	CODE BAND GEAR OUNTS ***	• • •	00
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	بالأنبر المأبوه	147 47 J	et et e		이 그 생활한 것을 관	n en en en		р. – 5 Б	3.1

Administration (	N.H.I.S.A.) with bulletins describing any	al law requires manufacturers to furnish the National Highway Traffic Safet defects in their vehicles. You may obtain copies of these bulletins from eithe	DECOIL (ION	TOTALS
the manufacture for a fee or for fr	r of N.H.T.S.A. In addition, certain consul	ner publications or organizations publish this information, which may available	LABOR AMOUNT	\$ 0.00
SHOP SUPP	PLY COSTS: We have added a cha	rge equal to 11% of the total cost of labor and parts, not to	PARTS AMOUNT	\$ 0.00
exceed \$50.0	0, to the Repair Order for shop pply not to exceed \$5.00.	supplies used in connection with this repair. A waste disposa	GAS, OIL, LUBE	\$ 0.00
	and and an an	THE DEALERSHIP'S LIMITED WARRANTY ON TH	SUBLET AMOUNT	\$ 0.00
REVERSE S	SIDE OF THIS REPAIR INVOICE	•	MISC. CHARGES	\$ 0.00
I hereby acknow theft, or any oth	dedge that the Deatership is not responsib her cause beyond its control (please direct	e for loss or damage to the vehicle or articles left in the vehicle in case of fire questions relating to the extent of the Dealership's responsibility or insurance	TOTAL CHARGES	\$ 0.00
coverage to a D	earership Representative), by signing being	, you acknowledge that you were notified of and authorized the Dealership t that you received (or had the opportunity to inspect) any replaced parts a		\$ 0.00
requested by yo	<ol> <li>The vehicle is being returned to you in ex</li> </ol>	change for your payment of the Amount Due.	SALES TAX	\$ 0.00
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY THIS AMOUNT	\$ 0.00

DealerCAP @2006 ADP (11/08) SERVICE INVOICE TYPE 2 - 512C - "LIMITED WARRANTY" - 9698002

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.



Montgomery County Reg # A 01879 Dealer Code: 00664-6 STATE REG. # 01879







Hours: Mon - Fri 7:00 AM - 7:00 PM Saturday 8:00 AM - 1:00 PM

SHEEHY FORD LINCOLN 901 N. Frederick Avenue Gaithersburg, MD 20879

CUSTOMER NO.		ADVISOR			NO.	INVOICE DATE	
121554	7	RACHEL RHEA	JCENSE NO.	64431	6305	02/25/13	COCS939538 STOCK NO.
					32,361	BLACK/	DELIVERY MILES
		YEAR/MAKE/MODEL				DELIVERY DALE	DELIVERY MILES
APT #:		11/FORD/FUST VEHICLE I.D. NO.	LUN/ 4UK	SUN S FY		SELLING DEALER ND.	PRODUCTION DATE
ROCKVILLE, MD		3 FAHPO	GA9E	RI	5		
E-MAIL		F.T.E.NO.		I P. O. N.J.		R.O. DATE	
B	BUSINESS PHONE	COMMENTS				02/25/13	
						_	MO: 32368
JOB# 1 CHARGES	and the second					I ACKNOWLEDGE RECEIL THE PARTS AND LABOR LISTED BELOW:	
She has to t Steerinng wh PSCM NOT PRO DIAG.PSCM UO	RINGENOISELS TES STEERING WHEEL LO URN CAR OFF THEN TURN EEL SQEAKS WHEN MAKING GRAMED CORRECTLY 415:00.PINPOINT TEST A T DATA, RESET IVD, CODE:	XS UP WHILE SHE IS BACK ON. ALSO HER S SHARP TURNS OR U ABS U0415, PROGRAM F	5 DRIVING TURNS. PSCM		WARRANTY	X	
JOB# 1 TOTALS							
JOB# 2 CHARGES				1 TOTAL	0.00	The factory warran the warranties with	OF DISCLAIMER ty constitutes all of respect to the sale
LABOR J# 2 79FTZGBATT CREE BATTERY TEST	N.BATTERY PERFORMED AND BATTER	TECH(S): OK AT THIS VISIT	3L00		INTERNAL	expressly disclaims express or implied, i	The Seller hereby all warranties, either including any implied
BATTERY TEST YOUR BATTERY FREQUENT BAT	RESULTS "GOOD" IS TESTING GOOD AT TH TERY TESTING IS RECOM	HIS TIME. MENDED, AS				a particular purp assumes nor aut	ntability or fitness for ose. Seller neither horizes any other
JOB# 2 TOTALS	CAN FAIL WITHOUT WARN					in connection with item/items.	o for it any liability h the sale of this
JOB# 3 CHARGES	JOB# 2	JOURNAL PREFIX CO	ocs Job#	2 Total	0.00		
7/32" (5MM)	NITIRES TIRE INSPECTION OR GREATER TREAD REMA EASURE GREEN AT THIS ARE RECOMMENDED FOR YO	INTING		a maring of a second	INTERNAL	(Fi	rd
JOB# 3 TOTALS							
JOB# 4 CHARGES				3 TOTAL	0.00	WHILE YOUR MO	TOR VEHICLE IS
LABOR- J# 4^30FTZZ99P		TECH(S):	ŠLOO		INTERNAL	AUTOMOTIVE R	MISES OF THE EPAIR FACILITY, 'E REPAIR FACIL-
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Montgomery County Reg # A 01879 Dealer Code: 00664-6 STATE REG. # 01879



www.sheehy.com

SHEEHY FORD LINCOLN 901 N. Frederick Avenue Gaithersburg, MD 20879



Hours: Mon - Fri 7:00 AM - 7:00 PM Saturday 8:00 AM - 1:00 PM

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PE14-030 000990LC





Ms. Cherie Leich Ford Consumer Affairs 16800 Executive Plaza Drive 3NE-301 Dearborn, MI 48126

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#### 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)

TITLE OF ACTION:	; Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Cover Sheet, Complaint, Exhibits, Attachments, Interrogatories, Requests, Instructions, Notice, Designation
COURT/AGENCY:	Palm B <u>each County Ci</u> rcuit Court, FL Case #
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - 2011 Ford Fusion ("Fusion") 3FAHP0JA1BR
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: PER: Address: Telephone:	C T Corporation System Donna Moch 1200 South Pine Island Road Plantation, FL 33324 954-473-5503

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

Page 1 of 1 / SW

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA CASE NO. PLEASE SERVE: Ford Motor Company c/o C T Corporation System Plaintiff, 1200 South Pine Island Road 11405 10/m/13 Plantation, FL 33324 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. Julia Vanily DATED on .....



FBN: 0042911

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.

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	IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
	CASE NO.
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Plaintiff,	
v.	
FORD MOTOR COMPANY,	
Defendant.	

NOW COMES Plaintiff, 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, ("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

 On or about October 6, 2011, Plaintiff purchased from Seller a 2011 Ford Fusion ("Fusion"), manufactured and distributed by Manufacturer, Vehicle Identification No.
 3FAHP0JA1BR for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the Fusion, <u>excluding</u> 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.

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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.

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I. 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;

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- 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.

#### <u>COUNT I</u> <u>BREACH OF WRITTEN WARRANTY</u> <u>PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT</u> <u>MANUFACTURER</u>

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.

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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.

 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

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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

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EXHIBIT B

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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.
- If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

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in Canada:



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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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).



#### 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?

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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
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- 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), the 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 a 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
- 14

 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 worm 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)

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#### 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 occurances 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.

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# 5. Federal requirements for emissions warranties

#### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



Applies to vehicles up to 8,500 pounds grass vehicle weight rating (GVWR)
 Applies to trucks over 8,500 pounds grass vehicle weight rating (GVWR) up to 19,500 pounds grass 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.

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#### 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?

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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 20

#### 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 Avenne, N.W. Washington, D.C. 20460

# California requirements for emissions warranties 6

#### 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).



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 certilled 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 Centrol 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.
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- \* 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.

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#### 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**

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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
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Part Name	1.0, फिन्मक	2.01. Facua	2.01. Thankil Counces	2.01. Explorer	2.31. Runger	2.5L Pusien/Man	2.5L Exapplication	3.0L Presion Mithu	3.0L Escape/Mariner	3.bl. Fusion	3.54. Ples	umd Kt	-12f LZge	3.54. Explorer	3.4. F150	3.71. Erige	3.7L. Henneg	3.A. F160	4.01. Kaughr	4.6L Crown Vaueria/Grand Margain	4.61. E.Series	שמושים אים ש	5.0L F150	graten Austra	Sut ESeries	5.4L Especiation	621.1150 HDMagaa	5.21. F.Superduty	6.71. F.Superducy	6.St. E.Series	6.31. F.Supertiuty
ABS Mochale	_	h		<u> </u>			-				_								_			-				_		X(1)		_	X(1)
Catalytic Converter	X	X	X	X	X	X	2		x	X	X	X	X	X	x	X	X	X	3	X	X	X	X	X	x	X	1	X	8	X	X
Exhaust Convertor Intermediate Pipe			L	I				X	-		_		L												<u> </u>				<b></b>		-
Dissel Particulate Film		<u> </u>	L					-																	L	-			X		L
Diesel Exhaust Fluid Dank Assembly	_	L	L	ļ												_									-				X	-	L
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Variable Countralt Tening Housing (Right Hand)								X		x	X	X	X			X	x									X					
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Variable Camshaft Timing Solenoid															X																
Variable Camshaft Timing Assembly												X		X															L .		
Tathocharger				X											X														X		
Charge Air Cooler				X											X										<b>—</b>				<u> </u>		
Transmission Turbine Shaft Speed Sensor				X	X									Х					X						<u> </u>						
Transmission Output Shaft Speed Sensor							<u> </u>												X(2)												Г
Transmission Intermediate Speed Sensor			· · · ·	<b>—</b>	X														X						1	1			<b>—</b>	<b>—</b>	T
Transmission Range Sensor						x		x		X													-		$\square$				1		T
Transmission Control Mortule			-	X						X	X	X	X	X		X									1			1	<b>—</b>		Γ
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Puel Tank Shieki							<b></b>					X									X				z	<b>—</b>		1	1	X	1
That Pillar Pipe			X		<b></b>																_			-	T		Γ	<u> </u>		1	Γ
Pizi Supply Manifold Assembly	х	Г		1	-		-	<b>—</b>			X	X			-					-			-		1	-			X	T	1
Fuel Delivery Module	X		<u> </u>	X	-				-			x	X	X	x	x				x	X		-	x	X	<u> </u>		x	1	x	x
Fuel Pump Assembly	·	1	1	x	1	-	<b>—</b>	-	-	1		X(4)			X						-			-	1	1	1	1		1	1
Turbocharger Control Sciencid		1		X	<b>—</b>			1	(	<b></b>		1			x								-				t	1-	1	1	1
Intake Manifold	-	t-	1	1			-	<b>—</b>	-		X	x			x		X			X			-	x	x	X	3	X	X	x	X
Exhaust Hanifeld (Right-Hand)	-	1	t	1	<u> </u>	<b></b>	1	1		x	X	x	x	x	x	X	<u> </u>	X	<b>t</b>			X	x	x	+	X	x	1		X	X

#### COVERAGE FOR 2011 MODEL VEHICLES (GWVR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY (Coverage for up to 7 years/20,000 miles, whichever first occurs)

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# COVERAGE FOR 2011 MODEL VEHICLES (GVWR OF 14,000 LB9, OR LESS) UNDER LONG TERM DEFECTS WARRANTY (Coverage for up to 7 years/70,000 miles, whichever first occurs)

