

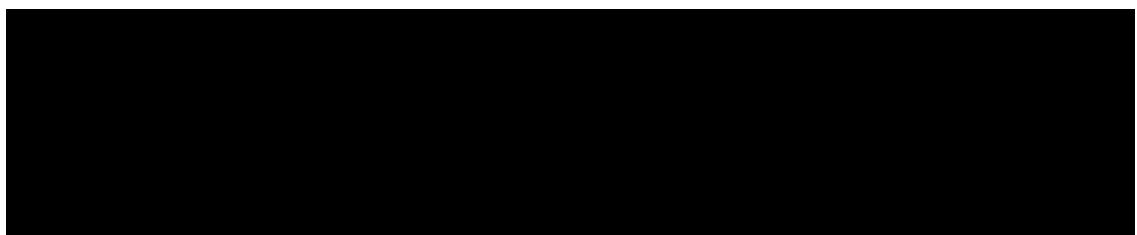
PE14-030

FORD

12/19/2014

APPENDIX D

PART 1 OF 2



## BEGINNING OF CONTACT

01/15/2011

## VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

REGION: N1 NEW YORK	ZONE: A05	ENGINE: G	VEH TYPE: C	CASE NBR: 1794820091.
VIN: 3FAHP0JG1BR [REDACTED]				OPENED: 2011/01/14
				CLOSED: 2011/01/14
LAST NAME: [REDACTED]		FIRST NAME: [REDACTED]		STATUS: CLOSED
TITLE: MR				MI: [REDACTED]
ADDRESS: [REDACTED]				
CITY: NEWTON		STATE: NJ		ZIP: [REDACTED]
HOME PHONE: [REDACTED]				
MODEL YEAR: 2011		MODEL: FUSION		
MILEAGE: 4860				
DEALER NAME: MAGARINO FORD AND LI	SALES CODE: F13510	P & A: 01662		
REASON CODE: 0796 LEGAL - ALLEGED INJURY				
SYMPTOMS: 303500 STRG/HANDLING STEERING COLUMN				
ORIGIN: CACI38	- US CONCERN CASE BASE COMMUNICATION: PHONE			
ACTION: 705	- CONTACT ADVANCED TO OGC			
DOCUMENT:	ANALYST: PMC MANU6 MC MANUS PATRICIA			

DATE: 2011/01/14 TIME: 10:00:09 :

ACTION DATA/COMMENTS:

CUSTOMER SAID: 1. DATE OF THE ACCIDENT 1/8/112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT-LAST WEEK AFTER DRIVING THROUGH THE SNOW A LIGHT CAME ON STATING SERVICE POWER STEERING SOON-AFTER THAT THE STEERING WHEEL LOCKED UP AND CUST ENDED UP HITTING INTO A CURB-DLR TOLD CUST THAT THE ISSUE HAPPENED BECAUSE HE HIT A CURB3. IF THERE WERE ANY INJURIES SUSTAINED-CUST IS HAVING SOME BACK ISSUES AFTER INCIDENT4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED-CUST WAS DRIVING HWY 2065. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.-NO6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE.-NA7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.-NA8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.-THE CUST OPENED A CLAIM WITH INSURANCE AND INSURANCE TOLD CUST TO CALL CRC9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.-TOLD CUST TO SPEAK WITH FORD ABOUT ISSUE BEFORE THEY WENT FURTHER INTO10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.IT IS REPAIRABLE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).NA12. WHAT THE CUSTOMER IS SEEKING -CUST IS LOOKING FOR FORD TO FIX THE CONCERNDEALER SAID: MAGARINO FORD, LINCOLN MERCURY375 ROUTE #23 NORTHSUSSEX, NJ 07461TEL:(973) 702-8000CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.-ADVISED CUST OF ABOVE



BEGINNING OF CONTACT

10/22/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.01

=====

REGION: G3 CINCINNATI	OGC ISSUE ZONE: A10	CASE NBR: 465262921.
VIN: 3FAHP0JG6AR [REDACTED]	ENGINE: G VEH TYPE: C	OPENED: 2011/10/21
		CLOSED: 2011/10/21
LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MISS		MI: [REDACTED]
ADDRESS: [REDACTED]	STATE: WV	ZIP: [REDACTED]
CITY: CHAPMANVILLE		
HOME PHONE: [REDACTED]	MODEL: FUSION	
MODEL YEAR: 2010		
MILEAGE: 20000		
DEALER NAME: THORNHILL FORD LINCO	SALES CODE: F47486	P & A: 06359
REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY		
SYMPTOMS: 303150 STRG/HANDLING FUNCTION HIGH EFFORT		

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

DATE: 2011/10/21 TIME: 11.47.00:

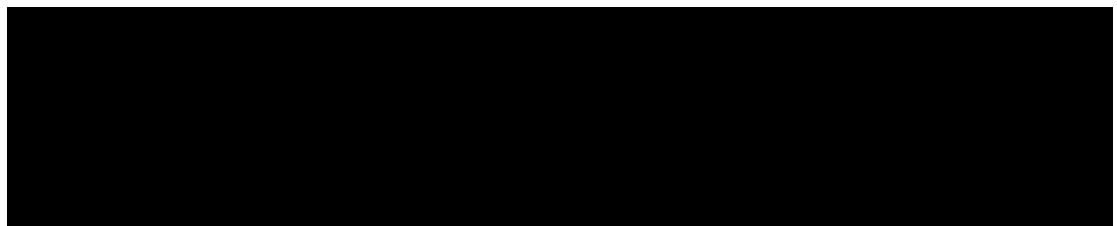
ACTION DATA/COMMENTS:

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

FORD - A FORD COMPANY  
VERIFIED  
CLAIMS UNIT

10/22/2011

ATTACHMENT  
GENERIC DOCUMENT(S)



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

### APPENDIX XII- A. SUMMONS

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

[REDACTED]	Plaintiff(s) vs. <b>Ford Motor Company</b>	Docket No. [REDACTED] Superior Court of New Jersey Law Division Monmouth County Civil Action
	Defendant(s)	Summons

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

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

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

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

---

Jennifer M. Perez  
Acting Clerk of the Superior Court Clerk

Dated:

Name of Defendant to be Served: Ford Motor Company

Address of the Defendant to be Served:

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

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

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

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

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

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

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

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

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

LAWYER REFERRAL  
(609) 463-0313  
LEGAL SERVICES  
(609) 465-3001

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

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

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

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

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

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

**HUDSON COUNTY:**  
Deputy Clerk of the Superior  
Court Superior Court, Civil  
Records Dept. Brennan Court  
House<sup>6</sup>] st Floor 583 Newark Ave.  
Jersey City, NJ 07306

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

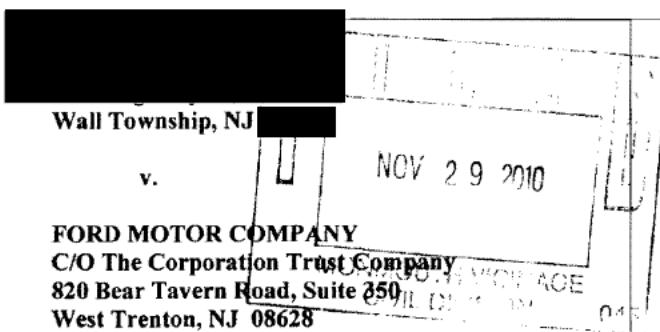
**WARREN COUNTY:**  
Deputy Clerk of the Superior Court Civil  
Division Office  
Court House  
413 Second Street Belvidere,  
NJ 07823-1500

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

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

ATTORNEYS FOR PLAINTIFFS

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



SUPERIOR COURT OF NEW JERSEY  
MONMOUTH COUNTY

CIVIL ACTION

NO. [REDACTED] [REDACTED] [REDACTED]

### COMPLAINT

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

### BACKGROUND

3. On or about September 30, 2009, Plaintiffs purchased a new 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0HGXR [REDACTED]
4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

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

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

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

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

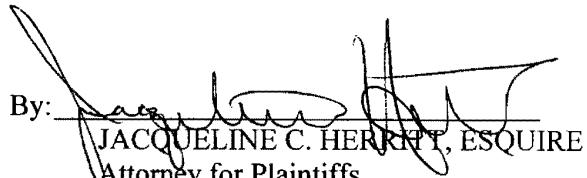
47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

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

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

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

KIMMEL & SILVERMAN, P.C.

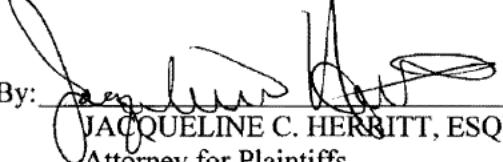
By:   
JACQUELINE C. HERRITY, ESQUIRE  
Attorney for Plaintiffs  
Executive Quarters  
1930 E. Marlton Pike, Suite Q29  
Cherry Hill, NJ 08003  
(856) 429-8334

**JURY-DEMAND**

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

KIMMEL & SILVERMAN, P.C.

By:

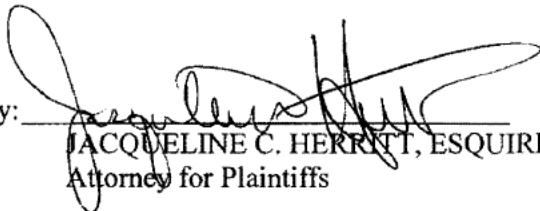
  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiffs

**CERTIFICATION PURSUANT TO R.4:15-1**

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

KIMMEL & SILVERMAN, P.C.

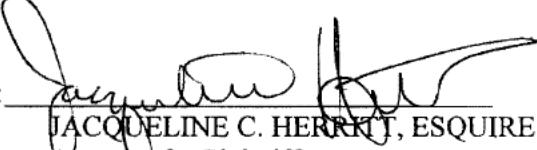
By:

  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiffs

**CERTIFICATION OF NOTICE**

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

KIMMEL & SILVERMAN, P.C.

By:   
JACQUELINE C. HERRIN, ESQUIRE  
Attorney for Plaintiffs

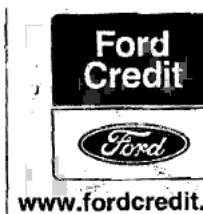
**DESIGNATION OF TRIAL COUNSEL**

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

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRIN, ESQUIRE  
Attorney for Plaintiffs



Zip Code) [REDACTED] SELLER/CREDITOR (Seller Name and Address)

WALL N.J. MONMOUTH  
ON [REDACTED]  
5 TRAILER [REDACTED]  
WALL N.J. MONMOUTH

SEABREEZE FORD  
RT 35/ RT 138  
BELMAR, NJ

07719

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

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW		2010 FORD	FUSION	3FAHP0HGXR [REDACTED]	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

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

#### ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 1516.55 sales tax) ..... \$ 31801.22 (1)
2. Down Payment
 

Third Party Rebate Assigned to Creditor .....	\$ 1000.00
Cash Down Payment .....	\$ 7000.00
Trade-in (description above) .....	\$ _____
Total Down Payment .....	\$ 8000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) ..... \$ 23801.22 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

##### To Public Officials

- (i) for official fees (license, title & registration fees \$ 387.00 and for filing fees \$ N/A);
- (ii) for taxes (not in Cash Price) \$ N/A \$ 387.00

##### To Insurance Companies for:

- |                                   |        |
|-----------------------------------|--------|
| Credit Life Insurance .....       | \$ N/A |
| Credit Disability Insurance ..... | \$ N/A |
| N/A .....                         | \$ N/A |
| N/A .....                         | \$ N/A |

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

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

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

#### FEDERAL TRUTH-IN-LENING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$ 8000.00 \$ 12219.00

8.90 % \$ 7877.28

\$6340.72

\$1219.00

\$ 12219.00

#### INSURANCE

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

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

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

##### Credit

Life N/A Insurance Company  
\$ N/A Premium Insured(s)

You/We want Credit Life Insurance

##### Buyer Signs

##### Co-Buyer Signs

##### Credit

Disability N/A Insurance Company  
\$ N/A Premium Insured(s)

You/We want Credit Disability Insurance

##### Buyer Signs

##### Co-Buyer Signs

##### OTHER OPTIONS

Coverage and  
Insurance Company

PLAINTIFF'S EXHIBIT  
A

Premium and  
Taxes

PE14-030 000019LC

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

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

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

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

..... PAGES ARE INCLUDED ABOVE

Buyer Signs

Co-Buyer Signs

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

### BALLOON CONTRACT PROVISIONS

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

#### EXCESS WEAR, USE AND MILEAGE CHARGES

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

#### EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0.

N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

**Debt Cancellation Waiver Addendum (Optional)**

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

Buyer Signs

#### Anti-Theft Product (Optional)

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

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

Buyer Signs X

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

Buyer X  
Signs

Co-Buyer X  
Signs

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

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

#### NOTICE TO RETAIL BUYER

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

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

Buyer X  
Signs

Co-Buyer X  
Signs

Seller SEABREEZE FORD By X Title \_\_\_\_\_

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

#### ASSIGNMENT

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

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

**WALL, NJ**

ROBERT BOROZNY

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

- REAR

FC: T.29.01

PART#

**COUNT:**

**CLAIM TYPE**

AUTH

6967  
CHECK RIGHT FRONT SEAT. VERY SQUEAKY

1612 MISC.BODY, INTE

**62 INIS**  
WHEELER NOIRE - COMING FROM HIGH SPOTS ON THE

VERIFIED NOISE. COMING FROM THE POSITIONED CLIP. RECHECK.

**LIMITED LABOR WARRANTY**

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

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

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

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

**\* PRE-INVOICE \***

**LIMITED PARTS WARRANTY**

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

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

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

2

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

\*CHECK OUT OUR MONTHLY SPECIALS ONLINE\*  
SEABREEZE-FORD.COM

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

**THANK YOU !**

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



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

WALL, NJ

SERVICE ADVISOR ROBERT BOROZNY

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

ITEM	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL	LIMITED LABOR WARRANTY
A CHANGE OIL & FILTER						
02 CHANGE OIL & FILTER	62 INCP					
1 FL*500*S FILTER ASY - OIL					(N/C)	The Repair Facility guarantees the labor used in performing the repairs listed on the front of this Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts, and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person.
6 XO*5W20*DSP OIL - ENGINE					(N/C)	
B CHECK FLUID LEVELS, HOSES, BELTS AND COOLANT QUALITY. CHECK TIRES AND SET PRESSURES. RESET OIL MAINTENANCE AND TIRE PRESSURE WARNING INDICATORS					(N/C)	
03 CHECK FLUID LEVELS, HOSES, BELTS AND COOLANT QUALITY. CHECK TIRES AND SET PRESSURES. RESET OIL MAINTENANCE AND TIRE PRESSURE WARNING INDICATORS	62 INCP				(N/C)	During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of this Repair Order.
C CHECK LEFT REAR TAIL LIGHT. CHIPPED PAUSE: INSPECTED LEFT REAR TAIL TO VERIFY CONDENSATION. C CONFIRMED. REPLACED LEFT REAR TAIL LAMP ASSEMBLY						
13404A REAR LAMP BODY - REPLACE (13404) - L	53 WPD				(N/C)	To obtain repairs under this limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of this Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of this Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with sales tax upon completion of such repair.
1 9E5Z*13405*A LAMP ASY						

**LIMITED PARTS WARRANTY**

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

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

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

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

SIGNED:

CUSTOMER COPY

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

PE14-030 000022LC

**THANK YOU !**

## SEABREEZE FORD, INC.

HIGHWAY 35 AT ROUTE 138

WALL, NJ 07719

(732) 681-1600

WALL, NJ [REDACTED]

SERVICE ADVISOR FRED GEOFFROY

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

## A POWERTRAIN CONTROL MODULE REPROGRAMMING

CAUSE: COMPLETE AS PER 10B15

10B15C REPROGRAM PCM AND PERFORM  
TRANSMISSION LOAD TEST

50 WPD

FC: PART#: COUNT:

CLAIM TYPE: 10B15

AUTH CODE:

9166

TOTAL

## LIMITED LABOR WARRANTY

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

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

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

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

## \*\* PRE-INVOICE \*\*

## DESCRIPTION

## TOTALS

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

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

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

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

THANK YOU!

SIGNED: CUSTOMER COPY GENERAL MANAGER OR AUTHORIZED PERSON

DATE

PE14-030 000023LC

www.WeislederAutos.com


**SERVICE**  
 (732) 892-8777

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

**PARTS**  
 (732) 892-8778


CUSTOMER NO. 40388	ADVISOR 136 DIANE M. RUSSELL	TAG NO. 671	INVOICE DATE R001078736
BILL TO CUSTOMER [REDACTED] [REDACTED] BELMAR NJ [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE 17200	COLOR BLACK STOCK NO. 149322
	YEAR/MAKE/MODEL 2010 FORD FUSION		IN SVC DATE 12/31/9999 BILL CUS NO. 40388
	VEHICLE ID NO. 3FAHP0HGXR [REDACTED]		R.O. DATE 10/08/2010 TYPE SRF
RESIDENTIAL PHONE [REDACTED]	OTHER PHONE [REDACTED]		PO NUMBER [REDACTED]
			ODOMETER OUT 17200
<b>JOB#1 WORKS SRF</b> THE WORKS FULL SYNTHETIC PACKAGE  CHANGE OIL & FILTER ROTATE TIRES  MULTI PT INSPECTION CHANGE OIL AND FILTER ROTATE TIRES 14 POINT INSPECTION			
<b>QTY ----- PART NO/OP ----- DESC ----- PRICE ----- EXTENDED</b> 1 C01F/FL5005 FILTER ASY - OIL 7.55 7.55 6 001F/X05W20QFS OIL - ENGINE 8.15 48.90 0 OA OWNER ADVANTAGE REDEMPTION 23.67 0.00 <b>TOTAL PARTS 56.45 TOTAL LABOR 18.50 TOTAL FOR THIS REPAIR 74.95</b>			
<b>JOB#2 99P SRF</b> FULL CIRCLE INSPECTION 14 POINT INSPECTION			
<b>QTY ----- PART NO/OP ----- DESC ----- PRICE ----- EXTENDED</b> <b>TOTAL PARTS 0.00 TOTAL LABOR 0.00 TOTAL FOR THIS REPAIR 0.00</b>			
THANK YOU FOR THE OPPORTUNITY TO SERVE YOU TODAY! YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER REGARDING YOUR EXPERIENCE WITH US. IF YOU HAVE ANY QUESTIONS OR CONCERN, PLEASE CALL DIANE AT 732-892-8777 TO DISCUSS.			
CUSTOMER SIGNATURE _____			
<b>PARTS</b> 56.45 <b>LABOR</b> 18.50 <b>MISC. CHARGES</b> (23.67) <b>TAXES</b> 3.59 <b>SUBLET</b> 0.00 <b>MISC SUPPLIES</b> 0.00 <b>TOTAL CASH</b> 54.87			

**Disclaimers of Warranties**  
 The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 12 months or 12,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts and fuel system - when due to contamination. This Limited Warranty is extended to the vehicle owner/customer and is not transferable to, nor enforceable by, any other person.

During the duration period of this Limited Warranty, the repair facility will provide additional labor, at no expense to customer, for any additional repairs listed on the front of the Repair Order.

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

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

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



**GENUINE**  
PARTS & SERVICE

Advantage  
Rewards™

Rewards Member #: \_\_\_\_\_

Rewards Service Balance: \_\_\_\_\_

## -Point Inspection Report Card as Recommended by Ford Motor Company

Today's Date: \_\_\_\_\_ State \_\_\_\_\_ RO/Tag: \_\_\_\_\_ Inspec. Month: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

VIN #: \_\_\_\_\_ Plate #: \_\_\_\_\_

### SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT\*

	SERVICED	DUE	SERVICED
Cabin Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine Coolant	<input type="checkbox"/>		
Fuel Filter	<input type="checkbox"/>		
Oil Change	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

This is only a partial list of vehicle maintenance items and is NOT all-inclusive.  
Please consult your Owners Manual or visit [www.genuineparts.com](http://www.genuineparts.com) for vehicle specific maintenance requirements.

### CHECK FLUID LEVELS AND FILL

OK FILL	OK FILL	OK FILL	SERVICED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission (if equipped with dipstick)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Reservoir

### BATTERY

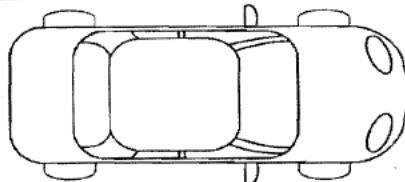


Factory spec cold cranking amps

Actual cold cranking amps

### EXTERIOR BODY

Note any existing exterior body damage or defects on diagram



### TIRE/BRAKE WEAR

#### TIRE TREAD



7/32" and greater

Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)

4/32" to 6/32"

3/32" and less

Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

#### BRAKE LINING

#### LEFT FRONT

Tire Tread Depth  Tire Age \_\_\_\_\_

Tire Wear Pattern/Damage

Tire Pressure - set to factory recommended PSI

Brake Lining  /32"

#### SERVICED

#### RIGHT FRONT

Tire Tread Depth  Tire Age \_\_\_\_\_

Tire Wear Pattern/Damage

Tire Pressure - set to factory recommended PSI

Brake Lining  /32"

#### SERVICED

#### LEFT REAR

Tire Tread Depth  Tire Age \_\_\_\_\_

Tire Wear Pattern/Damage

Tire Pressure - set to factory recommended PSI

Brake Lining  /32"

#### SERVICED

#### RIGHT REAR

Tire Tread Depth  Tire Age \_\_\_\_\_

Tire Wear Pattern/Damage

Tire Pressure - set to factory recommended PSI

Brake Lining  /32"

#### SERVICED

#### SPARE

Tire Pressure - set to factory recommended PSI

#### SERVICED

Comments:

Service Advisor: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Technician: \_\_\_\_\_



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



N.Y.S. REPAIR SHOP REGISTRATION R3470418

STATE REG# [REDACTED]

CUSTOMER LABOR CHARGES ARE BASED ON A RATE OF: \$ [REDACTED] PER HOUR

PRELIMINARY ESTIMATE AUTHORIZED BY:

REVISED ESTIMATE AUTHORIZED BY: DATE/TIME

#### RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO / MI	TOTAL

NEW FORD PARTS AND MOST AUTHORIZED REBUILT PARTS ARE WARRANTED FOR 12 MONTHS OR 12000 MILES OR WHICHEVER COMES FIRST.

NOTE: Contact your Ford Dealer to verify any exceptions to warranty coverage. The only requirement of the purchaser is to return the defective part or accessory to the dealer's place of business during regular business hours for repair or replacement. The purchaser must have the repair order for a dealer-installed part or accessory in order to validate the date and mileage on the vehicle at the date of sale or installation of the original part or accessory.

If the purchaser is traveling or has moved to a different locality, any authorized Ford Motor Company Dealer will fulfill this warranty. (Except when other Ford parts are used).

THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO NON-FORD PARTS, OR PARTS WHICH ARE REPLACED AS PART OF NORMAL MAINTENANCE.

TO THE EXTENT ALLOWED BY LAW, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES ARE NOT COVERED.

THERE IS NO OTHER EXPRESSED WARRANTY OF FORD MOTOR COMPANY - SUPPLIED REPLACEMENT PARTS AND ACCESSORIES.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ADDITIONAL CONDITIONS TO THIS WARRANTY MAY APPLY. PLEASE REFER TO YOUR OWNERS MANUAL OR CONTACT A DEALER TO VERIFY WARRANTY COVERAGES WHICH MAY APPLY TO YOUR VEHICLE.

#### LIMITED EXPRESS WARRANTY

LABOR ONLY OTHER THAN FORD PARTS ARE WARRANTED FOR 90 DAYS OR 4000 MILES WHICH-EVER OCCURS FIRST. THE DEALER HEREBY LIMITS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS TO THE SAME PERIOD.

Renault and Bernards ERAINMOLE CC225944 C 04060

#### SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

#### S E R V I C E

SALESPERSON NO.

VEHICLE ID NO. 3FAHP0HGXR [REDACTED]	YEAR / MAKE / MODEL 10/FORD/FUSION/4DR SDN SE FWD	STOCK NO.	LICENSE NO.	R.O. NO.
WALL TWP, NJ	CUSTOMER NO. 10822 SERVICE CONTRACT	DELIVERY DATE	SELLING DEALER NO.	R.O. DATE 10/09/10
	COLOR BLACK/	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES TAG NO.
	TURBO N FOZZ M/MC Y AIR COND. Y P. S. TRANS MILEAGE 0	ADVISOR NO. 6377	PRODUCTION DATE	533

RESIDENCE PHONE [REDACTED]	TIME RECEIVED 02:33pm	I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.					
BUSINESS PHONE [REDACTED]	LABOR RATE						
DATE / TIME PROMISED 10/09/10	PRIORITY 04:30pm						
APPOINTMENT <input type="checkbox"/> Yes	No <input checked="" type="checkbox"/>	X					
ADVISOR <input type="checkbox"/> DAY OSTRANDER	LABOR INSTRUCTIONS						

ORIGINAL CUSTOMER ESTIMATE: 1 C 03FOZ1 STEERING SUSP MIS CHECK CUSTOMER CONCERN HAS NO POWER STEERING	MILEAGE OUT
X _____	ROAD TESTED <input checked="" type="checkbox"/>



ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE.  
 SAVE  DISCARD

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

PE14-030 000026LC

SIDE 2



CIVIL CASE INFORMATION STATEMENT  
(CIS)

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

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

**Track 1 — 150 days' discovery**

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

**Track 2 — 300 days' discovery**

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

**Track 3 — 450 days' discovery**

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

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

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

**Centrally Managed Litigation (Track IV)**

280	Zeinorm
285	Stryker Trident Hip Implants
288	Prudential Tort Litigation

**Mass Tort (Track IV)**

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

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

Please check off each applicable category:

Verbal Threshold

Putative Class Action

Title 59

Appendix XII-B1

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



NO

LAW OFFICES

Licensed in New York  
and New Jersey

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

October 3, 2013

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

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

13 01-8 #23

CONSOLIDATION  
OF DEFENSES

Dear Sir or Madam:

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

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

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

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

LAW OFFICES

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

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

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

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

Thank you for your anticipated courtesies and cooperation.

Very truly yours,

SJC/ec  
Enc:  
VIA CMRRR

CUSTOMER #: 6930

26108

\*INVOICE\*

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

ALPINE, NJ

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

SERVICE ADVISOR: 103 THOMAS A KULESA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
		11 FORD FUSION	3FAHPOJA9BR2 [REDACTED]		50364/50370	T2522	
DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15FEB11 DD			17:00 22AUG13		0.00	CASH	23AUG13
R.O. OPENED	READY		OPTIONS: STK:11N062 DLR:13H144				
10:31 32AUG13	15:35 23AUG13						

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

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

B REPLACED BOTH FRONT CONTROLE ARMS AND STEERING

GEAR REPROGRAMMED PCM AND PERFORMED

ALIGNMENT

306 CP	660.00	660.00
1 AESZ*3504*CE GEAR ASY - STEERING	1105.26	1105.26
1 BE5Z*3078*B ARM ASY - FRONT SUSPENSION	123.08	123.08
1 BE5Z*3079*A ARM ASY - FRONT SUSPENSION	128.35	128.35

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

\*\*\*\*\*

B MULTI POINT INSPECTION

99P MULTI POINT INSPECTION

306 CP	0.00	0.00
GBAT GOOD BATTERY	0.00	0.00
306 CP	0.00	0.00
GTIRE 7/32 OR GREATER	0.00	0.00
306 CP	0.00	0.00
GBK 5MM OR GREATER	0.00	0.00
306 CP	0.00	0.00

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

AUG 23 2013

\*\*\*\*\*

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

## STATEMENT OF DISCLAIMER

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

		DESCRIPTION	TOTALS
LABOR AMOUNT		660.00	
PARTS AMOUNT		1356.69	
GAS, OIL, LUBE		0.00	
SUBLET AMOUNT		0.00	
MISC. CHARGES		0.00	
TOTAL CHARGES		2016.69	
LESS INSURANCE		0.00	
SALES TAX		141.17	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	IDATEI	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
			2157.86

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

LAW OFFICES OF  
STEPHEN J. COCHI

# Fax

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

To: Ford Motor Company

From: [REDACTED] I, ESQ.

Attn: La Shawn Rudolph

Fax: 888-699-4620

Date: October 15, 2013

Re: Stephen J. Cochi

VIN: 3FAHPOJASBR [REDACTED]

2011 Ford Fusion

Pages: 3

Urgent     For Review     Please Comment     Please Reply     Please Recycle

\*Comments:

Dear La Shawn Rudolph,

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

- 1) Vehicle Registration;
- 2) Repair Order

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

You may contact me at the above number.

Very truly yours,

[REDACTED]  
VIA FACSIMILE ONLY

10/15/2013 8:15 PM FAX 2018662071

0002/0003

**Motor Vehicle Commission** NEW JERSEY  
CHIEF ADMINISTRATOR  
MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION

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

VIN: 3FAHPOJA9BR[REDACTED]0  
FOR 2011 4 DR BLK FUS WC:7  
[REDACTED] PASSENGER 07

ALPINE NJ [REDACTED] RENEWAL PT:PA  
FEE: 46.50 RP201323188478201

PE14-030 000034LC

CUSTOMER #: 6930

26108

\*INVOICE\*

FORD OF ENGLEWOOD  
40-60 VAN NOstrand AVE  
ENGLEWOOD NJ 07631ALPINE, NJ  
HOME: [REDACTED] CONT:N/A  
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 103 THOMAS A KULESA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	11	FORD FUSION	3FAHPOJA9BR2 [REDACTED]		50364/50370	T2522
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO.NO.	RATE	PAYMENT
15FEB11 DM			17:00 22AUG13		0.00	CASH
R.O. OPENED	READY		OPTIONS:	STK:11N062 DLR:13H144		23AUG13

10:31 22AUG13 15:35 23AUG13

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

D REPLACED BOTH FRONT CONTROL ARMS AND STEERING

GEAR. REPROGRAMMED PCM AND PERFORMED ALIGNMENT

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

\*\*\*\*\*  
B MULTI POINT INSPECTION

## 99P MULTI POINT INSPECTION

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

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

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

141.17

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

SIGNED: DEAN H. GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

## Case Print Report

Case Number CAS-[REDACTED]

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

Case Closed Date 5/7/2013

Case Status Resolved

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

Responsible Team Tier 1 Inbound

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

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

ALPINE NJ [REDACTED]

Email [REDACTED]

Dealer Ford of Englewood, Inc.

VIN 3FAHP0JA9BR [REDACTED]

Year 2011 Make FORD

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

### Symptom

Level 1 Start/Run/Move

Level 2 Starting

Level 3 Slow Crank/Battery

Level 4 OTHER

# **Case Print Report**

Case Number CAS-[REDACTED]

## Case Print Report

Case Number CAS-[REDACTED]

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

Ernest Brown 5/7/2013 9:37 AM

\*\*\*VIN\*\*\* 3FAHP0JA9BR-[REDACTED]

\*\*\*MILEAGE\*\*\* 44000

\*\*\* HOME [REDACTED]

\*\*\*CS NAME\*\*\*

\*\*\*CS STATES\*\*\*

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

\*\*\* VEHICLE HAS NOT BEEN TO THE FORD DLRSHIP

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

\*\*\*

\*\*DLRSHIP\*\*

Ford of Englewood, Inc.

40 Van Nostrand Avenue

Englewood, NJ 07631

(201) 569-6500

\*\*\*CRC ADVISED CS\*\*\*

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

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

Mount your spare if you have a flat tire

Jumpstart your vehicle

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

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

Winch out within 100 feet of a county paved road.

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

# **Case Print Report**

Case Number CAS [REDACTED]

## Case Print Report

Case Number CAS-[REDACTED]

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

## **Case Print Report**

Case Number CAS [REDACTED]

## Case Print Report

Case Number CAS-[REDACTED]

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

Case Closed Date 8/21/2013

Case Status Resolved

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

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Recall > Vehicle Involvement Inquiry

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED] ALPINE NJ [REDACTED]

Email [REDACTED]

Dealer Town Motors

VIN 3FAHP0JA9BR [REDACTED]

Year 2011 Make FORD

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

### Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Feel/Wander/Pull

Level 4 Intermittent

## **Case Print Report**

Case Number CAS [REDACTED]

## Case Print Report

Case Number CAS-[REDACTED]

Agent Name	Note Last Modified
Fernando Marrero	8/21/2013 10:27 AM
*CUST STATES*	
-VEH NOT AT DLR	
*SYMPTOM*	
-STEERING WHEEL LOCKED WHEN TURNING THREE TIMES-INTERMITTENT	
*CUST SEEKS*RECALL INQY	
*CSR*	
ADVISED NO RECALLS	
ADVISED POWERTRAIN WTY	
-ADVISED CUST BRING VEH TO DLR FOR DIAG AND REPAIRS	

# **Case Print Report**

Case Number CAS-[REDACTED]

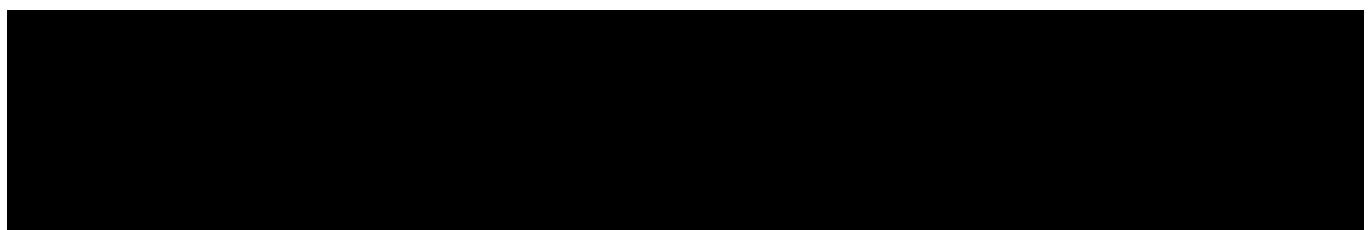
## Case Print Report

Case Number CAS-[REDACTED]

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

# **Case Print Report**

Case Number CAS-[REDACTED]



PE14-030 000048LC

MARY L. SWAIN



CLERK OF COURTS

L000266558

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

Date: December 16, 2011

Case No. : CV [REDACTED]

[REDACTED] vs. FORD MOTOR CO

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

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

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

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

ELIZABETH A WELLS  
2299 MIAMISBURG CENTERVILLE RD  
CENTERVILLE, OH 45459

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

**MARY L. SWAIN**  
Butler County Clerk of Courts

*Mary L. Swain*

By: Renee Bruce  
Deputy Clerk

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

BUTLER COUNTY CLERK OF COURTS  
[www.butlercountyclerk.org](http://www.butlercountyclerk.org)

PE14-030 000049LC

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

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<sup>1</sup>Revised Code 1345.71 *et seq.*

<sup>2</sup>Hereafter referred to as the Manufacturer.