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Part Many	1.61. Para	2.01. l'ocus	2.0L TransicCourses	2.0L ईंड्य्येल्ल्स	2.11. Rangen	2.5L Pusion/Milan	2.M. Escaperhánolec	3.0L Projenvikitan	2.01. EscaperAdrimer	1.M. Purism	3.6L Flex	3.5t. Thurus	1 H. Edge	ast Explorer	3.51. F150	ರೆ.ಗಿ ಕರ್ಧಕ	3.T. Murang	0.7L F150	4.PL Junger	ingruhi berndaharan versi	A.M. E.Suries	ä.O. Miaturg	5.0L F150	פאר אניניאל	ë.st. E.Series	5.41. Prpedián	6.2L F130 HDRApped	6.21. F-Superdury	6.71. F.Superduce	6 SL 2-Series	6.81. F.Supertuur
Exhaust Straifold (Left-Haud)	-	-								X	X	x			X			X	-	-	ì	x	X	x		x	x	X		x	x
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EGB Cooler									-				Ê		<u> </u>	-		<u> </u>						-					X		
Elix Tube to Manifold Connector								x			-										-			1	X	x	-		-		
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Truntile Body Spacer			-	-	-							-								_	-			x	X	x					
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Fuel Injector Puel Supply Manifold									x		X	X			x					x	X	_	-	x	x	X				x	
Puel Injector Wiring Harness			-	x			-								X					-					-	1		-			
Instrument Cluster (5)	_		-	x		X		x		_				X	X	-		X					X		-		X	x	X		X
Powertrain Centrel Wining Harness		-		X		X	x	X	x	x				X	X		-	x			X		X		X	X	X			X	
Engine Control Wiring Harness		-	-	-	X														x		X				x		-			X	
Powertrain Engine Control Unit (ECU)	x	X	x	x	X	X	X	X	X	X	X	x	X	X	X	X	x	X	X	x	3	x	x	x	x	x	8	x	x	X	x
Engine Conumi Server Wiring Assembly	-			· · · ·			-	-		_							-	-			X	-			x	1-				X	
Main Body Wring Harness (ii)		X	x			X	_	X		x		1								X						x		X	x	X	X
Dash Panel & Hearthing Junction Writing Assembly (6)	X		x	X	X	X	x	x	x	x	x	x		X			x		X	x	X	X		X	Z	Γ				X	
Main Wiring Assembly (6)				X									1	x	X			X					X			1	X		<b></b>		
Rear Lamp Wiring Ascendity (6)							X		X			Γ			X			ĸ					8			-	X	•			

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#### 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.



#### 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.



#### 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.



#### 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.

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# 10.4The 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 callng 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.

# 111-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 l 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



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.



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 <u>www.fleet.ford.com/limo</u> 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 it's wheelbase is extended beyond its limitations or if it's 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.



# DISCOVERY REQUESTS

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# IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.

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 nonidentical 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, emails, 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.

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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," "identify," 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," "identify," 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.

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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. Identity 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, 3<sup>rd</sup> Floor Chicago, IL 60602 (312) 578-9428 Attorney for Plaintiff FBN: 0042911

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# IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 2013-CA - 015607

Plaintiff,

٧.

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 response 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 nonidentical 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.

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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," "identify," 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," "identify," 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," "identify," 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.

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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, 3<sup>rd</sup> 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.

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 nonidentical 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, emails, 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," "identify," 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," "identify," 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.

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.

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FORD MOTOR COMPANY,

Defendant.

Respectfully Submitted, Krohn & Moss, Ltd By: Brent Wikgren Krohn & Moss, Ltd 10 N Dearborn Street, 3<sup>rd</sup> Floor Chicago, IL 60602 (312) 578-9428 Attorney for Plaintiff FBN: 0042911

### IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

,

Plaintiff,

ν.

FORD MOTOR COMPANY,

Defendant.

### NOTICE OF SERVICE OF INTERROGATORIES

CASE NO.

The Plaintiff, **Manual Manual State**, 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  $\frac{1}{10}$ , 2013.

Krohn and Moss,Ltd

Brent Wikgren, Esq. Florida Bar No. 00429 1 10 N. Dearborn Street, 3<sup>rd</sup> Floor Chicago, Il 60602 Phone: (312) 578-9428 bwikgren@consumerlawcenter.com Attorney for Plaintiff

IN THE CIRCUIT COURT IN AND F	OR
PALM BEACH COUNTY, FLORIDA	

CASE NO.

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, Esg.	ahill@consumerlawcenter.com

KROHN & MOSS, LTD. By:

BREIT WIKCREN, 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 Number

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	
Customer Numb	≩r
WALDORF	HI
Email	
Dealer Waldorf Fo	ord, Inc.
VIN 3FAHP0JA1	3R
Year 2011	Make FORD
Model FUSION	Body Style P0J - SEL FWD 4-DR SEDAN
Symptom	
Level 1 Stop/Stee	r/Ride
Level 2 Steering /	Steering Wheel
Level 3 OTHER	
Level 4 OTHER	

Case Print Repo	rt
Case Number	
Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	2/25/2013 2:10 PM

-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

Stephen Durocher

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-XXXXXX.

#### \*\*ADVISED CUST OF THE ABOVE

#### 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 dlrship..closing case

Case Print Report Case Number			
Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAcco unt CRM	2/25/2013 2:10 PM	email	Owner Web Issues
FordCRMAppUserAcco unt 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 Number

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		
Customer Numb	er	
WALDORF	н	
Email		
Dealer Waldorf F	ord, Inc.	
VIN 3FAHP0JA1	BR	
Year 2011	Make FORD	
Model FUSION	Body Style P0J - SEL FWD 4-DR SEDA	N
Symptom		
Level 1 Stop/Ste	r/Ride	
Level 2 Steering	Steering Wheel	
Level 3 Performa	nce	

Level 4 Inoperative

Case Print Report		
Case Number		
Agent Name	Note Last Modified	
Maureen Donnelly	2/18/2013 10:49 AM	
CUST STATES POWER STEERING AND WANTS TO KNOW IF HE HAS TOWING Waldorf Ford Inc. 2440 Crain Hwy Waldorf, MD 20601 (301) 843-2400 CSR ADVSD HE HAS TOWING TRANSF		

PE14-030 001082LC

Case Print Report			
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 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	
Customer Number	
WALDORF	н
Emai	
Dealer Waldorf Ford, Inc	L
VIN 3FAHP0JA1BR	
Year 2011 Make	FORD
Model FUSION	Body Style P0J - SEL FWD 4-DR SEDAN
Symptom	
Level 1 Stop/Steer/Ride	
Level 2 Steering / Steeri	ng Wheel
Level 3 Performance	
Level 4 Inoperative	

Case Print Report		
Case Number		
Agent Name	Note Last Modified	
TRACTION CONTROL -BOTH ARE NOT GOOD B/C HE IS		
PRESSURE ISSUE ON 2/11, BUT D -SAME 2 ISSUES OF STEERING AN OF YESTERDAY	AT THE TIME, AND THE DLR FIXED TPMS LOW TIRE DLR DIDN'T FIX THE OTHER 2 ISSUES ON 2/11 DLR VISIT ND TRACTION CONTROL ARE STILL OCCURING AGAIN AS OR AN ACTUAL REPAIR THIS TIME	
-HE WILL TRY TO GET VEH TOWE		
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.

-RENTÁL 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

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			
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 Number	-	
Case Opened Date		
	8/27/2013 2:55 PM	
Case Closed Date	10/6/2013	
Case Status Resol	ved	
Case Last Modifie	d 10/6/2013 8:59 PM	
Responsible Team	Tier 3 DRP	
Case Classificatio Repurchase/Replac		> DRP/BBB > DRP-Vehicle
Customer Name		
Customer Number		
CHICAGO		
Email		
Dealer Waldorf For	d, Inc.	
VIN 3FAHP0JA1B	R	
<b>Year</b> 2011	Make FORD	
Model FUSION	Body Style P	0J - SEL FWD 4-DR SEDAN
Symptom		
Level 1		
Level 2		
Level 3		
Level 4		

Case Print Repor	t
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	10/7/2013 9:39 AM Ford
Pamela Spivey received arb decision. arbitrator denie	10/7/2013 9:41 AM ed consumer's request for repurchase

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 Number

Level 4 Other

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		
Customer Numbe	er	
WALDORF	HI	
Email		
Dealer VIN 3FAHP0JA1E		
Year 2011	Make FORD	
Model FUSION	Body Style POJ -	SEL FWD 4-DR SEDAN
Symptom		
Level 1 Maintenar	nce/ Pre Delivery	
Level 2 Pre Delive	ery Check	
Level 3 Other		

Case Print Report				
Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified	
ROADSIDE ASSISTANCE-TOW- WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	2/19/2013 11:32:00 PM	
DISPATCH COMPLET	E			

Case Number MRS-

### **BBB AUTO LINE**



October 4, 2013

PAMELA SPIVEY FORD MOTOR COMPANY P O BOX 6248 DEARBORN MI 48121

vs Ford Motor Corporation 3FAHP0JA1BR

Dear Madam/Sir:

Re:

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	
CHICAGO IL	

Re: vs Ford Motor Corporation 3FAHP0JA1BR

Dear 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 <u>14</u> 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



## ACCEPTANCE OR REJECTION OF DECISION

Date: 10/04/13	Case Number:
Customer:	State: FL
Business: Ford Motor Company	
Mfr-Info: 6700 FL 3FAHP01A1BR	

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 14days 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



# Denial Decision

Submitted Date: 10/04/13

VIN: 3FAHP0JA1BR - Hearing Date: 09/14/13 Customer - 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:

Arbitrator: Ali Friedberg Tal-mason

Customer: Date: 10/04/13



# Lemon Law Reasons for Decision

Submitted Date: 10/04/13

# VIN: 3FAHP0JA1BR

- Fact Sheet Section -

#### Fact Sheet Queston 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):
- Electrical
- 2 Steeping

#### b Exists Now? (Please Explain)

- 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
- 10.
- 2 5.
- d Number of Days Out of Service:
- i 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 Materiais/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: Date: 10/04/13





September 23, 2013



Re: Tu

Turner vs Ford Motor Corporation 3FAHP0JA1BRJ

Dear 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

# Arbitrator Additional Information Request



Submitted Date:: 09/20/13



Question 1

In order to render a decision in this case, I am requesting additional information from (indicate using X):

a Customer

Х

b and/or manufacturer

Ouestion 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



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.



#### 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.





September 12, 2013



Re: Turner vs Ford Motor Corporation 3FAHP0JA1BR

Dear 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: Turner vs Ford Motor Corporation 3FAHP0JA1BR3

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



## **BBB AUTO LINE**

CHICAGO	Ť		
CHICAGO			

September 12, 2013

Re: vs Ford Motor Corporation 3FAHP0JA1BR

Dear 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

2/3



#### MANUFACTURER RESPONSE FORM

Case Number: Customer Name: VIN: 3FAHPOJA1BR Vehicle year/model: 2011 Fusion SEL FWD Current mileage: 13,431

State: Florida Warranty Start Date: 9/5/11

	d (mileage and date of purchase) 🔲 Leased (terms of lease)
This claim is: 🔀 IN BTB Warra	nty 🛄 IN Diesel Warranty 🛄 IN Powertrain Warranty 🛄 Out of Ali
Warranties	_
Extended Service Plan: NO	YES <u>Premium Care Maintenance 6 vears / 75.000 miles</u>

#### 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:

- <u>Electrical</u>
- <u>Steering</u>

#### 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)

PE14-030 001116LC

2013-Sep-12 - 32 PM Ford Motor Company 866-367-6319

Date. STRIZUTUT.UU.UU PIN

درد - - - - - - - -

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: \_

1

Completed by: Pamela Spivey Fax: 888-345-2897 Date: <u>9/10/2013</u>

PE14-030 001117LC

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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

## **BBB AUTO LINE**



September 10, 2013

PAMELA SPIVEY FORD MOTOR COMPANY P O BOX 6248 DEARBORN MI 48121

Re:	vs Ford Motor Corporation 3FAHP0JA1BR.	