<sup>3</sup>Hereafter referred to as the Dealer.

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

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

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

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

#### **SECOND CLAIM: MAGNUSON MOSS ACT**

27. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
28. This claim is for breach of express, and/or implied warranties, and violation of the Magnuson Moss Warranty Act<sup>4</sup> by Ford Motor Company.

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<sup>4</sup>15 U.S.C. 2301, *et seq.*

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

### **THIRD CLAIM: CONSUMER ACT**

31. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.
32. This claim is for violation of the Ohio Consumer Sales Practices Act<sup>5</sup> by Ford Motor Company.
33. The Defendant violated the Magnuson Moss Warranty Act in one or more manners, and knew, or should have known that doing so would be unfair and/or deceptive and/or unconscionable to Plaintiff, and did it anyway, and that was unfair and/or deceptive and/or unconscionable to Plaintiff.
34. The Defendant breached and/or failed to honor its express and/or implied warranties to Plaintiff, and had a legal obligation to Plaintiff with no valid legal defense for not performing those obligations, but avoided, or attempted to avoid, one or more of its obligations. Defendant knew, or

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<sup>5</sup>ORC 1345.01, *et seq.* Hereafter referred to as the Consumer Act.

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

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

#### **FOURTH CLAIM: TORTIOUS BREACH OF WARRANTY**

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

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

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

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

#### **PRAYER FOR RELIEF**

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

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

#### **ALTERNATIVE PRAYER FOR RELIEF**

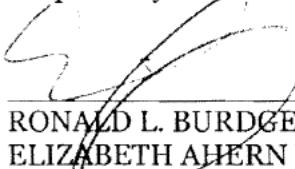
Or, in the alternative to the damages set forth in the prayer above,

1. On the first claim, an Order requiring Defendant to repurchase the subject vehicle and pay compensation to Plaintiff as appropriate under the Ohio Lemon Law;
2. On the second claim, rescission under the Magnuson Moss Warranty Act and damages under the Ohio Commercial Code;
3. On the third claim, statutory rescission under the Consumer Act;
4. On the fourth claim, remedies and relief as deemed proper and lawful by the Court;

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

Plaintiff demands trial by jury on all claims and issues.

Respectfully submitted,

  
RONALD L. BURDGE (0015609)  
ELIZABETH AHERN WELLS (0078320)

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www.OhioConsumerLaw.com

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PE14-030 000058LC

### ISSUE LIST

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

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2010-03-01  
 Symptom Desc: AUTO TRANS GENERAL LEAKS Primary Phone: [REDACTED]  
 Reason Desc: DRP-VEHICLE REPLACEMENT REQUEST Secondary Phone: 5 [REDACTED]  
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

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

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

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

Comments OPEN - CABBB CASE ELIGIBLE

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

Comments ----- OPENED NEW CASE

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

Comments ----- RECV'D DLR REPORT AND RO'S FROM MIDDLETOWN FORD

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

Action: CUST DECLINED SETTLEMENT OFFER  
 Origin Desc: CONSUMER AFFAIRS-DISPUTE

Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17218 MI  
 Analyst Name: PETERSON  
 (LPETER58),LINDA  
 Action Date: 09/28/2011

RESOLUTION PROGRAM

Comm Type: OTHER  
 Analyst: LPETER58  
 Action Time: 15.45.35.326  
 Action Data: No

Comments ----- CUST DECLINED SETTLEMENT OFFER

---

**Action:** MANUFACTURER SETTLEMENT OFFER SENT TO BBB  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17218 MI  
 Analyst Name: PETERSON  
 (LPETER58),LINDA  
 Action Date: 09/29/2011

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Comm Type: OTHER  
 Analyst: LPETER58  
 Action Time: 10.36.36.901  
 Action Data: No

Comments ----- NO FURTHER SETTLEMENT OFFERS

---

**Action:** COMPANY REPORT SUBMITTED  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17218 MI  
 Analyst Name: PETERSON  
 (LPETER58),LINDA  
 Action Date: 09/30/2011

Origin Desc: CONSUMER AFFAIRS-DISPUTE  
RESOLUTION PROGRAM

Comm Type: OTHER  
 Analyst: LPETER58  
 Action Time: 15.33.19.806  
 Action Data: Yes

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

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

---

**Action:** DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17218 MI  
 Analyst Name: COSTELLO, MATT  
 Action Date: 10/06/2011

Origin Desc: BETTER BUSINESS BUREAU

Comm Type: MAIL  
 Analyst: M-COSTE3  
 Action Time: 16.05.11.712  
 Action Data: No

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

---

**Action:** ARBITRATION DECISION-VEHICLE REPAIR  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17218 MI  
 Analyst Name: COSTELLO, MATT  
 Action Date: 10/21/2011

Origin Desc: BETTER BUSINESS BUREAU

Comm Type: MAIL  
 Analyst: M-COSTE3  
 Action Time: 16.05.12.351  
 Action Data: Yes

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

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

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

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

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A FULL REPAIRS

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

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

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

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

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

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

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

---

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] 3 Year: 2010 Model: FUSION Case: [REDACTED]  
 Name [REDACTED] Owner Status: Original WSD: 2010-03-01  
 Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone: [REDACTED]  
 Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 08/24/2011

Action: TIER II ESCALATION - BUYBACK Origin Desc: US CONCERN CASE BASE  
 Dealer: 01981 MIDDLETOWNFORD Comm Type: PHONE  
 Odometer: 17000 MI Analyst Name: MUNIZ, AMANDA Analyst: AMUNIZ8  
 Analyst Name: MUNIZ, AMANDA Action Date: 08/23/2011 Action Time: 14.39.36.245 Action Data: No

Comments CUSTOMER SAID: - NO LONGER WANTING THE VEH- LIVES HAVE BEEN IN DANGER- TAKEN VEH TO DLR- NO LONGER WANTING VEH- VEH IS CURRENTLY AT DLR- IN A RENTAL WHILE VEH GETS REPAIRED- MULTIPLE PROBLEMS WITH VEH DEALER SAID: MIDDLETOWN FORD1750 NORTH VERITY PARKWAY/PO BOX 505MIDDLETOWN OH 45042(513) 420-8700CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACK I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.\*\*\*ADV CUST OF ABOVE- C.WKIM [REDACTED] SPOUSE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 01981 MIDDLETOWNFORD Comm Type: PHONE  
 Odometer: 17000 MI Analyst Name: SANTIAGO,SHANNA Analyst: SSANTIA4  
 Analyst Name: SANTIAGO,SHANNA Action Date: 08/24/2011 Action Time: 12.54.27.425 Action Data: Yes

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

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-29-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Dealer: 01981 MIDDLETOWNFORD Comm Type: PHONE  
 Odometer: 17000 MI Analyst Name: SANTIAGO,SHANNA Analyst: SSANTIA4  
 Analyst Name: SANTIAGO,SHANNA Action Date: 08/29/2011 Action Time: 15.29.20.938 Action Data: Yes

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

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

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

Action: CCS SUPERVISOR - UPDATING ESCALATION (TL/LEAD CSR)  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17000 MI  
 Analyst Name: COLLARD (BCOLLARD),BRIAN  
 Action Date: 08/30/2011

Comm Type: PHONE  
 Analyst: BCOLLARD  
 Action Time: 17.29.02.768      Action Data: No

Origin Desc: ALLIANCE TEAM

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

Action: CUSTOMER RETAINED LAWYER  
 Dealer: 01981 MIDDLETOWNFORD  
 Odometer: 17000 MI  
 Analyst Name: SANTIAGO,SHANNA      Analyst: SSANTIA4  
 Action Date: 08/31/2011

Comm Type: PHONE  
 Analyst: SSANTIA4  
 Action Time: 17.27.06.627      Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

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

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## All Action Details for Issue

[Print](#)

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

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

## Caller Information If Different From Vehicle Owner:

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

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

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

Comments CLOSING DUPLICATE CONTACT. - PLEASE SEE OTHER CONTACT.

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: SUPERVISOR REQUEST CALL BACK Origin Desc: MANUAL - PHONE CSR  
Dealer:  
Odometer: 17000 MI Comm Type: PHONE  
Analyst Name: MARBLE, EARL Analyst: EMARBLE4  
Action Date: 08/29/2011 Action Time: 16.47.57.615 Action Data: Yes

Caller Information If Different From Vehicle Owner:  

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

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

Data Element Name	Data Value
ASSIGNED TO	SKIRKEND

Action: SUPERVISOR REQUEST CALL BACK CLOSE Origin Desc: TIER ONE - MELBOURNE  
Dealer:  
Odometer: 17000 MI Comm Type: PHONE  
Analyst Name: KIRKENDOLL (SKIRKEND), SALLY Analyst: SKIRKEND  
Action Date: 08/29/2011 Action Time: 16.48.36.785 Action Data: No

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

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## All Action Details for Issue

[Print](#)

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

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

Dealer: 01981 MIDDLETOWNFORD Origin Desc: US CONCERN CASE  
Odometer: 17000 MI Comm Type: PHONE  
Analyst Name: MONTGOMERY Analyst: DMONTG50  
(DMONTG50),DAWN  
Action Date: 08/29/2011 Action Time: 16.05.35.420 Action Data: No

Caller Information If Different From Vehicle Owner:

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

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

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01  
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS Origin Desc: US CONCERN CASE BASE  
Dealer:  
Odometer: 17000 MI Comm Type: PHONE  
Analyst Name: TERRAGLIO, MEGAN Analyst: MTERRAGL  
Action Date: 08/29/2011 Action Time: 12.55.38.067 Action Data: No

## Caller Information If Different From Vehicle Owner:

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

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

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## All Action Details for Issue

[Print](#)

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

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

Comments CUSTOMER PROFILE UPDATE

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01  
Symptom Desc: AUTO TRANS NO ENGAGEMENT NO FORWARD Primary Phone: [REDACTED]  
Reason Desc: RAV - OTHER Secondary Phone: [REDACTED]  
Issue Type: 08 RAV Issue Status: CLOSED

Action: ESP PREMIUM CARE PLAN  
Dealer: 01981 MIDDLETOWNFORD Origin Desc: CONSUMER AFFAIRS - REACQUIRED  
Odometer: 14923 MI Comm Type: MAIL VEHICLES  
Analyst Name: DAUNT,CHRIS Analyst: C-DAUNT  
Action Date: 06/29/2011 Action Time: 20.00.13.005 Action Data: No

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

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## All Action Details for Issue

[Print](#)

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

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

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

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

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

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

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

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

Comments CSM uploaded PREMIUMCARE ESP REQUEST

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

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

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JGXAR [REDACTED] Year: 2010 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2010-03-01  
Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY Origin Desc: US CONCERN CASE BASE  
Dealer: 01981 MIDDLETOWNFORD  
Odometer: 14000 MI Comm Type: PHONE  
Analyst Name: SHIFLETT, CATHERINE Analyst: CSHIFLET  
Action Date: 06/07/2011 Action Time: 16.46.20.772 Action Data: No

## Caller Information If Different From Vehicle Owner:

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

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

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DOOR ,SEDAN ,3FAHP0JGXA [REDACTED]**Build Date:** 02/08/2010**Odometer :** 329 M**Engine:**

3.0L 4V

**Calibration:** ADE1F60A**Transmission:** 6SP 6F MID**Axle:**3.208  
FDR**A/C:** YES**Dealer:** USA 01981 Middletown Ford**Phone#:** (513) 420-  
8700**City:** Middletown**State:**

Ohio

**Country :** USA**Originator:** TONY OWENS**Symptom:** 3 36 0 00 FT/FN/BD,WATER LEAK,UNKNOWN,UNKNOWN**Status:****VFG:** V37 WATER LEAKS**Additional Symptom:** REAR FLOOR AREA WET**Fix:** **Causal Component :****Condition Code:****Hotliner:** MMCKAY2**Phone:** 000 317-4281**Regn Cd:** G3 Cincinnati**Engineering:****Phone:****TAR:****Dir Contact:** TONY OWENS**Phone:** 513 420-8700**Title Cde:** SW

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

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

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

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

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5-Jan-2012

Report Summary

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DOOR ,SEDAN ,3FAHP0JGXAR, [REDACTED]**Build Date:** 02/08/2010**Odometer :** 14,923 M**Engine:**

3.0L 4V

**Calibration:** ADE1F60A**Transmission:** 6SP 6F MID**Axle:**

3.208

FDR

**A/C:**

YES

**Dealer:** USA 01981 Middletown Ford**Phone#:** (513) 420-  
8700**City:** Middletown**State:**

Ohio

**Country :** USA**Originator:** TONY OWENS**Symptom:** 4 42 4 00 ST/RN/MV,MOVING,ENGAGE QUALITY ,UNKNOWN**Status:****VFG:** V48 GOOD AUTOMATIC TRANSMISSION**Additional Symptom:** TRANS. SLIPS AND NOISEY**Fix:** **Causal Component :****Condition Code:****Hotliner:** PLAMONTA**Phone:** 313 248-8201**Regn Cd:** G3 Cincinnati**Engineering:****Phone:****TAR:****Dir Contact:** TONY OWENS**Phone:** 513 420-8700**Title Cde:** SW

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

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

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

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

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

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

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

-----  
----- TDI 2011/01/03 9999/12/31  
0.00 2011 TIRES / BRAKE ROTORS / TPMS SENSORS PA6 2011/01/03  
2011/12/31 0.00 PRIOR APPROVAL REQUIREMENT - GAS ENGINE/ E24  
2010/07/01 2011/06/30 1199.99 ESP-ESP/ESC REPAIRS OF \$1200

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

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

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

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

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

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

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

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

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**Mail Report**

**Requester:** RHERRO11

Report Summary

**Server:** ECCWS686

**Ford Proprietary, Private**

5-Jan-2012

**Retention:** None

[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Indicator Summary](#)[Help](#) [Exit](#)**GCQIS Report Analysis****Report Summary****Report 3 of 3****Query Name:** REPORT RETRIEVAL**Folder Number:**[File Report To This Folder](#)[File Report To A Folder](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)[Download Options](#)**Report Detail Section :** [View Details](#)Attachments: 0**Report# :** BHZD2003 NHL**Received:** 08/26/2011**CCRG/EPRC:****Reviewed Status:****Date:****Vehicle:** 2010,FUSION ,SEL ,4  
DOOR ,SEDAN ,3FAHP0JGXAR, [REDACTED]**Build Date:** 02/08/2010**Odometer :** 17,218 M**Engine:**

3.0L 4V

**Calibration:** ADE1F60A**Transmission:** 6SP 6F MID**Axle:**

3.208

FDR

**A/C:** YES**Dealer:** USA 01981 Middletown Ford**Phone#:** (513) 420-8700**City:** Middletown**State:**

Ohio

**Country :** USA**Originator:** TONY OWENS**Symptom:** 6 62 4 38 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INOPERATIVE**Status:****VFG:** V87 STEERING**Additional Symptom:** LOSS OF STEERING ASSIST**Fix: Y** **Causal Component :** STEERING GEAR -- RPL**Condition Code:****Hotliner:** MABELA3**Phone:** 000 248-9263**Regn Cd:** G3 Cincinnati**Engineering:****Phone:****TAR:** CLD**Dir Contact:** TONY OWENS**Phone:** 513 420-8700**Title Cde:** SW

**KOEO:** C1963 U3000 C200D C1277

**KOEC:**

**KOER:**

**Comments:**

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

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

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

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

- ADD-ON 08/26/2011 03:34PM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE**  
REVIEWED AND RESEARCH IS BEING PERFORMED. YOU WILL BE CONTACTED SHORTLY.
- REPAIR 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE**  
CONTACTED DEALER BY PHONE: MATT STATED THAT THERE WAS A C1277:20, C1963:20, U3000:96 AND A C200:49 SET IN THE VEHICLE.
- TAR 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE**  
NOTE TO FSE: REQUESTING FSE DUE TO OPEN CUDL CASE 1603811581. CUSTOMER CONCERN: THE STEERING BECAME INOPERATIVE AND WAS NEARLY IN A ACCIDENT. THE DEALER STATED THAT THERE WAS A C1277:20, C1963:20, C200D;49 AND A U3000:96 CODES SET IN THE VEHICLE. DEALER STATED THAT THE DIAGNOSTICS FOR THE FIRST THREE CODES LEAD TO THE REPLACEMENT OF THE SJB. DEALER HAS NOT REPLACED THE SJB. HOTLINE HAS INSTRUCTED THE DEALER TO REPLACE THE STEERING GEAR HAS PER THE U3000:96 CODE. THE VEHICLE IS AT THE DEALER. ESTIMATED DAYS OUT OF SERVICE: 6. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 0.
- RECOMM 08/29/2011 11:15AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE**  
MATT, DUE TO THE U3000:96 CODE BEING SET, RECOMMEND REPLACING THE STEERING GEAR. ALSO RECOMMEND CHECKING C1010 AND INSPECTING THE WIRING HARNESS FOR ANY CHAFFING. WE HAVE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.
- ADD-ON 08/29/2011 11:16AM MICHAEL DREWYOU MSS - FCSD - TECH SVC HOTLINE**  
CERTIFIED

**ADD-ON** **09/12/2011 09:29AM JEFF HAZEL(FSE) MSS - FCSD - REG - CINCINNATI**  
STEERING GEAR REPLACEMENT RESOLVED CONCERN. FSE DROVE WITH SM TO  
VERIFY REPAIR.  
**AUDIT** **09/12/2011 09:29AM JEFF HAZEL(FSE) MSS - FCSD - REG - CINCINNATI**  
TECH ASSIST REFERRAL HAS BEEN CLOSED

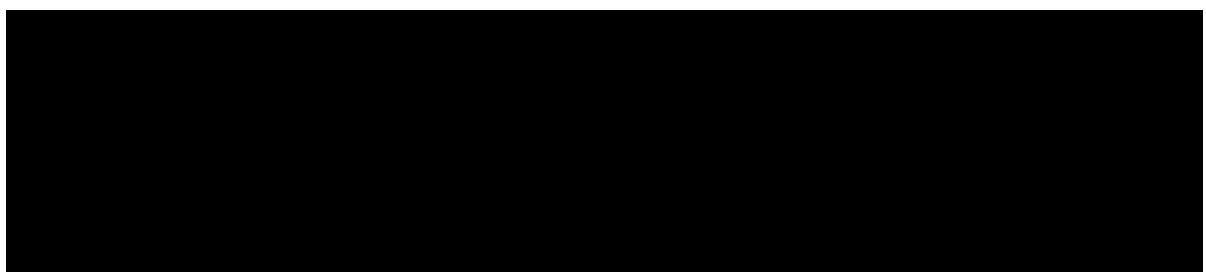
[Download Options](#)**Folder Number:**[File Report To This Folder](#)[File Report To A Folder](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)**Requester:** RHERRO11

Report Summary

**Server:** ECCWS686**Ford Proprietary, Private**

5-Jan-2012

**Retention:** None





FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

DEC 04 2013

OFFICE OF THE  
GENERAL COUNSEL

INSURANCE SECTION

13 DEC -2 P2'22

November 27, 2013

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

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

Dear Sir or Madam

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

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

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

Sincerely,

COMMERCE INSURANCE COMPANY

Kristine Remy  
Claim Representative

Vehicle Owner: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent Name #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

The Commerce Insurance Company | Citation Insurance Company

11 Gore Road, Webster MA 01570 | 800-221-1605 | [www.commerceinsurance.com](http://www.commerceinsurance.com)



## Adjuster View

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

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

## Source Information

Source: INS Named Insured

Method of Receipt: Phone

Source Details:

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

Date Stamp Date: 10/17/2013

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

## Loss Information

Date of Loss: 10/17/2013

Time of Loss: 07:40:48 AM

Loss Description: 003 Single vehicle collision

Employee Claim: No

Authorities: mass state police

Phone #:

Report #: none

OfficerName/BadgeNumber:

Citation: none

Terrorist Act Code:

Loss Location:

213 exit to go to 495 north METHUEN MA

Cause: Collision

Catastrophe Code:

Catastrophe Severity:

Consequence:

OTA Damage Description:

Number of Impacts:

Loss Details Desc:

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

## Policy Information

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

Risk #: 01

## Insured Vehicle Information

Year/Make/Model: 2011 FORD FUSION S

Risk on Policy:

Plate: [REDACTED]

Vehicle Location:

State: ma

Regan ford 501 broadway

Color: red

HAVERHILL MA 01832

POI: p/s front

Phone #: +1(978)686-3024

VIN: 3FAHP0JA2BR [REDACTED]

Lien Same as on Dec?:

Car Seat?:

If no, who?:

Damage Description:

p/s front



## Coverage Information

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

Deductible: 1000  
Endorsements: CIC-2114

Permissive Use: Yes

Frequency: Daily

Is operator an employee of insured? No

Was the driver working at the time of the loss?

Was the driver employed by the state?

Was the vehicle using dealer plates? No

## Insured Parties

### Insured's:

METHUEN MA  
Primary Phone:  
Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

### Insured Attorney

Assistant Name:  
Email:  
Phone:

### Insd Vehicle Owner

MA  
Primary Phone:  
Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

### Vehicle Owner Attorney

Assistant Name:  
Email:  
Phone:

### Driver Information

METHUEN MA  
Primary Phone:  
Add'l Phone #:

Minor: No

Gender:

DOB:

LIC #:

SSN:

Email:

No email:

### Driver Attorney

Assistant Name:  
Email:  
Phone:



## Permanent Notes

The sign was knocked over but police didn't take a report. ; Note added by hnichol on 10/17/2013 9:23:30  
AM ----- no ini/wit/pass; Note added by hnichol on 10/17/2013 9:23:17  
AM ----- Per [REDACTED] they just bought the IV 3 weeks ago from Regan Ford. She is going to have the steering  
wheel checked out by them. ; Note added by hnichol on 10/17/2013 9:19:35 AM ----- Incident Created by  
Nicholson Heidi on 10/17/2013 9:10:49 AM -----



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



### SUPPLEMENTAL REPORT OF INSURED OPERATOR

#### INSURED'S VEHICLE

OWNER: [REDACTED]

OPERATOR'S NAME & ADDRESS: [REDACTED]  
Wellesley, MA

OPERATOR LICENSE NUMBER: [REDACTED]

PHONE NUMBER: [REDACTED]

OPERATOR'S EMPLOYER: [REDACTED] Roadhouse / Full time Student

NUMBER OF PEOPLE IN YOUR VEHICLE? [REDACTED] 1

IN OTHER VEHICLE? [REDACTED]

DATE AND TIME OF ACCIDENT: 10/2/13 7:45AM LOCATION OF ACCIDENT: Exit ramp 5B off 213 East

HOW FAST, AND ON WHAT STREET, WERE YOU TRAVELING? 25 to 30 495 North

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

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

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

WHAT POLICE DEPARTMENT INVESTIGATED THIS ACCIDENT? ✓ State trooper

NAME OF ANY OPERATOR GIVEN A CITATION: [REDACTED] stopped

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

#### OTHER VEHICLE

NAME AND ADDRESS OF OWNER:

PHONE NUMBER: [REDACTED]

NAME AND ADDRESS OF OPERATOR:

PHONE NUMBER: [REDACTED]

OPERATOR'S LICENSE NUMBER: [REDACTED]

PLATE NUMBER: [REDACTED]

DESCRIPTION OF VEHICLE:

YEAR

MAKE

COLOR

NAME OF INSURANCE CARRIER:

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

[REDACTED]

[REDACTED]

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

11/14/13  
DATE

[REDACTED]

From [REDACTED]

Claim # [REDACTED]

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

Rented fusion and Regan paid.

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

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

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

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

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

Nov 7<sup>th</sup>: I texted Ann and asked if any update.

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

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

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

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

2011 Ford Fusion Power Steer Failure | CarComplaints.com

Page 1 of 7

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

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

# POWER STEERING FAILURE

## 2011 FORD FUSION

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

[« BACK TO STEERING](#)[COMPLAINTS](#)[CRASH TESTS](#)[RECALLS \(1\)](#)

8.0

Pretty Bad

Typical Repair Cost:      Most Common Solutions:



CUSTOMER #: [REDACTED]

195766



## \*INVOICE\*

Conveniently located on Route 97

Exit 50 Just off 495

DUPLICATE 1  
PAGE 2P.O. Box B49 · Haverhill, MA 01831  
www.reganford.com  
Main #: 978-373-3878METHUEN, MA [REDACTED]  
HOME:  
BUS:CONT. N/A  
CELL [REDACTED]

SERVICE ADVISOR: 226 DAVID ROGERS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / DUT	TAG
MAROON	11	FORD FUSION	3FAHP0JA2BR [REDACTED]		13175/13175	T5511
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
IS 30SEP13 DD			12:00 30OCT13		0.00	CASH

R.Q. OPENED : READY OPTIONS: STK:U34894 ENG:2.5 Liter

14:50 30OCT13 15:49 06NOV13

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
064ej	wjrjc	d9h	dtc codes charging system ok check for damaged or worn suspension components all ok check with for voltage drop at steering rack powers and grounds both less than .3 volts replace steering rack per hotline contact perform pmi and measure and reset toe clear codes rereadtest for clear vision ok retest pass codes. M TIME FOR ACTUAL DIAG TIME CHECKING SUSPENSION AND ELECTRICAL CIRCUIT.				

\*\*\*\*\*

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

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

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

[REDACTED] SIGNED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

CUSTOMER #: [REDACTED]

195766



## \*INVOICE\*

Conveniently located on Route 97  
Exit 50 Just off 495P.O. Box 849 • Haverhill, MA 01831  
www.raganford.com  
Main #: 878-373-3878

PAGE 1

SERVICE ADVISOR: 226 DAVID ROGERS

METHUEN, MA  
HOME: [REDACTED]  
BUS: [REDACTED]CONT: N/A  
CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
MAROON	11	FORD FUSION	3FAHP0JA2BR [REDACTED]		13175/13175	T5511
DEL DATE	FROM DATE	WARR. EXP.	PROMISED	PO NO:	RATE	PAYMENT
IS 30SEP13 DE			17:00 30OCT13		0.00	CASH
A.O. OPENED	READY		OPTIONS: STK:U34894 ENG:2.5_Liter			05NOV13
14:50 30OCT13	08:33 05NOV13					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
A CUSTOMER STATES STEERING LOCKING UP WHILE DRIVING						
51 REMOVE AND REPLACE STEERING RACK AND ALIGN						
330 WF						(N/C)
1 AE5Z*3504*CE GEAR ASY - STEERING						(N/C)
CORE CHARGE W						(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE A:	0.00

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

\*\*\*\*\*

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

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



CUSTOMER #: [REDACTED]

195085

## \* INVOICE \*

## Collision &amp; Rental

P.O. Box 849

Haverhill, MA 01831

www.reganford.com

Direct # 1-800-225-7878

Collision Fax: 978-373-1921

Main #: 978-373-3878

PAGE 1

SERVICE ADVISOR: 907 MARY A WINNING

METHUEN, MA

HOME:

CONT: N/A

BUS:

CELL: [REDACTED]

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

09:39 17OCT13 14:48 30OCT13

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	REPAIR PER ESTIMATE						
	REE REPAIR PER ESTIMATE						
	13531-CB						
1	CAR/HERE MARK F						
1	AE5Z*17D957*BAPTM BUMPER ASY - FRONT				428.90	428.90	428.90
1	AE5Z*17E810*F GRILLE - BUMPER				100.98	100.98	100.98
1	AE5Z*17E810*CA GRILLE - BUMPER				19.23	19.23	19.23
1	AE5Z*17C947*C REINFORCEMENT				9.87	9.87	9.87
1	AE5Z*9200*C GRILLE - RADIATOR				224.83	224.83	224.83
1	9E5Z*13008*ACP HEADLAMP ASY				336.62	336.62	336.62
1	AE5Z*13200*C LAMP ASY - SIDE MARKER				16.23	16.23	16.23
1	6E5Z*15200*ACP REINFORCEMENT				87.65	87.65	87.65
1	AE5Z*16138*A FRONT END ASY				226.50	226.50	226.50
1	9E5Z*1007*BCP WHEEL ASY				383.38	383.38	383.38
1	AE5Z*8A080*C TANK ASY - RADIATOR OVERFLOW				64.32	64.32	64.32
1	AE5Z*16102*B SHIELD				84.77	84.77	84.77
1	9E5Z*16A023*A BRACE - FRONT FENDER				50.92	50.92	50.92
1	AE5Z*16005*A FENDER ASY - FRONT				217.47	217.47	217.47
1	BE5Z*16612*A HOOD ASY				741.00	741.00	741.00
1	AE5Z*16700*A LATCH ASY - HOOD				60.28	60.28	60.28
1	6E5Z*16796*A HINGE ASY - HOOD				24.43	24.43	24.43
1	6E5Z*16797*A HINGE ASY - HOOD				24.43	24.43	24.43
1	6H6Z*16K689*A STRIKER ASY - HOOD LOCK				29.30	29.30	29.30
1	9E5Z*16B990*A WEATHERSTRIP				57.28	57.28	57.28
1	7E5Z*13832*A HORN ASY				53.58	53.58	53.58
1	6E5Z*17618*A RESERVOIR - WATER				57.48	57.48	57.48
1	9E5Z*17A605*A HOSE - WINDSHIELD WASHER				31.51	31.51	31.51
1	XW4Z*8653*BA DECAL - RADIATOR FAN WARNING				5.15	5.15	5.15
1	VCO10*A2 ANTI-FREEZE				27.59	27.59	27.59
2	LABEL INFO LABEL				29.95	29.95	59.90
ORDER FAXED: 21OCT13 5-7 DAYS OUT							
1	9L3Z*1700*A KIT - VALVE				13.84	13.84	13.84
1	BB5Z*2078*B ARM ASY - FRONT SUSPENSION				126.35	126.35	126.35
SUBL SCOTT CAR CARE							

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

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

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

SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE:

CUSTOMER #: [REDACTED]

195085

## \*INVOICE\*

METHUEN, MA  
HOME: CONT: N/A  
BUS: CELL: [REDACTED]

PAGE 2

SERVICE ADVISOR: 907 MARY A WINNING



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Main #: 978-373-3878

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
MAROON	11	FORD FUSION	3FAHP0JA2BH [REDACTED]		13175/13175	TDORE
DEL DATE	PROD DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT
IS 30SEP13 DD			17:00 17OCT13		0.00	CASH

S.H.R.O OPENED BY READY TO: 09:39 17OCT13 14:48 30OCT13 OPTIONS: STK:U34894 ENG:2.5 Liter

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

\*\*\*\*\*PAINT PER ESTIMATE\*\*\*\*\*  
PPE PAINT PER ESTIMATE

360 CPNT	720.00	720.00
----------	--------	--------

## MISC PAINT AND MATERIALS

CMAT	450.00	450.00
------	--------	--------

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

## \*\*\*\*\*COMMERCE ORIG \$6455.15 SUPP \$372.19\*\*\*\*\*

\$372.19		
----------	--	--

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

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

DESCRIPTION	TOTAL
LABOR AMOUNT	2365.19
PARTS AMOUNT	3563.79
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	38.50
MISC. CHARGES	450.00
TOTAL CHARGES	5417.47
LESS INSURANCE	0.00
SALES TAX	250.87
PLEASE PAY THIS AMOUNT	5668.34



**REGAN COLLISION CENTER**

regancollision@gmail.com

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979

FAX: (978) 373-1921

Workfile ID:  
Federal ID:  
License Number:  
[REDACTED]**Estimate of Record****Customer:** [REDACTED]**Job Number:** [REDACTED]Written By: Commerce Insurance, Rich Kopaczynski #8334, 15601, 10/21/2013 2:13:34 PM  
Adjuster: Webster\_Main, (800) 221-1605 Business

Insured: [REDACTED]

Policy #: [REDACTED]

Claim #: [REDACTED]

Type of Loss: U - unknown

Date of Loss: 10/17/2013 1:00:00 PM

Days to Repair: 0

Point of Impact: 01 Right Front

**Owner:**

METHUEN, MA [REDACTED]

Business

**Inspection Location:**

REGAN COLLISION CENTER

501 BROADWAY

HAVERHILL, MA 01832

Repair Facility

(800) 235-7979 Business

**Insurance Company:**

COMMERCE INSURANCE

WEBSTER OFFICE

11 Gore Rd.

Webster, MA 01570

(800) 221-1605 Business

**VEHICLE**

Year: 2011

Body Style: 4D SED

VIN: 3FAHP0JA2BR [REDACTED]

Mileage In: 13175

Make: FORD

Engine: 4-2.5L-FI

License: [REDACTED]

Mileage Out:

Model: FUSION SEL

Production Date: 3/2011

State: MA

Vehicle Out:

Color: BURGUNDY Int:

Condition: Good

Job #:

**TRANSMISSION**

Automatic Transmission

**CONVENIENCE**

Air Conditioning

AM Radio

Hands Free Device

**POWER**

Power Steering

Intermittent Wipers

FM Radio

SEATS

Power Brakes

Tilt Wheel

Stereo

Bucket Seats

Power Windows

Cruise Control

Search/Seek

Leather Seats

Power Locks

Rear Defogger

CD Player

Heated Seats

Power Mirrors

Keyless Entry

Auxiliary Audio Connection

WHEELS

Heated Mirrors

Alarm

Satellite Radio

Aluminum/Alloy Wheels

Power Driver Seat

Message Center

Drivers Side Air Bag

PAINT

Power Passenger Seat

Steering Wheel Touch Controls

Passenger Air Bag

Clear Coat Paint

**DECOR**

Telescopic Wheel

Anti-Lock Brakes (4)

OTHER

Dual Mirrors

Climate Control

4 Wheel Disc Brakes

Fog Lamps

Tinted Glass

Home Link

Front Side Impact Air Bags

Traction Control

Head/Curtain Air Bags

Stability Control

Power Trunk/Gate Release

### Estimate of Record

**Customer:** [REDACTED]

**Job Number:**

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

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

### Estimate of Record

**Customer:** [REDACTED]

**Job Number:**

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

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

### Estimate of Record

**Customer:** [REDACTED]

**Job Number:**

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

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

### Estimate of Record

**Customer: DORE, PATRICIA**

**Job Number:**

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

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

#### **ESTIMATE TOTALS**

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

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

All work is warrantied for 12 months or 12000 miles.