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



vs Ford Motor Corporation 3FAHP0JA1BR.

Dear

Re:

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





# 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.



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Krohn & Moss, Ltd.

Page: 2/36

Main Office 10 N. Dearborn St, Third Floor Chicago, Illinois 60602 www.krohnandmose.com

Wexter's Dirnot Number (312) 578-9488 Ext, 208 Weiter's Direct Facuimile (866) 431-5576 Writer's Direct E-Mail brikgen@consumerlsworntor.com www.kruhnandmore.com

Also practicing in: Florida Minois AUG 27 2013

August 22, 2013

WRIGC

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

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

RE:

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 referent or replacement under the Florida Lemon Law or alternatively diminished value damages under the Magnuson-Moss Wascanty 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, <u>do not contact our client directly under any circumstances</u>. Our client has istained 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 Irent 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, <u>print</u> or varify 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).

Malling address	, Esq.; Krohn & Moss, I	td.; 10 North De:	arborn Street, 3rd Floor
city; Chicago		State; IL	Zip code:
Day phone	Evening phone:		Cell phone:
Pax: 866-431-5576	E-mail address:		
ECTION 2: VEHICLE INFOR	MATION		
Maker Ford Fusion	Model: Pusion	Year: 2011	Current mileage: 13431
Name(s) that appears on the veh			
Selling dealer/city/state:	HERONG-(MD) HONO /0	lu Ford (Ha	c)
Primary Servicing dealer/city/s	ate; Waldorf Ford (MD), D	elRay Motors, Pu	rvis Ford (VA), DuVel Ford
Acquired as 🖾 new 🗖 used			ossession? 🔀 yes 🗂 no
urchase/lease date: 10/06/201	1MI	eage at purchase/ie	2858: G
First repair attempt date: 01/12,	/13 Ein	at repair actempt m	leage: 6,862
low often is the vehicle used or business purposes (percentag	n Number of		D Transmission type:
ios the vehicle been in an accide	nt/had body damage? [] ye	s 🕅 no	Date of accident: N/A
Description of damage: N/A			

VIN: 3FAHP0JA1BR

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

ſ	VEHICLE INDENTIFICATION NUMBER 3F4HP0JAYOR		
	Lienholder/Leasing Company_USAA Adard Saving to the Number_(	600 531 6	1265
l	Account Number		

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SECTION 4: VEHICLE PROE	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 property	1. Any Debler, Inc.	1	4/23/06-3,500 miles 5 cevs 5/10/07-12/700 miles 1 day	¥85	
PLEASE	SEE		ENCLOSED		

Total days out of service for all problems

Signature of Titled Owner(s) \_\_\_\_\_ Date AUG \_\_\_\_\_\_ Date AUG \_\_\_\_\_ Date AUG \_\_\_\_\_\_ Date AUG \_\_\_\_\_ Date AUG \_\_\_\_\_ Date AUG \_\_\_\_\_\_ Date AUG \_\_\_\_\_ Date AUG \_\_\_\_\_ Date AUG \_\_\_\_\_\_ Date AUG \_\_\_\_\_ DATE AUG \_\_\_\_\_\_ DATE AU

Please mail or fax this completed form with <u>copies</u> 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 Repuir	Міюцир	Description of Problem/Repair	Datects .	Result
01/12/18	0,8 <b>9</b> 2	PS worning is an and no PS	Electrical	Reset PSCM clear codes. High friction when furning wheel vahicle recently shipped from Haweij chained down and absering turned solling code cleared codes road beated several miles system operating property at this time
01/31/19	7,804	Tracilon control light on, SVC pwr stacring now displayed on dash	Electical	Found codes UQ415, P078E, C1277, C1988, Found TSB 11-1 -3 that matches concern, but outside build dele, Cleared ocdes. Test drovo vohicle. Passing st this time. Recommend to Forti dester upon arrival at destination
02/01/13	8,451	Sarvice power stearing and envice not race to any the second state control of any state of the second state power stearing	Steering	No work performed
0 <b>2/0</b> 5/13- 0 <b>2/07/</b> 13	ə,384	Survice treation control light tire pressure lights come on at times power steering gass in & out at times while driving	Electrical	Tire pai very low. Bet lire psi to spec & test drove ok. It is quetemer responsibility to est lire psi so this concern does not happon
02/16/13- 02/20/13	0,223	"Sorvice advance itsoli" and "asrvice power atening" (thesage on dast-op your a atearing	Steering	Perf EPAS system diag lost code C1277, C1963, PP losts, implace rack assembly, perf module PMI, EPAS system road tests, check FEA and set TOE

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LINCOLN 210280 LINCOLN DELRAY SERVICE (561)454	Y MOTORS, INC. UTH FEDERAL HIGHWAY BEACH, FLORIDA 33489 *1929 BODY SHOP (561) 454-1838 RT8 (561) 265-4601	
BERVICE INSTALLED PARTS     DATE WITALISD     AGORUSS MLEASE     ORIGINAL R.D. NUMBER     MOS. OAY TH. NO TIMINE     MOS. OA		
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Typn C 	TOTAL 0.00 CASH DUN TOTAL CHARGE	SUBLOGAL CHANGE FUR CONCERM 0.00
If you have any questions - please see CHARLES I	ny charged incoured Plat rate basig. RTS and labor unlegg Dynixkwigs specified. Tg or concerng. Plyase	Last Page
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2440 CRAIN HIGHWAY WALDORF - MARYLAND 20801 DIRECT PARTS LINE: (301) 843-5534 • MD TOLL FREE PARTS: (877) 320-4268 LOCAL (301) 845-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334 VISIT OUR WEBSITE @ www.waldonford.com

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July 11, 2013

#### VIA CERTIFIED MAIL

Ford Motor Company Customer Relationship Center 16800 Executive Plaza Drive PO Box 6248 Dearborn, MI 48126

RE:		y. Ford Motor Company
	Vehicle:	2011 Ford Fusion
	VIN:	3FAHP0JA1BR
	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, <u>you are instructed not to contact</u> <u>our client under any circumstances</u>. 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:

- 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. <u>Zabriskie Chevrolet, Inc. v. Smith</u>, 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. <u>Rester v. Morrow</u>, 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. <u>Kure v.</u> <u>Chevrolet Motor Division</u>, 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 selier or, if applicable, the assignce, or any créditor 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 licn, 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 <u>notice</u> that a lawsuit will be filed.

Sincepely, Brent Wikgren Attorney at Law

BW/df cc:

.

•

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 x286

# **BBB AUTO LINE**



August 28, 2013

PAMELA SPIVEY FORD MOTOR COMPANY P O BOX 6248 DEARBORN MI 48121

vs Fo

vs Ford Motor Corporation 3FAHP0JA1BR.

Dear Madam/Sir:

Re:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

- \* Customer Claim Form (CCF)
- \* Any documentation submitted by the attorney
- \* Agreement to Arbitrate (except in California);
- \* Oath of Participant Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

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

- \* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
- \* Do the alleged problems currently exist? What arguments and facts support your conclusion?
- \* What is the cause of each alleged problem? What arguments and facts support your conclusion?
- \* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
- \* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
- \* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Council of Better Business Bureaus, Inc.

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

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business <u>fourteen days</u> 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:

3FAHP0JA1BR

vs Ford Motor Corporation

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?

Council of Better Business Bureaus, Inc.

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

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

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

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

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business <u>fourteen days</u> 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: Contact Date: 08/27/13 Start Date: 08/28/13

Please make any necessary corrections to the information below, <u>print</u> 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:		
Mailing address:		
City: Chicago	State: IL	Zip code:
Day phone	Evening phone:	Cell phone:
Fax: (866) 431-5576	E-mail address:	

### SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: F	usion	Year: 2011	Current mileage: 13431
Name(s) that appears on the vehicle	title:			
Selling dealer/city/state: Honolulu	Ford, Hone	olulu, HI		
Primary Servicing dealer/city/state				
Acquired as 🛛 new 🗌 used 🔲 d			ne vehicle in your pos	session? 🛛 yes 🗌 no
Purchase/lease date: 10/06/11		Mile	age at purchase/leas	e:
First repair attempt date: 10/05/11		Firs	t repair attempt milea	age: 6862
How often is the vehicle used for business purposes (percentage):	0 %	Number of v	vehicles owned the business:	Transmission type: 🔀 Automatic 🔲 Manual
Has the vehicle been in an accident/h		nage? 🗌 yes	s 🖾 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 INDENTIFICATION NUMBER 3FAHP0JA1BR	
Lienholder/Leasing Company	Phone Number
Account Number	-

SECTION 4: VEHICLE PROBLEMS (List primary problem first)						
Problem	Servicing_dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?		
Example:			4/23/06 3,500 miles 5 days			
A/C won't cool properly	Any Dealer, Inc.	2	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 <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

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

# **BBB AUTO LINE**



AGREEMENT TO ARBITRATE

Date: 08/28/2013 Case Number:

Customer: Business: Ford Motor Company Mfr-Info: 6700 FL 3FAHP0JA1BR

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:

Council of Better Business Bureaus, Inc.

3033Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955,5100 · Fax; 703.247.9700

# **BBB AUTO LINE**



August 28, 2013
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Re:		vs	Ford	Motor	Corporation	3FAHP0JA1BR2	
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Door	
Dear	

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.

X 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

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)



# 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:

Ford – Florida 5/2006 3

# 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:

number of miles attributable to a customer		vehicle
up to the date of the arbitration hearing	х	purchase
120,000		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:

mileage at first repair of the defect		
for which a replacement is awarded	x	purchase
100,000		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:

<u>all accrued mileage – 100 miles</u>	х	purchase
100,000		price

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

# **CUSTOMER RESPONSIBILITIES**

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

# CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

# STANDARDS OF THE FLORIDA LEMON LAW Motor Vehicle Warranty Enforcement Act

The following is a brief explanation of most relevant provisions of the Florida lemon law. The complete text of the lemon law can be found at Florida Stat. Ann. Section 681.10 *et seq.* 

To obtain a "Consumer Guide to the Florida Lemon Law," or speak with someone about the Lemon Law, consumers in Florida may call the Florida Department of Agriculture & Consumer Services's Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside Florida.

## VEHICLES COVERED

The Florida lemon law covers cars and trucks that are sold in Florida to transport persons or property. This includes demonstrators, recreational vehicles (other than the living facilities), and also leased vehicles if the lessee is responsible for repairs. The Florida lemon law does not cover vehicles run only on tracks, off-road vehicles, trucks over 10,000 pounds G.V.W., motorcycles, mopeds, or the living facilities of recreational vehicles.

# **CONSUMERS COVERED**

The lemon law covers any of the following:

- 1. The purchaser, other than for purposes of resale, or the lessee, of a vehicle primarily used for personal, family or household purposes;
- 2. Any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or
- 3. Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months from original delivery).

## **VEHICLE CONVERTERS**

The lemon law applies to vehicle converters.

# PROBLEMS COVERED THE FLORIDA LEMON LAW

The lemon law covers vehicle nonconformities. A nonconformity is defined as a defect or condition that substantially impairs the use, value or safety of a vehicle. In addition, the lemon law requires repurchase/replacement only if the nonconformity causes the vehicle to not conform to the warranty.

This 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,

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.

### **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:

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.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. Updated 8/17/2010 © 2010, Council of Better Business Bureaus, Inc.

### **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	•
		120,000 (60,000 for recreational vehicles)		price

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:

offset for use	=	number of miles attributable to a consumer up to the date of the arbitration hearing	х	vehicle purchase
		120,000 (60,000 for recreational vehicles)		price

The Office of the Attorney General interprets "miles attributable to a consumer" to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. Updated 8/17/2010 © 2010, Council of Better Business Bureaus, Inc.