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

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

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

## Estimate of Record

Customer: [REDACTED]

Job Number:

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

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

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

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

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

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

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

**Estimate of Record**

---

**Customer:** [REDACTED]

**Job Number:**

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

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

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**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

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



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

## REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

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

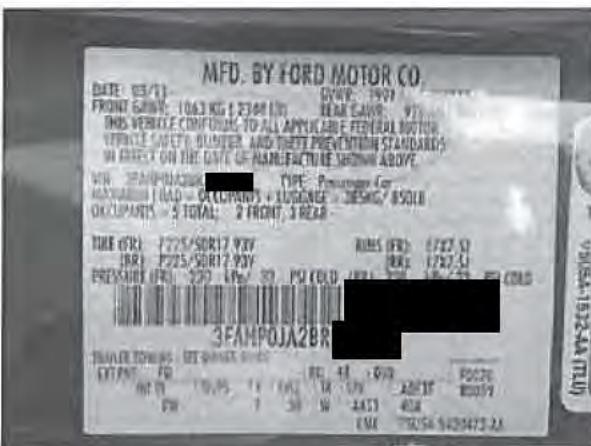
### Image Report

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehicle Out:
Job Number:	[REDACTED]	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BP[REDACTED]	Condition: Good



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

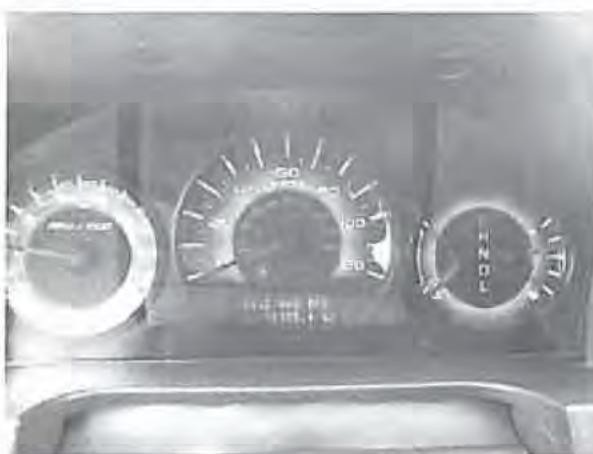
**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehicle Out:
Job Number:		Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR [REDACTED]	Condition: Good



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehide Out:
Job Number:	[REDACTED]	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR[REDACTED]	Condition: Good



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

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



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

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



10/17/2013 E01

Comments:



10/17/2013 E01

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**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehide Out:
Job Number:	[REDACTED]	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR [REDACTED]	Condition: Good



10/18/2013 E01

Comments:



10/18/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehicle Out:
Job Number:		Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR[REDACTED]	Condition: Good



10/18/2013 E01

Comments:



10/18/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

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



10/18/2013 E01

Comments:



10/18/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	Wayne King	Vehicle Out:
Job Number:	[REDACTED]	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR[REDACTED]	Condition: Good



10/18/2013 E01

Comments:



10/18/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

## REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

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

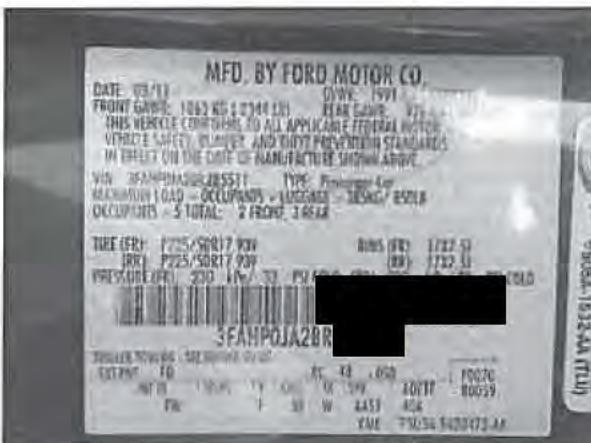
### Image Report

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHPOJA2BR[REDACTED]	Condition: Good



10/17/2013 E01

Comments:



10/17/2013 E01

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR [REDACTED]	Condition: Good



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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/17/2013 E01

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**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
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10/17/2013 E01

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**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehicle Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
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10/17/2013 E01

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehicle Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
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10/18/2013 E01

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10/18/2013 E01

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
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10/18/2013 E01

Comments:



10/18/2013 E01

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## REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

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

### Image Report

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
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Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/18/2013 E01

Comments:



10/18/2013 E01

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**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/18/2013 E01

Comments:



10/18/2013 E01

Comments:

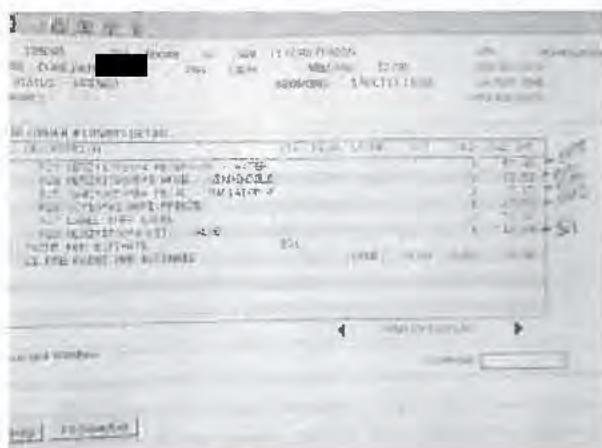
## REGAN COLLISION CENTER

501 BROADWAY, HAVERHILL, MA 01832

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

### Image Report

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/28/2013 501

Comments:



10/28/2013 501

Comments:

**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/28/2013 S01

Comments:



10/28/2013 S01

Comments:

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501 BROADWAY, HAVERHILL, MA 01832

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

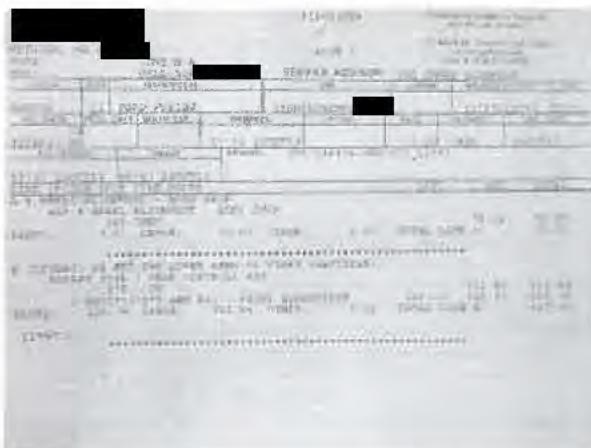
**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/28/2013 S01

Comments:



10/28/2013 S01

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501 BROADWAY, HAVERHILL, MA 01832

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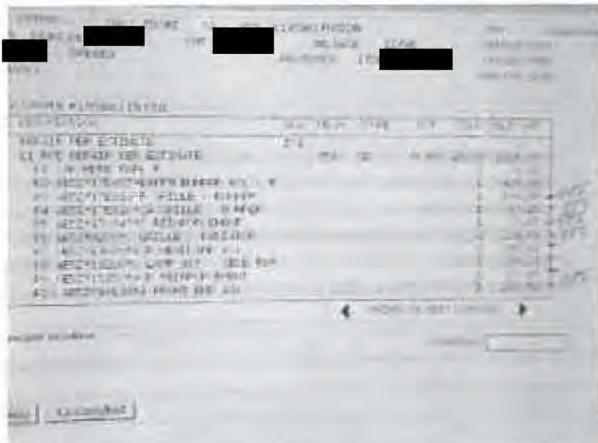
## Image Report

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehide Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Engine:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/28/2013 S01

Comments:



10/28/2013 S01

Comments:

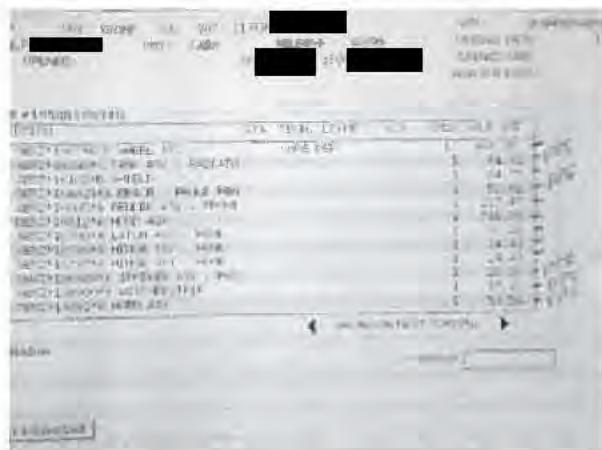
**REGAN COLLISION CENTER**

501 BROADWAY, HAVERHILL, MA 01832

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

**Image Report**

Owner:	[REDACTED]	Insurance:	COMMERCE	Estimator:	BRIAN MERRITT	Vehicle Out:
Job Number:	195085	Claim Number:	[REDACTED]			
Year:	2011	Color:	BURGUNDY	License Plate:	[REDACTED]	Production Date: 3/1/2011
Make:	FORD	Body Style:	4D SED	State:	MA	Mileage In: 13,175
Model:	FUSION SEL	Englne:	4-2.5L-FI	VIN:	3FAHP0JA2BR[REDACTED]	Condition: Good



10/28/2013 501

Comments:

**REGAN COLLISION CENTER**[regancollision@gmail.com](mailto:regancollision@gmail.com)

501 BROADWAY, HAVERHILL, MA 01832

Phone: (800) 235-7979

FAX: (978) 373-1921

Workfile ID:

Federal ID:

License Number:

3c3243b8

020658907

**Supplement of Record 1 with Summary****Customer:** [REDACTED]**Job Number:** 195085

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

Adjuster: Webster\_Main, (800) 221-1605 Business

Insured: [REDACTED]

Policy #: [REDACTED]

Claim #: [REDACTED]

Type of Loss: U - unknown

Date of Loss: 10/17/2013 1:00:00 PM

Days to Repair: 0

Point of Impact: 01 Right Front

**Owner:** [REDACTED]**Inspection Location:****Insurance Company:**

REGAN COLLISION CENTER

COMMERCE INSURANCE

501 BROADWAY

WEBSTER OFFICE

HAVERHILL, MA 01832

11 Gore Rd.

Repair Facility

Webster, MA 01570

(800) 235-7979 Business

(800) 221-1605 Business

**VEHICLE**

Year: 2011

Body Style: 4D SED

VIN: 3FAHP0JA2BR

Mileage In: 13175

Make: FORD

Engine: 4-2.5L-FI

License: [REDACTED]

Mileage Out:

Model: FUSION SEL

Production Date: 3/2011

State: MA

Vehicle Out:

Color: BURGUNDY Int:

Condition: Good

Job #: 195085

**TRANSMISSION**

Automatic Transmission

**CONVENIENCE**

AM Radio

Hands Free Device

**POWER**

Power Steering

Air Conditioning

FM Radio

**SEATS**

Power Brakes

Intermittent Wipers

Stereo

Bucket Seats

Power Windows

Tilt Wheel

Search/Seek

Leather Seats

Power Locks

Cruise Control

CD Player

Heated Seats

Power Mirrors

Rear Defogger

Auxiliary Audio Connection

**WHEELS**

Heated Mirrors

Keyless Entry

Satellite Radio

Aluminum/Alloy Wheels

Power Driver Seat

Alarm

Drivers Side Air Bag

Clear Coat Paint

Power Passenger Seat

Message Center

Passenger Air Bag

**OTHER****DECOR**

Steering Wheel Touch Controls

Anti-Lock Brakes (4)

Fog Lamps

Dual Mirrors

Telescopic Wheel

4 Wheel Disc Brakes

Traction Control

Tinted Glass

Climate Control

Front Side Impact Air Bags

Stability Control

Home Link

Head/Curtain Air Bags

Power Trunk/Gate Release

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number: 195085**

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

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2		O/H front bumper			2.7		
3	Repl	Bumper cover	AE5Z17D957BAPTM	1	428.90	Incl.	2.6
4		Add for Clear Coat			1.0		
5		Add for fog lamps			0.4		
6	*	S01 Repl RT Bezel w/SEL model NOTE: PPI Only. Invoice on file.	AE5Z17E810F	1	100.98	Incl.	
7	*	S01 Repl RT Insert panel w/SEL model NOTE: PPI Only. Invoice on file.	AE5Z17E810CA	1	19.23	Incl.	
8	R&I	Valance					
9	*	S01 Repl RT Side retainer NOTE: PPI Only. Invoice on file.	AE5Z17C947C	1	9.87	Incl.	
10	R&I	License bracket			0.2		
11	R&I	Impact bar (UHS)			0.4		
12		<b>GRILLE</b>					
13	*	R&I Emblem			0.1		
14	*	S01 Repl Upper grille chrome w/o SPORT NOTE: PHOTOS RT SIDE CRACKED ===== PPI Only. Invoice on file.	AE5Z8200C	1	224.83	0.1	
15	*	R&I Lower grille chrome w/o SPORT			0.1		
16	*	R&I Center grille chrome w/o SPORT			0.2		
17	R&I	R&I mounting panel				Incl.	
18		<b>FRONT LAMPS</b>					
19		Repl RT Headlamp assy	9E5Z13008A	1	336.63	Incl.	
20		Aim headlamps			0.5		
21	R&I	LT Headlamp assy				Incl.	
22	*	S01 Repl RT Side marker lamp NOTE: Price correction. Invoice on file.	AE5Z13200C	1	16.23	Incl.	
23	R&I	LT Side marker lamp				Incl.	
24		Repl RT Fog lamp assy	6E5Z15200A	1	87.66	Incl.	
25		Aim fog lamps			0.3		
26	R&I	LT Fog lamp assy				Incl.	
27		<b>FRONT SUSPENSION</b>					
28	S01	Repl RT Rr lwr cnd arm NOTE: PARTS: Order by application. LABOR: Time is after lower cover and splash shields are removed. Time includes disconnecting steering shaft and lowering engine cradle to gain access to rear lower control arm bolt. Time is not included with suspension R&I or overhaul.	BE5Z307BB	1	126.35 m	3.1	
29		<b>RADIATOR SUPPORT</b>					
30		R&I Lower deflector				Incl.	
31	*	S01 Repl Radiator support w/2.5, 3.0 Liter NOTE: PHOTOS =====	AE5Z16138A	1	226.50	4.0	

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number: 195085**

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

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

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number:** 195085

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

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

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number:** 195085

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

PHOTOS						
83			Overlap Major Adj. Panel			-0.4
84			Add for Clear Coat			0.4
85		R&I	RT Belt w/strip black			0.3
86	*	R&I	RT Door w/strip			0.2
			NOTE: PARTAILLY			
87	*	Rpr	RT Applique			0.3
			NOTE: DETAIL MASK			
88	*	R&I	RT Mirror assy w/o heat			0.5
89		R&I	RT Run channel			0.2
90		R&I	RT Door glass FORD			0.6
91		R&I	RT Handle, outside			0.4
92		R&I	RT R&I trim panel			0.5
93	#	Rpr	UNIBODY SETUP & MEASURE			2.0
94	#	Rpr	PULL UNIBODY SIDE SWAY			1.0 F
95	#	Rpr	Pinch welds after pull			0.5
96	#	Subl	4 WHEEL ALIGNMENT	1	75.00 X	
97	#	Subl	BAL WHEEL (s)	1	10.00 X	
			NOTE: RT FRONT			
98	#	Rpr	Collision access time			0.5
99	#	S01	Repl Antifreeze	1	27.59 T	
			NOTE: PPI Only. Invoice on file. Manufacturer specific coolant.			
100	#	Repl	Flex additive	1	12.00 T	
101	#		Mask Jambs	1	3.00 X	0.5
102	#		Mask Jambs for primer	1	3.00 X	0.5
103	#		Cover car for primer	1	X	0.2
104	#	Rpr	Tint for color match			0.5
105	#	Repl	Undercoating/Rustproofing	1	10.00 T	0.3
106	#	Rpr	de-nib and polish			1.2
107	#	Rpr	Detail for delivery			1.0
108	#	Rpr	Battery Disconnect/reconnect			0.2
109	#	Rpr	Program electronics			0.3
110	#	Repl	Anticorrosive/Apoxy Primers	1	10.00 T	
111	#	Rpr	Repair wiring			1.0
			NOTE: PHOTOS			
112	#	Repl	Anticorrosive/Apoxy Primers	1	10.00 T	
113	#	Rpr	Road test/Safety check			0.5
			NOTE: CUST STATES STEERING LOCKED THEN FREED UP			
114	#		Cover car for Overspray	1	5.00 X	
115	#	Repl	ADD P&M @ 7.00 PER HR X 18.0 HRS	1	126.00	1
116	#		MISC HARDWARE	1	8.00	
117	#		VISABLE DAMAGES ONLY	1		
118	<b>INFORMATION LABELS</b>					
119	*	S01	Repl Fan label	XW4Z8653BA	1	5.15
						0.2

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number:** 195085

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

NOTE: PPI Only.Invoice on file.

120 #	Repl	EMISSIONS LABEL	1	30.00	0.1
121 #	Repl	AC LABEL	1	15.00	0.1
<b>SUBTOTALS</b>			<b>3,858.41</b>	<b>42.2</b>	<b>18.0</b>

**ESTIMATE TOTALS**

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

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number:** 195085

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

**SUPPLEMENT SUMMARY**

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

### Supplement of Record 1 with Summary

**Customer:** [REDACTED]

**Job Number:** 195085

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

NOTE: PHOTOS =====							
Price correction. Invoice on file.							
62		Repl	LT Hinge	6E5Z16797A	1	-25.33	-0.3
NOTE: PHOTOS =====							
67	*	S01	Repl	LT Hinge	6E5Z16797A	1	<u>24.43</u>
NOTE: PHOTOS =====							
64		Repl	Striker	6H6Z16K689A	1	-28.85	Incl.
NOTE: PULLED DOWNWARD =====							
69	*	S01	Repl	Striker	6H6Z16K689A	1	<u>29.30</u>
NOTE: PULLED DOWNWARD =====							
65		Repl	Front w'strip	9E5Z16B990A	1	-51.17	Incl.
NOTE: PHOTOS TORN =====							
70	*	S01	Repl	Front w'strip	9E5Z16B990A	1	<u>57.28</u>
NOTE: PHOTOS TORN =====							
68		Repl	Horn	7E5Z13832A	1	-52.20	-0.2
NOTE: PHOTOS =====							
73	*	S01	Repl	Horn	7E5Z13832A	1	<u>53.58</u>
NOTE: PHOTOS =====							
71		Repl	Reservoir assy	6E5Z17618A	1	-56.00	-0.5
77	*	S01	Repl	Reservoir assy	6E5Z17618A	1	<u>57.48</u>
NOTE: PPI Only.Invoice on file. =====							
74		Repl	Washer hose	9E5Z17A605A	1	-30.69	
NOTE: CUT =====							
80	*	S01	Repl	Washer hose	9E5Z17A605A	1	<u>31.51</u>
NOTE: CUT =====							
93	#	Repl	Antifreeze		1	-10.00	T
99	#	S01	Repl	Antifreeze	1	27.59	T
NOTE: PPI Only.Invoice on file. Manufacturer specific coolant. =====							
113		Repl	Fan label	XW4Z8653BA	1	-4.65	-0.2
119	*	S01	Repl	Fan label	XW4Z8653BA	1	<u>5.15</u>
NOTE: PPI Only.Invoice on file. =====							

#### **Added Items**

27 FRONT SUSPENSION

## Supplement of Record 1 with Summary

**Customer:** [REDACTED]

**Job Number:** 195085

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

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

### TOTALS SUMMARY

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

### CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	6,455.15	Commerce Insurance, Rich Kopaczynski #8334
Supplement S01	372.19	BRIAN MERRITT
<b>Job Total:</b>	<b>\$ 6,827.34</b>	
<b>INSURANCE PAY:</b>	<b>\$ 6,827.34</b>	

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

All work is warrantied for 12 months or 12000 miles.

**Supplement of Record 1 with Summary**

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**Customer:** [REDACTED]

**Job Number: 195085**

Vehicle: 2011 FORD FUSION SEL 4D SED 4-2.5L-F1 BURGUNDY

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

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

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

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

## Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: 195085

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

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

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

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

**SYMBOLS FOLLOWING PART PRICE:**

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

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

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

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

**Supplement of Record 1 with Summary**

**Customer:** [REDACTED]

**Job Number: 195085**

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

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

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## Claim Payment Detail Listing

Loss# HMTN76	Claim# [REDACTED]	Claim Symbol
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TOTAL INDEMNITY PAID TO DATE:  
TOTAL EXPENSES PAID TO DATE:

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

From:

01/24/2014 15:06

#310 P.001/002

**ELG***The Erskine Law Group, P.C.*342 S. Main St. • Rochester, Michigan • 48307  
Tel (248) 601-4499 • Fax (248) 601-4497  
[www.erskinelawgroup.com](http://www.erskinelawgroup.com)

January 24, 2014

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

Dear [REDACTED]

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

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

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

10. What was the city and state of occurrence? Methuen MA
11. The 17 digit vehicle identification number: 3FAHJ0JA2B
12. What was the mileage at time of occurrence? 13,175
13. What is the alleged defect? Steering wheel column freeze up
14. Has the alleged defective part been repaired or replaced? (circle one) Yes or No

From:

01/24/2014 15:07

#310 P.002/002

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

Metuchen, NJ

16. List all after market additions or modifications that were made to the vehicle: See attached dealer invoice.17. Were the keys in the ignition? (circle one)  Yes or No Vehicle was being driven18. Was the engine running? (circle one)  Yes or No

19. Was this vehicle purchased new or used?

If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: Used, 3 weeks prior to loss, Regal Ford #800235 - 7979  
Contact Wayne King + Kenny Mags.

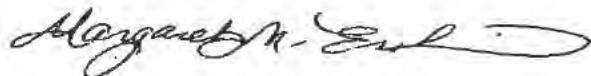
Once you have compiled the requested information regarding this matter, please send it to the address above. If you prefer to send the information electronically, you can e-mail it to me at merskine@erskinelawgroup.com. Once we are in receipt of the requested information, it will be reviewed and you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

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

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

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

Very truly yours,



Maggie Mason Erskine

12-12-2013 Webster, MA

Commonwealth of Massachusetts  
Motor Vehicle Crash  
Police Report

PW [REDACTED]

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

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

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

Operator/Non-Motorist/Occupant Information:

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

12-12-2013 Webster, MA

Crash Information:

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

Crash Diagram:

See Attached

Crash Narrative:

See Attached

Witnesses:

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

Property Damage:

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

Police Officer Name R. DANIEL O'BRIEN

Police Agency Name STATE POLICE

Page 2 of 2

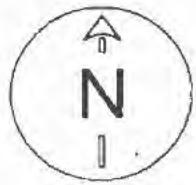
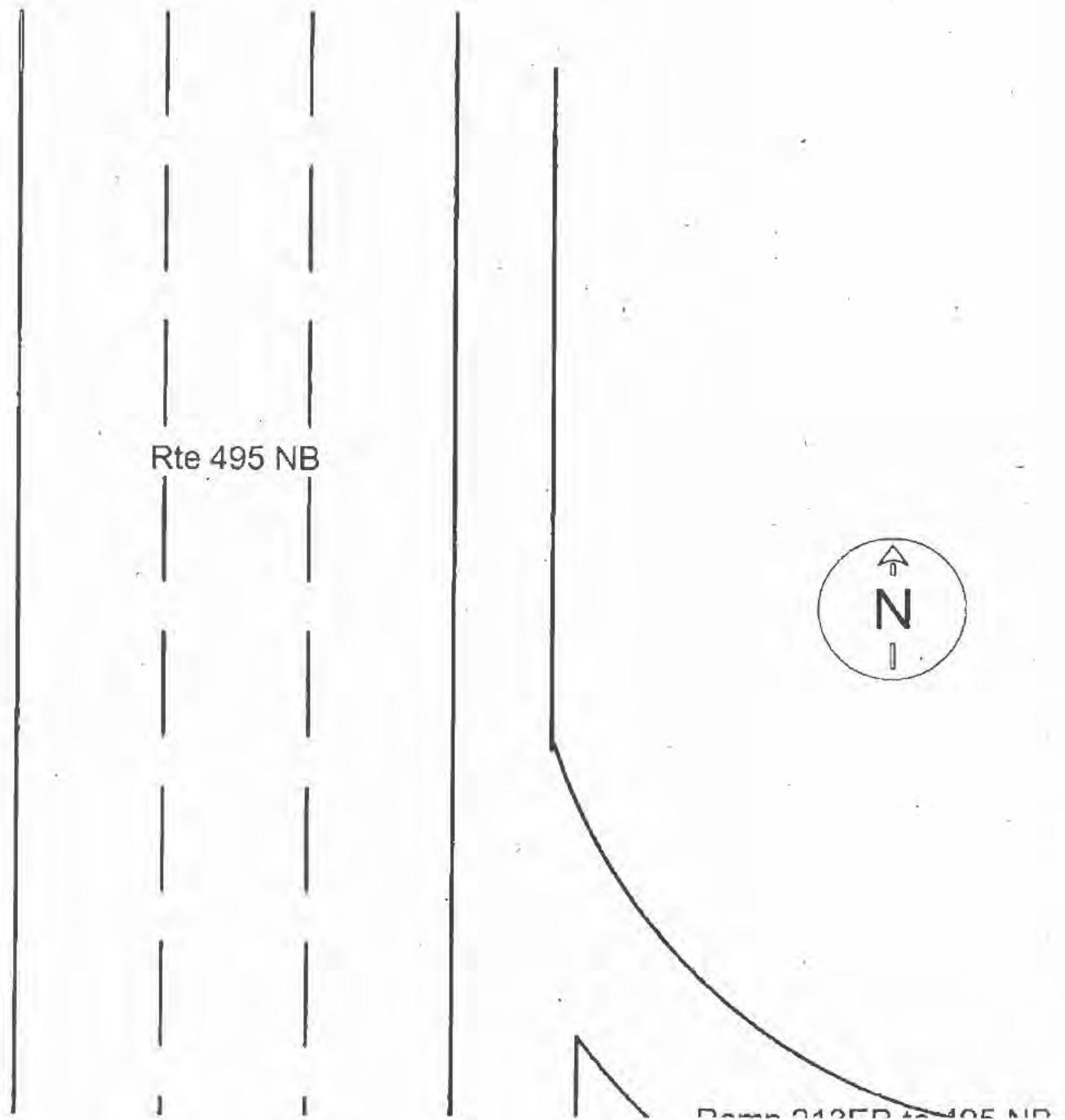
12-12-2013 Webster, MA

Police Report Crash Diagram

Crash City/Town: METHUEN

Crash Date: 10/17/2013

Document Number: [REDACTED]



12-12-2013 Webster MA

Police Report Crash Narrative

Crash City/Town: METHUEN

Crash Date: 10/17/2013

Document Number: [REDACTED]

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



## Adjuster View

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

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

## Source Information

Source: INS Named Insured

Date Stamp Date: 10/17/2013

Method of Receipt: Phone

Source Details:

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

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

## Loss Information

Date of Loss: 10/17/2013

Employee Claim: No

Time of Loss: 07:40:48 AM

Authorities: mass state police

Loss Description: 003 Single vehicle collision

Phone #:

Report #: none

OfficerName/BadgeNumber:

Citation: none

Terrorist Act Code:

Loss Location:

213 exit to go to 495 north METHUEN MA

Cause: Collision

Catastrophe Code:

Catastrophe Severity:

Consequence:

OTA Damage Description:

## Number of Impacts:

### Loss Details Desc:

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

## Policy Information

Company/System: CIC AS400

Risk #: 01

Policy #: [REDACTED]

## Insured Vehicle Information

Year/Make/Model: 2011 FORD FUSION S

Risk on Policy:

Plate: [REDACTED]

Vehicle Location:

State: ma

REgan ford 501 broadway

Color: red

HAVERHILL MA 01832

POI: p/s front

Phone #: +1(978)686-3024

VIN: 3FAHP0JA2BR [REDACTED]

Lien Same as on Dec?:

Car Seat?:

If no, who?:

Damage Description:

p/s front



## Coverage Information

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

Deductible: 1000  
 Endorsements: CIC-2114

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

## Insured Parties

### Insured's:

METHUEN MA  
 Primary Phone: [REDACTED]  
 Add'l Phone #: [REDACTED]

Minor: No  
 Gender:  
 DOB:  
 LIC #:  
 SSN:  
 Email: [REDACTED]

No email:

### Insured Attorney

Assistant Name:  
 Email:  
 Phone:

### Insd Vehicle Owner

MA  
 Primary Phone: [REDACTED]  
 Add'l Phone #: [REDACTED]

Minor: No  
 Gender:  
 DOB:  
 LIC #:  
 SSN:  
 Email: [REDACTED]  
 No email:

### Vehicle Owner Attorney

Assistant Name:  
 Email:  
 Phone:

### Driver Information

METHUEN MA  
 Primary Phone:  
 Add'l Phone #:

Minor: No  
 Gender:  
 DOB: [REDACTED]  
 LIC #: [REDACTED]  
 SSN: [REDACTED]  
 Email:  
 No email:

### Driver Attorney

Assistant Name:  
 Email:  
 Phone:



## Permanent Notes

The sign was knocked over but police didnt' take a report. ; Note added by hnichol on 10/17/2013 9:23:30 AM ----- no inj/wit/pass; Note added by hnichol on 10/17/2013 9:23:17 AM ----- Per Patricia they just bought the IV 3 weeks ago from Regan Ford. She is going to have the steering wheel checked out by them. ; Note added by hnichol on 10/17/2013 9:19:35 AM ----- Incident Created by Nicholson Heidi on 10/17/2013 9:10:49 AM -----



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

### SUPPLEMENTAL REPORT OF INSURED OPERATOR

#### INSURED'S VEHICLE

OWNER: [REDACTED]

OPERATOR'S NAME & ADDRESS: [REDACTED]  
Wellesley, MA

OPERATOR LICENSE NUMBER: [REDACTED]

PHONE NUMBER: [REDACTED]

OPERATOR'S EMPLOYER: [REDACTED]

Full time student

NUMBER OF PEOPLE IN YOUR VEHICLE? [REDACTED]

IN OTHER VEHICLE?

DATE AND TIME OF ACCIDENT: 10/2/13 7:49AM

LOCATION OF ACCIDENT: Exit ramp 58 off 495 North 213 Eas

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

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

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

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

WHAT POLICE DEPARTMENT INVESTIGATED THIS ACCIDENT? State trooper

NAME OF ANY OPERATOR GIVEN A CITATION: [REDACTED]

PLEASE EXPLAIN IF FAULTY CONDITION OF EITHER CAR CAUSED ACCIDENT:  
In the circumstances I was going to merge onto 495

#### OTHER VEHICLE

NAME AND ADDRESS OF OWNER:

PHONE NUMBER: [REDACTED]

NAME AND ADDRESS OF OPERATOR:

PHONE NUMBER: [REDACTED]

OPERATOR'S LICENSE NUMBER: [REDACTED]

PLATE NUMBER: [REDACTED]

DESCRIPTION OF VEHICLE:

YEAR

MAKE

COLOR

NAME OF INSURANCE CARRIER:

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

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

11/14/13  
DATE

(Signature/Title) [REDACTED]

From [REDACTED]

Claim # [REDACTED]

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

Rented fusion and Regan paid.

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

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

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

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

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

Nov 7<sup>th</sup>: I texted Ann and asked if any update.