Krohn & Moss, Ltd.

Main Office 10 N. Dearborn, 3<sup>d</sup> Floor Chicago, Illinois 60602 www.krohnandmoss.com

> Licensed to practice Only in: Florida Illinois

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Writer's Direct Number (312) 578-9428 Ext. 203 Writer's Direct Facsimile (866) 431-5576 Writer's Direct E-Mail bwikgren@consumerlawcenter.com



July 11, 2013

### VIA CERTIFIED MAIL

Ford Motor Company Customer Relationship Center 16800 Executive Plaza Drive PO Box 6248 Dearborn, MI 48126

### RE: <u>Turner, Brett v. Ford Motor Company</u>

Vehicle:	2011 Ford Fusion
VIN:	3FAHP0JA1BR
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 **Manufactual Manufactuation the Elevida Lemontal Workshop Control of the above-listed vehicle**. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, <u>you are instructed not to contact</u> <u>our client under any circumstances</u>. 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.

SUNSUMER AFFAIRS

### Page 2

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:

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;

Defective suspension as evidenced by the intermittently power steering failure; and



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 for 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

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	Used Rebuilt	tess specified otherwise.			
NC RE	HEN ON CLEMENTAL O	E SAREE HEMDORSEN - ALCOLORS			

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/C Oper Date 1/31/13 N/C Three Date 1/31/13 Matrix r 7804 Sector 4 Colby Clar	RO Sumber 6040247/1 States Pre-Invoice Michae Ga 7805 test Tag ke/5717*W*
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1616 Caseat Ave Jacksonville, FL \$2210 (904) 387-6541 - Fax: (904) 381-6597			SERVICE DEPARTMENT HOURS 7:00 a.m. to 7:00 p.m. Monday - Friday 8:00 s.m. to 5:00 p.m. Saturday 10:00 e.m. to 4:00 p.m. Sunday	1/31/13 1/31/13 7804	6040247/1 Reprint 7805
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FOUND CODES U0415, P078E, C1277,	C1963.	
FOUND TSE 11-11-3 THAT MATCHES O		
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neither Resumes has a uncrizes any other person to appoint for K any applity in compaction with the	SPECIAL ORDER DEPOSIT	.00
sale of said products. Any limitation contained herein dose not apply where prohibited by law. If cerety that the information on this claim is accurate and, unless shown, the services ware	DISCOUNTS	.00
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	TOTAL DUE	.00
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All parts are new unless specified otherwise.	}	
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2000 L				,	D	ic
CUSTOMER #:			18642	3660 Jatt	FORD - LINCE erson Davis Hwy. Frederickaburg, VA	P.O. Box 3489
		*	INVOICE*		540-898-300 Oirect Dial: Parts (540) 710-1 Service (540) 710-	9 . 1455 1400
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8	i			* TNV	OICE*		Fredericksburg, VA 540-898-300	22402
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HOME :		CONT: N/A		PA	GE 1		ICE MUST ACCOMP ADJUSTMENTS OF	ANY ANY AND ALL CLAIMS.
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CUSTOMER #:	18642	FORD - LINC 3660 Jeffarson Davis Hwy.	P.C. Box 3489
BRETT TURNER	*INVOICE*	Fredericksburg, V4 540-898-30 Diract Diai Parts (540) 710 Sarvice (540) 714	: -1465 0-1400
HOME: CONT:N/A BUS: CELL:	PAGE 1 SERVICE ADVISOR:	Body Shop (540) 7 THIS INVOICE MUST ACCOM ADJUSTMENTS OF 735 ANDREW J SM	PANY ANY AND ALL
COLOR KLAR	SERVICE ADVISOR:		
BLACK 12 FORD FUSION	3FAHPOJALBE	B461 BATE PAYMENT	
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# 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

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51 - 4	PERF ROAD TESTS, ON ROAD AND PARKING LOT	1	3504647	682	0.3	.11,44
51 - 5	CASTER, CAMBER AND TOE-IN - CONRECT	1	3001A1	682	0.3	31.44
51 - 6	TOE-IN - CORRECT		1001A6F	682	0.1	10.48
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3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(Selier may keep part of these amounts):

A Cost of Optional Credil Insurance Paid to Insurance

Company or Companies

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## 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.waldonfford.com

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## 2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601 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.waldorfford.com

VISIT OUR WEBSITE @ WWW.WAIDOntford.Com STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warrantice with respect to the ease of this flam/fems. The Seler hereby expressly disclaims all warrantice either express or implied, including any implied warranty of merchanability or finares for a particular purpose, Seler neither assumes nor authorizes any other person to essume for it any labitity in connection with the sele of this iteruiteme. We agree that any claim, dispute or controversy divertiy or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be sele binding attration.through the National Arbitration Forum, under its core of procedure then in effect. Rules and toffme of the National Arbitration forum may be obtained and all claims shall be field at any National Arbitration Forum offler, <u>www.am.forum.org.</u> or PD 68X 50191. Manuagos, Minesots, 55405. This is a transaction townwing incertaste commerce and shall be governed by the Foldering Arbitration Ard, 51 U.S.C. Sections 1-16. Judgment upon any event and marked in any our therwing judicidition. The parties activolutes the light have the light have the ward of a parts our the wing judicidities. The parts activolutes the light process, concerning any other remedy, with or without judicial process, concerning any light for the vehicle, <u>nor shall partition before</u> before the Megnuson Moes Act.

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VISIT OUR WEBSITE @ www.waktorfford.com StatEskint of bisCualker The tactory warranty constitutes all of the wevenesses with respect to the case of this familians. The Balter hereby expressly disciblins all warranties either express of httpied, including any implied warranty of merchanizability of filness for a partoular purpose. Seller neither assumites our authorized any ioffice for other with the sale of bis familians. The Balter hereby expressly discibling advector to assume for it any labitity is connection with the sale of bis familians. We agree that any claim, dispute or combourney discibly or indirectly leaking to the repair work, parts or materials, or any vehicle moving the hereby any temperatures any other any temperatures any vehicle moving the hereby the program with the sale of the advectory being to the repair work, parts or materials, or any vehicle moving the hereby any temperatures of the hereboard of the hereboard of the hereboard and and the familiant of proceedure them in effect. Turkes of the Neishour Artification froum effice, www.atb/oran com or PC Box 50191, Minnespola, Minnesotig 55405. This is a transaction involving interstate commerce and the hereboard advectory ward may be eithered by the Federal Arthration Art, g ULS C. Sections 11-10, Judgmered toos any advect may out harve you out harve guides accharavelee that they here knowingly waived their rights to a judge or jury hereboard to bail and construed to proved at the parts on any other or any other and and the table to add procedule their table approxements and the table to a parts or any other and and the table to a parts or any other tables to a parts or any other remedy, with oriented on any other tables to a parts or any other tables and the tables of parts and the table to a parts or any other tables to a sole or any other remedy, with oriented to the sole or any other remedy, with oriented to a sole or any other remedy.

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## 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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# **Case Print Report**

Case Number

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

FORD MOTON CO 875) 07787 90° 2' 2013

OFFICE G

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

Customer Name	
Customer Numbe	èr i
WILLIAMSTOWN	
Email	
Dealer Airport For	d
VIN 3FAHP0HA4	BR
Year 2011	Make FORD
Model FUSION	Body Style P0H - SE 4-DR SEDAN
Symptom	
Level 1 Stop/Stee	r/Ride
Level 2 Steering /	Steering Wheel

Level 3 Performance

Level 4 Inoperative

# **Case Print Report**

Case Number

Case Print Report	
Agent Name	Note Last Modified
Diane Jennings -CUCT SAID Accidents DRIVING AT 40-45 AND THE STEERING -CUST WENT INTO A DITCH AND ROAD VEH IS AT A BODY SHOP COLLISION PL	THE DITCH AND HIT A TREE
Case - Nothing - just called Ford to advise us of ta a) If the answer is nothing and no injuries were Follow the Feedback/Product/Negative or F b) If the answer is nothing and injuries were 3. What was the date of the accident? 09/2 4. What product defect is alleged to have or 5. What is the City and State where the accident 6. Was a police report filed? YES 7. If a police report was filed, what were the 8. What is the police report number and in WILLIAMSTOWN KY GRANT COUNTY P 9. Has the customer filed a claim with their	AND WAS CUT OPEN all injured parties. Company? - Proceed with opening a OGC Legal Case want from FMC) - Proceed with opening a OGC Legal the accident/fire. were sustained, an OGC legal case should not be run. Positive case classification path. e sustained, an OGC legal case is required 5/13 aused the accident? STEERING WENT OUT cident occurred? WILLIAMSTOWN KY e findings? HE DOES NOT KNOW what city and county was the report filed? OLICE REPORT NUMBER IS
LIABILITY 11. Is the vehicle repairable? DOES NOT H 12. What is the name and address of custors sought one) 13. What mailing address would you like out to? (You must document the full address in the case Note 295 TURNER RD WILLIAMSTOWN KY 41 -DRLSHP INFO Airport Ford 8001 Burlington Pike Florence, KY 41042 (859) 371-4750 -CRC ADVISED	KNOW mer's attorney? (only if the customer mentions they have ur Office of General Council to send your written response s) 097 ce of the General Counsel. You should receive a written

# **Case Print Report**

Case Number























#### Malaney, Linda (L.)

From: Sent: To: Cc: Subject: Clark, Jessica (J.E.) Wednesday, July 23, 2014 8:41 AM Taylor, Alma (A.) swalker@galpin.com FW: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY RECEIVED CLAIMS UNIT

JUL 2 3 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: <u>SWALKER@GALPIN.COM</u>
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: <u>SWALKER@GALPIN.COM</u> 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 Mileage: 69039 customer Fleet Name: Street Address: City: ALTADENA State: California Zip Code : Home Phone: Work Phone: 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 STATE OF MICHIGAN 23rd JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE		jinal - Cou copy - Def		2nd copy - Plaintiff 3rd copy - Return
		AND CO	MPLAINT	CASENO
ourt address 23365 Goddard Road Taylor, Michigan 48180				734-374-1328
Plaintiff's name(s), address(es), and telephone no	(s).	v	Ford Motor Co	ration Company ph Rd.
Plaintiff's attorney, bar no., address, and telephone Garden City, MI	e no.			
COMPLAINT Instruction: The following by the plaintiff. Actual allegations and the Family Division Cases There is no other pending or resolved ac members of the parties. An action within the jurisdiction of the fa	This document must be is information that is o claim for relief must ction within the juriso	s require st be sta diction of	the seal of the cour to be in the capti and on additional the family division	on of every complaint and is to be complete complaint pages and attached to this forr n of circuit court involving the family or fami
been previously filed in The action		The doci	et number and t	he judge assigned to the action are:
Docket no.	Judge			Bar no.
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been previously filed in	ger pending.	The doci	et number and t	he judge assigned to the action are.
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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)

		at 1997	PROOF (	F SERVICE-	SUMMONS AN Case No.	ID COMPLAINT	
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			ON Day, date,	time			
Signature			on t	ehalf of			<u> </u>

PE14-030 001233LC

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·		<b>.</b>
	STATE OF MI	CHIGAN
	IN THE 23rd JUDICIAL	DISTRICT COURT
	Plaintiff,	
v		

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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:

NER

- 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.

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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 (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>	Invoice#	Complaint
03/27/13	59,614	195398	ENGINE DEFECT: At times cranks but will not start
08/05/13	72,540	204254	ENGINE DEFECT: Vehicle bucks very rough when shifting into third gear
10/18/13	77,077	510214	ENGINE DEFECT: Vehicle has no power; POWER STEERING DEFECT: Steering/service advance trac message, light on

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11/25/13	78,689	512427	<b>POWER STEERING DEFECT:</b> Power steering went out again, service advance trac on again; <b>ENGINE DEFECT:</b> Squeak noise in engine cold, will go away after engine warms
12/02/13	78,816	512702	<b>POWER STEERING DEFECT:</b> No power steering, advance trac and service power steering messages
12/11/13	78,923	513293	POWER STEERING DEFECT: No power steering
12/27/13	79,114	514149	<b>POWER STEERING DEFECT:</b> Was in accident due to power steering going out, advance track message is on

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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.