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

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

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

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

**Malaney, Linda (L.)**

---

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

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

NOV 05 2013

OFFICE OF THE,  
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

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

This has been assigned to Marquis Morris

\*\*\*Note to Dealer\*\*\*

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

**\*\*\*NOTE: SEND AUTHORIZATION REQUEST TO [FORDCALP@FORD.COM](mailto:FORDCALP@FORD.COM)\*\*\***

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

**From:** DCPFORM, FMCDDealer (.)  
**Sent:** Monday, November 04, 2013 10:31 AM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** [kcmeharg@gmail.com](mailto:kcmeharg@gmail.com)  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Regan Ford Inc

**Requesting Dealer Fleet:** REGAN FORD

**PA Code:** 08913

**Contact Person:** KENNY MEHARG

**Title:** SERVICE MANAGER

**Phone Number:** 978-373-3878

**Fax Number:** 978-374-9505

**Email:** [kcmeharg@gmail.com](mailto:kcmeharg@gmail.com)

**Region:** BOSTON

**Address:** 501 BROADWAY

**City:** HAVERHILL

**State:** Massachusetts

**Zip Code:** 01876

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 04-20-2011

**Vehicle Year:** 2011

**Vehicle Model:** FUSION

**Vehicle VIN:** 3FAHP0JA2BR [REDACTED]

**Mileage:** 13175

**Customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** METHUEN

**State :** Massachusetts

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** BOSTON

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2013-10-17

**County incident occurred:** ESSEX

Is customer alleging a component defect CAUSED the incident? YES

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

Was a police report filed? YES

**Details :**

Has the insurance company been contacted? YES

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

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

**Coach builder:** NO

**City :**

**State :**

**Zip Code :**

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

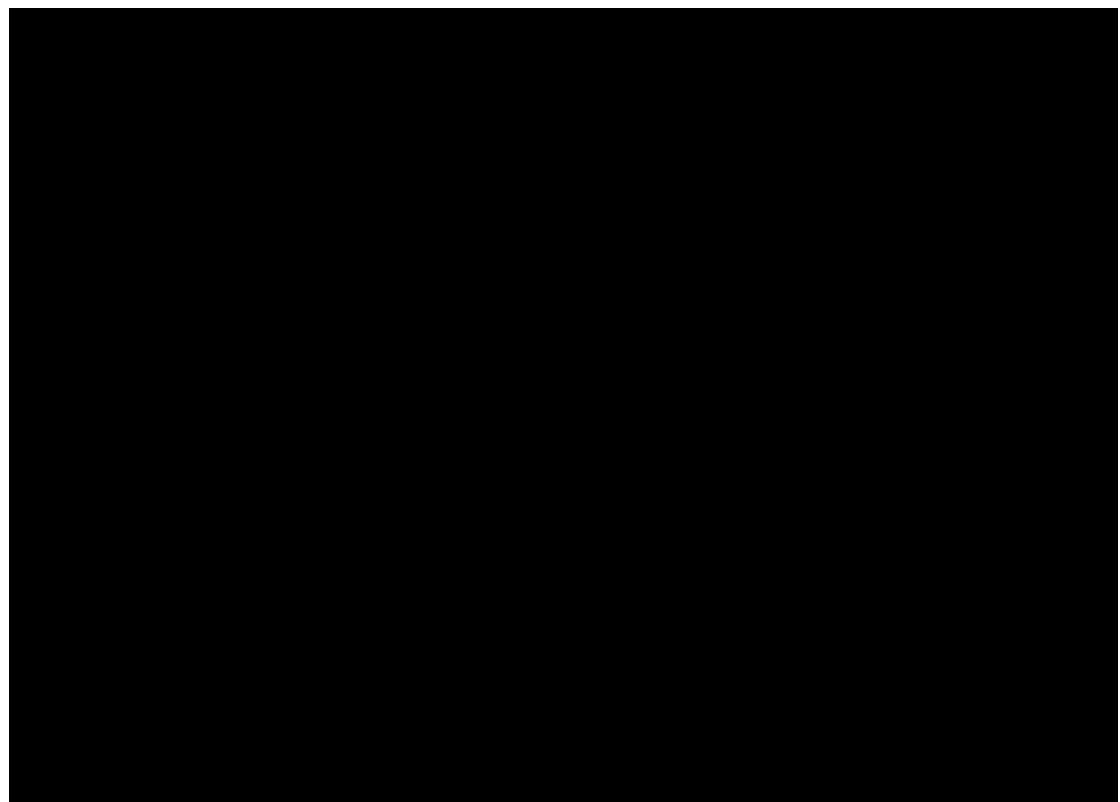
**Attorney information:**

**CVO Contact:**

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

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

Copyright 2013 Ford Motor Company



FCSDDFROGC

Page 1 of 3

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

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

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

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

**DEALER INFORMATION**

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

**CUSTOMER/VEHICLE INFORMATION**

WSD:	03/18/2011
Vehicle Year:	2011

OGC

11/16/2011

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

**Thank You**

**RT Savoy**

**Service Manager**

**Central Florida Lincoln**

FCSDDFROGC

Page 2 of 3

Vehicle Model:	Fusion
Vehicle VIN:	3FAHPOJG1BR [REDACTED]
Mileage:	14501
Customer/Fleet Name:	[REDACTED]
Street Address:	[REDACTED]
City:	Orlando
State:	Florida
Work Phone:	[REDACTED]
Region:	Orlando

**DETAILS OF INCIDENT**

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

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

Incident Involves:

Accident  Fire  Injury  Medical Attention Sought

Date of Incident:

10/15/2011

County in which incident  
occurred:

Orange

Is customer alleging a  
component defect CAUSED the  
incident?

Yes  No

If yes, what type &amp; details:

power steering Failure

If no, refer to Escalated Concern  
Handling section of the Customer  
Handling Roadmap

Was a police report filed?

Yes  No

If yes, where:

Has the insurance company been  
contacted?

Yes  No

FCSDDFROGC

Page 3 of 3

What did the insurance company advise?

Self Insured

Name and phone number of owner's insurance company & agent's name:

If the vehicle is a conversion unit, who is the coach builder?

City:

State:

Zip Code:

Vehicle Location:

Currently sitting at: Central Florida Lincoln Lincoln of Orlando

Attorney Information (if applicable):

CVO Contact (if applicable - Fleet Only):

Mr. Vince Meekstroth (407-447-2471)

### **RESOLUTION THAT CUSTOMER IS SEEKING:**

seeking answers to weather there was a steering failure and if that could have contributed to the accident. Enterprise RAC customer states that a sudden loss of P/Steering caused renter to hit a curb.

### **COMMENTS:**

FCSDDFROGC

Page 1 of 3

**IMPORTANT - DO NOT PERFORM REPAIRS UNTIL  
TOLD!**

**De:****\*\*\*Note: t**

*Alma  
Bindra  
meets w/PL*

**For OGC Review**

**all and Fleet vehicles\*\*\***

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

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

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

**DEALER INFORMATION**

Dealership/Fleet Name:

Central Florida Lincoln

Requesting Dealer/Fleet:

Central Florida Lincoln

P&amp;A Code:

10021

Contact Person:

Roland Savoy

Title:

Service Manager

Phone Number:

407-841-4550

Fax Number:

407-650-1779

Email Address:

rsavoy@dagmail.com

Region:

Orlando

Address:

2055 West Colonial Drive

City:

Orlando

State:

Florida

Zip Code:

32804

**CUSTOMER/VEHICLE INFORMATION**

WSD:

03/18/2011

Vehicle Year:

2011

FCSDDFROGC

Page 2 of 3

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

**DETAILS OF INCIDENT**

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

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

Incident Involves:

Accident  Fire  Injury  Medical Attention Sought

Date of Incident:

10/15/2011 County in which incident  
occurred:Orange Is customer alleging a  
component defect CAUSED the  
incident?

Yes  No

If yes, what type &amp; details:

power steering Failure

If no, refer to Escalated Concern  
Handling section of the Customer  
Handling Roadmap

Was a police report filed?

Yes  No

If yes, where:

Has the insurance company been  
contacted?

Yes  No

FCSDDFROGC

Page 3 of 3

What did the insurance company advise?

Self Insured

Name and phone number of owner's insurance company & agent's name:

If the vehicle is a conversion unit, who is the coach builder?

City:

State:

Zip Code:

Vehicle Location:

Currently sitting at: Central Florida Lincoln Lincoln of Orlando

Attorney Information (if applicable):

CVO Contact (if applicable - Fleet Only):

Mr. Vince Meekstroth (407-447-2471)

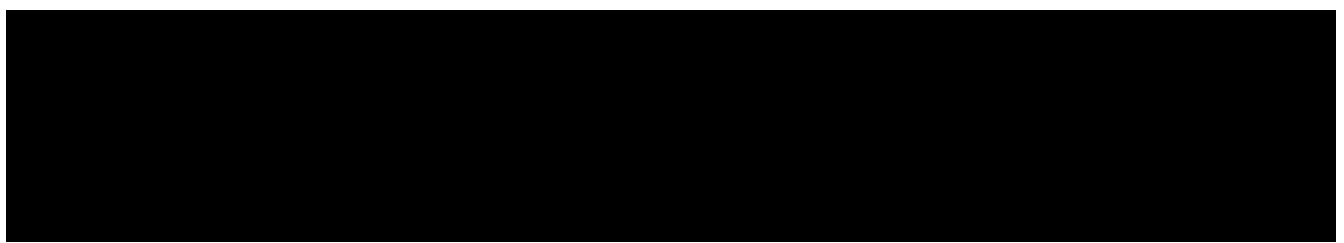
### RESOLUTION THAT CUSTOMER IS SEEKING:

seeking answers to weather there was a steering failure and if that could have contributed to the accident. Enterprise RAC customer states that a sudden loss of P/Steering caused renter

### COMMENTS:

**Submit Request**

Powered by: InfoPath Forms Services



June 22, 2013

Ford Motor Companies  
PO Box 70  
Dearborn MI 48121-0070

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

RECEIVED  
7-1-13 Je

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

To Whom It May Concern:

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

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

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

Sincerely,



Tim Miller  
Claim Representative  
(855) 827-8799

State Farm Mutual Automobile Insurance Company

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JUL 02 2013

OFFICE OF THE  
GENERAL COUNSEL



**Facsimile Cover Sheet**  
**Carátula de facsímil**

**Confidential Business**  
**Confidencial Empresarial**

**State Farm®**

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

**Mike Ohly**

**October 10, 2013**

To / A

Date / Fecha

Office/Address / Oficina/Dirección

3

Telephone number / Número de teléfono

Fax number / Número de fax

Total pages / Cantidad de páginas

Insured / Asegurado(a)

Claim number / Número de reclamo

Policy number / Número de póliza

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**Doug Flesher**

From / De

Office/Address/Location / Oficina/Dirección/Lugar

Telephone number / Número de teléfono

Fax number / Número de fax

**Message / Mensaje**

**From:** 3097357042, **Subject:** [REDACTED]

**TXT:** "Mike - can you give me a status on this claim? I also sent you transcribed stmts on a couple of other claims. Status on those?"

Providing Insurance and Financial Services  
Home Office, Bloomington, IL



August 12, 2013

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

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

RE: Claim Number: [REDACTED]  
Our Insured:  
Date of Loss: May 27, 2013  
Your Insured: Ford Motor Company  
  
Insured's Deductible: \$500.00  
Total Amount Due: \$2,354.51  
Location of Loss: Conway, AR

Maggie Mason Erskine:

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

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

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

[REDACTED]  
Page 2  
August 12, 2013

Sincerely,

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

State Farm Mutual Automobile Insurance Company

Enclosure

August 12, 2013

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

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

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[REDACTED]  
Page 2  
August 12, 2013

Sincerely,

*D Flesher / DM*

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

State Farm Mutual Automobile Insurance Company

Enclosure



RBZ0006Z  
State Farm Mutual Automobile Insurance Company

## Auto Payments by COL

Route To: Doug Flesher

### BASIC CLAIM INFORMATION

Claim Number: [REDACTED]

Date of Loss: 05-27-2013

Policy Number: [REDACTED]

Named Insured: [REDACTED]

### 403 - COLL

C denotes consolidated payment

E denotes EFT payment

P previously converted payment from CAT/CMR

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

### 501 - RENT

C denotes consolidated payment

E denotes EFT payment

P previously converted payment from CAT/CMR

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



RBZ000MD  
State Farm Mutual Automobile Insurance Company

## Auto Rental Bills

Route To: Doug Flesher

### BASIC CLAIM INFORMATION

Claim Number: [REDACTED]

Date of Loss: 05-27-2013

Policy Number: [REDACTED]

Named Insured: [REDACTED]

FOREMAN, JERRY

### BILL SUMMARY

#### Bill Information

Invoice Number: [REDACTED]

Rental Vendor: ENTERPRISE RENT-A-CAR

Insured Name: [REDACTED]

Renter Name: [REDACTED]

Rental Start Date: 05-30-2013

Renter End Date: 06-17-2013

Claim Number: [REDACTED]

Date of Loss: 05-27-2013

Received From Renter: \$279.57

Billed To Others:

Amount Due: \$500.00

Amount Paid To Date: \$500.00

#### Current Bill Status

Primary Status

Reviewed

Primary Reason(s)

Secondary Status

Paid

Secondary Reason(s)

#### Vehicle Information

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

#### Invoice Details

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

Date: 08-12-2013

Page 1

FOR INTERNAL STATE FARM USE ONLY

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

PE14-030 000175LC

From:

08/01/2013 13:55

#273 P.001/002

ELG

The Erskine Law Group, P.C.

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

August 1, 2013

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

Via Facsimile  
888-309-8608

Re: Your Insured: [REDACTED]  
Claim No. [REDACTED]  
DOL: 05/27/2013

Dear Mr. Miller:

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

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

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

10. What was the city and state of occurrence? Conway, AR
11. The 17 digit vehicle identification number: 3FAHP0G45CR [REDACTED]
12. What was the mileage at time of occurrence? 20 819
13. What is the alleged defect? Steering box
14. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
15. What is the current location of the vehicle, and the alleged defective part(s)? Repaired & w/ Mr. Forman

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

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

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

19. Was this vehicle purchased new or used?

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

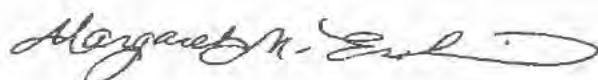
Once you have compiled the requested information regarding this matter, please send it to the address above. If you prefer to send the information electronically, you can e-mail it to me at merskine@erskinelawgroup.com. Once we are in receipt of the requested information, it will be reviewed and you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

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

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

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

Very truly yours,



Maggie Mason Erskine

Untitled

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

Untitled

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

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

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

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



PE14-030 000180LC



PE14-030 000181LC



PE14-030 000182LC



PE14-030 000183LC



PE14-030 000184LC



PE14-030 000185LC



PE14-030 000186LC



PE14-030 000187LC



PE14-030 000188LC



PE14-030 000189LC



PE14-030 000190LC



PE14-030 000191LC



PE14-030 000192LC



PE14-030 000193LC

06/12/2013 15:51 5013293384

SMITH FORD

PAGE 01/04

SD1200DB  
SZTRENTC

SMITH FORD  
Repair Order

6/12/13  
16:03:37

3FAHP0GA5CR

LPM C RO # 6077059 DANIEL BEDOW  
Tag # / Mileage 564 20819  
Service Writer ERIC WAYNE MAXW  
Date Opened 5/29/13

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

More...

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

06/12/2013 15:51 5013293384

SMITH FORD

PAGE 02/04

SD1200DB  
SZTRENTC

SMITH FORD  
Repair Order

6/12/13  
16:03:57

		RO #	6077059	DANIEL BEDOW
		Tag # / Mileage	564 20819	
	LPM C	Service Writer	ERIC WAYNE MAXW	
		Date Opened	5/29/13	
Op*	Ln Description	Hours	Rate	Exten
	Part: AE5Z 3504 CE :GEAR ASY - STEERING Part interchanges with part# STE27 Purchase Order 7036435:CAR DEALER PARTS	1	1050.40	1050.40
	Part: AE5Z 3504 CE-C :AE5Z 3504 CE - Core Char Part interchanges with part# STE27	1	400.00	400.00
	Correction: EST TO DROP THE SUBFRAME, REPLACE STEERING GEAR AND ARMS, ALIGN FRONT END AND RD TEST			-40.0
2	TOW: TOW Pay Meth: <b>MR Customer Pay</b> Stat: C Est: .00 .00 Tech: 299 HOUSE TECH 6/12/13 .00 90.00 .00 Sublet: JIM SMITH WRECKER SERVICE IV:107356 PO:7036528 Correction: TOW BILL			75.00

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

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



June 27, 2013

Ford Motor Companies  
PO Box 70  
Dearborn MI 48121-0070

State Farm Claims  
P.O. Box 661001  
Dallas TX 75265-1001

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

To Whom It May Concern:

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

Sincerely,

Tim Miller  
Claim Representative  
(855) 827-8799

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

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



June 27, 2013

Ford Motor Companies  
PO Box 70  
Dearborn MI 48121-0070

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

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

Dear Felicia:

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

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

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

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

Sincerely,

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

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

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

## STATE FARM INSURANCE COMPANIES

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

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

Damage Assessed By: Brenton Buckley

Claim Rep: Tim Miller  
(918) 641-7153

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

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

Cell Phone: [REDACTED]

Mitchell Service: 911175

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

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

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	Frt Bumper Cover Assy		2.9 #	
2	100914	BDY	REMOVE/REPLACE	Frt Bumper Cover	AE5Z 17D957 BAPTM	428.90	INC #
3	AUTO	REF	REFINISH	Frt Bumper Cover		C 2.6	
4	102408	BDY	REMOVE/INSTALL	R Front Combination Lamp		0.3 #	
5	931008	MCH	ALIGN	FRONT/REAR SUSPENSION	Sublet	68.95 *	0.0*
6	102367	BDY	REPAIR	R Fender Panel	Existing	0.5#	
7	AUTO	REF	REFINISH	R Fender Outside		C 2.0	
8	102375	BDY	REMOVE/REPLACE	R Fender Liner	AE5Z 16102 B	87.87	0.4
9	102376	BDY	REMOVE/REPLACE	L Fender Liner	AE5Z 16103 B	92.38	0.4
10	102378	BDY	REMOVE/REPLACE	R Fender Screw 6@1.63	* W706805 S901	9.76	

ESTIMATE RECALL NUMBER: 06/31/2013 14:28:18 04-287L-52301

Mitchell Data Version: OEM: APR\_13\_V0530

MAPP:APR\_13\_V0526 Copyright (C) 1994 - 2013 Mitchell International

Software Version: 7.1.137

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Page 1 of 3

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

11	102380	BDY	REMOVE/REPLACE	L Fender Screw 8@1.63	* W706805 S901	9.78
12	102385	BDY	REMOVE/REPLACE	R Fender Splash Shield Clip 2@1.50	* W712196 S300	3.00
13	102386	BDY	REMOVE/REPLACE	L Fender Splash Shield Clip 2@1.50	* W712196 S300	3.00
14	101992	BDY	REMOVE/REPLACE	Engine Under Cover	9E5Z 5A10494 A	189.27 0.4
15	102009	BDY	REMOVE/REPLACE	Screw 5@1.75	* W709976 S900	8.75
16	103628	BDY	REPAIR	R Frt Door Sholt	Existing	0.8*
17				BUFF		
18	938001		ADD'L COST	TOWING		75.00 *
19	936014		ADD'L COST	FLEX ADDITIVE		8.00 *
20	AUTO	REF	ADD'L OPR	Clear Coat		1.4
21	933005	REF *	ADD'L OPR	RESTORE CORROSION PROTECTION		0.1*
22	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		10.00 *
23	AUTO		ADD'L COST	Paint/Materials		183.00 *
24	AUTO		ADD'L COST	Hazardous Waste Disposal		3.50 *

\* - Judgment Item

# - Labor Note Applies

C - Included in Clear Coat Calc

### Estimate Totals

I.	Labor Subtotals	Units	Rate	Add'l	Subtot	Totals	II.	Part Replacement Summary	Amount
				Labor					
	Body	5.7	45.00	0.00	0.00	255.50 T		Taxable Parts	832.73
	Refinish	6.1	45.00	10.00	0.00	284.50 T		Sales Tax	68.70
	Mechanical	0.0	45.00	0.00	69.95	69.95 T		Total Replacement Parts Amount	901.43
						610.95			
				Taxable Labor		50.40			
				Labor Tax	@	8.250 %			
	Labor Summary	11.8				681.35			

III.	Additional Costs	Taxable Costs	Sales Tax	@	8.250%	Amount	IV.	Adjustments	Amount
						269.50			
						22.23		Insurance Deductible	500.00-
						291.73		Customer Responsibility	500.00-

Paint Material Method: Rates  
 Init Rate = 30.00 , Init Max Hours = 99.0, Addl Rate = 0.00

I.	Total Labor:	681.35
II.	Total Replacement Parts:	901.43
III.	Total Additional Costs:	291.73
	Gross Total:	1,854.51
IV.	Total Adjustments:	500.00-
	Net Total:	1,354.51

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

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

Point(s) of Impact

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

Alternate CSO: State Farm Insurance

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

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

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

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

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

06/27/2013 15:12 9186213303

ECS, Financial Log Search Results, SH - ARLA CRT

PAGE 05/05  
Page 1 of 1

[Financial Log Search](#) | [Search Results](#) | [Payments](#)



Found: 1

Search Results - Search Criteria: All COL  
COL: 403 - COLL

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

Total: 1,354.51

---

Grand Total: 1,354.51

[Modify Search](#)

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



06-27-13  
Ins made payment

June 27, 2013

Ford Motor Companies  
PO Box 70  
Dearborn MI 48121-0070

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

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

To Whom It May Concern:

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

Sincerely,

*Steering*

Tim Miller  
Claim Representative  
(855) 827-8799

Fax: (888) 257-6078

State Farm Mutual Automobile Insurance Company

RECEIVED  
JUN 5 31-13 DUC

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

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

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

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

**DEALER INFORMATION**

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

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JUN 04 2013  
OFFICE OF THE  
GENERAL COUNSEL

ES will be out  
today  
06/04/13

**CUSTOMER/VEHICLE INFORMATION**

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

Zip Code: [REDACTED]  
Home Phone: [REDACTED]  
Work Phone: [REDACTED]  
Region: Memphis

**DETAILS OF INCIDENT**

**\*\*\*Note: DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT  
THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL\*\*\*  
\*\*\*NOTE: SEND AUTHORIZATION REQUEST TO FORDCALP@FORD.COM\*\*\***

Incident Involves:

Accident  Fire  Injury  Medical Attention Sought

Date of Incident:

5/29/2013



County in which incident occurred:

Faulkner

Is customer alleging a component defect  
CAUSED the incident?

Yes  No

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

If yes, what type & details:

If no, refer to Escalated Concern Handling  
section of the Customer Handling Roadmap

Was a police report filed?

Yes  No

If yes, where:

Has the insurance company been contacted?

Yes  No

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

What did the insurance company advise?

Name and phone number of owner's insurance  
company & agent's name:

State Farm. Tim Miller agent 918-641-7153

If the vehicle is a conversion unit, who is the  
coach builder?

no

City:

State:



Zip Code:

Vehicle Location:

Dealership service department.

n/a

Attorney Information (if applicable):

n/a

CVO Contact (if applicable - Fleet Only):

---

**RESOLUTION THAT CUSTOMER IS SEEKING:**

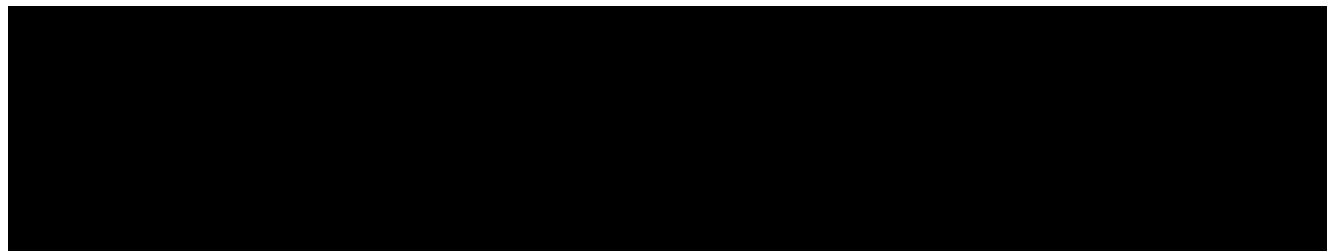
Vehicle  
repaired

---

**COMMENTS:**

Need  
directions to ^  
handle ▼  
situation

**Submit Request**





Office of the General Counsel

Ford Motor Company  
Product Claims Department  
P.O. Box 70  
Dearborn, Michigan 48121-0070

August 15, 2012

RECEIVED  
R 8-27-12 DSC

Dixon, CA [REDACTED]

RE: 2012 Fusion  
VIN: 3FAHP0HA2CR [REDACTED]

Dear [REDACTED]:

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a fair and timely manner.

If you have turned any portion of this matter over to your insurance company and should your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly, we request that you provide us with all the following information by completing and returning this form:

To begin our evaluation, we will need the following documents:

- A copy of the title and vehicle registration.
- Original photographs or laser copies of the vehicle's collision/fire damage from several different angles; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas; include your name and the last 6 digits of your VIN# on the back of each photograph.
- A copy of your expert's report and the expert's original photographs.
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.

For each person alleged injured provide the following: (If there are additional names  
Continue on back.)

Full Legal Name: [REDACTED]  
[REDACTED]

Full Legal Name: [REDACTED]  
[REDACTED]

Address: [REDACTED]  
Dixon CA

Address: [REDACTED]  
Dixon CA

Spouse's Name: [REDACTED]

Spouse's Name: [REDACTED]

DOB: [REDACTED]

DOB: [REDACTED]

Soc Security#: [REDACTED]

Soc Security#: [REDACTED]

Gender: MALE

Gender: FEMALE

Occupation: DISABLED RETIRE

Occupation: STUDENT

Injury: RIGHT - ARM

Injury: UNKNOWN

Health Insurance Provider:  
KNIGHT / VA

Health Insurance Provider:  
CHAMP VA

Is the injured party receiving Medicare benefits No

If so, state the name of the person(s) NH

Is the injured party receiving Worker Compensation benefits No

If so, state the name of the person(s) NH

Has the injured party received more than 24 months of social security disability benefits prior to the incident Yes

If yes, state the name of the person(s) The client has never been in

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the above requested information. If it is determined that you are a Medicare beneficiary, please be aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to recover any conditional payments it has made with respect to your injury. Further, should a settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford has been assured that Medicare's interests are protected.

1. What are you seeking from Ford Motor Company in this matter?  
Repare the current vehicle and pain and suffering damages \$3,000.00
2. What is the alleged defect? Steering & BLAKE "hoss"
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. List all after market additions or modifications that were made to the vehicle:  
None
5. Has an insurance company been advised of this incident? Yes No
6. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.  
NH
7. Please provide the names and contact information of any witnesses to the incident.  
None

Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern cannot be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

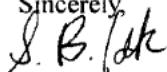
Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. In most instances this review can be done in 90 days; if we are unable to complete the analysis within this time, we will contact you.

Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

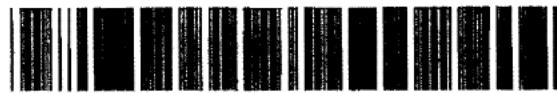
Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component, please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,



Steve Bardell  
Legal Analyst – OGC Product Claims



A Public Service Agency

REGISTRATION CARD VALID FROM: 02/17/2012 TO: 02/18/2013

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2012	2012	FS	110	11	[REDACTED]
BODY TYPE MODEL	MP	NO				VEHICLE ID NUMBER
4D	G	TP				3FAHP0HA2CR[REDACTED]
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECD	PIC	STICKER ISSUED
AUTOMOBILE		03/07/12	48	03/07/12	4	[REDACTED]

REGISTERED OWNER

DIXON  
CA

MISC#:	AMOUNT PAID
21918	\$ 262.00
AMOUNT DUE	AMOUNT RECD
\$ 262.00	CASH :
	CHCK : 262.00
	CRDT :

LIENHOLDER

HTD LEASING LLC  
260 INTERSTATE N PKY NW

ATLANTA  
GA

30339

A00 V36 EU 0026200 0035 CS A00 030712 11 6TBH282 935

CUSTOMER #: [REDACTED]

279614

## \*INVOICE\*



4625 Madison Avenue  
Sacramento, CA 95841-2589  
916-331-2875

BAR# AA-001874 EPA# CAD981675390  
www.futurefordofsacramento.com

DIXON, CA

HOME: [REDACTED]

CONT: N/A

BUS: [REDACTED]

CELL: [REDACTED]

PAGE 1

SERVICE ADVISOR: 3885 MARTY ACERO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
FQ BORDEAU	12	FORD FUSION	3FAHP0HA2CR [REDACTED]		10497/10518	T8927
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
17FEB12	DD05DEC11		17:00 08AUG12			CASH 16AUG12

R.O. OPENED	READY	OPTIONS: STK:21918 DLR:07884
07:24 08AUG12	14:48 16AUG12	ENG:99A 2.5L I4 ENGINE
LINE OP CODE TECH TYPE HOURS		TRN:44W 6-SPD AUTO TRANSMISSION AXL:ARR (More...)

A CUSTOMER REPORTS THE THE VEHICLE WOULD NOT BRAKE OR STEERING ENGINE WAS RUNNING AND THE SERVICE POWER STEERING AND ADD TRACK WARNINGS WERE ON ADVISE

CAUSE: E

102 LIGHT ENGINE

3568 HAAGS, KARL LIC#: [REDACTED]

(N/C)

597 DIZON, DONALD LIC#: [REDACTED]

(N/C)

3742 TURNER, JEF LIC#: [REDACTED]

(N/C)

W

1 AE5Z\*3504\*CE GEAR ASY - STEERING

(N/C)

MISC PRICE DIFF ON D99 PART

(N/C)

W

MISC MOUGHTON FORD FREIGHT

(N/C)

FC:

10518 2.50 VERIFIED CUST CONCERN. C200D:49-08 IN CMDTCS. DATA LOGGER PPT FOUND STEERING ANGLE SENSOR INTERMITTENTLY SHOWING RT TURN EVEN WHEN TURNING LEFT. STEERING ANGLE SENSOR IS PART OF EPAS MODULE. tech 597 replaced rack pinion reset front toe in road test ok

\*\*\*\*\*

B MULTI POINT INSPECTION TIRE PSI LF RF LR RR

99P MULTI POINT INSPECTION TIRE PSI

LF RF LR RR

597 DIZON, DONALD LIC#: [REDACTED]

C

0.00 0.00

10518 TIRES PRESSURE IS AT 38PSI

\*\*\*\*\*

" I acknowledge notice and oral approval of an increase in the original estimated price.  
(signature or initials)"

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr.

Today!

THANK YOU FOR YOUR BUSINESS  
Future Ford of Sacramento

ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE/DISC.	
		SALES TAX	
CUSTOMER SIGNATURE		PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

PE14-030 000211LC

CUSTOMER =: [REDACTED]

279614

\* INVOICE \*

DIXON, CA

HOME:

BUS:

CONT: N/A

CELL: [REDACTED]

PAGE 2



NOW AND FOR GENERATIONS TO COME

4625 Madison Avenue

Sacramento, CA 95841-2589

916-331-2875

BAR# AA-001874 EPA# CAD981675390

www.futurefordofsacramento.com

SERVICE ADVISOR: 3885 MARTY ACERO

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
12	FORD FUSION	3FAHP0HA2CR [REDACTED]		10497/10518	T8927
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE PAYMENT INV. DATE
17FEB12	DD05DEC11		17:00	08AUG12	CASH 16AUG12
R.O. OPENED	READY		OPTIONS: STK:21918 DLR:07884 ENG:99A 2.5L I4 ENGINE TRN:44W 6-SPD AUTO TRANSMISSION AXL:ARR		(More...)
07:24 08AUG12	14:48 16AUG12			LIST	NET TOTAL
LINE	OPCODE	TECH	TYPE	HOURS	
EST:	125.00	08AUG12	07:24	SA: 3885	

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.

THANK YOU

" I acknowledge notice and oral approval of an increase in the original estimated price.  
(signature or initials)"

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr.

Today!

THANK YOU FOR YOUR BUSINESS  
Future Ford of Sacramento

ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE	DESCRIPTION	TOTALS
\$	\$	LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE/DISC.	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

PE14-030 000212LC

BEGINNING OF CONTACT

08/15/2012

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.07

=====

REGION: W2 SAN FRANCISCO VIN: 3FAHP0HA2CR [REDACTED]	OGC ISSUE ZONE: A01 ENGINE: A VEH TYPE: C	CASE NBR: OPENED: 2012/08/14 CLOSED: 2012/08/14
LAST NAME: [REDACTED] L TITLE: MR. ADDRESS: [REDACTED] CITY: DIXON HOME PHONE: [REDACTED] MODEL YEAR: 2012 MILEAGE: 10497 DEALER NAME: FUTURE FORD REASON CODE: 0799 ACCIDENT/PRODUCT LIABILITY SYMPTOMS: 303155 STRG/HANDLING FUNCTION LOSS OF STRG	FIRST NAME: [REDACTED] STATE: CA MODEL: FUSION SALES CODE: F72205 P & A: 06261	STATUS: CLOSED MI: [REDACTED] ZIP: [REDACTED]
ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE ACTION: T1120 - TIER ONE CLOSE ISSUE DOCUMENT: ANALYST: SCOLO COLO, STEPHANIE		

=====

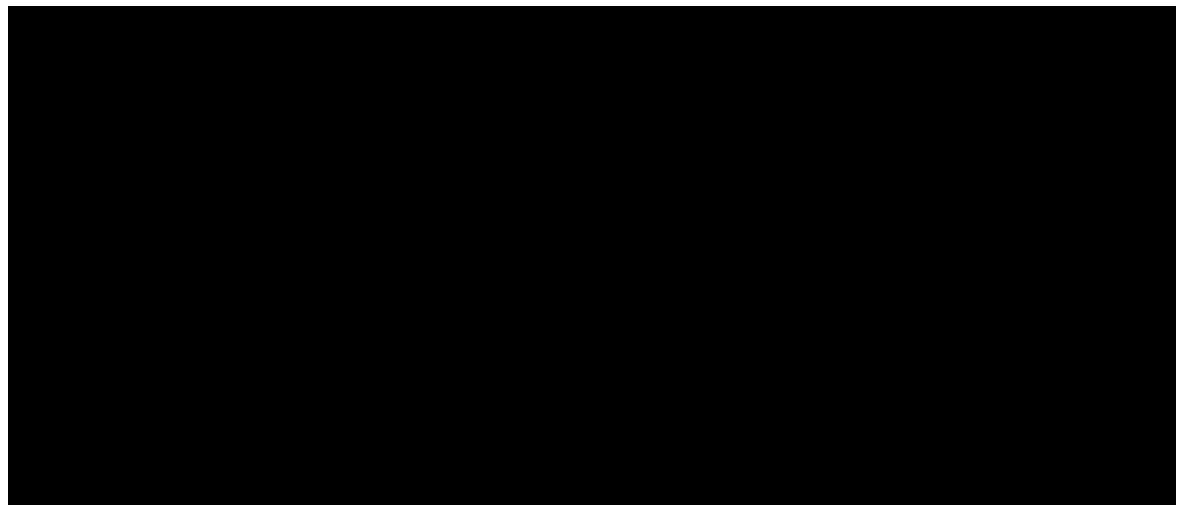
DATE: 2012/08/14 TIME: 13.50.54 :  
ACTION DATA/COMMENTS:

CUST1. DATE OF THE ACCIDENT--AUG 8TH 2012. WHAT THE  
CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED  
ACCIDENT --VEH WAS COMING TO THE STOP SIGN AND CUST WAS  
TRYING TO TURN BUT THE VEH WOULD NOT TURN AND IT WOULD NOT  
STOP BRUSHED THE CURB AND COASTED INTO A DRIVEWAY 3. IF  
THERE WERE ANY INJURIES SUSTAINED--TRYING TO STEER THE VEH  
CUST INJURED RIGHT ARM PAIN IS IN THE ELBOW AREA4. LOCATION  
OF THE VEHICLE WHEN THE ACCIDENT OCCURRED ---WAS ON  
PITTSCHOOL LANE IN DIXON CA5. WHETHER OR NOT THERE WAS A  
POLICE REPORT FILED.--NO POLICE REPORT WAS FILED6. IF A POLICE  
REPORT WAS FILED, WHAT THE FINDINGS WERE7. THE POLICE  
REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT  
WAS FILED8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM  
WITH THEIR INSURANCE COMPANY.-- NO CLAIM WITH INSURANCE  
COMPANY9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE  
COMPANY, WHAT IS THE STATUS OF THE CLAIM10. WHETHER OR NOT  
THE VEHICLE IS REPAIRABLE.--VEH IS AT DLRSHP AND IT IS  
REPAIRABLE11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY  
(ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE)12.  
WHAT THE CUSTOMER IS SEEKING CUST HAS LOST HIS CONFIDENCE IN  
THE VEH BECAUSE OF THE ACCIDENT AND WOULD LIKE TO HAVE FORD  
BUY BACK THE VEHFEELS THAT IF HE WAS IN A DIFFERENT AREA THE  
ACCIDENT COULD HAVE BEEN WORSE=====DLRSHPFUTURE  
FORD 4625 MADISON AVENUE SACRAMENTO CA 95841(916) 331-7600  
=====OBC TO DLRSHP--NEED TO GET VIN FOR  
VEHICLE=====CSR--"I WILL FORWARD YOUR  
INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU  
SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO  
YOUR CONCERN.

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JUG 15 2012

OFFICE OF THE  
GENERAL COUNSEL



Law Office of  
**Michael B. Walsh**

6 BEACON STREET SUITE 725  
BOSTON, MA 02108

Telephone (617) 523-3200  
Fax (617) 523-5907  
mbw@mbwalshlaw.com

October 4, 2013

Via Facsimile: (888) 683-9898

Alma Taylor  
Ford Motor Company  
Product Claims Dept.  
P.O. Box 70  
Dearborn, Michigan 48121-0070

RECEIVED  
OC. 04 2013

BY: *[Signature]*

RE: Claimant: [REDACTED]  
Date of Loss: October 27, 2012  
Claim #: Unknown

2013

Dear Ms. Taylor:

Please be advised that this office represents [REDACTED] for personal injuries sustained in an automobile accident which occurred on or about October 27, 2012 when the Ford vehicle she was operating began to fishtail without warning. The Ford vehicle [REDACTED] was operating was rented to her that day by Hertz Rental Car Company.

I have already set up a claim with Hertz Rental Car Company who has advised me that Ford Motor Company has inspected the vehicle for defects. Kindly set up a claim on behalf of [REDACTED] and have a representative contact my office. Additionally, if you are in receipt of an inspection report or documentation, I would appreciate you forwarding a copy to this office.

Thank you for your attention in this matter.

Very truly yours,

*Michael B. Walsh*

Michael B. Walsh



Has the alleged defective part been repaired or replaced? (circle one) Yes or No

What was the city, state and date of occurrence: Old Lyme, CT 10/27/2012

What was the mileage at time of occurrence: 16293

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

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

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

Has an insurance company been advised of this incident? Yes No

If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

Hertz Claim Management PO Box 719, Park Ridge N.J. 07656  
Ada Priddy 201-307-5872 02-2012-21895-02

FORD FLEET REPRESENTATIVE CONTACT

Name: Doug Bagnon

CDS ID:

Phone: 860-386-2222

Fax: 860-623-4596

ATTORNEY INFORMATION

Attorney Involved? (circle one) Yes or No

If yes, Attorney's Name: Michael Walsh

Phone #: 617-523-3200

ADDITIONAL COMMENTS/INSTRUCTIONS:

Representative to attend inspection on behalf of attorney:

Carlos Ramos of Antonio Auto Repair  
240 Quincy Street  
Dorchester, MA 02124  
857-236-2152



## **Disclaimer of Liability**

The users of the CDR product and reviewers of the CDR reports and exported data shall ensure that data and information supplied is applicable to the vehicle, vehicle's system(s) and the vehicle ECU. Robert Bosch LLC and all its directors, officers, employees and members shall not be liable for damages arising out of or related to incorrect, incomplete or misinterpreted software and/or data. Robert Bosch LLC expressly excludes all liability for incidental, consequential, special or punitive damages arising from or related to the CDR data, CDR software or use thereof.



**CDR** CRASH DATA  
RETRIEVAL

ЗЕАМРОДСХСВ

Page 23 of 24

Edited on: Wednesday, May 8, 2013 - 1:13:13 AM



### **Event Record 2**



**CDR** CRASH DATA  
RETRIEVAL

3FAHPOJGXCR

Page 21 of 24

Printed on: Wednesday, May 8 2013 at 13:48:11

PE14-030 000221LC





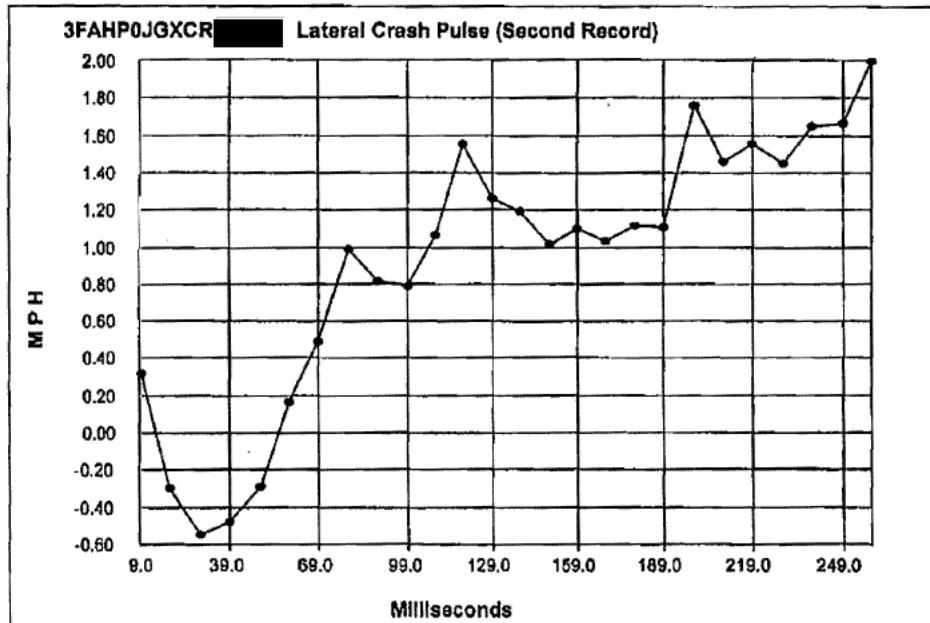
### Event Record 1



### Hexadecimal Data

Data that the vehicle manufacturer has specified for data retrieval is shown in the hexadecimal data section of the CDR report. The hexadecimal data section of the CDR report may contain data that is not translated by the CDR program. The control module contains additional data that is not retrievable by the CDR system.

```
02 00 00 00  
42 45 35 33 2D 31 34 42 33 32 31 2D 42 44 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
33 30 37 36 31 30 30 32 30 30 30 30 30 30 30 30 30 30 30 30 30 30 30 30 30  
42 4C 38 34 2D 31 34 43 30 32 38 2D 41 42 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
15 B1 4B 9A 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
13 71 47 62 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
15 AB 6F 8B 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
15 B1 4B E7 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
B4 33 47 62 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
15 AB 18 5D 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00  
33 46 41 48 50 30 4A 47 58 43 52 33 30 32 37 36 39  
33 46 41 48 50 30 4A 47 58 43 52 33 30 32 37 36 39 00 00 00 00 00 00 00 00
```

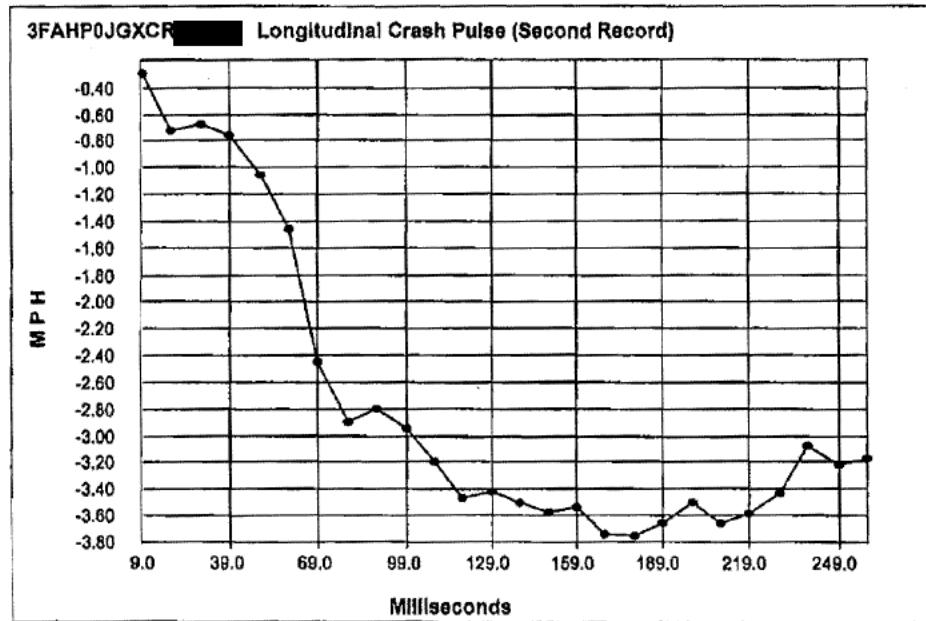


## Lateral Crash Pulse (Second Record)

Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
8.0	0.31	0.51
19.0	-0.30	-0.48
29.0	-0.55	-0.88
39.0	-0.48	-0.78
49.0	-0.29	-0.47
59.0	0.17	0.27
69.0	0.49	0.79
79.0	0.89	1.59
89.0	0.81	1.31
99.0	0.79	1.27
109.0	1.07	1.72
119.0	1.55	2.50
129.0	1.28	2.03
139.0	1.19	1.92
149.0	1.01	1.63
159.0	1.10	1.76
169.0	1.03	1.66
179.0	1.11	1.79
189.0	1.11	1.78
199.0	1.76	2.83
209.0	1.46	2.35
219.0	1.56	2.50
229.0	1.45	2.34
239.0	1.85	2.65
249.0	1.67	2.69
259.0	2.00	3.21



**CDR** CRASH DATA  
RETRIEVAL



Longitudinal Crash Pulse (Second Record)

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
9.0	-0.30	-0.48
19.0	-0.72	-1.16
29.0	-0.67	-1.08
39.0	-0.78	-1.23
49.0	-1.06	-1.71
59.0	-1.48	-2.36
69.0	-2.44	-3.93
79.0	-2.89	-4.66
89.0	-2.80	-4.51
99.0	-2.85	-4.74
109.0	-3.20	-5.14
119.0	-3.47	-5.59
129.0	-3.42	-5.51
139.0	-3.51	-5.64
149.0	-3.58	-5.76
159.0	-3.64	-5.70
169.0	-3.74	-6.03
179.0	-3.75	-6.03
189.0	-3.65	-5.88
199.0	-3.51	-5.64
209.0	-3.65	-5.88
219.0	-3.59	-5.77
229.0	-3.44	-5.53
239.0	-3.07	-4.94
249.0	-3.22	-5.19
259.0	-3.18	-5.11

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**CDR** CRASH DATA  
RETRIEVAL

**Pre-Crash Data -5 to 0 sec [10 samples/sec] (Second Record)**

Time (sec)	Steering Wheel Angle (degrees)	Stability Control Lateral Acceleration (g)	Stability Control Longitudinal Acceleration (g)	Stability Control Yaw Rate (deg/sec)
-5.0	-1.2	0.007	0.017	0.0
-4.9	-0.5	0.001	0.038	0.5
-4.8	-0.4	0.007	0.039	0.12
-4.7	-0.3	-0.016	0.049	0.12
-4.6	-0.3	0.008	0.027	0.87
-4.5	-1.7	-0.015	0.051	0.37
-4.4	-10.3	-0.059	0.016	-0.12
-4.3	-26.3	-0.247	0.039	-2.75
-4.2	-39.5	-0.355	-0.001	-8.0
-4.1	-34.0	-0.443	0.027	-12.12
-4.0	-12.2	-0.417	0.03	-11.12
-3.9	14.1	-0.191	0.021	5.25
-3.8	38.2	0.057	0.009	4.37
-3.7	42.6	0.324	-0.018	14.25
-3.6	39.7	0.547	-0.037	17.0
-3.5	27.7	0.578	0.016	15.76
-3.4	4.1	0.357	-0.005	9.87
-3.3	-17.9	0.28	-0.026	2.25
-3.2	-42.1	-0.07	-0.017	-7.0
-3.1	-66.0	-0.503	-0.047	-17.0
-3.0	-59.4	-0.612	-0.071	-22.0
-2.9	-46.9	-0.748	-0.121	-21.62
-2.8	-25.2	-0.729	-0.068	-17.37
-2.7	13.8	-0.531	-0.018	-12.87
-2.6	55.4	-0.194	-0.061	-0.62
-2.5	84.5	0.244	-0.094	19.0
-2.4	93.4	0.623	-0.185	32.25
-2.3	94.1	0.838	-0.323	33.12
-2.2	72.0	0.906	-0.358	30.0
-2.1	41.3	0.918	-0.222	27.75
-2.0	8.1	0.853	-0.134	26.0
-1.9	-29.1	0.788	-0.277	20.6
-1.8	-91.6	0.392	-0.287	10.75
-1.7	-158.9	-0.15	-0.322	-11.25
-1.6	-179.9	-0.5	-0.384	-40.0
-1.5	-199.6	-0.72	-0.396	-52.12
-1.4	-237.9	-0.98	-0.551	-47.12
-1.3	-266.0	-0.782	-0.46	-41.02
-1.2	-266.4	-0.851	-0.308	-38.5
-1.1	-242.6	-0.818	-0.326	-31.25
-1.0	-212.1	-0.846	-0.304	-26.12
-0.9	-173.6	-0.785	-0.199	-23.25
-0.8	-129.6	-0.979	-0.155	-22.25
-0.7	-84.5	-1.029	-0.144	-22.37
-0.6	-16.2	-1.049	-0.071	-22.62
-0.5	59.6	-0.797	-0.01	-21.75
-0.4	97.2	-0.698	-0.077	-17.12
-0.3	70.6	-0.859	-0.12	-13.87
-0.2	84.6	-1.015	-0.142	-13.25
-0.1	143.8	0.828	-2.0	12.87
0.0	287.3	1.382	-2.0	-5.12



**CDR** CRASH DATA  
RETRIEVAL

**Pre-Crash Data -5 to 0 sec [2 samples/sec] (Second Record)**

Times (sec)	Speed vehicle Indicated MPH [km/h]	Accelerator pedal, % full	Service brake, on/off	Engine RPM	ABS activity (engaged, non-engaged)	Stability control (engaged, non-engaged)	Traction Control via Brakes (engaged, non-engaged)	Traction Control via Engine (engaged, non-engaged)
-5.0	67.7 [109.0]	23	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-4.5	69.0 [111.0]	28	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-4.0	69.6 [112.0]	28	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-3.5	69.6 [112.0]	19	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-3.0	70.2 [113.0]	14	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-2.5	69.6 [112.0]	0	Off	2,200	non-engaged	engaged	non-engaged	non-engaged
-2.0	69.0 [111.0]	0	Off	2,200	non-engaged	engaged	non-engaged	non-engaged
-1.5	65.9 [106.0]	6	Off	2,100	non-engaged	engaged	non-engaged	non-engaged
-1.0	68.4 [94.0]	0	Off	1,800	non-engaged	engaged	non-engaged	non-engaged
-0.5	49.7 [80.0]	0	Off	1,400	non-engaged	engaged	non-engaged	non-engaged
0.0	54.1 [87.0]	87	Off	1,500	non-engaged	engaged	non-engaged	non-engaged



**CDR** CRASH DATA  
RETRIEVAL

**Pre-Crash Data -1 sec (Second Record)**

Ignition cycle, crash	1,632
Frontal air bag warning lamp, on/off	On
Occupant size classification, front passenger (Child size Yes/No [Hex value])	No (\$08)
Safety belt status, driver	Driver Buckled
Seat track position switch, foremost, status, driver	Not Forward
Safety belt status, front passenger	Passenger Buckled
Brake Telltale	Off
ABS Telltale	Off
Stability Control Telltale	Flashing 2 Hz
Speed Control Telltale	Off
Powertrain Wrench Telltale	Off
Powertrain Malfunction Indicator Lamp (MIL) Telltale	Off

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**CDR** CRASH DATA  
RETRIEVAL

**Deployment Data (Second Record)**

Maximum delta-V, longitudinal (MPH [km/h])	3.80 (-6.11)
Time, maximum delta-V longitudinal (msec)	176
Maximum delta-V, lateral (MPH [km/h])	2.15 (3.46)
Time, maximum delta-V lateral (msec)	300
Longitudinal Delta-V Time Zero Offset	9.0 ms
Lateral Delta-V Time Zero Offset	9.0 ms

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PE14-030 000230LC



**CDR** CRASH DATA  
RETRIEVAL

**Faults Present at Start of Event (Second Record)**

B0090-88

U0028-88

B1193-00

- LF RESTRAINTS  
COMPONENTS (FRONTAL)  
BLOWN  
COM BUS JUMPER

CRASH TEST NUMBER

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[REDACTED]

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**CDR** CRASH DATA  
RETRIEVAL

**System Status at Event (Second Record)**

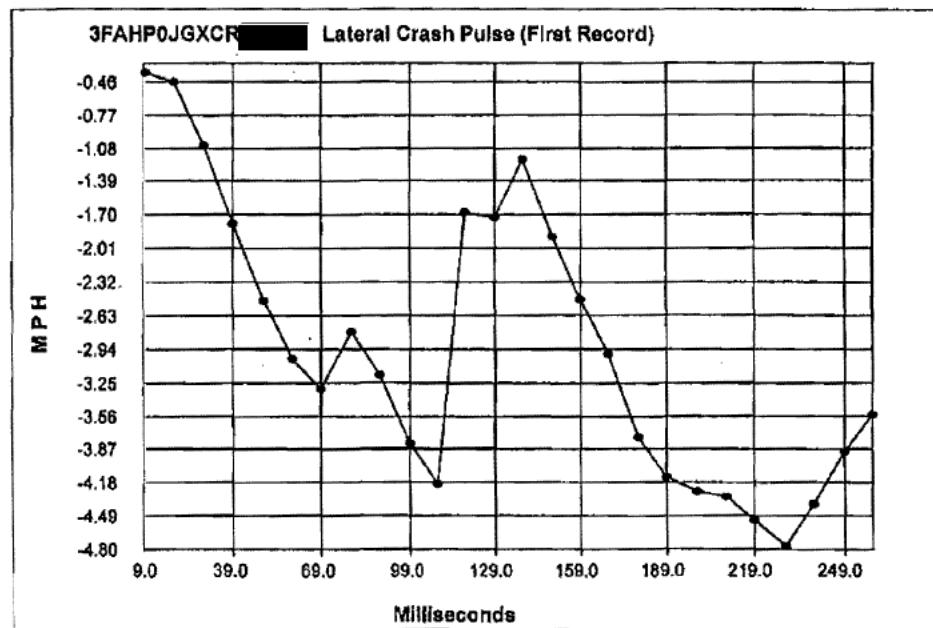
Recording Status	Unlocked Record
Complete file recorded (yes,no)	Yes
Multi-event, number of events (1,2)	2
Time from event 1 to 2 (msec)	200
Lifetime Operating Timer at event time zero (seconds)	2,011,425
Key-on Timer at event time zero (seconds)	3,900
Vehicle voltage at time zero (Volts)	13.446
Energy Reserve Mode entered during event (Y/N)	No
Time Driver Front Satellite Sensor Lost Relative to Time Zero (msec)	Data lost prior to event

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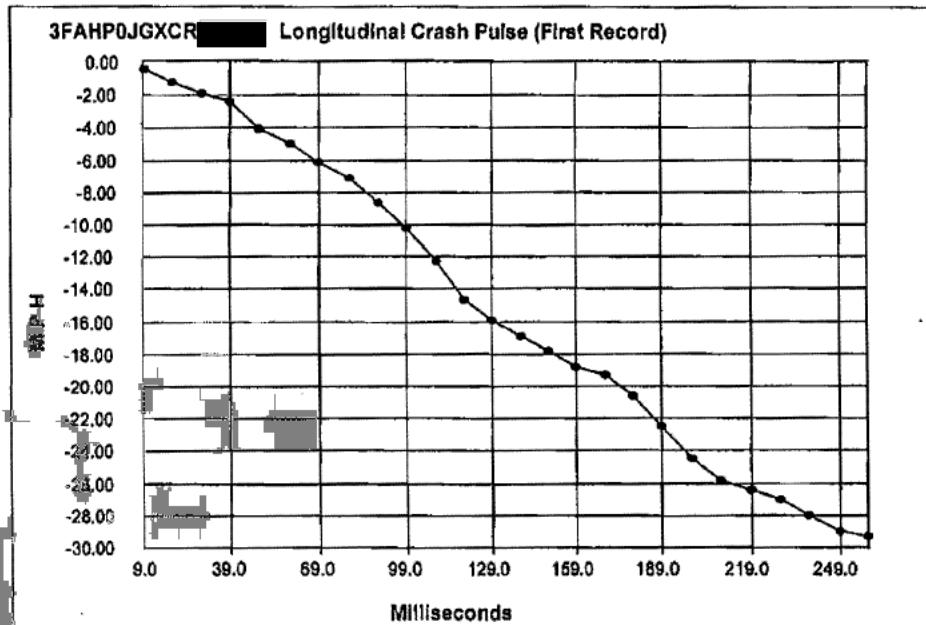
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**Lateral Crash Pulse (First Record)**

Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
9.0	-0.38	-0.61
19.0	-0.47	-0.76
29.0	-1.05	-1.70
39.0	-1.79	-2.88
49.0	-2.49	-4.01
59.0	-3.04	-4.89
69.0	-3.32	-5.34
79.0	-2.78	-4.48
89.0	-3.19	-5.13
99.0	-3.82	-6.15
109.0	-4.19	-6.74
119.0	-1.69	-2.71
129.0	-1.73	-2.78
139.0	-1.19	-1.91
149.0	-1.90	-3.08
159.0	-2.40	-4.01
169.0	-2.88	-4.60
179.0	-3.76	-6.04
189.0	-4.13	-6.65
199.0	-4.26	-6.86
209.0	-4.31	-6.94
219.0	-4.54	-7.30
229.0	-4.77	-7.87
239.0	-4.38	-7.04
249.0	-3.89	-6.26
259.0	-3.65	-5.71



Longitudinal Crash Pulse (First Record)

Time (msec)	Delta-V, longitudinal (mph)	Delta-V, longitudinal (km/h)
9.0	-0.36	-0.58
19.0	-1.17	-1.89
29.0	-1.92	-3.08
39.0	-2.39	-3.85
49.0	-4.04	-6.51
59.0	-4.97	-7.99
69.0	-6.14	-9.88
79.0	-7.18	-11.53
89.0	-8.66	-13.94
99.0	-10.21	-16.43
109.0	-12.25	-19.71
119.0	-14.64	-23.67
129.0	-15.95	-25.67
139.0	-16.93	-27.24
149.0	-17.79	-28.63
159.0	-18.79	-30.24
169.0	-19.33	-31.12
179.0	-20.57	-33.11
189.0	-22.45	-36.12
199.0	-24.41	-39.29
209.0	-25.83	-41.57
219.0	-26.48	-42.61
229.0	-27.08	-43.57
239.0	-28.03	-45.11
249.0	-28.99	-46.65
259.0	-29.33	-47.20



**CDR** CRASH DATA  
RETRIEVAL

Pre-Crash Data -5 to 0 sec [10 samples/sec] (First Record)

Time (sec)	Steering Wheel Angle (degrees)	Stability Control Lateral Acceleration (g)	Stability Control Longitudinal Acceleration (g)	Stability Control Yaw Rate (deg/sec)
-5.0	-1.3	-0.009	0.039	0.25
-4.9	-1.5	-0.018	0.039	-0.25
-4.8	-1.2	0.007	0.017	0.0
-4.7	-0.5	0.001	0.038	0.5
-4.6	-0.4	0.007	0.039	0.12
-4.5	-0.3	-0.016	0.049	0.12
-4.4	-0.3	0.008	0.027	0.87
-4.3	-1.7	-0.015	0.051	0.37
-4.2	-10.3	-0.059	0.016	-0.12
-4.1	-26.3	-0.247	0.039	-2.75
-4.0	-39.5	-0.355	-0.001	-8.0
-3.9	-34.0	-0.443	0.027	-12.12
-3.8	-12.2	-0.417	0.03	-11.12
-3.7	14.1	-0.191	0.021	-5.25
-3.6	38.2	0.057	0.009	4.37
-3.5	42.6	0.324	-0.018	14.25
-3.4	39.7	0.647	-0.037	17.0
-3.3	27.7	0.578	0.016	15.75
-3.2	4.1	0.357	-0.005	9.87
-3.1	-17.9	0.28	-0.028	2.25
-3.0	-42.1	-0.07	-0.017	-7.0
-2.9	-66.0	-0.503	-0.047	-17.0
-2.8	-59.4	-0.612	-0.071	-22.0
-2.7	-48.9	-0.748	-0.121	-21.82
-2.6	-25.2	-0.729	-0.068	-17.37
-2.5	13.8	-0.531	-0.018	-12.87
-2.4	55.4	-0.194	-0.061	-0.82
-2.3	84.5	0.244	-0.094	19.0
-2.2	93.4	0.623	-0.185	32.25
-2.1	94.1	0.838	-0.323	33.12
-2.0	72.0	0.908	-0.358	30.0
-1.9	41.3	0.918	-0.222	27.75
-1.8	8.1	0.853	-0.134	26.0
-1.7	-29.1	0.788	-0.277	20.5
-1.6	-91.6	0.392	-0.287	10.75
-1.5	-158.9	-0.15	-0.322	-11.25
-1.4	-179.9	-0.5	-0.384	-40.0
-1.3	-189.5	-0.72	-0.396	-52.12
-1.2	-237.9	-0.98	-0.551	-47.12
-1.1	-286.0	-0.782	-0.48	-41.82
-1.0	-286.4	-0.851	-0.308	-38.5
-0.9	-242.6	-0.916	-0.325	-31.25
-0.8	-212.1	-0.846	-0.304	-25.12
-0.7	-173.5	-0.785	-0.199	-23.25
-0.6	-129.6	-0.979	-0.155	-22.25
-0.5	-84.5	-1.028	-0.149	-22.37
-0.4	-16.2	-1.049	-0.071	-22.62
-0.3	59.8	-0.797	-0.01	-21.75
-0.2	97.2	-0.698	-0.077	-17.12
-0.1	70.6	-0.859	-0.12	-13.87
0.0	84.5	-1.015	-0.142	-13.25

YAW + = CW  
- = CCW



**CDR** CRASH DATA  
RETRIEVAL

Pre-Crash Data -5 to 0 sec [2 samples/sec] (First Record)

Times (sec)	Speed vehicle Indicated MPH [km/h]	Accelerator pedal, % full	Service brake, on/off	Engine RPM	ABS activity (engaged, non-engaged)	Stability control (engaged, non-engaged)	Traction Control via Brakes (engaged, non-engaged)	Traction Control via Engine (engaged, non-engaged)
-5.0	67.7 [109.0]	23	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-4.5	69.0 [111.0]	28	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-4.0	69.6 [112.0]	28	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-3.5	69.6 [112.0]	19	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-3.0	70.2 [113.0]	14	Off	2,200	non-engaged	non-engaged	non-engaged	non-engaged
-2.5	69.6 [112.0]	0	Off	2,200	non-engaged	engaged	non-engaged	non-engaged
-2.0	69.0 [111.0]	0	Off	2,200	non-engaged	engaged	non-engaged	non-engaged
-1.5	65.9 [106.0]	6	Off	2,100	non-engaged	engaged	non-engaged	non-engaged
-1.0	68.4 [94.0]	0	Off	1,800	non-engaged	engaged	non-engaged	non-engaged
-0.5	49.7 [80.0]	0	Off	1,400	non-engaged	engaged	non-engaged	non-engaged
0.0	54.1 [87.0]	87	Off	1,500	non-engaged	engaged	non-engaged	non-engaged



**CDR** CRASH DATA  
RETRIEVAL

**Pre-Crash Data -1 sec (First Record)**

Ignition cycle, crash	1,632
Frontal air bag warning lamp, on/off	Off
Occupant size classification, front passenger (Child size Yes/No [Hex value])	No (S08)
Safety belt status, driver	Driver Buckled
Seat track position switch, foremost, status, driver	Not Forward
Safety belt status, front passenger	Passenger Buckled
Brake Telltale	Off
ABS Telltale	Off
Stability Control Telltale	Fleashing 2 Hz
Speed Control Telltale	Off
Powertrain Wrench Telltale	Off
Powertrain Malfunction Indicator Lamp (MIL)Telltale	Off



**CDR** CRASH DATA  
RETRIEVAL

**Deployment Data (First Record)**

Frontal airbag deployment, time to first stage deployment, driver (msec)	47.5
Frontal airbag deployment, time to 2nd stage, driver (msec)	197.5
Pretensioner (retractor) deployment, time to fire, driver (msec)	47.5
Frontal airbag deployment, time to first stage deployment, front passenger (msec)	47.5
Frontal airbag deployment, time to 2nd stage, front passenger (msec)	197.5
Pretensioner (retractor) deployment, time to fire, right front passenger (msec)	47.5
Maximum delta-V, longitudinal (MPH [Km/h])	-30.92 [-49.77]
Time, maximum delta-V longitudinal (msec)	297
Maximum delta-V, lateral (MPH [Km/h])	-4.83 [-7.77]
Time, maximum delta-V lateral (msec)	232
Left or center front, satellite Sensor discriminating deployment	Yes
Left or center, front satellite Sensor safing	Yes
Right, front satellite sensor safing	Yes
RCM, front sensor discriminating deployment	Yes
RCM, front sensor safing	Yes
Longitudinal Delta-V Time Zero Offset	9.0 ms
Lateral Delta-V Time Zero Offset	9.0 ms



**Faults Present at Start of Event (First Record)**

No Faults Recorded

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CDR CRASH DATA RETRIEVAL

**System Status at Time of Retrieval**

VIN as programmed into RCM at factory	3FAHP0JGXCR [REDACTED]
Current VIN from PCM	3FAHP0JGXCR
Ignition cycle, download (first record)	1,634
Ignition cycle, download (second record)	1,634
Restraints Control Module Part Number	BE63-14B321-BD
Restraints Control Module Serial Number	3076100200000000
Restraints Control Module Software Part Number (version)	BL84-14C028-AB
Left/Center Frontal Restraints Sensor Serial Number	15B14B9A
Left Side Restraint Sensor 1 Serial Number	13714762
Left Side Restraint Sensor 2 Serial Number	15AB6F88
Right Frontal Restraints Sensor Serial Number	15B14BE7
Right Side Restraint Sensor 1 Serial Number	B4334762
Right Side Restraints Sensor 2 Serial Number	15AB185D

**System Status at Event (First Record)**

Recording Status	Locked Record
Complete file recorded (yes/no)	Yes
Multi-event, number of events (1,2)	1
Time from event 1 to 2 (msec)	N/A
Lifetime Operating Timer at event time zero (seconds)	2,011,420
Key-on Timer at event time zero (seconds)	3,895
Vehicle voltage at time zero (Volts)	13.651
Energy Reserve Mode entered during event (Y/N)	No
Time Driver Front Satellite Sensor Lost Relative to Time Zero (msec)	101.0

3FAHP0JGXCR [REDACTED]

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PE14-030 000240LC



**CDR** CRASH DATA RETRIEVAL

**IMPORTANT NOTICE:** Robert Bosch LLC and the manufacturers whose vehicles are accessible using the CDR System urge end users to use the latest production release of the Crash Data Retrieval system software when viewing, printing or exporting any retrieved data from within the CDR program. Using the latest version of the CDR software is the best way to ensure that retrieved data has been translated using the most current information provided by the manufacturers of the vehicles supported by this product.