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.

-3-

11. The 2010 Fusion constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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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;

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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 <u>MAGNUSON-MOSS WARRANTY ACT</u>

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:

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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 <u>MCLA 257.1301, ET SEQ.</u>

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.

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### 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

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Purchase Date 11/23/2012	<b>,</b> .	• .	DEAL#	226530		DEPA	RTMENT	OF STATE
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REMARKS: Any Warranties on this product are those made by	the manufacturers. Th	e Seller TAYLOR FORD, Inc.	11 TOTA	L DOWN PA	AYMENT	<u> </u>		R/A
hereby expressly disclaims all Warranties, either e merchantability or fitness for a particular purpose, an any other person to assume for it any liability in com	a TAYLOR FORD, Inc. n a TAYLOR FORD, Inc. n	ding any implied warranty of alther assumes nor authorizes	12. UNP/	AID BALANC	E TO BE FINAL	NCED	-16	458.40
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and the offer		лям	U17865	WT. OR FEE CAT.		
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there the customer i	s always firs		PRICE OF VEHICLE			13200.00
10725 Telegraph Road • T	aylor, Michigan 48180		DOC FEE			190.00
(313) 291-0300 . • Fax www.shoptaylor						100,00
URCHASER	DATE					
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NEL BOSTON	M I					
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	AGENT'S PHONE NO.		e .			
SURANCE ADDRESS - CR		1				
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TRADE INFOR	MATION	ا مرقع ا	SELLING PRICE	INGLUDING FRT & ACC	ESSORIES	13390-00
BAR MAKE MODEL	VEHICLE 1D #		-		SALES TAX	803.40
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ALLOWANCE NET LIEN EQUIT	TY TY		,	- UC TR	ENSE PLATE OR	65.00
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ACE LIEN TO	AFTER DELIVERY				WN PAYMENT	<u>N//</u>
	·			/	TOFINANCE	16468.40
		HAVE READ	THE TERMS ON THE	ACK AND HAVE RECEIVED	A COMPLETED O	OPY OF THIS AGREEME 11/23/20
HIS AGREEMENT IS NOT RINDING HOOM STATED TO	THE FUNDINAER UN THE DEALER UNTIL	1 2				
IGNED BY AN OFFICER OF THIS COMPANY.	-	5			- · · ·	DATE
IHIS AGREEMENT IS NOT BINDING UPON EITHER TI SIGNED BY AN OFFICER OF THIS COMPANY. IHIS AGREEMENT SHALL NOT BE BINDING UPON TH ILL CREDIT YERMS, IF APPLICABLE, ARE APPROVED	HE DEALER, OR THE PURCHASER UNTIL - D AND ACCEPTED BY ALL PARTIES -		_		2.	· .
GIGNED BY AN OFFICER OF THIS COMPANY. HIS AGREEMENT SHALL NOT BE BINDING UPON TH	HE DEALER, OR THE PURCHASER UNTIL - D AND ACCEPTED BY ALL PARTIES -		DEMARCO		2.	DATE .

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

agreement appear on the o	ther side.		T			ai a
Amount Financed	FINANCE CHARGE	ANNUAL PERCENT	AGE RATE	Total of Paymen	ts Total	Sale Price
17063 40 This is the amount of credit you will be provided.	\$ 2537 10 This is the dollar amount the credit will cost you.		449% at the credit a yearly rate.	\$ 19600.5 This is the total am you will pay if you mal payments as schedule	e all credit ed. your do	19600 50 the total cost of your burchase, including wm payment of 0+00
Payment Schedule: You	r payment schedule will be:	-				
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· 75	261-3	4	MONTH	Y BEGINNING:	12/23/2012	
			•		1	
or \$15.0 Prepayment: You may pre Security: We will have a se We will also have	duled payment is more than 10 o 0, whichever is greater. pay this <u>cr</u> edit in full or in part v curity interest in the motor vehi the right to set off any funds yo it disability insurance and debt	without penalty. icle purchased ur bu may have on d	nder this agreem leposit with us o	ient. r other money we may ow	re you.	
insurance you v Credit life insurance:	want.					
Credit disability insurance:		hs will cost \$		x	X	
Debt cancellation contract:	A term of month	ns will cost \$	595.00		- 1	
Down Payment	inanced laxable charges, if applicable) S \$N/A	14193.40	You agree to	Agreement Date purchase the motor vehick ng to the terms stated in thi	e described below fra s contract.	om the dealer for the
let trade-in: (if negative below enter \$0)	\$N/A \$N/A		Year	Make	Model and	Body Style
	odel ViN#			FORD		4DR
	ue \$= \$			er:3FAHPOHA6A	8	
fotal Down Payment Credit Sale Balance (1-2)	ss	0.00	Equipment: Radio	Auto Trans.	Power Steer.	Air Conditioner
Other Charges	۹	14133-49		ass Manual Trans.	Power Brakes	
Premiums to be paid to	in Cash Finance	ed	Other:		_	
nsurance companies:	sN/\$A5	95.00		WHITE		
ees to be paid to public officials:			You promis	e to pay us the AMOUNT		
	sN/A	1			iso agree to pay us	all other amounts v
iling Fees	2N/24	15.00	RATE of	4.4900 per year. You a	ant limore the -	
	sN/ <u>A</u>	50.00	may becom you are join	e due under this agreem Itly and severally liable un	ent. If more than a der this agreemen	t.
Certificate of Title Fees (cense/Registration Fees Other amounts:	sN/ <u>A</u> sN/ <u>A</u>		may becom you are join If we put provide	te due under this agreem tty and severally liable un rchase property insurance us proof of insurance, the	ent. If more than a der this agreement on the motor vehe amount advance	t. hicle because you f id may be added t
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Name

RICHDEL BURLE

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 outstandion credit balance.

117. 601

Security: We will have a secu			der this agree	ment.	2 · · · · · · · · · · · · · · · · · · ·	· •
We will also have the	e right to set off any	Tunds you may have on d	eposit with us	or other money we	e may owe you.	
insurance: Credit life, credit o insurance you wa	disability insurance a	and debt cancellation cont	racts are not r	equired. You may	request them by initialing n	
Credit life insurance:	A term of	A months will cost \$		x	X	-
Credit disability insurance:	A term of	A months will cost \$	N/A.	X	X	-
Debt cancellation contract:	A term of	months will cost \$	595-00	oX 2	<u> </u>	
Property insurance:	You may obtain t	he insurance required by t	his contract fro	om anyone whons	X X cceptable to u	is. If we provide it:
More Information: Addition and othe	A term of al information about	Anonths will cost \$	right to require	e repayment in full		•
Itemization of Amount Fin	anced		Buyer'	s Agreement	11/2	23/2012
Cash Price (includes sales lax and other lax	able charges, if applicable)	s 14193,40			Date	•
Down Payment			and accor	to purchase the mo ding to the terms st	tor vehicle described below fr ated in this contract.	on the dealer for the pric
	sN/#		Year	Make	Model an	d Body Style
Net trade-in: (if negative below enter \$0)						
Year Mod				D FORD	FUSION	ADR
Amount owing \$Value			Serial Nur	nber:3FAHI	POHAGA	
Total Down Payment		s0.049	Equipmen		·	_
Credit Sale Balance (1-2)		s14193_40	🗖 Radio	Auto Te		Air Conditioner
Other Charges			Tinted	Glass 🔲 Manua	Trans. Power Brakes	Power Windows
*Premiums to be paid to	In Cash	Financed	Other:			
Insurance companies:	sN/\$	595.00	Color:	WHITE		
Fees to be paid to public officials:			You prom	ise to pay us the	AMOUNT FINANCED and the amount financed from time	a finance charge on the to time at an INTERES
•		10.00				
Filing Fees	sN/s				ear. You also agree to pay us s agreement. If more than	
Certificate of Title Fees		<u> </u>	· · ·		fiable under this agreeme	
License/Registration Fees Other amounts:	sN/	<u>n n</u> /A	provid	e us proof of insu	insurance on the motor ve rance, the amount advanc under the terms described	ed may be added to the
'Paid to TAYLOR FOR	D, INC		1			
forPREMIUMCARE Paid toN/A	\$N/#	2210-00		e to all of the terr side of this cont	ns above and to all of the tract.	terms which appear of
if payoff amount is preaser than trade value	\$N/\$		War	ing. The i	nsurance afford	lad barounder
		2870.00			liability for injury	
Amount Financed (3 + 4)		s17063_40	dama	ne to pr	operty of othe	rs unless so
*We may be retaining a portion of t	hese amounts	·	indic	ated hereor	operty of othe	15 UIIIC55 50
The may be retaining a portion of	inese amounto.			aucu nercor	<b>.</b>	
IMPORTANT IN Under this agreement:	SURANCE INFORM	MATION			: Do not sign t	
<ul> <li>The Dealer will have a security inte</li> </ul>	rest in the motor veh	icle you are purchasing.			entitled to 1 tru	
<ul> <li>You are required to maintain insura interest.</li> </ul>	ince on the motor vel	hicle to protect the Dealer's	contra	act you sig	gn without char	ge. Keep it t
You authorize the Dealer to obtain			protec	t your lega	l rights.	-
evidence that you have purchased If the Dealer purchases insurance to	a policy protecting the to protect its interest.	the Dealer's interest.				
the cost of the policy in a balloon pa	ayment due at the en	d of the transaction, but the	Signature	N.		
Dealer may only do this if you a outstanding credit balance.	igree when the Dea	aler adds the cost to your	Name:			
	neual Daraan	tono Data may he	2			
lotice to buyer: The A legotiated with the Deal	ler. The Deal	er may assign this	nuursa.	NEW BO	STON MT	
ontract and retain its rigi	ht to receive a	part of the Finance				
harge.	11 1	,	Signature:	X		
ealer's Acceptance - Th	e dealer accorto	is accement. The deale				
ssigns this agreement to the lender	and agrees lo the i	terms of assignment on the	Address:			
ick of this agreement.	9 // //	-	Address.			
ealer's Signature	Hett -		(if not sam	(e)		
ealer's Name:	R FORE INC		Vou -	oknowlada	that you have -	cooluged a se-
aler's Address:	S. TELEGRA	ли 			e that you have r	
TAYLO		48180			it with all blanks	
	Ny 111	#010V	you n	ave read it a	and understand i	ι.
otice of Assignment:				x		
ne dealer has assigned this agree				X.		
ayments to the lender. The dealer	is making the disc	losures on this agreement		Y		
			Signature:	X		

Order by Form No. BKB2967SPC Motor Vehicle Purchase Agreement From MBA Service Corporation Rev. 01/30/11

BUYER COPY

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CITCTOMED

"The factory warranty constitutes all of the warrantias with respect to the sale of this highlights. The safer hereby expressly discibling all warranties, afther express or implied, including any implied warranty of merchantability or illness for a particular purpose, and the safer notiner distums nor authorizes any other person to assume for it any liability in connection with the safe of this items/items."