### CDR File Information

User Entered VIN	3FAHP0JGXCR [REDACTED]
User	[REDACTED]
Case Number	[REDACTED]
EDR Data Imaging Date	05/03/2013
Crash Date	12/27/2012
Filename	3FAHP0JGXCR [REDACTED] ACM.CDRX
Saved on	Friday, May 3 2013 at 12:21:42
Collected with CDR version	Crash Data Retrieval Tool 10.0.1
Reported with CDR version	Crash Data Retrieval Tool 10.0.1
EDR Device Type	Airbag Control Module
ACM Adapter Detected During Download	No
Event(s) recovered	locked frontal event unlocked event

### Comments

No comments entered.

The retrieval of this data has been authorized by the vehicle's owner, or other legal authority such as a court order or search warrant, as indicated by the CDR tool user on Friday, May 3 2013 at 12:21:42.

### Data Limitations

#### Restraints Control Module Recorded Crash Events:

Deployment Events cannot be overwritten or cleared from the Restraints Control Module (RCM). Once the RCM has deployed any airbag device, the RCM must be replaced. The data from events which did not qualify as deployable events can be overwritten by subsequent events. The RCM can store up to two deployment events.

#### Airbag Module Data Limitations:

- Restraints Control Module Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced from the point of algorithm wake up. It is not the speed the vehicle was traveling before the event. Note that the vehicle speed is recorded separately five seconds prior to algorithm wake up. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change.
- Event Recording Complete will indicate if data from the recorded event has been fully written to the RCM memory or if it has been interrupted and not fully written.
- If power to the Airbag Module is lost during a crash event, all or part of the crash record may not be recorded.
- For 2011 Ford Mustangs, the Steering Wheel Angle parameter indicates the change in steering wheel angle from the previously recorded sample value and does not represent the actual steering wheel position.

#### Airbag Module Data Sources:

- Event recorded data are collected either INTERNALLY or EXTERNALLY to the RCM.

- INTERNAL DATA is measured, calculated, and stored internally, sensors external to the RCM include the following:  
    > The Driver and Passenger Bell Switch Circuits are wired directly to the RCM.  
    > The Driver's Seat Track Position Switch Circuit is wired directly to the RCM.  
    > The Side Impact Sensors (if equipped) are located on the side of vehicle and are wired directly to the RCM.  
    > The Occupant Classification Sensor is located in the front passenger seat and transmits data directly to the RCM on high-speed CAN bus.  
    > Front Impact Sensors (right and left) are located at the front of vehicle and are wire directly to the RCM.

- EXTERNAL DATA recorded by the RCM are data collected from the vehicle communication network from various sources such as Powertrain Control Module, Brake Module, etc.

02007\_RCM-RC6\_r002

3FAHP0JGXCR [REDACTED]

Page 1 of 24

Printed on: Wednesday, May 8 2013 at 13:40:11

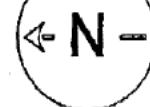
FORM PR-1

Page # 2 of 2

Police Case Number

## ACCIDENT DIAGRAM

INDICATE NORTH



I95 Southbound

MAP NOT TO SCALE

TRAFFIC UNIT # 1 TRAVELING  
South on I95TRAFFIC UNIT # TRAVELING  
On

Vehicle #1 was traveling 195 southbound approaching the Flat Rock Hill Rd. overpass in the town of Old Lyme.

Operator #1 lost control of her vehicle and struck the metal beam guardrail (POI #1) located in the right shoulder. Vehicle #1 then flipped onto it's roof and came to an uncontrolled position of final rest in the right shoulder.

Operator #1 stated that she was traveling south on I95 in the right lane and then for some unknown reason, she lost control of her vehicle and struck the guardrail. According to operator #1, after she struck the guardrail, her vehicle rolled over onto it's roof. Both occupants suffered minor abrasions due to seatbelt usage and airbag deployment. Both were transported to the Shoreline Clinic, Essex, where they were treated and released.

The physical evidence at the scene consisted of approximately 50 ft. of metal beam guardrail damage. Vehicle #1 suffered heavy damage to the entire vehicle due to the rollover type accident. The evidence on the roadway consisted of yaw marks beginning in the right lane, extending in a clockwise direction, leading to the point of impact with the guardrail. The operator's statement was consistent with the evidence observed at the scene.

Based on the above, operator #1 was issued a written warning for Failure to Drive In the Established Lane (14-236).

DAMAGE TO PROPERTY OTHER THAN INVOLVED VEHICLES	1. DESCRIBE THE NATURE AND EXTENT OF PROPERTY DAMAGE <i>APPROXIMATELY 50 FT. OF METAL BEAM GUARDRAIL DAMAGE</i>				
	NAME AND ADDRESS STATE OF CT DOT [REDACTED] Newington, CT				
2. DESCRIBE THE NATURE AND EXTENT OF PROPERTY DAMAGE NAME AND ADDRESS OF PROPERTY OWNER					
RANK AND SIGNATURE OF INVESTIGATING OFFICER <i>/RTPR GARY WINGLIS/</i>	OFFICER ID 0424	POLICE AGENCY IDENTIFICATION Connecticut State Police	REPORT DATE 11/27/2012	CASE STATUS PR-1 (closed)	SUPERVISOR <i>/SGT. JOHN H MESHAM/</i>

160100

CONNECTICUT UNIFORM POLICE ACCIDENT REPORT						FORM PR-1 REV.01/01
GPS READINGS: Latitude: 41.322615 Time: 00:00 Longitude: -72.25847						<b>FOR DOT USE ONLY</b> <b>POLICE CASE NUMBER</b> <b>R 15 5350</b>
DATE OF ACCIDENT <b>10/27/12</b> MILITARY TIME <b>12:14</b>		ACCIDENT SEVERITY <input type="checkbox"/> Fatal <input checked="" type="checkbox"/> Injury <input type="checkbox"/> PDO		# VEHICLES INVOLVED <b>1</b>		PAGE # <b>1 of 2</b>
TOWN OR CITY NAME <b>Old Lyme</b>		TOWN CODE <b>T 1 0 5</b>		ACCIDENT OCCURRED ON <b>(Street Name or Route #)</b> AT ITS INTERSECTION WITH <b>(Street Name or Route #)</b> <b>195 S/B X71-X70 st.</b>		
IF NOT AT INTERSECTION 1. MEASURE DISTANCE (Check Appropriate Boxes) <b>1.00</b>		2. DIRECTION <input type="radio"/> Feet <input checked="" type="radio"/> Tenth <input type="radio"/> North <input type="radio"/> East <input type="radio"/> Miles <input type="radio"/> Kilometers <input type="radio"/> South <input type="radio"/> West		3. NAME OF NEAREST INTERSECTING STREET, TOWN LINE OR MILE MARKER <b>of Flat Rock Hill Rd. Overpass</b>		
Accident Occurred: <input type="checkbox"/> On Private Property <input type="checkbox"/> Parking Lot						
<b>021</b> <b>18</b>		TRAFFIC <input checked="" type="checkbox"/> Vehicle <input type="checkbox"/> Pedestrian <input type="checkbox"/> Non-Contact Vehicle UNIT # <b>1</b>		TRAFFIC <input type="checkbox"/> Vehicle <input type="checkbox"/> Pedestrian <input type="checkbox"/> Non-Contact Vehicle UNIT #		
<b>011</b>		OPERATOR # <b>1</b> or PEDESTRIAN NAME <b>(Last, First, Middle Initial)</b>		OPERATOR # <b>1</b> or PEDESTRIAN NAME <b>(Last, First, Middle Initial)</b>		
<b>12</b>		ADDRESS <b>(Street Number and Name)</b>		PROPER LICENSE CLASS <b>X Yes</b> <input type="checkbox"/> No		
<b>18</b>		CITY OR TOWN <b>SOMERVILLE</b> STATE <b>MA</b>		CITY OR TOWN STATE ZIP CODE SEX		
<b>12</b>		OPERATOR LICENSE # <b>MA</b>		OPERATOR LICENSE # STATE DATE OF BIRTH <b>MM DD YY</b>		
<b>1</b>		OWNER'S NAME <b>(Enter SAME if Owner is Operator)</b> <b>Hertz Vehicles LLC</b>		OWNER'S NAME <b>(Enter SAME if Owner is Operator)</b>		
<b>5</b>		ADDRESS <b>(Street Number and Name)</b> <b>900 Doramus Ave</b>		ADDRESS <b>(Street Number and Name)</b>		
<b>12</b>		CITY OR TOWN <b>Port Newark</b> STATE <b>NJ</b> ZIP CODE <b>07114</b>		CITY OR TOWN STATE ZIP CODE BODY TYPE		
<b>12</b>		REGISTRATION # <b>NJ</b> VEHICLE YEAR AND MAKE <b>2012 FORD</b>		REGISTRATION # STATE VEHICLE YEAR AND MAKE		
<b>12</b>		VEHICLE IDENTIFICATION NUMBER <b>3F1AH1P01JGXCIR</b>		VEHICLE IDENTIFICATION NUMBER		
<b>12</b>		CARRIER NAME		CARRIER NAME		
<b>12</b>		CARRIER ADDRESS <b>(# Street, City or Town, State, Zip Code)</b>		CARRIER ADDRESS <b>(# Street, City or Town, State, Zip Code)</b>		
<b>12</b>		SOURCE OF CARRIER NAME <input type="checkbox"/> Shipping Paper/Trip Manifest <input type="checkbox"/> USDOT # <input type="checkbox"/> Driver <input type="checkbox"/> Side of Vehicle <input type="checkbox"/> ICCMC #		SOURCE OF CARRIER NAME <input type="checkbox"/> Shipping Paper/Trip Manifest <input type="checkbox"/> USDOT # <input type="checkbox"/> Driver <input type="checkbox"/> Side of Vehicle <input type="checkbox"/> ICCMC #		
<b>12</b>		GROSS VEHICLE WEIGHT HAZARDOUS MATERIAL PLACARD REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No 4 Digit # DISPLAYED? <input type="checkbox"/> Yes <input type="checkbox"/> No 1 Digit #		GROSS VEHICLE WEIGHT HAZARDOUS MATERIAL PLACARD REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No 4 Digit # DISPLAYED? <input type="checkbox"/> Yes <input type="checkbox"/> No 1 Digit #		
<b>12</b>		HAZARDOUS CARGO ENFORCEMENT ACTION TAKEN <input type="checkbox"/> None RELEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Arrest <input checked="" type="checkbox"/> Written Warning <input type="checkbox"/> Verbal Warning		HAZARDOUS CARGO ENFORCEMENT ACTION TAKEN <input type="checkbox"/> None RELEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Arrest <input checked="" type="checkbox"/> Written Warning <input type="checkbox"/> Verbal Warning		
<b>12</b>		STATUTE OR ORDINANCE #S SUBJECT <input type="checkbox"/> Operator <input type="checkbox"/> Carrier 14-236 OF ACTION <input type="checkbox"/> Owner <input type="checkbox"/> Pedestrian		STATUTE OR ORDINANCE #S SUBJECT <input type="checkbox"/> Operator <input type="checkbox"/> Carrier OF ACTION <input type="checkbox"/> Owner <input type="checkbox"/> Pedestrian		
<b>11</b>		AUTOMOBILE INSURANCE - NAME - POLICY #		AUTOMOBILE INSURANCE - NAME - POLICY #		
<b>12</b>		HERTZ VEHICLES LLC SELF-INSURED		PARTS OF VEHICLE DAMAGED		
<b>12</b>		PARTS OF VEHICLE DAMAGED		PARTS OF VEHICLE DAMAGED		
<b>12</b>		TOTALED		VEHICLE TOWED TO: <input type="checkbox"/> TOWED DUE TO DAMAGE		
<b>12</b>		VEHICLE TOWED TO: DAN & BILLS		VEHICLE TOWED TO: <input type="checkbox"/> TOWED DUE TO DAMAGE		
<b>12</b>		I.L.M.N.		Date of Birth O.P.Q. 4 1 1 1		
<b>1</b>		TRAFFIC UNIT # OPERATOR OR PEDESTRIAN #		Month Day Year		
<b>2</b>		TRAFFIC UNIT # OPERATOR OR PEDESTRIAN #		Month Day Year		
<b>3</b>		B 03 Heebink, Kelsey 1737 Nw 66th St SEATTLE, WA 98107		Month Day Year		
<b>4</b>				Month Day Year		
<b>5</b>				Month Day Year		
<b>6</b>				Month Day Year		
<b>7</b>				Month Day Year		
<b>8</b>				Month Day Year		

**Taylor, Alma (A.)**

---

**From:** Ada L Priddy <apriddy@hertz.com>  
**Sent:** Wednesday, April 10, 2013 2:41 PM  
**To:** Taylor, Alma (A.)  
**Subject:** 02-2012-21895 [REDACTED] defect

Hi Alma,

Our maintenance records can not be provided prior to the inspection.

Please schedule the inspection on the [REDACTED] claim for the Ford Fusion NJ I/p: L33BVV and provide me with the date of the inspection. I will then send out the authorizations to enter the Hertz lot.

Please do not schedule the inspection of the [REDACTED] claim until I get back to you.  
claim [REDACTED]

Thank you,

Ada L Priddy  
Examiner  
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA  
Phone: 201-307-5872 | Fax: 866-777-9439  
[apriddy@hertz.com](mailto:apriddy@hertz.com) | [www.hertz.com](http://www.hertz.com)

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5

6

**Taylor, Alma (A.)**

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**From:** Taylor, Alma (A.)  
**Sent:** Friday, April 12, 2013 7:40 AM  
**To:** 'Ada L Priddy'  
**Subject:** RE: 02-2012-21895 [REDACTED] defect

Hello Ada,

There are liability concerns that prevent any Ford personal from working outside of a Ford dealership. However, if the RCM electrical connectors are accessible, anyone with the capacity to utilize the Bosch Crash Data Retrieval tool can download the RCM Crash Data. If Hertz chooses to hire someone to download the RCM Crash Data, Ford Motor Company requests a copy of the report.

Alma Taylor  
Claims Analyst  
Legal Analyst- Office of the General Counsel-  
Product Claims

Phone: 313 317-1862  
Fax: 888 683-9898

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-----Original Message-----

From: Ada L Priddy [mailto:[apriddy@hertz.com](mailto:apriddy@hertz.com)]  
Sent: Thursday, April 11, 2013 9:12 AM  
To: Taylor, Alma (A.)  
Subject: RE: 02-2012-21895 goldmacher defect

Good morning Alma,

One question. Our vehicle is not in any condition to be moved to a dealership. Can the download be completed at the location where the vehicle is being stored?

Ada L Priddy  
Examiner  
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA  
Phone: 201-307-5872 | Fax: 866-777-9439  
[apriddy@hertz.com](mailto:apriddy@hertz.com) | [www.hertz.com](http://www.hertz.com)

**Taylor, Alma (A.)**

---

**From:** Ada L Priddy <[apriddy@hertz.com](mailto:apriddy@hertz.com)>  
**Sent:** Wednesday, April 10, 2013 3:20 PM  
**To:** Taylor, Alma (A.)  
**Subject:** RE: 02-2012-21895 [REDACTED] defect

Alma,

I did not know you sent this request to our maintenance person. I will follow up with this request.

Ada L Priddy  
Examiner  
The Hertz Corporation | PO Box 719 , Park Ridge, New Jersey 07656 USA  
Phone: 201-307-5872 | Fax: 866-777-9439  
[apriddy@hertz.com](mailto:apriddy@hertz.com) | [www.hertz.com](http://www.hertz.com)

From: "Taylor, Alma (A.)" <[ataylo29@ford.com](mailto:ataylo29@ford.com)>  
To: Ada L Priddy <[apriddy@hertz.com](mailto:apriddy@hertz.com)>  
Date: 04/10/2013 03:00 PM  
Subject: RE: 02-2012-21895 [REDACTED] defect

Hello Ada,

Our office has not received a response from Hertz regarding our request to download the RCM. Hopefully, the RCM Crash Data information will be helpful in determining if a vehicle inspection is warranted. Please advise.

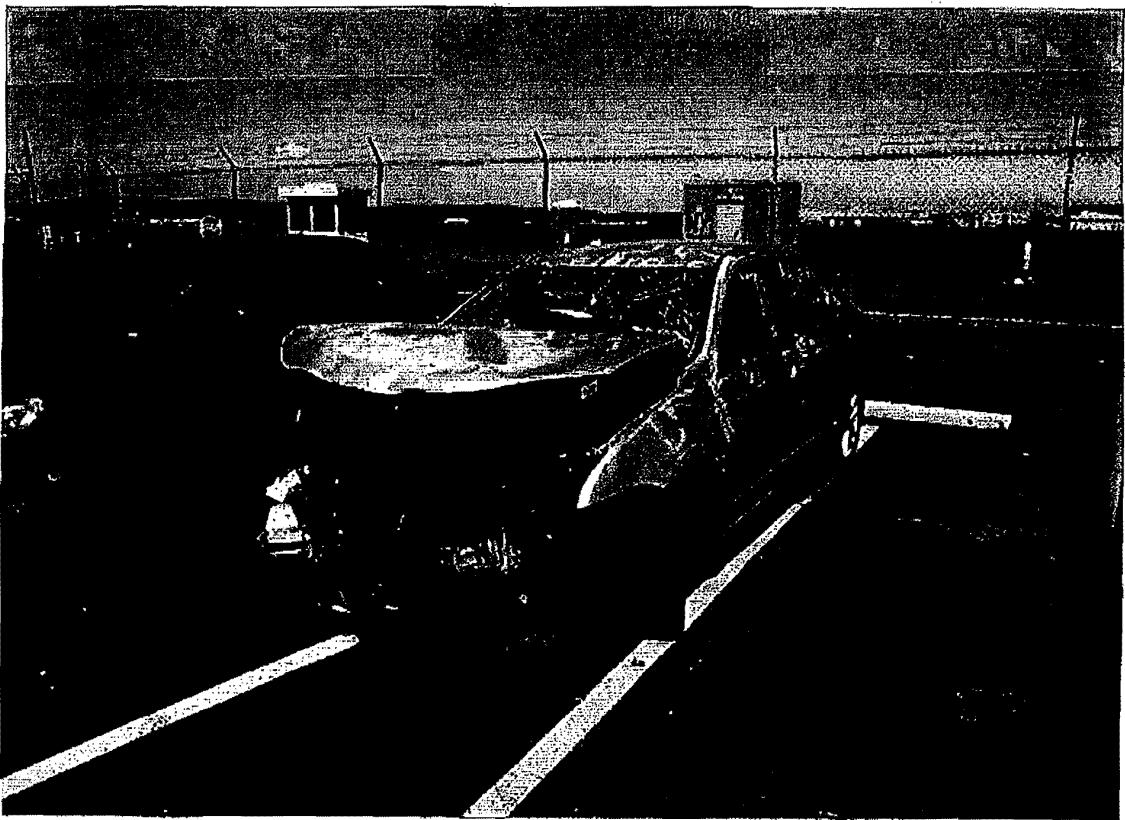
Alma Taylor  
Claims Analyst  
Legal Analyst- Office of the General Counsel-  
Product Claims

Phone: 313 317-1862  
Fax: 888 683-9898

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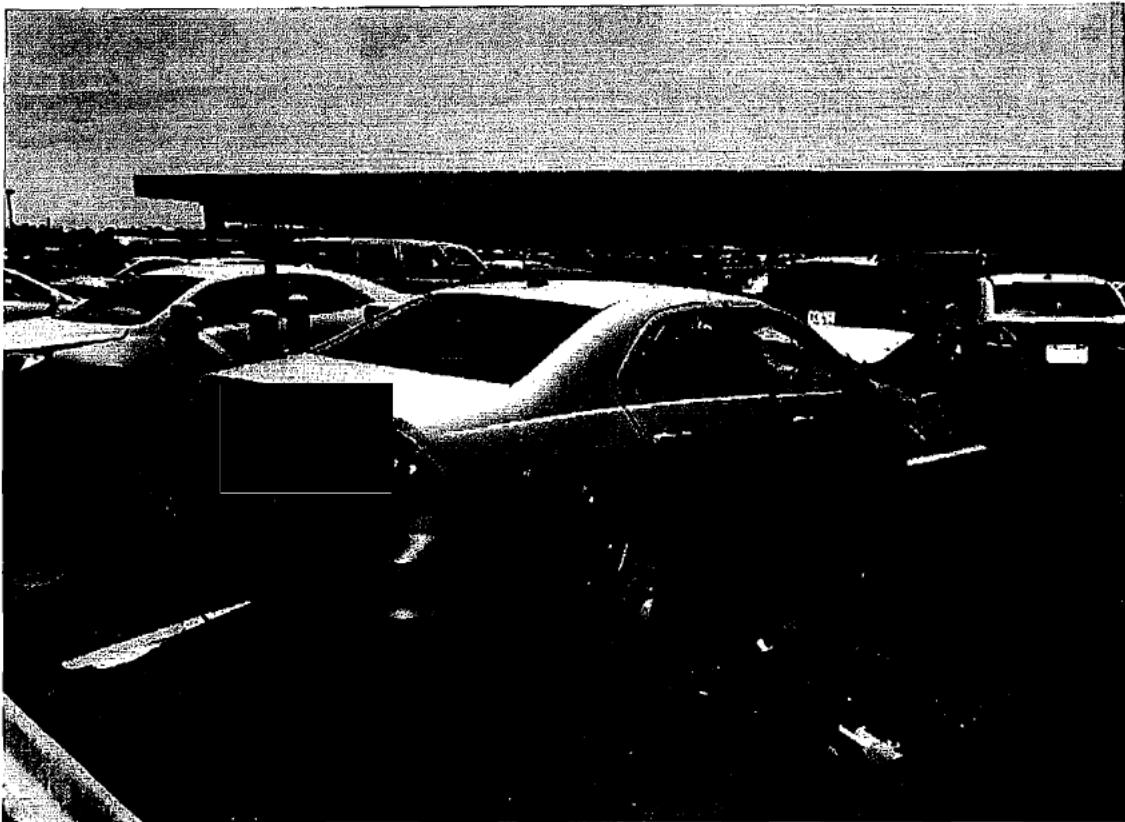


1



2

PE14-030 000248LC



3



4

PE14-030 000249LC

**Taylor, Alma (A.)**

---

**From:** Taylor, Alma (A.)  
**Sent:** Thursday, March 28, 2013 9:45 AM  
**To:** 'Douglas R Gagnon'  
**Subject:** RE: 2012 Fusion, VIN: 3FAHP0JGXCR [REDACTED]  
**Attachments:** Document.pdf

Hello Douglas,

Our office is requesting the Restraint Control Module (RCM) from this vehicle. Please review the attached documents. Thanks

*Alma Taylor*

Claims Analyst  
Legal Analyst- Office of the General Counsel-  
Product Claims

Phone: 313 317-1862  
Fax: 888 683-9898

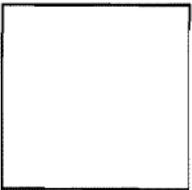
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**From:** Douglas R Gagnon [<mailto:DGagnon@hertz.com>]  
**Sent:** Sunday, March 24, 2013 10:17 AM  
**To:** Taylor, Alma (A.)  
**Subject:** RE: 2012 Fusion, VIN: 3FAHP0JGXCR [REDACTED]

hope these work for you  
Douglas R. Gagnon  
Maintenance Manager  
Hertz 860-386-2222  
Bradley International Airport  
Windsor Locks CT 06096

  
Douglas R Gagnon  
l Maintenance Mgr

---

Hertz | Bradley Airport, Windsor Locks, CT 06096 USA  
Phone: 860 3862222 | Fax: 860 3862253 | Mobile: 860 818 0334  
[dgagnon@hertz.com](mailto:dgagnon@hertz.com) | [www.hertz.com](http://www.hertz.com)

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From: "Taylor, Alma (A.)" <ataylor29@ford.com>  
To: "DGAGNON@HERTZ.COM" <DGAGNON@hertz.com>  
Date: 03/22/2013 11:03 AM  
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXCR [REDACTED]

---

Hello Doug,

I hope all is well.

As requested, here's my email address.

*Alma Taylor*

Claims Analyst  
Legal Analyst- Office of the General Counsel-  
Product Claims

Phone: 313 317-1862  
Fax: 888 683-9898

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**Taylor, Alma (A.)**

---

**From:** Douglas R Gagnon <DGagnon@hertz.com>  
**Sent:** Sunday, March 24, 2013 10:17 AM  
**To:** Taylor, Alma (A.)  
**Subject:** RE: 2012 Fusion, VIN: 3FAHP0JGXCR [REDACTED]  
**Attachments:** IMG\_3788.JPG; IMG\_3784.JPG; IMG\_3785.JPG; IMG\_3786.JPG; IMG\_3787.JPG

hope these work for you  
Douglas R. Gagnon  
Maintenance Manager  
Hertz 860-386-2222  
Bradley International Airport  
Windsor Locks CT 06096



Douglas R Gagnon  
Maintenance Mgr

---

Hertz | Bradley Airport, Windsor Locks, CT 06096 USA  
Phone: 860 3862222 | Fax: 860 3862253 | Mobile: 860 818 0334  
[dgagnon@hertz.com](mailto:dgagnon@hertz.com) | [www.hertz.com](http://www.hertz.com)

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From: "Taylor, Alma (A.)" <atalylo29@ford.com>  
To: "DGAGNON@HERTZ.COM" <DGAGNON@hertz.com>  
Date: 03/22/2013 11:03 AM  
Subject: RE: 2012 Fusion, VIN: 3FAHP0JGXCR [REDACTED]

---

Hello Doug,

I hope all is well.

As requested, here's my email address.

*Alma Taylor*  
Claims Analyst



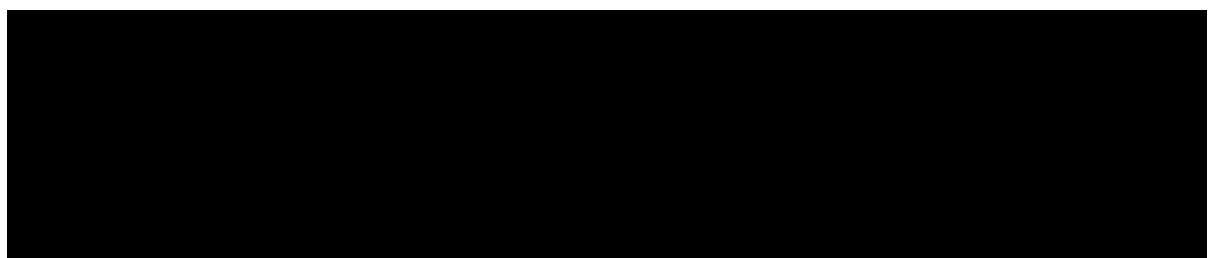
PE14-030 000253LC



PE14-030 000254LC



PE14-030 000255LC



**Malaney, Linda (L.)**

**From:** Hull, Michelle (M.K.)  
**Sent:** Monday, March 01, 2010 8:54 AM  
**To:** Malaney, Linda (L.); Taylor, Alma (A.)  
**Cc:** 'd-correl@dealeremail.com'  
**Subject:** FW: Dealer/Fleet Request For OGC Review

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS DEPT.

MAR 01 2010

OFFICE OF THE  
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

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

Please open and assign to Alma. Thanks

**From:** dcpform@ford.com [mailto:dcpform@ford.com]  
**Sent:** Saturday, February 27, 2010 5:21 PM  
**To:** Ordcalp, F (F.)  
**Subject:** Dealer/Fleet Request For OGC Review

**Dealer/Fleet Request For OGC Review**

**Dealership/Fleet Name:** SOUTH BAY FORD  
**Requesting Dealer/Fleet:** SOUTH BAY FORD  
**Contact Person:** DINO CORREA  
**Title:** SERVICE MANAGER  
**Address:** 5100 W. ROSECRAWS AVE.  
**Telephone:** 310-629-0837  
**Email Address:** d-correl@dealeremail.com  
**PA Code:** 00359  
**Region:** LA  
**City:** HAWTHORNE  
**Dealer State:** CA  
**Fax Number:** 310-706-6105  
**WSD:** 08/06/2009  
**Vehicle Year:** 2010  
**Vehicle Model:** FUSION  
**Vehicle VIN:** 3FAHP0HA8AR [REDACTED]  
**Mileage:** 9060  
**Customer/Fleet Name:** [REDACTED]  
**Street Address:** [REDACTED]  
**City:** HAWTHORNE  
**State:** California  
**Zip Code:** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** 99 - All Regions

**Incident Involves:** Accident

**Date of Incident:** 02/26/2010

**County in which incident occurred:** LA

**Is Alleging Defect:** Yes

**Alleging defect detail:** CUSTOMER STATES ENGINE STARTED REVINING BUT WOULD NOT GO LOST STEERING WHEN TRYING TO PULL OVER WAS HIT BY A SEMI TRUCK

**Police Report Filed:** No

**Insurance Company Contacted:** N

**Coach Builder State:** AK - Alaska

**Vehicle Location:** 5100 W. ROSECRANS AVE. HAWTHORNE CA 90250

**Resolution Sought Detail:** REPAIR VEHICLE REPAIR DAMAGE

**Comments:** DINO CORREA SERVICE MANAGER WILL START MY VACATION ON 3-3-10 I WILL NOT RETURN TILL 3-9-10 YOU CAN CONTACT RON KIEPKIE PARTS & SERVICE DIRECTOR AT 310-706-6101

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5100 W. Rosecrans Avenue  
Hawthorne, CA 90250  
(310) 706-6100  
www.southbayford.com



WE ACCEPT:  
VISA  
MASTERCARD  
AMERICAN EXPRESS  
&  
DISCOVER

NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS

CUSTOMER NO.		ADVISOR	601	TAG NO.	3467	INVOICE DATE	04/06/10	INVOICE NO.	FOCB229317
		LABOR RATE	LICENSE NO.	MILEAGE		COLOR		STOCK NO.	
			NEW		9,060	WHT PLAT ME	J10083		
HAWTHORNE, CA		YEAR / MAKE / MODEL	10/FORD/FUSION/4DR SDN I4 SE FWD			DELIVERY DATE	08/06/09	DELIVERY MILES	9
		VEHICLE I.D. NO.	3FAHP0HA8AR			SELLING DEALER NO.		PRODUCTION DATE	
		F.T.E. NO.				R.O. DATE	02/27/10		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS E# 99A							

JOB# 1 CHARGES-----

LABOR-----

J# 1 01FOZ-MISC1 - MISC TECH(S):601 WARRANTY  
CUSTOMER STATES THAT ENGINE STALLED WHILE DRIVING AND WHEN A  
CCEL ENGINE WOULD OVER RAV AND WOULD NOT STEER TO RIGHT  
INSPECTION ONLY

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

LABOR-----

J# 2 01FOZ-MISC2 - MISC TECH(S):601 WARRANTY  
CUSTOMER STATES THAT ENGINE WILL NOT CRANK INTERMITTENTLY  
INSPECTION ONLY

JOB# 2 TOTALS-----

TECHNICIAN CERTIFICATION-----

601

JOB# 2 JOURNAL PREFIX FOCB JOB# 2 TOTAL

0.00

DINO 1879

SERVICE DEPARTMENT HOURS:

7:00 AM - 6:00 PM MON - FRI  
7:00 AM - 4:00 PM SATURDAY

PARTS DEPARTMENT HOURS:

7:30 AM - 6:00 PM MON - FRI

7:00 AM - 4:00 PM SATURDAY

EPA # CAR 000141218  
B.A.R. # ARD 225696  
\*\*\*\*\*  
The Factory Warranty Constitutes All Of The  
Warranties With Respect To The Sale Of This  
Item/Items. The Seller Hereby Expressly  
Disclaims All Warranties, Either Express Or  
Implied, Including Any Implied Warranty Of  
Merchantability Or Fitness For A Particular  
Purpose And The Seller Neither Assumes Nor  
Authorizes Any Other Person To Assume For It  
Any Liability In Connection With The Sale Of  
This Item/Items."

TOTALS-----

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G... 0.00  
TOTAL MISC CHG. 0.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 0.00  
**TOTAL INVOICE \$ 0.00**

THIS FORM IS AN ITEMIZED LIST OF  
REPAIRS AND IS PART OF A REPAIR  
ORDER. THIS REPAIR ORDER  
CONTINUATION IS SUBJECT TO ALL  
THE CONDITIONS OF THE ORIGINAL  
REPAIR ORDER.

THANK YOU FOR YOUR BUSINESS!!

The Reynolds and Reynolds Computer Software, Hawthorne, California, Manufactured

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

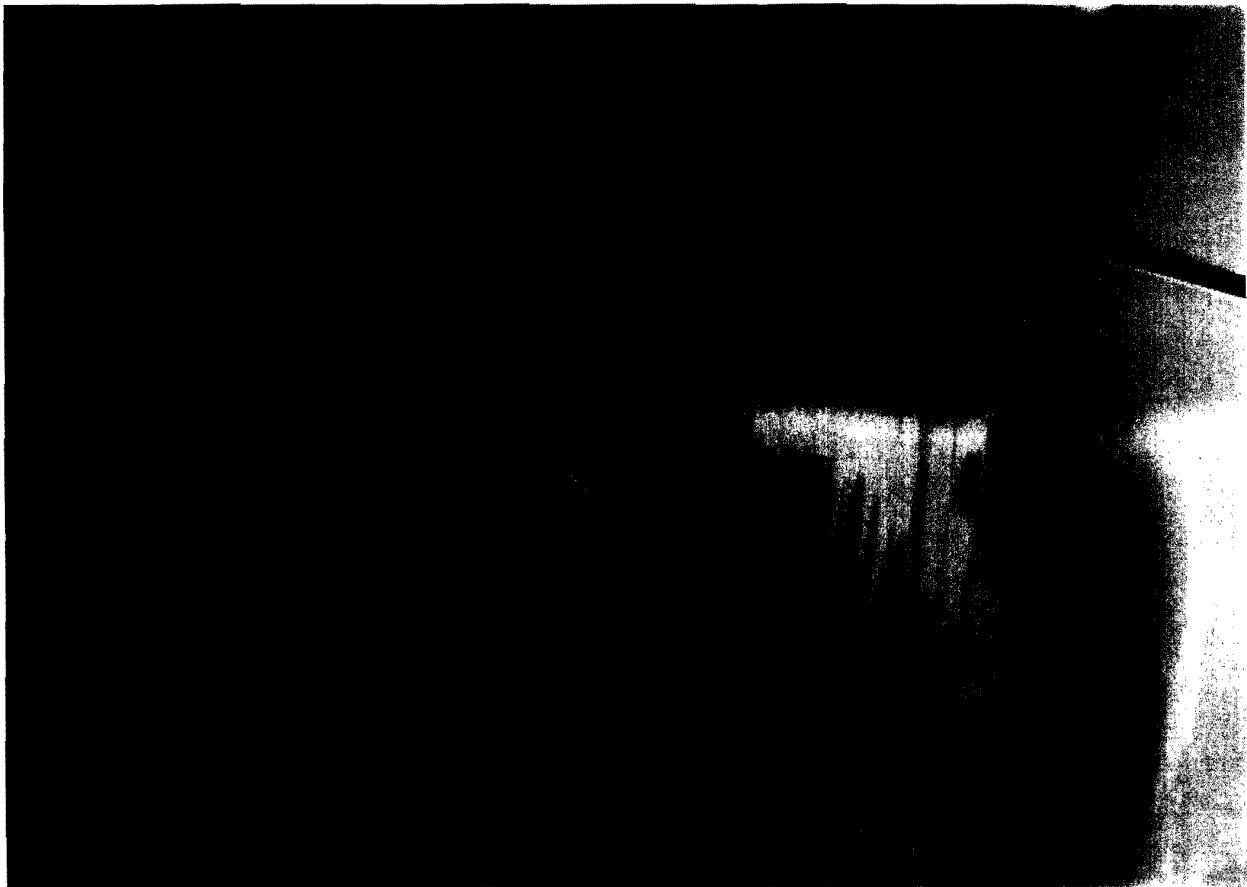
ALL PARTS ARE NEW  
UNLESS OTHERWISE  
SPECIFIED RM =  
REBUILT PARTS. SEE  
LAST DIGIT OF  
PART NUMBER FOR RM



PE14-030 000261LC



PE14-030 000262LC



PE14-030 000263LC

**Customer Info**

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]  
Address: [REDACTED] HAWTHORNE CA [REDACTED]  
Country: USA Language: EN  
Cell Phone: Pager:  
Preferred Contact method: Fax:  
Preferred Contact Time: Email: [REDACTED]

Ford Confidential

Vehicle List					
VIN	Year Model	Sales Type	Owner Status	Vehicle Info	
3FAHP0HA8AR [REDACTED]	2010 FUSION No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History	
4M2CU87G29K [REDACTED]	2009 MARINER No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History	
1FMFU19576L [REDACTED]	2006 EXPEDITION No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History	
4M2ZU66K73Z [REDACTED]	2003 MOUNTAINEER No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis Warranty History	
5LMFU27RX3L [REDACTED]	2003 NAVIGATOR No Open Issues	SALE TO AN INDIVIDUAL UNDER THE A OR Z PLAN	Original Owner	Oasis Warranty History	
5LMEU27A6YL [REDACTED]	2000 NAVIGATOR No Open Issues	RCL LEASED TO AN INDIVIDUAL	Original Owner	Oasis Warranty History	
1FAFP4045W [REDACTED]	1998 MUSTANG No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	No Oasis No Warranty History	

Ford Confidential

Report Applies to Country Code: USA

**OASIS RESULT:****3FAHP0HA8AR** [REDACTED]USA  
EN03/10/2010  
14:37:34  
FCXWS447

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**► VEHICLE INFORMATION**

VEHICLE DESCRIPTION	BODY STYLE	ENGINE
2010 FUSION	SE FWD	2.5L DOHC
TRANSMISSION	AXLE CODE	ENGINE CALIBRATION
6 SPEED AUTO 6F MID	30	ADE1F40A
PAINT COLOR	RADIO	GROSS VEHICLE WEIGHT
WHITE PLATINUM TRI-COAT	SINGLE CD/MP3 RADIO	4389 LB. GVW
AXLE RATIO	WHEEL SIZE	FRONT TIRE
3.066 FINAL DRIVE RATIO	7 X 17 STEEL WHEEL	P225/50VR 17
SYNC VERSION	VHR ACTIVATED	
V2	N	

**► WARNING MESSAGES**

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

**► ARN MESSAGES****► GENERAL WARRANTY INFORMATION**

WARRANTY START DATE	BUILD DATE	SALE MILEAGE
08/06/2009	07/24/2009	

**► OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

**► EXTENDED COVERAGES**

0968 - USA 2009 NEW 60/75K PREM MAINT(M&amp;W) 7.5K INTERVAL

STANDARD DEDUCTIBLE: 0 USD

OWNER NAME: [REDACTED]

OPTIONS:

EXPIRATION DATE: 08/06/2014

DISTANCE: 76,000

RENTAL: 0 UP TO 0 DAYS

TOWING: 0 USD

CONTRACT SOLD BY: USA 00359

ESP CONTRACT START DATE: 08/06/2009

OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY

[For competitive make ESP part verification click here](#)**► WARRANTY REPAIR HISTORY**

12/01/2009

DEALER: South Bay Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 004746M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
1S7Z 6731DA	ELEMENT ASY OIL FILT	001	MB7500	82	FREIGHT/POSTAGE/MAINTENANCE
XO 5W20QSP		005	MULTI		

3FAHP0HA8AR [REDACTED]

Page 2 of 2

MAINT

VEHICLE MAINTENANCE

000

FRONT BRAKES 10MM REAR 8MM PERFORMED 7.5K SERVICE AS PER MANUFACTURE SPEC CHANGED OIL AND FILTER, ROTATED TIRES, PERFORMED MULTI POINT INSPECTION.

[Click Here for Full Warranty History](#)

END OF OASIS REPORT FOR 3FAHP0HA8AR [REDACTED]

Server: AWS Prod

Claims loaded through: 09-MAR-2010

# Vehicle Information Report

**GENERAL VEHICLE INFORMATION:**
**(Related Claims)**

VIN: 3FAHP0HA8ARI [REDACTED] Veh Line: C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-10] Body Shell: \*  
 Model Year: 2010 Market Derived: F - FORD Navis Eng Serial No: 170709064012  
 Veh Type: C Drive Code: C/A - 2 WHL L/H FRONT DRIVE Engine: C/SB - 2.5L DOHC PFI 170HP DURATEC HE  
 Inv. Dealer: \* Body Cab Style: - 4 DOOR SEDAN-4 LITE Transmission: C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE  
 Vehicle Status Code: 800 Version/Series: \* - [N/A]  
 Trace Eng Serial No:  
 -----1-----2-----3-----4-----5-----6-----7-----8  
 E1111 170709064012 OG 316 AA  
 Trace Trans Serial No:  
 A4932 14070991951452159E5P 7000 MA 15

**BUILD INFORMATION:**

Region: NA Plant: A3 - HERMOSILLO PLANT BUILD  
 Country: MEX Prod Date: 24-JUL-2009

**SALE INFORMATION:**

Region: NA Selling Dealer [code]: SOUTH BAY FORD LINCOLN MERCURY [171018- \*]  
 Country: USA Selling Dlr St/Prov: CA Buyer St/Prov:  
 Arrival Date: 03-AUG-2009 Red Carpet Lease: \*  
 Sale Date: 06-AUG-2009 Fleet/Retail/Co. Lease: R  
 Warranty Start Date: 06-AUG-2009 Modified Vehicle: \* Vehicle Count Flag: Y  
 Orig Warranty Date: 06-AUG-2009 Reacquired Vehicle: \* Vehicle Export Flag: N

**VOC/EOC:**

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0  
 PORAR182923YB 3 A F 2 19F8156 GF E 2 W 7DS U J 2FF SMB 371A018 2V UG DW DA3  
 FAHB 4 O 202A 9AWCA

**INSTALLED OPTION INFORMATION:**

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	H
Audio Disk:	* - [N/A]	Instrumentation:	* - [N/A]

Axle Ratio:	EGAA8 - 3.066 FINAL DRIVE RATIO	Mirror(Driver Side):	AD - DRIVER POWER MIRROR
Axle Type:	* - [N/A]	Mirror(Psngr Side):	AD - PASS POWER CONVEX MIRROR
Battery Amp Rating:	*	Paint:	PN3KP - WHITE PLATINUM TRI-COAT
Brake Code:	* - [N/A]	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	PA - SINGLE CD/MP3 RADIO
Calibration Code:	ADE1F40A	Sound System:	BA - STANDARD AUDIO (BASE)
Color(Accent):	* - [N/A]	Susp'n Tandem Axle:	
Color(Trim):	000DW - CHARCOAL BLACK	Tire Manufacturer:	AJ - Michelin
Delivery Type:	0	Tire Brand:	0ADECX - Pilot HX MXM4 93V
Driveshaft Code:	*	Tire Size:	D3KGP - P225/50VR 17
Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Traction Control:	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Base:	

**TIRE DOT INFORMATION:**

LF: M30ADECX2709 RF: M30ADECX2709  
LR: M30ADECX2709 RR: M30ADECX2709  
LT: \* RF: \*

SPARE: UYMP\_ABC2209 DOT Plant Manufacturer: M3 - MICHELIN NORTH AMERICA , INC. ; GREENVILLE ; SOUTH CAROLINA

**ESP INFORMATION: EMISSIONS INFORMATION:**

ESP Code: \* Emission Code: DGAAC - DGAAC  
ESP Coverage(Miles): \* Emission Cert Type: 5  
ESP Coverage(Time): \* Emission Decal Suffix: TRD  
ESP Plan Year: \* Engine Family: AFMXV025VEF  
ESP Signature Date:

Any comments? You can contact

*webmaster*

8593

Server: AWS Prod

Claims loaded through: 09-MAR-2010

## STANDARD CLAIMS LIST

## AWS Online Report

Run Date: 10-MAR-2010

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

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
3FAHP01A8AK█████	DE	C/DE	F	C/FA	*	C/A	A3	C/W6	C/SB	24-07-09	06-08-09	171018	USA	4	6Y05	*	MAINT	*	F09	SXX	V99	A99	82
AWS Claim Key:	87941	Doc #:	22020805	Trx Code:	0968S	Labor Hrs:	1	Labor Cost:	37.4	Material Cost:	22.08	Total Cost:	61.17										
Dlr Cd-Sub Cd:	00359.*	Name:	SOUTH BAY FORD LINCOLN MERCURY	Ph:	310-6440211	St: CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	01-DEC-2009	DIST(Mile):4746										
Cust Comments:	QCM SERVICE PERFORM SCHEDULED 7.5K SERVICE PER SRVICE PLAN.																						
Tech Comments:	FRONT BRAKES 10MM REAR 8MM PERFORMED 7.5K SERVICE AS PER MANUFACTURE SPEC. CHANGED OIL AND FILTER, ROTATED TIRES, PERFORMED MULTI POINT INSPECTION.																						

Any comments? You can contact



webmaster

ESP / Recall Information

VIN: 3FAHP0HA8AR [REDACTED]

Contract: 1 of 1

-----ESP Purchase Details-----

Purchaser: [REDACTED]

Plan Type: USA 2009 NEW 60/75K PREM MAINT(M&W) 7.5K INTERVAL

Selling Dealer: SOUTH BAY FORD LINCOLN MERCURY

Deductible:

Rental:

Towing Allowance:

Status: Active

Expiration Date: 2014-08-06

Expiration Miles: 76,000

Plan Year: 2009

Purchase Type: N

Options:

-----ESP Cancellation Details-----

Process Date:

Dealer Received Date:

Cancel Date:

Refund Percent:

Dealer Credited:

No Recall Information for this VIN

## VEHICLE DETAIL

VIN: 3FAHP0HA8AR [REDACTED]	Engine: 2.5L DOHC PFI 170HP DURATEC HE
Make: FORD	Transmission: 6 SPD AUTO TRANS 6F MID-RANGEA
Model: FUSION	Paint Code/Color: WHITE PLATINUM TRI-COAT
Year: 2010	Calibration: ADE1F40A
Pay Load:	Max Towing Weight:
GVWR: 04389	Axle Ratio:
WheelBase: YB	Warranty Start Date: 8/6/2009
GCWR:	Vehicle Build Date: 7/24/2009
PEP Code: 202A	

Selling Dealers Name: SOUTH BAY FORD LINCOLN MERCURY

Selling Dealers P & A Code: 00359 Selling Dealers Sales Code: F71018

Selling Dealers Main Phone: 310-644-0211 Selling Dealers Service Phone: 310-644-0211

## Vehicle Order Image

```

1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50
P O H A R 1 8 2 9 2 3 Y B 3 A F 2 1 9 F 8 1 5 6 G F E 2 W 7 D S
1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100
U J 2 F F S M B 3 7 1 A 0 1 8 2 V U G D W D A 3
1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F A H 8 4 0 2 0 2 A 9 A W C A
1 2 3 4 5 6 7 8 9 160

```

Ford Confidential

<b>VIN FSA Details</b>	
* Confidential *	
VIN:	3FAHPOHA8AR [REDACTED]
FSA Status:	Launched
Brand:	FORD
Manufacturing Country:	MEX

**FSA Details**

<b>Vehicle Details</b>				
Code	Vehicle Condition	Begin Date	End Date	Source
<b>Vehicle Conditions</b>				

**Owner Details**

<b>Current Owner</b>			
Business Name:			
Owner Name:	[REDACTED]		
Address 1:	[REDACTED]		
Address 2:			
Address 3:			
Address 4:			
City:	HAWTHORNE		
State/Province:	California	Phone #:	
ZIP/Postal Code:	[REDACTED]	E-Mail:	
Country:	UNITED STATES		
Owner Effective Date:	07-Aug-2009	Vendor Applied Date:	07-Aug-2009
Vendor Match Code Description:	-		
N&A Source:	NAVIS	GCamp Applied Date:	14-Aug-2009
Mail Status:	Active	Mail Suppression Date:	
Fleet Code:		Fleet Name:	
Fleet Status:		Fleet Mgmt Code:	-
Company Car:			
<b>Original Owner</b>			
Business Name:			
Owner Name:	[REDACTED]		
Address 1:	[REDACTED]		
Address 2:			
Address 3:			
Address 4:			
City:	HAWTHORNE		
State/Province:	California	Phone #:	

ZIP/Postal Code:	[REDACTED]	E-Mail:	
Country:	UNITED STATES		
Owner Effective Date:	07-Aug-2009	Vendor Applied Date:	07-Aug-2009
N&A Source:	NAVIS	GCamp Applied Date:	14-Aug-2009
Mail Status:	Active	Mail Suppression Date:	
Fleet Code:		Fleet Name:	
Fleet Status:		Fleet Mgmt Code:	-
Company Car:			

P&A Code	GEO Sales	Sales Code	Sub Code	Description
Ordering	00359	USA	F71018	South Bay Ford Lincoln Mercury
Ship-To				NOT AVAILABLE
Stocking	00359	USA	F71018	South Bay Ford Lincoln Mercury
Selling	00359	USA	F71018	South Bay Ford Lincoln Mercury
<b>FSA Details</b>				
<b>FSA Counts</b>				
FSA Category	Repair Eligible (Open)	Repair Ineligible (Closed)	Total	
<b>Total</b>	0	0	0	0

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DEALER 71A 018 VIN 3FAHP0HA8A[REDACTED]

	Suggested Retail Price	Invoice Amount
FUSION SE 2010 MODEL YEAR	20545.00	18940.00
UG WHITE PLATINUM MET TRI-COAT	495.00	431.00
DW CHARCOAL BLK CLOTH BUCKETS		
INCLUDED ON THIS VEHICLE		
.RAPID SPEC 202A	1340.00	1166.00
.SUN & SYNC VALUE PACKAGE		
.POWER MOONROOF		
.SYNC VOICE ACTIVATED SYSTEMS		
.EC RR MIX MIC/COMP		
OPTIONAL EQUIPMENT		
99A .2.5L I4 ENGINE	NC	NC
44W 6-SPD AUTO TRANSMISSION	875.00	761.00
T7D .P225/50R17 V-RATED TIRES	NC	NC
153 FRONT LICENSE PLATE BRACKET	NC	NC
422 CALIFORNIA EMISSIONS	NC	NC
TOTAL OPTIONS	2710.00	2358.00
TOTAL VEHICLE & OPTIONS	23255.00	21298.00
DESTINATION & DELIVERY	725.00	725.00
TOTAL BEFORE DISCOUNTS	23980.00	22023.00
##SPECIAL ADDED DISCOUNTS#	445.00-	387.00-
 TOTAL FOR VEHICLE	23535.00	
03 U.S. GAL FUEL CHARGE		8.01
CA NEW MTR VEHICLE BOARD FEES		65
PDAP/LMDA ASSESSMENT		353.00
SHIPPING WEIGHT 3205 LBS.		
TOTAL	23535.00	21997.66

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to  South Bay Ford Lincoln Mercury 71A018 P.O. BOX 1550 Hawthorne CA 90251		Order Type 2	Ramp Code RL27	Batch ID 9G172	Price Level 020
Ship to (if other than above)		Date Inv. Prepared 07 17 09	Item Number 71-8156	Transit Days 08	
		Ship Through			
Invoice & Unit Identification NO. 3FAHP0HA8A[REDACTED]	Final Assembly Point HERMOSILLO	Finance Company and/or Bank Ford Motor Credit 000001			

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
684	21997.66	21294.41	21394.41	22184.02

This invoice to be used for the billing of vehicles only

Dealer's copy

PE14-030 000275LC

# SOUTH BAY FORD

RECEIVED

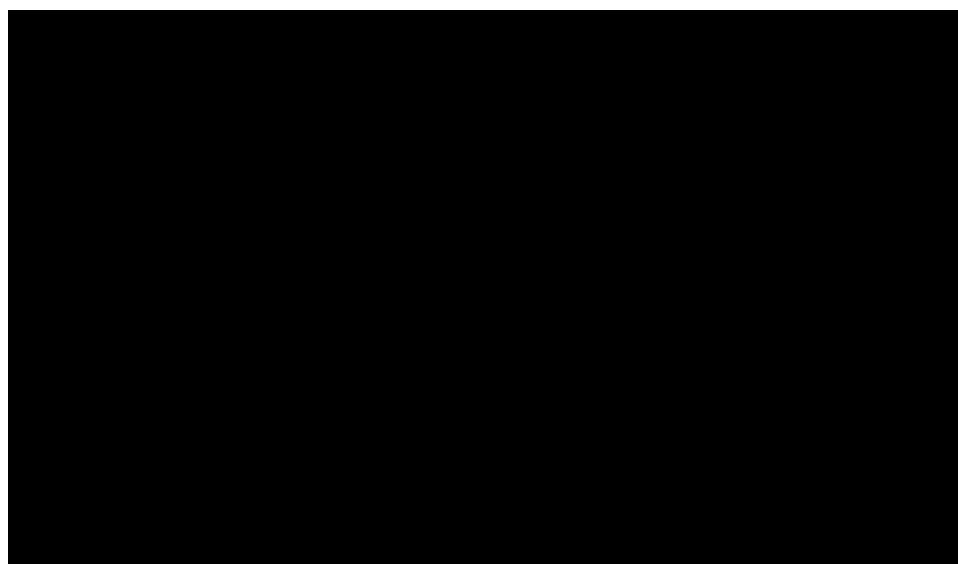
*JUST THE FAX FROM DINO*

FAX # 310-706-6105 PHONE 310-706-6104

NAME ALMA TAYLOR  
DATE 4-7-10  
FAX #888-683-9898

NOTES \_\_\_\_\_

\_\_\_\_\_



13 FEB 14 AM 11:12

LP

# EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2742 GRAND AVENUE, 2<sup>ND</sup> FLOOR, BELLMORE, NY 11710

---

TEL: (516) 203-4001  
FAX: (516) 740-3104  
[ekrukas@lemonfreedom.com](mailto:ekrukas@lemonfreedom.com)

February 8, 2013

Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

Attn: Legal Department

Our Client(s): [REDACTED]  
Vehicle: 2010 Ford Fusion  
VIN: 3FAHP0HA0AR [REDACTED]  
Our Case Number: 01-003216

OGC LIT 2013FEB14 PM5:24

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnuson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

Suspension related defects;

Steering defect;

Failure to start condition;

Vehicle stalled at highway speeds;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,



Eugene Krukas, Esq.

Enc.



1235 ZEREGA AVE. - BRONX, NY 10462  
718-629-8800

Facility #:	R/O Open Date	R/O Number
7103354	1/04/12	6424114/1
SERVICE DEPARTMENT HOURS	R/O Close Date	Status
7:30 a.m. to 6:00 p.m. Monday - Friday	1/06/12	Reprint
8:00 a.m. - 3:00 p.m. Saturday	Mileage In	Mileage Out
	22583	22584
	Service Advisor / Tag #	
	JUAN KORTRIGHT	
Work Phone	Vehicle Identification Number	
[REDACTED]	3FAHPOHA0AR	
Home Phone	Delivery Date	In-Service Date
[REDACTED]	6/06/10	6/06/10
Body	Color	License Number
4DSD	GRAY	[REDACTED]
Year	Make	Model
2010	FORD	FUSION SE
10F5271		

#### DESCRIPTION OF SERVICE AND PARTS

##### #1 - MR 24: RECALLS

CUSTOMER STATES PERFORM RECALL 11S23.

Caused by

CONCERN VERIFIED.

Corrected by 11S23A:

Work performed by James Dorset(354)

Installed BE5Z 1012 B :NUT - WHEEL

Qty: 1

Warranty  
Warranty

PERFORMED RECALL 11S23 WHEEL STUD AND REAR BRAKE  
DISC INSPECTION AND LUG NUT REPLACEMENT.

WPI

##### #2 - MR 99P: PERFORM MULT-POINT

Corrected by GBATT: PERFORMED BATTERY STATE OF HEALTH  
TESTED GOOD

Work performed by James Dorset(354)

Corrected by YBRAKE: PERFORMED BRAKE INSPECTION WARNING  
INDICATOR ARE 3 TO 5MM OR 4/32 TO 7/32 FOR DISC OR  
1.01 TO 2MM

Work performed by James Dorset(354)

Corrected by YTIRE: PERFORMED TIRE INSPECTION THE  
CURRENT MEASUREMENTS ARE BETWEEN 4/32 AND 6/32

Work performed by James Dorset(354)

Sub Total: Labor: .00 Parts: .00 Total: .00

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

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

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(8) 2201AF000A 7 3 0068 10

Jan. 22, 2013 12:50PM

PE14-030 000280LC



1235 ZEREGA AVE. - BRONX, NY 10462  
718-829-8800

<b>Facility #:</b> 7103354	R/O Open Date <b>1/23/12</b>	R/O Number <b>6424480/1</b>
<b>SERVICE DEPARTMENT HOURS</b> 7:30 a.m. to 6:00 p.m. Monday - Friday 8:00 a.m. - 3:00 p.m. Saturday	R/O Close Date <b>1/28/12</b>	Status <b>Reprint</b>
	Mileage In <b>23411</b>	Mileage Out <b>23412</b>
	Service Advisor / Tag #	
	<b>SALVATORE SANTORELLI</b>	
Work Phone	Vehicle Identification Number <b>3FAHP0HA0AR</b>	
Home Phone	Delivery Date <b>6/06/10</b>	In-Service Date <b>6/06/10</b>
Body	Color <b>GRAY</b>	Licence Number
OSD		

#### **DESCRIPTION OF SERVICE AND PARTS**

#1 - MR Customer Reports: CUSTOMER STATES SYNC IS OUT  
Corrected by 12651D: (A60) (04)  
Work performed by Elias Diaz(377)  
Corrected by 12651D4:  
Work performed by Elias Diaz(377)  
Corrected by MT091403:  
Work performed by Elias Diaz(377)  
VERIFIED CONCERN FOUND SYNC INOP PROGRAMMED SYNC A  
ND RETEST OK NOW WORKING PROPERLY  
WPI

#2 - MR Customer Reports: CUSTOMER STATES WHEN PARKING IN  
REVERSE VEHICLE MAKES A NOISE FROM STEERING WHEEL  
Corrected by 5486AT: (N58) (33)  
Work performed by Elias Diaz(377)  
Installed AE5Z 5K483 A :LINK Qty: 2  
VERIFIED CONCERN HOOK UP CHASSIS EAR TO LOCATE NOISE  
COMING FROM FRONT SWAY BAR LINKS REPLACED BOTH  
LINKS WPI

#3 - MR Customer Reports: CUSTOMER STATES AT RED LIGHT CAR  
JERKS FORWARD  
Work performed by Elias Diaz(377)  
PERFORMED ROAD TEST BUT CANNOT DUPLICATE

#4 - MR Customer Reports: CUSTOMER STATES WHEN SHUTTING OFF  
VEHICLE THERE IS A NOISE FROM MUFFLER  
Work performed by Elias Diaz(377)  
COULD NOT DUPLICATE CONCERN

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** I hereby authorize the repair work hereinabove to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of services rendered.

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

LABOR	
PARTS	
DEDUCTIBLE	
SUBLT	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

x

LG 2000 LEADERSHIP TEAM

2013.77.12:50PM

PF14-030 000281 | C



1235 ZEREGA AVE. - BRONX, NY 10462  
718-629-8600

Facility #: 7103354  
**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 8:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
1/23/12	6424480/2
R/O Close Date	Status
1/28/12	Reprint
Mileage In	Mileage Out
23411	23412
Service Advisor / Tag #	
<b>SALVATORE SANTORELLI</b>	
Vehicle Identification Number	
3FAHP0HA0AR	
Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number
GRAY	

BRONX, NY [REDACTED]

Year	Make	Model	Body
2010	FORD	FUSION SE	4DSD
10F5271			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 - MR Customer Reports: CUSTOMER STATES THERE IUS A SQUEEKING NOISE FROM BR AKS Work performed by Elias Diaz(377) INSPECT FRONT AND REAR BRAKES HAVE AROUND 60% ROTO RS LOOK GLAZED BUT PERFORM ROAD TEST NO NOISE DUPLICATED AT THIS TIME	Warranty
*****	*
* www.cityworldFLM.com	*
*****	*****

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

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

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>.00</b>

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

10/29/2012 10:44:10 AM

No. 9900 F 4

Jan 22, 2013 12:50PM

PE14-030 000282LC



1235 ZEREGA AVE. - BRONX, NY 10452  
718-829-8600

Facility #: 7103354

SERVICE DEPARTMENT HOURS  
7:30 a.m. to 6:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
5/15/12	6426584/1
R/O Close Date	Status
5/18/12	Pre-Invoice
Mileage In	Mileage Out
26634	26634
Service Advisor / Tag #	

THOMAS SANCHEZ

Vehicle Identification

3FAHP0HA0AR

Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number
GRAY	

BRONX, NY

Work Phone

Home Phone

Year	Make	Model	Body
2010	FORD	FUSION SE	4DSD
10F5271			

#### DESCRIPTION OF SERVICE AND PARTS

#### AMOUNT

#### #1 - Customer Reports:

CUSTOMER STATES CAR STALLED OUT ON THE HIGHWAY

Caused by

VERIFIED CONCERN CHECKED FOR DTC AND PASSED  
CHECKED OASIS FOR TSB AND SSMS NO MESSAGE FOUND  
CHECKED FOR PCM UPDATE AND RECALABRATION FOR PCM.  
CONTACTED HOTLINE AS PER HOT LINE MONITOR PITS FR  
ETC ACTUAL AND DESIRED PART PCM-AU7A-12A650 CGD TO  
FIND DIFFERENCE AS PER HOT LINE ALSO INSPECTED CA  
NISTER PURGE V ALVE AND TESTED OK.

Work performed by FRANCISCO A PENA (736)

Installed DS7Z 9E926 A : THROTTLE BODY AND MOTOR AS Qty: 1  
REPLACED ETC AND PERFORM DRIVE CYCLE AND RETESTED  
THE SYSTEM AND TESTED OK

Warranty  
Warranty

#### #2 - Customer Reports:

CUSTOMER STATES VEHICLE MAKES STRANGE NOISE WHEN GOING INTO REVERSE

Work performed by FRANCISCO A PENA (736)  
NO PROBLEM FOUND

Sub Total: .00

\*\*\*\*\*  
\* www.cityworldFLM.com \*  
\*\*\*\*\*

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR COMPUTERIZED OR SPECIAL ORDERS.

**Hotline Assistance Request**

**VIN:** 3FAHP0HA0AR [REDACTED]  
**Vehicle:** 2010 FUSION  
**RO Number:** 6426584  
**Contact ID:** 105409476  
**Request Date:** 05-15-2012  
**Technician:** ellas diaz

**Request Form Details:**

**Description of vehicle concern:**  
c/s vehicle stalled in highway

**Diagnostics performed:**

check oasis for tsbs/ssms no message found eec tect system for codes system pass

**Parts replaced:**

NONE

**Tech's question:**

REPROGRAM PCM WITH LATEST CALIBRATION BUT I COULDNT DUPLICATE CONCERN,I WANTED TO KNOW IF THERES ANY KNOWN PROBLEM CAUSE THERES 3 FORD FUSION IN THE SHOP WITH THE SAME CONCERN

**Additional Diag/Comments**

**Comment from:** Ford    **Comment Date:** 5/15/2012 12:01:59 PM

Elias,

Monitor ETC actual vs. ETC desired PIDs for a difference of over three degrees. If this is found, there is an Internal Electronic Throttle Body (ETB) fault and the ETB should be replaced. Note that KAM must be reset if an ETB is replaced.

Inspect EVAP canister purge valve operation. If the EVAP canister purge valve sticks open, excessive fuel vapor and/or raw fuel will be drawn into the intake manifold. This can cause a stall, especially on decel or low speed situations. Inspect EVAP canister for raw fuel. If this is found the canister must be replaced. Note that the most common cause of raw fuel in the EVAP canister is the customer overfilling the vehicle. Ask the customer if the stall seems to occur after refueling. If so, an EVAP related concern is more likely.

Ask the customer if the odometer displays dashes during the stalling event. This would indicate the PCM is going offline, which would cause the vehicle to stall. If this is the case, swap in a known good PCM power relay for testing purposes and perform a load test/voltage drop on all PCM power/ground circuits.

There have not been common reports to inform you of at this time regarding stalling on this model.

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Additional comments or diagnostic info



1235 ZEREGA AVE. - BRONX, NY 10462  
718-828-8600

Facility #: 7103354

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 6:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
6/23/12	6427361/1
R/O Close Date	Status
6/23/12	Pre-Invoice
Mileage In	Mileage Out
27878	27878
Service Advisor / Tag #	

THOMAS SANCHEZ

Vehicle Identification Number

3FAHP0HA0AR

Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number

BRONX, NY [REDACTED]

Year      Make      Model      Body

2010    FORD      FUSION SE      4DSD

10F5271

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: CUSTOMER STATES CAR WILL NOT START Caused by VERIFIED CONCERN. CONNECTED TO BATTERY TESTER FOUND FAULTY BATTERY. MUST REPLACE BATTERY DTC_006CK_4KTJO_001 ACES_X907F.	
Work performed by Elias Diaz (377)	
Installed BXT 96R 590 :BATTERY REPLACED BATTERY AND TESTED OK	Qty: 1
*****	Warranty
* www.cityworldFLM.com	*
*****	Warranty

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

No. 8796 E. 15

Jan 18, 2013 9:30AM

PE14-030 000285LC



1235 ZEREGAAVE. - BRONX, NY 10462  
718-828-8600

Facility #: 7103354

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 6:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
8/31/12	6428651/1
R/O Close Date	Status
9/04/12	Pre-Invoice
Mileage In	Mileage Out
30224	30225
Service Advisor/ Tag #	

**JUAN KORTRIGHT**

Vehicle Identification Number

3FAHP0HA0AR

Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number

BRONX, NY

Year	Make	Model	Body
2010	FORD	FUSION SE	4DSD
10F5271			GRAY

**DESCRIPTION OF SERVICE AND PARTS**

#1 - 45FOZ: STEERING/SUSPENSION

CUSTOMER STATES INTERMITTENTLY WHILE DRIVING TRACTION CONTROL LIGHT COMES ON AND STEERING WHEEL BECOMES HARD TO TURN. (CHECK AND REPORT).

Caused by

CONCERN VERIFIED. UPON INSPECTION TECH CHECKED OASIS FOR TSBS/SSMS NO MESSAGE FOUND. HOOKED UP IDS TO RETREIVE NO DTC S. PERFORMED PINPOINT TEST A1 BY SYMTOM CHART-FOR STEERING LACK OF ASSIST OR INCONSISTENT ASSIST. TEST A1-NO A2-NO A3-YES.

Work performed by Elias Diaz (377)  
Installed AE5Z 3504 CE :GEAR ASY - STEERING AS PER PINPOINT TEST REMOVED AND REPLACED THE RACK AND PINION ASSEMBLY. ROAD TESTED. CUSTOMER CONCERN NO LONGER PRESENT. VEHICLE OPERATING AS DESIGNED.