TERMS: STRICTLY CASH (PERSONAL CHECK, MASTERCARD, VISA, DISCOVER, AMERICAN EXPRESS) I hereby duthorize the repair work herein sei forth to be done along with the decatery material and agree that you are not responsible for loss or damage to vehicle or studies for in which in case of life, that or any other cause beyond your control or for any delays caused by unavailability of parts or delays in perts shoments by the supplier or rensporter. I hereby grain you and/or your employees permission to operate the vehicle herein described on tweets, highways or elsewhere for the purpose of cetting and/or inspection. An appress mechanic's life hereby exhowledged on above vehicle to accure the amount of repairs thateo. I understand that persuant to take services garagekeeper's Son, I have no right of passession to the sbove vehicle umit the repairs thereto have been paid in full or unit you and/or have voluntarily released the vehicle to me, at the discription of GORNO FORD, inc., a storage charge of a 3.5.00 per day will be levied for vanicles left 48 hours alter completion of repairs.

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REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED			

CUSTOMER #:	*	INVOICE* 2	2026 Allen F	, MICHIGAN 481	B GORNO
NEW <u>BOSTON, MI</u> HOME CONT:		PAGE 1			
HOME CONT: BUS: CELL:	SER'	VICE ADVISOR:	4548 D	AN KASIC	
COLOR YEAR MAKE/MODE		VIN	LICENSE	MILEAG	E IN/ OUT TAG
WHITE 10 FORD FUSION	2.02.01			22600	78600 77200
WHITE 10 FORD FUSION DEL DATE PROD. DATE WARN EXP	PROMISED	PONO.	RATE		78689 17282
	The same real of the day of the solution of the	AND PROPERTY AND ADDRESS OF A DECK	4 or 6 of 6	ADD DECKLARK DOOR	
24JUL09 DD	16:00 25NOV13			CASH	26NOV13
R.O. OPENED	OPTIONS: DLR	1:48D022 ENG:	2.5_Lite	er	
09:53 25NOV13 10:52 26NOV	13				
LINE OPCODE TECH TYPE HOUR	S		LIST	r net	TOTAL
A CUST HAS PREMCARE WARRAN	TY WITH \$100.00	DEDUCT			
M CUSTOMER PAY 9999 CP				0.00	0.00
PARTS: 0.00 LABOR:	0.00 OTHER:	0.00	TOTAL I	LINE A:	0.00
******	* * * * * * * * * * * * * * *	******	******	****	• • • • •
B CUST STATES THAT POWER S	TEERING WENT OUT	AGAIN/SERVI		NCE TRAC	
ON AGAIN					
12651D BODY / CHASSIS		CRE - TRAT			
L L					
3610 GRCH, RICK	LICH:	CE			
CP			14 J	0.00	0.00
14200A WIRING ASSEMBLE 3610 GROH, RICK	Y - REPAIR # L				
CP	-DTC#:		and the second s	0.00	0.00
12650DX1 EEC SYSTEM D	IAGNOSIS - (QUIC	KTEST) - L		0.00	0.00
EXTRA TIME TO RE		TEST	· .		
3610 GROH, RICK CP	LICH			0.00	0.00
PARTS: 0.00 LABOR:	0.0.00 OTHER		TOTAL I	0.00 (INE B:	0.00
78689					0.00
PERFORMED DIAG CODE PO7AE	AND C1217 PERFC	RMED-SSM-210	00 TESTI	3D FUSE	
42 IN SJB TESTED GOOD INS					
REMOVED WATER FROM HARNES ROAD TESTED VERIFIED REPA	S ISOLATED CIRCU	IT AND REROU	TED CLEA	ARED CODES	5
3610	IRD				
*****	*****	*****	******	****	
C PERFORM ATW VEHICLE INSP					
99P PERFORM ATW VEHIC 3610 GROH,RICK		مشاقع خدائيات			
CP	DTC#S			0.00	0.00
PARTS: 0.00 LABOR:	0.00 OTHER:	0.00	TOTAL I		0.00
*********	****	******	******	****	
D** SQUEAK NOISE IN ENGINE			TABLE INCOME.		
P & A CODE	CERTIFICATIO		LABOR AN	THE PARTY OF THE PARTY OF THE PARTY	TOTALS
0/98/	S & PARTS LISTED WE		CAPYC AL		
STATE REG. NO.	CE WITH MICHIGAN A	UTO REPAIR ACT.	GAS, OIL, I		
E-100631	(P.A. 300)		SUBLET AN		
SALES TAX LICENSE NO. A-38-1304520	ARE NEW UNLESS OTHE	HWISE INDICATED	MISC. CHA		
"The factory	warranty constitutes all of	the warranties with	LESS INSU		
CATE/INVE: respect to the	sale of this item/items. The	seller hereby expressly	SALES TAX		
disciaims all w	arranties, either express or	implied, including any	PLEASE P	AY	Concerning of the solution of
purpose, and the	ty of merchantability or fit to seller neither assumes no	r authorizes any other		2000	
person to assur	ne for it any llability in conn	ection with the sale of		CUSTOMER SIG	NATURE
this items/iteme		vano an	X		

CUSTOMER #:	*INVOICE* PAGE 2	GORNO FORD, Inc 22025 Allen Road WOODHAVEN, MICHIGAN 4 (734) 676-2200 www.gornoford.com	Oora
BUS: CELL: COLOR YEAR COMAKE/MODEL		R: 4548 DAN KASIC	AGE IN/ OUT
WHITE 10 FORD FUSION	3FAHPOHAGAR PROMISED PO NO.	7868	9/78689 T7282
24JUL09 DE 16	:00_25NOV13	CASH	26NOV13
	OPTIONS: DLR: 48D022 EN	G:2.5_Liter	
09:53 25NOV13 10:52 26NOV13 LINE OPCODE TECH TYPE HOURS		LIST	ET TOTAL
M CUSTOMER PAY 3610 GROH,RICK LIC CP	0.00 OTHER: 0.00	0,	00 0.00 0.00

[states



CUSTOMER #:	*INVOICE*	GORNO FO 22025 Allen Roe WOODHAVEN, M (734) 676-2200	d AICHIGAN 4818	GORNO
NEW BOSTON, MI HOME: CONT:	PAGE 1	www.gornoford.	com	
BUS : CELL :	SERVICE ADVISOR			
COLOR YEAR MAKE/MODEL	VIN	LICENSE	MILEAGE	IN/ OUT TAG
WHITE 10 FORD FUSION	3FAHPOHA6AR		78816/	78816 T7366
DEL DATE PROD. DATE WARR EXP. PROMIS	ED PO NO.	RATE	PAYMENT	INV. DATE
24JUL09 DD 17:00 10			CA <u>SH</u>	10DEC13
R.O. OPENED READY	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 A CAUSE: .	AND SERVICE POWER	STEERING M	IESSAGES	
04320B INSTRUMENT PANEL - ACCES	SS (4320) - L			
3610 GROH, RICK LIC#:				(11/2)
WES40 1 AE5Z*3F720*D WIRING ASY				(N/C) (N/C)
1 AE5Z*14290*EC WIRING ASY				(N/C)
MT MT 14290, 3F720 🖉 🗄 🖉				
3610 GROH, RICK-LIC#:				4.4.4.4.4.
WES40 FC: PART#: COUNT:		прабор тайын алан тайн алан тайн алан олон алан ол		(N/C)
CLAIM TYPE:				
AUTH CODE :				
003610		A STATE AND A STAT		
PARTS: 0.00 LABOR: 0.00 78816	OTHER: 0.00	TOTAL LI	NE A:	0.00
VERIFIED CONCERN PERFORMED DIAG	F-POTAR-COBRECT-27	A PERFORME	D SSM	
21000 NO PROBLEMS FOUND CONACTED HO				
COMPLETED PINPOINT TEST R&R HARNES				
COMPONENT TO ACCESS HARNESS ACCESS			TESTED	
APPOX 100 MILES NO PROBLEM WITH SHI 3610	SERTING VERTETED RE	PATRS		
******	***********	********	**	
B PERFORM ATW VEHICLE INSPECTION				
99P PERFORM ATW VEHICLE INSPECT 3610 GROH, RICK LIC#:	TON			
CP			0.00	0.00
PARTS: 0.00 LABOR: 0.00	OTHER: 0.00	TOTAL LI		0.00
*************	****	*******	**	
	a Marina San Anglan (kan sa	in franç		

P & A CODE	CERTIFICATION	DESCRIPTION	TOTALS
02967	ALL REPAIRS & PARTS LISTED WERE FURNISHED IN	LABOR AMOUNT	0.00
	COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.	PARTS AMOUNT	0.00
STATE REG. NO.	(P.A. 300)	GAS, OIL, LUBE	0.00
F-100631	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED	SUBLET AMOUNT	0.00
SALES TAX LICENSE NO. A-38-1304520	X	MISC. CHARGES	0.00
CUSTOMER AUTHORIZATION TO CALL		TOTAL CHARGES	0.00
I/We agree to receive cells (including Auto	dialed and/or the factory warranty constitutes all of the	LESS INSURANCE	0.00
pre-recorded cellal end/or text messages placed of Gome Ford at the number(s) listed below to	The selier nereby expressly disclaims all	SALES TAX	0.00
even if my/our namets) and number(a) are of Do-Not Call Registry.		PLEASE PAY THIS AMOUNT	0,00
Customer Signature:	nor authorizes any other person to assume for it any liability in connection with the sele of this	CUSTOME	SIGNATURE
Phone Number;	Items/items.	x	

· •								
CUSTOMER #				*:	INVOICE*	22025 Allen i	ORD, Inc. Robd I, MICHIGAN 48	E GUKINU Te3
NEW BOSTON	мт				PAGE 1	(734) 676-22 www.gornofo	00	103
HOME : BUS :	-	CONT: CELL;		SERV		4548 D	AN KASIC	
the second se	YEAR	MAREIMODE	Line	a contract of the second second	VIN	LIGENSI	MILEAC	SE IN OUT
WHITE DEL DATE		RD FUSION	PROMI	3FAHP	0HA6AR FO NO,	BATE		/78923 T756
						http://www.solution.columnia.columnia.columnia.columnia.columnia.columnia.columnia.columnia.columnia.columnia.co		
24 JUL09 DD R.O. OPENE	D	READY	16:00 1 OPTION		:48D022 ENG	2.5 Lit	CASH	17DEC13
the second s							<b>-</b>	
17:34 11DE						LIS	T NE	T TOTAL
A CUST HAS				100.00	DEDUCT	<u>1119</u>		1 10160
999 M	ISC-NOT						• •	
PARTS:	9999 0.00	CP LABOR :	0.00	OTHER :	0,00	TOTAL	0.0 LINE A:	0 0.00
	****	********	******	*****	*****		****	2100
B NO POWER	STEERI	ING-SEE HI	STORY					
CAUSE: , 3504A	STEERI	ING GEAR A	SEMELY-	REMONE	AND INSTAL			
		LACE (3504				artitetten fa		
	3610	GROH, RICK	5 LI <u>C#:</u>			11111111111111111111111111111111111111		
	NE57*34	W40 304*CE GEA		TRANS				(N/C) (N/C)
		ING GEAR A			DIAGNOSIS			(N/C)
	(3504/3	A500) - L		1.117 <u>6</u> 7466				
	3610	GROH, RICK	LIC#:				·	111/101
3504E	15 STER	W40 ERING GEAR	ASSEMBIT			-		(N/C)
		STIC PINPO						
		GROH, RICK						
25045	דכוכותים מ	W40 RING GEAR						(N/C)
3304E	INSTALI	LATION (PM	PROGRAMMA	BLE-NOD	SCIP			
		GROH, RICK						
		W4 0						(N/C)
3001A	CASTER	CAMBER, GROH, RICK	TOE-IN	CHECK	- L			
	2010	W40	с <b>ПІС</b> #;					(N/C)
3001A		IN - CORR		T/DELE)	- L			(/ -/
	3610	GROH, RICK			-1			(11/2)
FC: FAI	е <b>т</b> #: сс	₩40 MINTT•			- ATTE STATISTICS			(N/C)
CLAIM 3								
AUTH CO	DDE:							
003610				TIPLOAT		Philip Money i And	AIPTION	TOTALS
	CODE			TIFICATI	UN VERE FURNISHED			No. Contraction of the Contracti
	967	COM			AUTO REPAIR AC		HOUNT	
STATE				(P.A. 300)		GAS, OIL,		
	0631		PARTS ARE NEW	UNLESS OT	HERWISE INDICATE	MISC. CH		
SALES TAX LICENS						TOTAL CH		
I/We agree to receiv	e celle finclu	TO CALL OR TEXT ading Auto-dialed an		ry warranty ( with (expect	constitutes all of the tot the sele of it	1.		
pre-recorded calls) and/ of Garna Ford at the r even if my/our name!	UNDER(S) LISCE	d boldier for any pure	Item/Items,	The seller hereb	v expressly disclaims or implied, including a	SALES TA	27	and a state of the
	st and infinite	rist are on the Nat	implied warr	anty of mercha	intability or filness for	A THIC AM		<ul> <li>A second s</li></ul>
Po-Not Call Registry.			carticular	woose and the	coller naither second		[8:5	recommendation of the providence of the second strength of the
Do-Not Call Registry. Customer Signature:			particular pu nor authoriz	apose, and the es any other p	seller neither assum terson to assume for with the sale of th	11	CUSTOMER SI	GNATURE

• • •						$\equiv 00$	
CUSTOMER #:						≣ない	RINU
				GORNO F	ORD, Inc.	Ē	
	κ.		*INVOICE*	22026 Allen 8	load		na
				(734) 676-220	, MICHÍGAN 481 DÓ	83	
NEW BOSTON, MI			PAGE 2	www.gornafoi	rd.com		
HOME : -	CONT :						
BUS :	CELL: MAKE/MODEL		VICE ADVISOR:	4548 DA		È IN/OLIT	TAG
	MINEIMODEL	Consider States	VIN	LICENSE	MILEAG	CINTOUL	
	ORD FUSION		POHAGAR			78923	T7569
DEL DATE PROD. DAT	E WARR: EXP. PROMIS	ED.	RO NO.	RATE	PAYMENT	INV. D	ATE
24JUL09 DD	16:00 1	2DEC13			CASH	17DEC	13
	BEADY		R:48D022 ENG	:2.5 Lite		11/0000	
				-			
17:34 11DEC13 10 LINE OPCODE TECH				LIST	r NET		TAL
PARTS: 0.00	LABOR: 0.00	OTHER	. 0.00	TOTAL I			.00
78923							
PERFORMED ELECTR	CONIC POWER STEERIN	G DIAG	CODE PO7AE	PERFORME	2		
	TIRE PRESSURE AT P. IN STEERING GEAR R						
	TED TOE ROAD TESTED			ERFORMED	4 WHEED		
3610							
****	*****	******	**************	******	****		
	ATW VEHICLE INSPECT						
3610	GROH, RICK LICH: M1	68417					
	CP				0.00	) 0	. 00
PARTS: 0.00	LABOR: _0.00	OTHER	5 30.00	TOTAL I	LINE C:	0	.00
	************	A A A A ALE	******	* * * ***** * * *	* * * *		

<u> Cather</u>

02967	1	IRS & PARTS LISTED WERE FURNISHED IN NCE WITH MICHIGAN AUTO REPAIR ACT.	LABOR AMOUNT PARTS AMOUNT	0.00
STATE REG. NO.		(P.A. 300)	GAS, OIL, LUSE	0,00
F-100631	ALL PART	IS ARE NEW UNLESS OTHERWISE INDICATED	SUBLET AMOUNT	0.00
SALES TAX LICENSE NO. A-38-1304620	x		MISC. CHARGES	0.00
CUSTOMER AUTHORIZATION TO CALL	OR TEXT		TOTAL CHARGES	0.00
We agree to receive calls (including Aut	p-dialed and/or	"The factory warranty constitutes all of the	LESS INSURANCE	0.00
pre-recorded callat and/or taxt messages placed of Gorno Ford at the number(a) listed below for	by or on behalf	I Remutens. The seller hereby expressly disclaims all	SALES TAX	0.00
oven if my/our name(s) and number(s) are o	a the National	warranties, either express or implied, including any	PLEASE DAY	
De-Not Call Registry.		implied warranty of merchantability or fitness for e particular purpose, and the seller neither assumes	PLEASE PAY	0.00
Do-Not Call Registry.		implied warranty of merchantability or fitness for e		0.00

CUSTOMER #:					514149					
				* 1	CCOUNTI	NG*	22	DRNO FO	ad	
NEW BOSTON,	MI				PAGE 1			4) 676-2200		40100
HOME		CONT :			-INVOIC			w.gornoford	l.com	
BUS :		CELL:		SER		ISOR:	4548 DA			
COLOR YE	AR	MAKE/MODEL			VIN		LICENSE	MILEAG	E IN/ OUT	TAG
WHITE 1	LO FOR	D FUSION		зяви	OHAGAF			79114/	79114	17895
the second se	and the second se	WARR. EXP.	PROMIS	the second s	PO NO.		RATE	PAYMENT	INV. D	_
24JUL09 DD			17:00 27					CASH	16 <b>JAN</b>	14
R.O. OPENED		READY	OPTIONS	: DLF	R:48D022	ENG: 2	2.5_Lite	r		
11:04 27DECI	12 111.	50 16.75M14								
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A CUSTOMER (										
*** NO RO PI ACCOUNT SI 57000	5: RFORM A 9999 JNCH TI ALE 0	ATW VEHICLE CP 0.00 IMES ON FIL COST 0	INSPEC 0.00 E *** CONTRO	0 91.	0 ACCOUNT 10100			0.00 ST ****	logić, e	.00 .00
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COST,	SALE,	& COMP TOT	ALS CER				LABOR AM	TAUC	0	.00
<u>COST,</u> P & A 029	SALE, CODE 167	& COMP TOT.	ALS CER URS & PART	O TIFICA IS LISTED MICHIGAI	TION WERE FURM N AUTO REP		PARTS AM		0	.00
COST, P & A 029 STATE R	SALE, CODE 167 EG. NO	& COMP TOT. ALL REPA COMPLIA	ALS CER URS & PART	TIFICA IS LISTED MICHIGAN	TION WERE FURM N AUTO REP	AIR ACT	PARTS AM		0	.00 .00 .00
<u>COST</u> , P & A 029	SALE, CODE 167 EG. NO	& COMP TOT. ALL REPA COMPLIA	ALS CER URS & PART	TIFICA IS LISTED MICHIGAN	TION WERE FURM N AUTO REP	AIR ACT	ABOR AMO PARTS AMO GAS. OIL, L SUBLET AM		000000000000000000000000000000000000000	.00 .00 .00
COST, P & A 029 STATE R	<u>SALE,</u> CODE 67 EG. NO 0631	& COMP TOT. ALL REPA COMPLIA ALL PAR	ALS CER URS & PART	TIFICA IS LISTED MICHIGAN	TION WERE FURM N AUTO REP	AIR ACT	PARTS AMO GAS, OIL, L SUBLET AM	DUNT	000000000000000000000000000000000000000	.00 .00 .00 .00 .00
COST, P & A 029 STATE R F-100 64455 TAX LICENSE	SALE, CODE 167 EG. NO 2631 ND. A-38-1304	& COMP TOT ALL REPA COMPLIA ALL PAR 4920 X	ALS CER URS & PART INCE WITH TS ARE NEW	O TIFICA IS LISTED MICHIGAN (P.A. 300 UNLESS O	O TION WERE FURM N AUTO REP I) THERWISE IN	AIR ACT	N LABOR AMO PARTS AMO GAS, OIL, L SUBLET AM MISC. CHAI TOTAL CHA	DUNT	000000000000000000000000000000000000000	.00 .00 .00 .00
COST, P & A O29 STATE R F-100 SALES TAX LICENSE CUSTOMER AUTH WW Agreg to receive	SALE, CODE 167 EG. NO 0631 ND. A-38-1304 ONIZATION T ONIZATION T	& COMP TOT. ALL REPA COMPLIA ALL PAR' X 0 CALL OR TEXT ING A ALL PARIdadd anglor	ALS CER NRS & PART NCE WITH TS ARE NEW	O TIFICA IS LISTED MICHIGAN (P.A. 300 UNLESS O	CONSTITUTES	AIR ACT	N LABOR AMO PARTS AMO GAS, OIL, L SUBLET AM MISC. CHAI TOTAL CHAI	DUNT DUNT UBE IOUNT RGES ARGES		.00 .00 .00 .00 .00
COST, P & A O29 STATE R F-100 SALES TAX LICENSE CUSTOMER AUTH IVWe agree 10 receive pre-recorded celles and	SALE, CODE 167 EG. NO 1631 ND. A.38-1304 ONIZATION TO cella Unclud	& COMP TOT. ALL REPA COMPLIA ALL PAR' 4520 X 0 CALL DR TEXT ing Auto-dialed and/or	ALS CER URS & PART NCE WITH TS ARE NEW	O TIFICA IS LISTED MICHIGAN (P.A. 300 UNLESS O UNLESS O	CONSTITUTES	AIR ACT	N LABOR AM PARTS AM GAS. OIL, L SUBLET AM MISC. CHAI TOTAL CHA	DUNT DUNT UBE IOUNT RGES RANCE		.00 .00 .00 .00 .00 .00 .00
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COST, P & A O29 STATE R F-100 SALES TAX LICENSE CUSTOMER AUTH We agree to receive pre-recorded cellel ans/or of Game Ford at the nut vers If un/your pame(a)	SALE, CODE 167 EG. NO 0631 ND. A-30-1304 CONZATION T Cells Includ text message markal Street	& COMP TOT. ALL REPA COMPLIA ALL PAR' X 0 CALL DR TEXT ing AULO Alleld and/or m placed by or an behalf below for any behalf	ALS CER URS & PART NCE WITH TS ARE NEW "The factor warranties itemAtems. T warranties, implied warr	0 TIFICA TS LISTED MICHIGAN (P.A. 300 UNLESS O UNLESS O	Constitutes to the same	AIR ACT DICATED all of the le of this disclams an cluding short thess for i	N LABOR AMI PARTS AMO GAS. OIL, L SUBLET AM MISC. CHAI TOTAL CHAI CHAI SALES INSUF SALES TAX PLEASE PA THIS AMO	DUNT DUNT UBE DUNT RGES ARGES RANCE		.00 .00 .00 .00 .00 .00 .00 .00
COST, P & A O29 STATE R F-100 SALES TAX LICENSE CUSTOMER AUTH We agree to receive pre-recorded cellel anagre of Genro Ford st the num oven if anyour neme(s) Do-Nou Call Registry.	SALE, CODE 167 EG. NO 0631 ND. A-30-1304 CONZATION T Cells Includ text message markal Street	& COMP TOT. ALL REPA COMPLIA ALL PAR' X 0 CALL DR TEXT ing AULO Alleld and/or m placed by or an behalf below for any behalf	ALS CER IRS & PART NCE WITH TS ARE NEW "The factor warranties item/tems.1 warranties, ( implied warr particular pu	O TIFICA IS LISTED MICHIGAN (P.A. 300 UNLESS O UNLESS O UNLESS O UNLESS O UNLESS O	Constitutes to the soler naith	AIR ACT DICATED all of the le of this cluding an cluding an itness for it of assume:	N LABOR AMI GAS. OIL, L SUBLET AM MISC. CHAI TOTAL CHAI SALES INSUF SALES TAX PLEASE PA THIS AMO	DUNT		.00 .00 .00 .00 .00 .00 .00
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CUSTOMER #:							GORNO
NEW BOSTON, MI			RE	DRKORDER SPRINT AGE 1	GORNO F 22025 Allen R WOODHAVEN (734) 676-220 www.gornofor	oad , MICHIGAN 4818 Ю	Ford
HOME : BUS : COLOR YEAR	CONT: CELL: MAKE/MODEL		SERV	VICE ADVISOI	R: 4548 KA		IN/ OUT TAG
WHITE 10 FO	ORD FUSION	PROMISE		OHAGAF PO NO.	RATE	79114/ PAYMENT	T7895
24JUL09 DD 8.0. OPENED	READY	17:00 27		:48D022 ENG	:2.5 Lite	CASH	
27DEC2013 11:04	RH TECH			IONS/INSTRU			
	.00	CP CU ST	STOMER EERING	CLAIMS WAS GOING OUT, R STEERING	ADVANE T	RACK MESSA	

# B 99P

0.00

PERFORM ATW VEHICLE INSPECTION (CC:





CUSTOMER AUTHORIZATION TO CALL OR TEXT (We agree to receive calls (including Auto-dialaid and/or pre-recorded calls) and/or text messages placed by or on behalf of Gorno Ford at the number(s) issed below for any purpose, even if my/our name(s) and number(s) are on the National Do-Not Call Registry.

PRELIMINARY ESTIMATE \$\_

DATE

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

Customer Signature: \_\_\_\_\_ \_ Phone Number: \_\_\_\_\_

ALL PARTS ARE NEW UNLESS

AUTHORIZED BY X

REVISED ESTIMATE (1)

REVISED ESTIMATE (2) REVISED ESTIMATE (3)

х

P & A CODE STATE REG. NO. 02967 F-100631

BY

TIME

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Detailed Vehicle Specification

VIN Vehic Body Drive PLT C Produ Sellin	Type D ction Date g Dealer	3FAHP0H/ C/DE C/FA C/A A3 20-APR-09 148044	A6AR Market Derived C Ver. Series TRS CD Warranty Start Da Selling Country Time In Service	C/QC C/W6 ate 24-JUL-0 USA			Repair Date	Prefix	Base	Suffix	Doc
Details	93366	1	5	.2	TAYLOR FORD	7400	07-DEC-09	•	17528	,	124612D
	Customer Comment		W05 CUSTOMER S	STATES WIND	SHIELD WIPE	R ON RT SIDE S	TREAKS				
	Tech Com	ments	7400 REPLACED F		RBLADE						
Details	1104755	E84	14	.2	TAYLOR FORD	22295	13-SEP-10	•	7004320	•	137 <b>3</b> 65B
	Customer Comment		B 53, COMPARTM	ENT ON TOP C	)F DASH SQU	EEKS WHEN O	PENING				
	Tech Com	ments	22295 CC:69 VERI REINSTALLED BIN				OP STORAGE	BIN. LU	BRICATE	) HINGE	S.
Details	1104756	10B15	14	.6	TAYLOR FORD	<b>2229</b> 5	13-SEP-10		•	•	137365G
	Customer Comments		RECALL 10B15, PC	CM REPROGR	AM						
	Tech Com	ments	22295 10B15 PRO LOAD TESTED TH							R 7000 N	MLES
Details	2067834	E83	21	2.7	JACK DEMMER FORD, INC.	29960	23-MAR-11	•	1 <b>9B</b> 680	•	455002A
	Customer Comments		THE VEHICLE HAS	A DASH RAT	TLE DRIVERS	SIDE ABOVE S	TEERING WHE	EEL OVE	R BUMPS	SEE H.(	Э.
	Tech Com	ments	ROAD TEST W CU PINPOINT NOISE DUCTING ROAD T	TO DEFROSTE	R DUCT TAP	E CONSOLE,RA SEAL MISSING	DIO, HEATER ( BOTH SIDES I	CONTRO PULL BA	OLS CLUS CK DASH	TO REIN	OVE BOX ISULATE
Details	4388182	11523	31	.4	JACK DEMMER FORD, INC.	41175	27-JAN-12	•			020142A
da da	Customer	• • • • • •	11S23 INSPECT S	TUDS IN ALL V	HEELS AND	INSTALL 20 REI		G NUTS			
	Comments Tech Com		CHANGED OUT LU	JGS AND INSP	ECTED ROTO	ORS					
Details	6511973 I	E95	40	5.5	TAYLOR FORD	49261	25-OCT-12	•	7005		185207A
	Customer Comments		L65 CUST STATES	THAT THE VE	H IS LEAKING	GOL					
	Tech Com	nents	VERIFY CONCERN FLUID ON THE TR TEST DROVE VEH LEAKING FROM TI DOWN AND MOUN	ANSMISSION, ICLE AND PEF HE TRANSMIS	CLEANED TH FOMRED TR SION CASE W	E TRANSMISSI ANS FLUID LEA	ON CLEAN ANI K DIAG AND F	D INSTAI OUND T	LLED TRA	NS FLUI FLUID IS	D DYE,
Details	7300501 0	968D	45	.4	TAYLOR FORD	59614	27-MAR-13	AE5Z	18801	A	195398A
	Customer Comments		D-03, CK AT TIMES PREMIUM CARE	WHEN TRY T	O START CRA	ANKS BUT WILL	NOT START,	98 DOLL	AR 1 HR (	ск оџт,	HAS

11/29/2013

4	it 🖤								Pa	ge 2 of 2
AWS C	laim 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 ST	RAP WITH RAD	IO CAPACITOF	OPERA	ATION #09	1901A.4	HR.
Details	7864461 0968D	50	.7	TAYLOR FORD	72540	05-AUG-13	•	RECAL	•	204254A
	Customer Comments	P66, CUSTOMER PLEASE CHECK A		THE VEHICLE	BUCKS VERY	ROUGH WHEN	SHIFTI	NG INTO"	THIRD G	EAR,
	Tech Comments	VERIFY CONCER PCM PER TSB WI				ASIS,REPAIR I	PERTSE	3 11-12-08	REPRO	GRAM
Details	B108033 0968D	52	3.1	GORNO BROS INC	77077	18-OCT-13	AE5Z	3504	CE	510214B
	Customer Comments	CUST STATES TH	IAT VEH HAS N	O POWER ST	EER ING/SERV	ICE ADVANCE	TEAC M	ESSAGE	IIGHT C	N
	Tech Comments	PERFORMED ELE STEERING GEAR VERIFIED REPAIR	PERFORMED							
Details	8161688 TAP1	52	0	GORNÓ BROS INC	77077	18-OCT-13	٠	TAP1	,	510214Z
	Customer Comments									
	Tech Comments									

6 a 🚩

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



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: <u>2010 Ford Fusion</u> VIN: 3FAHP0HA6AR

To Whom it May Concern:

Please be advised that I represent regarding the sale of the above-referenced vehicle purchased at Taylor Ford, Inc. on or about November 23, 2012. The sale of 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.

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) <u>Cady v. Dick Loehr's</u>, 100 Mich App 543; 299 NW2d 69 (1980).

EXHIBIT C

G-6044 S. SAGINAW ST.

GRAND BLANC, MI 48439

921 28<sup>TB</sup> STREET S.E. GRAND RAPIDS, MI 49508 4680 WEST HOUGHTON LAKE DR. HOUGHTON LAKE, MI 48629 Taylor Ford, Inc. Ford Motor Company December 31, 2013 Page Two

Since the date **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. 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 must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

### CONSUMER LEGAL SERVICES, P.C.

Christopher M. Lovasz, Esq.

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CML/klw

cc:

Case Number

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			
Customer Numb	er	Ī	
NEW BOSTON	MI		
Email			
Dealer Gorno Bro VIN 3FAHP0HA6			
Year 2010	Make FORD		
Model FUSION	Во	<b>dy Style</b> P0H - SE	4-DR SEDAN
Symptom			
Level 1 Stop/Stee	er/Ride		
Level 2 Steering	/ Steering Wheel		
Level 3 Performa	nce		

Level 4 Inoperative

Case Print Rep	ort
Case Number	
Agent Name	Note Last Modified
Simrall Vaden LTV: USED	11/29/2013 5:50 PM
CUST: -CUST SEEKING REPAIR -OCT 18TH DLR REPLACED STE -ADVANCED TRACK AND STEE -HAD SAME CONCERN AGAIN S -DLR REPLACED HARNESS -POWER STEERING WENT OUT	RING LT CAME ON SO TOOK VEH BACK TO DLR
	ORNO FORD ON MONDAY, DEC 2 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
*****CRC Advised****** -TO CONTINUE WORKING WITH ISSUE	THE DLRSHP SINCE THEY ARE TRYING TO REPAIR THE

Case Print Report						
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 Number

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		
Customer Numb	er	
NEW BOSTON	MI	
Email		
Dealer		
VIN 3FAHP0HA6	AR	
Year 2010	Make FORD	
Model FUSION	Body Style P0H - SE 4-DR SE	DAN
Symptom		
Level 1		
Level 2		
Level 3		
Level 4		

Case Print Repo	ort
Agent Name	Note Last Modified
ford prdload1	12/4/2013 2:58 AM
Dispatch Complete	

Case Print Report Case Number						
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 Number

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		
Customer Numb	er	
WESTLAND	MI	
Email		
Dealer		
VIN 3FAHPOHAG	AR	
Year 2010	Make FORD	
Model FUSION	Body Style P0H - SE 4-DR SE	DAN
Symptom		
Level 1 Maintena	nce/ Pre Delivery	
Level 2 Pre Deliv	ery Check	
Level 3 Other		
Level 4 Other		

Case Print Report					
Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified		
ROADSIDE ASSISTANCE-TOW- WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	6/9/2011 12:16:00 AM		

DISPATCH COMPLETE

Case Number

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		
Customer Numbe	r	
WESTLAND	MI	
Email		
Dealer Taylor Ford	ł	
VIN 3FAHP0HA6A	٩R	
Year 2010	Make FORD	
Model FUSION	Body	ly Style P0H - SE 4-DR SEDAN
Symptom		
Level 1 Fit/Finish/I	Body	
Level 2 Noise		
Level 3 OTHER		
Level 4 OTHER		

INFORMATION BASE ACCORDING TO PHRASEOLOGY 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 DLRSHP'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				and the second
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VERY ANNOYING-HAVE TRIED EVERY AVENUE TO RESOLVE THIS ISSUE-WAS NOT PLEASED WITH THE DLRSHP'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	PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY		Sharlene Yoma	9/23/2010 7:51:00 PM
AND SERVICES WOULD BE TOUR RESPONSIBILITY. TOUR NEXT STEP IS TO MAKE AN	VERY ANNOYING-HAY PLEASED WITH THE I	VE TRIED EVERY AVENUE DLRSHP'S SERVICE NOR T FIXEDDEALER SAID: CUS	TO RESOLVE THIS ISSU THE CALLS HE RECEIVE T IDENTIFIED DLR AS:TA	JE-WAS NOT D-ASKING FOR ASST YLOR FORD10725 S.

REMOVED IT, THE NOISE WAS GONE-NEED TO BRING BACK HIS VEH TO VERIFY THE NOISE

Case Print	Report		
Case Number			
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



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

#### ATTORNEYS AND COUNSELORS

www.LemonAuto.com

December 31, 2013

Ford Motor Company

30600 Telegraph Rd.

c/o The Corporation Company

Bingham Farms, MI 48025

Taylor Ford, Inc. c/o The Corporation Company 30600 Telegraph Road, Ste. 2345 Bingham Farms, MI 48025

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921 28<sup>TH</sup> STREET S.E. GRAND RAPIDS, MJ 49508

4680 WEST HOUGHTON LAKE DR. HOUGHTON LAKE, MI 48629 G-6044 S. SAGINAW ST. GRAND BLANC, MI 48439 Taylor Ford, Inc. Ford Motor Company December 31, 2013 Page Two

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Very truly yours,

••• •	CONSUMER LEGAL SERVICES, P.C.	
	Christopher M. Loyasz, Esg.	
C	/IL/klw	
cc		