\*\*\*\*\*  
\* www.cityworldFLM.com \*  
\*\*\*\*\*

**AMOUNT**

Warranty  
Warranty

**Total Fees Amount**

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D. .	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

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

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NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

16

No. 8796 F

Jan. 18, 2013 9:30AM

PE14-030 000286LC



1235 ZEREGA AVE. - BRONX, NY 10462  
718-829-8600

Facility #: 7103354

SERVICE DEPARTMENT HOURS  
7:30 a.m. to 6:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
10/19/12	6429504/1
R/O Close Date	Status
11/13/12	Reprint
Mileage In	Mileage Out
31685	31695
Service Advisor / Tag #	

JUAN KORTRIGHT/692

Vehicle Identification Number

3FAHP0HACAR

Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number

BRONX, NY [REDACTED]

Year	Make	Model	Body	Color
2010	FORD	FUSION SE	4DSD	GRAY
10F5271				

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 45FOZ: STEERING/SUSPENSION CUSTOMER STATES HEARS A NOISE COMING FROM THE FRONT OF THE VEHICLE WHEN TURNING. Caused by CONCERN VERIFIED. UPON INSPECTION OF VEHICLE TECH HOOKED UP CHASSIS EARS TO LOCATE NOISE COMING FROM THE DRIVER SIDE LOWER CONTROL ARMS. CONTROL ARM BUSHINGS WORN OUT.	
Work performed by VALENTIN DIKLICA(330)	Warranty
Caused by HECK VERIFIED CUST CONCERN PERF VISUAL INSPECTION ROADTEST VEHICLE USING THE CHASSIS EAR TOOL LOCATE NOISE COMING FROM THE L/F LOWER ARMS	
Work performed by 1041 : 4789 () Installed AE5Z 3078 A :ARM ASY - FRONT SUSPENSION      Qty: 1 Installed BE5Z 3079 A :ARM ASY - FRONT SUSPENSION      Qty: 1 REMOVED AND REPLACED THE DRIVER SIDE LOWER CONTROL ARMS. ROAD TESTED. CUSTOMER CONCERN NO LONGER PRESENT. VEHICLE OPERATING AS DESIGNED. 5 DAY RENTAL AT 30 DOLLARS A DAY FOR A TOTAL OF \$150.00.	Warranty Warranty Warranty
***** * www.cityworldFLM.com * *****	

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2000 ARIZONA INC. - FLORIDA ARIZONA INC. 100218-102

5 13 00801N

Jan. 22, 2013 12:15PM

PE14-030 000287LC

Feb. 4, 2013 11:26AM

No. 9465 P. 2/2



Facility #: 7103354

SERVICE DEPARTMENT HOURS  
7:30 a.m. to 8:00 p.m.  
Monday - Friday  
8:00 a.m. - 3:00 p.m. Saturday

R/O Open Date	R/O Number
1/07/13	6430821/1
	Status
2/02/13	Pre-Invoice
Mileage In	Mileage Out
33836	33838
	Service Advisor / Tag #

JUAN KORTRIGHT  
Vehicle Identification Number

3FAHP0HA0AR

Delivery Date	In-Service Date
6/06/10	6/06/10
Color	License Number

BRONX, NY	Work Phone	Home Phone
Year	Make	Model
2010	FORD	FUSION SE
10F5271	Body	4DSD
	Color	GRAY

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 45FOZ: STEERING/SUSPENSION CUSTOMER STATES HEARS A RUBBING NOISE COMING FROM THE FRONT OF THE VEHICLE WHILE DRIVING. Caused by CONCERN NOT VERIFIED. UPON INSPECTION TECH CHECKED AND HEARD SLIGHT RUBBING NOISE COMING FROM THE FRONT OF THE VEHICLE. CHECKED FRONT SUSPENSION ALL OK. Work performed by VALENTIN DIKLICA (330) COULD NOT DUPLICATE CUSTOMER CONCERN AT THIS TIME. VEHICLE OPERATING AS DESIGNED. SLIGHT RUBBING NOISE IS A NORMAL CHARACTERISTIC OF THE VEHICLE. AS A ONE TIME COURTESY REMOVED AND REPLACED BOTH PASSANGER SIDE LOWER CONTROL ARMS.	Internal

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

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

Eugene Krukas, PLLC  
2742 Grand Avenue, 2nd Floor  
Bellmore, NY 11710

MID-ISLAND NY 117

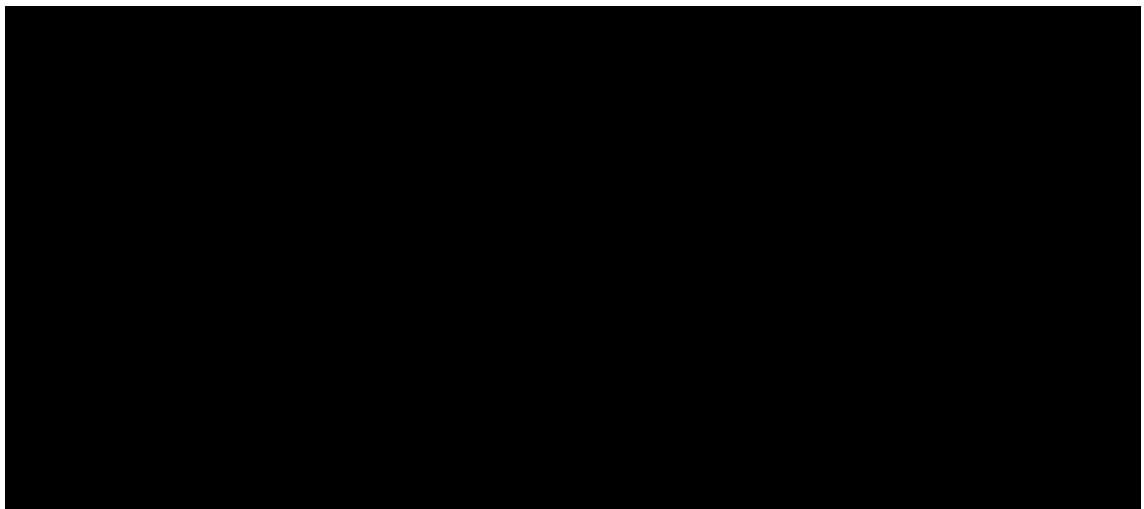
11 FEB 2013 PM 7 L



Ford Motor Company  
16800 Executive Plaza Dr.  
PO Box 6248  
Dearborn, MI 48121

48121624848

PE14-030 000289LC



W

# ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

J. ROBERT HARRIS, ESQ., OF COUNSEL  
LICENCED IN VIRGINIA

34 WEST QUEENS WAY  
HAMPTON, VA 23669  
(757)722-2131 FACSIMILE: (800) 304-5348  
EMAIL: BOB@LEMONLAWINFO.COM

RECEIVED  
OCT 21 2011

October 20, 2011

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

RE: [REDACTED] v. Ford Motor Company  
**NOTICE OF CONSUMER WARRANTY LAW VIOLATION**

Our Client: [REDACTED]  
Vehicle: 11 Ford Fusion [REDACTED]  
VIN: 3FAHP0JA4BR [REDACTED]  
Date of purchase: 03/23/11  
Our File No.: VA11-10138

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Steering;
2. Suspension;
3. Serious safety defect.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, a complaint will be filed.

Sincerely,



J. Robert Harris, Esq.  
Attorney at Law

CC: [REDACTED]



1001 Jamestown Road • PO Box 2599 • Morganton, NC 28680

Service Direct Line (828) 584-4114

(828) 584-4600 • Toll free 1-800-951-2277 (CARS)

www.crossroadsford.com • www.crossroadscars.com

CUSTOMER NO. <b>33183</b>		ADVISOR <b>CHRIS BURLESON</b>	TAG NO. <b>777 574</b>	INVOICE DATE <b>07/02/11</b>	INVOICE NO. <b>FOCS43728</b>
		LABOR RATE	LICENSE NO.	COLOR	STOCK NO.
				<b>6,155</b>	
VIRGINIA BEACH, VA		YEAR/MAKE/MODEL <b>11/FORD/FUSION/4DR SDN SEL FWD</b>	VEHICLE ID NO.	DELIVERY DATE	DELIVERY MILES
NONE		<b>3FAHP0JA4BR</b>	F.T.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			
<b>MO: 6178</b>					

LABOR & PARTS  
**J# 1 32F0Z STEERING**  
 POWER STEERING FAILURE LOGHT CAME ON.  
 C/S POWER STEERING FAULT LIGHT CAME ON AND LOST POWER STEERI  
 RETRIEVED CODES FROM PCM PASS.RETRIEVE ALL CMOTES U415,  
 P0TAE, C1277, AND C1963. CLEARED ALL CODES ATTEMPTED TO  
 REVERIFY CONCERN.ROADTEST 23 MILES ALL SELF TEST PASS.  
 UNABLE TO VERIFY AT THIS TIME.

TECH(S):767

**WARRANTY**

**DISCLAIMER OF WARRANTY**  
 The only warranties, if any, applying to this part(s) and/or service are those offered by the manufacturer. The Seller, CROSSROADS FORD LINCOLN MERCURY OF MORGANTON, INC., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of ZERO-AVAILABILITY fitness for a particular purpose, and NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. This disclaimer by the Seller, CROSSROADS FORD LINCOLN MERCURY OF MORGANTON, INC., in no way affects the terms of the manufacturer's warranty. Dealer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

**J# 2 00F0Z99P MULTI POINT INSPECT**  
 TECH(S):767  
 PERFORM MULTI POINT INSPECTION.  
 MULTI POINT INSPECTION COMPLETED.

JOB # 2 TOTAL LABOR &amp; PARTS

0.00

0.00

**Attorney's fees and/or collection cost**  
 may be added if collection of past due account becomes necessary.

**NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.**

**SERVICE HOURS**

Mon. - Fri. 7:30 A.M. - 5:30 P.M.  
 SATURDAY 7:30 A.M. - 12:00 P.M.

COMMENTS  
 WAITER

TOTALS

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE:  
 \* 10/01/2011 / 35 MI 01F023K 3K INTERVAL REC SVC  
 \*\*\*\*\*

CROSSROADS FORD APPRECIATES YOUR BUSINESS. WE LOOK FORWARD  
 TO SERVING YOU IN THE FUTURE.

TOTAL LABOR... 0.00  
 TOTAL PARTS... 0.00  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G... 0.00  
 TOTAL MISC CHG. 0.00  
 TOTAL MISC DISC 0.00  
 TOTAL TAX.... 0.00

CASH ( ) CHECK ( ) CHECK# ( )

TOTAL INVOICE \$ 0.00

VISA ( ) M/C ( ) AMEX ( )

CHARGE ( )

CUSTOMER SIGNATURE

Bob

Tristan

488-8311

Service Mgr.

**THANK YOU**  
 FOR YOUR BUSINESS!

ALL RECOMMENDED SERVICES ARE BY  
 CROSSROADS FORD LINCOLN MERCURY  
 OF MORGANTON, NC, AND MAY  
 NOT BE PROVIDED BY AN OUTSIDE CONTRACTOR.

E SIDE FOR  
 INFORMATION

CUSTOMER #: 190479

683574

**MALLOY  
FORD**

WORKORDER

PAGE 1

1911 Valley Ave. \* WINCHESTER, VA 22601  
(540) 667-4434  
TOLL FREE: (800) 572-2506HOME: [REDACTED] CONT: [REDACTED]  
BUS: CELL:

SERVICE ADVISOR: 7574 JACKSON, RUSTY

COLOR	YEAR	MAKE/MODEL	VEHICLE	MILEAGE IN ODOMETER	TAG		
	11	FORD FUSION	3FAHP0JA4BR [REDACTED]		7934/	T760	
DEL DATE	PROD DATE	WARR EOE	PROMISED	PENDING	RATE	PAYMENT	NV DATE
01JAN11 DD			17:00 30JUL11			CASH	
REC OPENED		READY			OPTIONS: DLR:05322 ENG:2.5 Liter		
30JUL2011 07:24							

## VERIFICATION SERVICE HISTORY

CLSD DTE

RG# 9/A MILEAGE OR CODE TECH TYPE DESCRIPTION

DINE OR CODE TECH TYPE DESCRIPTIONS/INSTRUCTIONS *7504F-2*  
 # A 7479 CUSTOMER STATES THE POWER STEERING IS NOT WORKING  
 99 7479 WP MISCELLANEOUS REPAIR

# B 7479 27 POINT MPI INSPECTION WITH BATTERY TEST (\$29.95)  
 99 7479

- "CUSTOMER'S RIGHTS"
1. YOU MAY REQUEST A WRITTEN ESTIMATE FOR REPAIRS WHICH COST IN EXCESS OF \$25.
  2. YOU MAY NOT BE CHARGED ANY AMOUNT TEN PERCENT IN EXCESS OF THE WRITTEN ESTIMATE WITHOUT YOUR CONSENT.
  3. YOU ARE ENTITLED TO THE RETURN OF ANY REPLACED PARTS EXCEPT WHEN PARTS ARE REQUIRED TO BE RETURNED TO THE MANUFACTURER UNDER A WARRANTY AGREEMENT.
  4. REPAIRS NOT ORIGINALLY AUTHORIZED BY YOU MAY NOT BE CHARGED TO YOU WITHOUT YOUR CONSENT.

ORIGINAL ESTIMATE  CUSTOMER ACCEPTANCE AUTHORIZED ADDITIONS  ADDITIONS OR'D BY 

A DATE TIME

In the event that you, the customer, authorizes commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.

CUSTOMER #: 271175

236395

## \* INVOICE\*

# KENNY ROSS

FORD SOUTH  
3200 Library Road  
caste Shannon, PA 15234  
(412) 881-0001  
[www.kennyross.com](http://www.kennyross.com)

DUPLICATE 1

PAGE 1

SERVICE ADVISOR: 4875 SCOTT ALBORG

CHESAPEAKE, VA  
HOME: [REDACTED] CONT: N/A  
BUS: [REDACTED] CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG
	11	FORD FUSION	3FAHP0JA4BR [REDACTED]		8139 / 8139	T472SA
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN11 DD			17:00 01AUG11		70.00	CASH
R.O. OPENED	READY		OPTIONS: ENG: 2.5 Liter			10AUG11
12:13 01AUG11	14:01 10AUG11					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	TOW IN	STEERING	IS LOKING UP	CLUSTER DISPLAY READS SERVICE POWER			
			STEERING SYSTEM				
CAUSE:	8-7-11	TECH COMMENTS:	DIAG AND PINPOINT TESTS PER ESE FOR CODES P07AE:09-C0 AND U0415:00-48 - CLEAR CODES AND RD TEST W-DATE				
			LOGGER TO MAK				
12650D	EEC SYSTEM	DIAGNOSIS	- (QUICK TEST)	- L			
			PESANKA, MARK D LIC#:				
			W94				(N/C)
1	AE5Z-3504*CE	GEAR ASY	- STEERING				(N/C)
			12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST				
			L				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
12650DX1	EEC SYSTEM	DIAGNOSIS	- (QUICK TEST)	- L			
			EXTRA TIME TO REPEAT FINAL QUICK TEST				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
12650D81	PID RECORDER/MONITOR	TEST WITH ROAD TEST					
			L				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
3504A	STEERING GEAR	ASSEMBLY - REMOVE AND INSTALL					
			OR REPLACE (3504/3A500) - L				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
3001A	CASTER, CAMBER,	TOE-IN - CHECK	- L				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
3001A6F	TOE-IN - CORRECT	(FRONT/REAR)	- L				
			PESANKA, MARK D LIC#:				
			W94				(N/C)
MT14056D5L	M TIME TO R&R	AIR BAG ASSY.					
			PESANKA, MARK D LIC#:				
			W94				(N/C)

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the amount due.

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS	DESCRIPTION		TOTALS
	LABOR AMOUNT	PARTS AMOUNT	
Fri. 7 AM to 6 PM			
Sat. 8 AM to 4:30 PM			
* Customer Lounge			
* Early Bird Service			
* Shuttle Service Available			
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.			
TOTAL CHARGES			
LESS INSURANCE			
SALES TAX			
PLEASE PAY THIS AMOUNT			

Thank You For Your Business!

[www.kennyross.com](http://www.kennyross.com)

CUSTOMER #: 271175

236395

## \* INVOICE \*

CHESAPEAKE, VA

HOME: [REDACTED] CONT: N/A  
BUS: CELL:DUPLICATE 1  
PAGE 2**KENNY ROSS**FORD SOUTH  
3200 Library Road  
Castle Shannon, PA 15234  
(412) 681-0001  
[www.kennyross.com](http://www.kennyross.com)

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG	
	11	FORD FUSION	3FAHP0JA4BR [REDACTED]		8139/8139	T472SA	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN11 DD			17:00 01AUG11		70.00	CASH	10AUG11
R.O. OPENED	READY		OPTIONS: ENG:2.5_Liter				
12:13 01AUG11	14:01 10AUG11						

LIN#	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
L	3078AF	ARM ASSEMBLY - FRONT SUSPENSION LOWER -					
		REMOVE AND INSTALL OR REPLACE (3078/3079) -					
L	85008	PESANKA, MARK D	LIC#:	[REDACTED]			
		W94					(N/C)
L	3078AL	ARM ASSEMBLY - FRONT SUSPENSION LOWER -					
		REMOVE AND INSTALL OR REPLACE (3078/3079) -					
L	85008	PESANKA, MARK D	LIC#:	[REDACTED]			
		W94					(N/C)
L	MT3A130	M TIME TO PULL TIE ROD ENDS AND CHECK SPINDLE REPEATEDLY					
		85008 PESANKA, MARK D	LIC#:	[REDACTED]			
		W94					(N/C)

FC: H22 42

PART#: AE5Z\*3504\*CE

COUNT:

CLAIM TYPE:

AUTH CODE:

1383

8139 8/7/11 TECH COMMENTS: DIAG AND PINPOINT TESTS PER FSE FOR CODES P07AE:09-C0 AND U0415:00-48 - CLEAR CODES AND RD TEST W/DATE LOGGER TO MAKE RECORDINGS FOR FSE. 8/8/11 FSE COMMENTS: FSE REVIEWED VEHICLE. REQUESTED TECH TO PULL TIE ROD ENDS AND CHECK ROTATION OF SPINDLE REPEATEDLY. PULLED DRIVERS AIR BAG AND CHECK TORQUE ON STEERING WHEEL. WORKED WITH ENGINEERING - FSE REQUESTED BOTH FRT AFT LOWER CONTROL ARMS BEING REMOVED AND MEASURED FOR TORQUE ON BALL JOINTS. FSE REQUESTS RACK BE REPLACED DUE TO STEERING ROTATION TO RIGHT LUMP UP TO 90° IN LBS. TURNING LEFT 30-40 IN LBS. INITIALLY UP TO 120 IN/LBS TO GET OFF CENTER TURNING TO RIGHT. 8/9/11 TECH COMMENTS: REPLACE PS RACK - MEASURE TURNING TORQUE PER FSE BEFORE OUTER TIE RODS INSTALLED - 20 IN LBS IN BOTH DIRECTIONS PEAKING AT 25 IN LBS IN LAST 180° OF ROTATION BEFORE LOCK - NO BREAKAWAY TORQUE INCREASE. REINSTALL AIR BAG. CHECK CAS/CAM AND TOE - SET TOE.

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS	DESCRIPTION	TOTALS
Mon. - Thurs. 7 AM to 6 PM	LABOR AMOUNT	
Fri. 7 AM to 6 PM	PARTS AMOUNT	
Sat. 8 AM to 4:30 PM	GAS, OIL, LUBE	
* Customer Lounge	SUBLET AMOUNT	
* Early Bird Service	MISC. CHARGES	
* Shuttle Service Available	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

Thank You For Your Business!

[www.kennyross.com](http://www.kennyross.com)

CUSTOMER #: 271175

236395



## \*INVOICE\*

DUPLICATE 1

PAGE 3

FORD SOUTH  
3200 Library Road  
Castle Shannon, PA 15234  
(412) 881-0001  
[www.kennyross.com](http://www.kennyross.com)

CHESAPEAKE, VA

CONT:N/A

BUS:

CELL:

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG
		11 FORD FUSION	3FAHP0JA4BR [REDACTED]		8139 / 8139	T472SA
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN11 DD			17:00 01AUG11		70.00	CASH
12:13 01AUG11	14:01 10AUG11		OPTIONS: ENG:2.5_Liter			10AUG11

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

B KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION

99P KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION

85008 PESANKA, MARK D LIC#: [REDACTED] (N/C)

ISPOL

GBATT BATTERY CONDITION IS GOOD AT THIS TIME

85008 PESANKA, MARK D LIC#: [REDACTED] (N/C)

ISPOL

\*\*\*\*\* YOU MAY RECEIVE A SURVEY FROM FORD REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE \*\*\*\*COMPLETELY SATISFIED\*\*\* AND WE HAVE \*\*\*EXCEEDED YOUR EXPECTATIONS.\*\*\* PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU!!!!\*\*\*\*\*

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS	DESCRIPTION	TOTALS
Mon. - Thurs. 7 AM to 6 PM	LABOR AMOUNT	0.00
Fri. 7 AM to 6 PM	PARTS AMOUNT	0.00
Sat. 8 AM to 4:30 PM	GAS, OIL, LUBE	0.00
* Customer Lounge	SUBLET AMOUNT	0.00
* Early Bird Service	MISC. CHARGES	0.00
* Shuttle Service Available	TOTAL CHARGES	0.00
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LESS INSURANCE	0.00
	SALES TAX	0.00
PLEASE PAY THIS AMOUNT		0.00

Thank You For Your Business!

[www.kennyross.com](http://www.kennyross.com)

IDS 73.05

SELFTESTAPP.SELF-TEST.Main

7/30/2011

**Select Option**

- Pass - HVAC
- Pass - IPC
- Pass - OCSM
- Pass - PCM
- Pass - RCM
- C1277-20- ABS
- C1963-20- ABS
- U0416:00-48- PSCM
- P07AE:09-C8- PSCM

**Snapshot Data**

- P07AE:09-C8- PSCM
- U0415:00-48- PSCM

**Optional equipment Modules**

- Fall - 4X4
- Fall - PAM

**DTCs**

**Power Steering Control Module**

**Description - P07AE**  
Transmission Friction Element G Performance/Stuck Off

**Failure Type - 09**  
Component Failures

**Status - C8 (Indeterminate - Warning Lamp On)**  
Fault previously detected but monitor has not completed to determine state, with warning lamp on (MIL, Wrench, Message Center, etc.).

**Diagnostic Protocol - 14229**  
Select I button help for additional information on 14229 DTC structure

*Penpoint F1 - F4*

Vin: 1G

start

IDS 73.05

Oct 11 11 10:21a

PE14-030 000299LC

Wally Ford 10/2

~~FROM FORD'S MANUAL FOR DEALERS~~

F4 : TEST DRIVE TO CHECK FOR RETURNING DTCs

- Clear the PSCM DTCs.
- Cycle the ignition to OFF and then back to RUN.

NOTE: Always drive the vehicle in a safe manner according to driving conditions and obey all traffic laws.

*From Ford's Manual For Dealers***F4 : TEST DRIVE TO CHECK FOR RETURNING DTCs**

- Clear the PSCM DTCs.
- Cycle the ignition to OFF and then back to RUN.

**NOTE:** Always drive the vehicle in a safe manner according to driving conditions and obey all traffic laws.

- Test drive the vehicle in the following manner:
  - With the engine running/ready, stop the vehicle on an unsealed concrete or asphalt surface (in order to provide adequate friction for a thorough test).
  - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.
  - Return the steering wheel to the center position and move the vehicle forward approximately 32 cm (1 ft).
  - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.
  - Return the steering wheel to the center position and move the vehicle forward approximately 32 cm (1 ft).
  - With the vehicle in gear and the brakes applied, turn the steering wheel lock-to-lock.

**NOTE:** The next portion of the test drive will require the vehicle to be driven at highway speeds.

**NOTE:** The test period is a cumulative time of 10 minutes. Stopping, going slower than 72 km/h (45 mph) or faster than 96 km/h (60 mph) will not affect the test as long as a total time of 10 minutes is spent between 72-96 km/h (45-60 mph) with at least 4 lane changes during that time/speed window.

- Continue test driving the vehicle in the following manner:
  - Bring the vehicle to a minimum speed of 72 km/h (45 mph), maximum of 96 km/h (60 mph).
  - Maintain that speed for at least 10 minutes.
  - During this 10-minute time period, make a minimum of 4 lane changes or turns that achieve a steering wheel angle of at least 20 degrees.
  - The test drive is complete.
- Press Read Vehicle Information button to retrieve DTCs from the vehicle. **NOTE:** DTCs may be displayed from previous diagnostic actions.

**■ Vehicle Information:**

VIN 3FAHP0JA4BR [REDACTED]

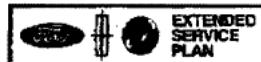
**■ System Related CMDTCs Active {retrieved 30 July 2011 09:44:17}** 

DTC	Description	Type	Source	Status
N/A	No relevant DTCs detected	N/A	PSCM	

**■ System Related CMDTCs cleared since initial read:** 

- Is DTC P07AE:09 present?

Yes	No
INSTALL a new EPAS gear. REFER to Section 211-02.	The condition to set the DTC is not present at this time. RETURN the vehicle to the customer. For all other PSCM DTCs , REFER to

**NATIONAL VEHICLE SERVICE CONTRACT  
APPLICATION, TERMS & CONDITIONS**
Deal #8881 Stock #  
2011 FORD FUSION SD**SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE**

3FADHP01A4BR

01321311 01321311

Vehicle Identification Number

Signature Date

Warranty Start Date

- CPO  
 Incomplete Vehicle  
 Police Vehicle

Internet Sale  Yes  No IPP - Term  5  11  17**SECTION B - TYPES OF NEW PLANS**CORE COVERAGES  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi):  ExtraCARE  PremiumCARE (Standard Deductible is \$100)RENTALCARE COVERAGE  RentalCARE (Standard Deductible is \$0)SUPER DUTY COVERAGES  Diesel EngineCARE  Diesel EngineCARE Plus (Standard Deductible is \$0)DEDUCTIBLES  \$0  \$200 (Not Available on all Core Coverages)(Optional Only)  \$50  Disappearing (Not Available on all Core Coverages)OPTIONS  First Day Rental Delete (Core/CPO Coverages)  Enhanced Rental (Not available on All Coverages)SURCHARGES  12 Months/12,000 Miles  Ambulance/Shuttle/Tow Truck (Specialty)  Snowplow Commercial Business Use  Turbocharger/Supercharger**SECTION C - TYPES OF USED PLANS**CORE COVERAGES  PowertrainCARE  BaseCARE  ExtraCARE  PremiumCARE (Standard Deductible is \$100)DEDUCTIBLES (Optional ONLY)  \$50  \$200  DisappearingOPTIONS/SURCHARGES  First Day Rental Delete  Enhanced Rental  Turbocharger/Supercharger  Snowplow**SECTION D - COVERAGE TERM AND COST**

**NEW PLAN AGREEMENTS:** Coverage BEGINS at the New Vehicle Limited Warranty Start Date and Zero Miles/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles/Hours.

**USED PLAN AGREEMENTS:** ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE - Coverage BEGINS at the Signature Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the expiration of the New Vehicle Limited Warranty. ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) - Coverage BEGINS at the Signature Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the Signature Date and Current Mileage/Hours.

Plan Name	Plan Term		Plan Expiration		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
	Months	Mileage	Date	Mileage			
Core Plans:	72	75,000	03/23/17	75,000	\$ 1895.00	\$ 47.38	\$ 1942.38
Other Plans:	N.A.	N.A.	N.A.	N.A.	\$ N.A.	\$ N.A.	\$ N.A.
Current Mileage:	*Current Hours:		*Expiration Hours:		Total	Total	Total
150	N.A.		N.A.		\$ 1895.00	\$ 47.38	\$ 1942.38

\*Required for Incomplete or Diesel Equipped Vehicles.

**SECTION E - DISCLOSURE INFORMATION**

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

**MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.**

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic service requirements. I understand that I am responsible for paying all premiums for coverage under this Agreement, except as otherwise provided by law.

MARCH 23RD, 2011

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

TONI MAE HAINSWORTH 570 HUNTERS BRIDGE DRIVE CHESAPEAKE, VA 23320

Service Contract Holder/Purchaser Name and Address P.O. BOX 305053  
SUNTRUST BANK CONSUMER LENDING SERVICES NASHVILLE TN 37230-5053

Service Contract Lienholder Name

**SECTION F - DEALERSHIP INFORMATION**

CALIFER FORD AT CHESAPEAKE SQUARE 4021 PORTSMOUTH BLVD (757) 488-6311

Dealership Name and Address CHESAPEAKE, VA 23320 Phone Number \_\_\_\_\_

Business Mgr \_\_\_\_\_

0 1 3 2 2 3

Dealership Signature \_\_\_\_\_ EMPLOYEE STARS ID \_\_\_\_\_ P&amp;A Code \_\_\_\_\_

ESP 8240-Nat App/Provs - (Oct 10) (Previous Editions May Not be Used)  
dataworksforbusiness.com Ref: ESP11 10/10

CUSTOMER COPY



Entire Car Protection

## GAP ADDENDUM

GAP ADDENDUM #  
FP501

766385

 Loan    Lease/Balloon    Installment Sales Contract
**CUSTOMER/BORROWER INFORMATION**

Deal #8881 Stock #

Name:	[REDACTED]	Phone:	[REDACTED]
Address:	[REDACTED]		
City:	CHESAPEAKE	State:	VA
		Zip:	[REDACTED]

**COVERED VEHICLE INFORMATION**

M.S.R.P.	Inception Date	**Term (Month)	Expiration Date:
\$27,355.00	03/23/2011	72	04/07/2017
Year:	Make:	Model:	Mileage:
2011	FORD	FUSION	150
VIN#:	3FAHP0JA1BR-[REDACTED]		Amount Financed/ Capitalized 29353.46

\*Max. Eligibility Limit: 150%

\*\*Maximum Term of GAP: 84 Months

**DEALER/CREDITOR INFORMATION**

Name:	CAVALIER FORD AT CHESAPEAKE SQUARE	Dealer: Policy #:	Phone:
Address:	4621 PORTSMOUTH BLVD		
City:	CHESAPEAKE	State:	VA
	<input type="checkbox"/> Basic GAP	<input checked="" type="checkbox"/> GAP CHARGE \$	600.00

**FINANCIAL INSTITUTION/LENDER INFORMATION**

Name:	SUNTRUST BANK CONSUMER LENDING SE	Lender/Lessor: Policy #:	Phone:
Address:	P.O. BOX 305053		
City:	NASHVILLE	State:	TN
		Zip:	37230-5053

This Guaranteed Automobile Protection (GAP) Contract Addendum (addendum) amends the financing contract. This GAP addendum is between the customer/borrower (I, you or your) and the dealer/creditor (we, us, or our), or if assigned with the assignee.

Although not required to do so, you have elected to participate in our GAP Program. GAP does not take the place of insurance on the vehicle.

You are responsible for maintaining collision and comprehensive insurance for the full value of the vehicle and any other insurance required by the financing contract or applicable law. You are responsible for all notifications or claims that are required to be filed with your automobile insurance company. We will not process or handle your insurance claims for you.

**TERMINATION OF ADDENDUM:** This addendum will terminate on the date that either of the following events occur: 1. the date your financing contract is scheduled to terminate; 2. upon payment in full of the financing contract; 3. expiration of any redemption period following the repossession or surrender of the covered vehicle; 4. in the event of a constructive total loss or theft of the covered vehicle; or 5. the date the loan/financing contract is prepaid or the financing contract is refinanced. It is your responsibility to notify the dealer/creditor, in writing, of your request to cancel this coverage and to request a refund/credit of the GAP charge.

**ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED.** BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE. This coverage may decrease over the term of your financing contract and may not extend for the full term of your loan/financing contract. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. You also acknowledge that you have read and understand this addendum and its provisions. No other verbal representations have been made to you that differ from these written provisions. If you purchase GAP from this dealer/creditor, you understand that the financial institution/lender may retain all or a portion of the charge paid by you. This addendum includes a binding arbitration clause. You should carefully read the back of this addendum for additional information on eligibility, requirements, conditions and exclusions that could prevent you from receiving benefit under this addendum.

Yes, I accept this GAP addendum and its terms and Conditions. /

Dealer/Creditor Signature

03/23/2011  
Date03/23/2011  
Date

In the event of a constructive total loss to the covered vehicle, we agree to waive our rights against you for the amount due under a payable loss. In addition to the provisions of payable loss, you will remain responsible for payment of any items stated under Exclusions.

**REPORT YOUR TOTAL LOSS TO OUR GAP ADMINISTRATOR**  
Nation Safe Drivers/NIU • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • (888) 684-9327

All payable loss claims must be reported to us within 90 days of receiving settlement from the primary carrier, or if no primary carrier coverage is in effect on the date of loss within 90 days of the accident or theft, or within 90 days of repossession, whichever applies. No payment for payable loss will be made by us if the claim is not reported within the stated time periods. **YOUR RIGHT TO CANCEL:** You have the unconditional right to cancel and terminate this optional addendum for a refund/credit of the unearned portion of the charge for this addendum at any time. If any termination occurs within 30 days of the addendum purchase you will receive a full refund/credit of the addendum cost, plus the amount of the applicable finance charge, provided no loss has occurred. After 30 days, you will receive a refund/credit of the addendum cost calculated by the Pro-Rata method, or by the refund method as may be required by state or federal law, less a \$35.00 cancellation fee. We will refund all charges to the financial institution/lender. To cancel the addendum and request a refund/credit, you must contact the dealer/creditor, in writing, at the address shown above. If you do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the GAP Administrator stated above.

**LIMITATIONS:**

- A. No addendum will be issued for the covered vehicle with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$100,000, or if the amount financed exceeds \$100,000.
- B. No coverage is provided for that portion of the net payoff that results from the amount financed/lease can exceed exceeding the Maximum Eligibility Limit stated above.

Oct 11 11 10:32a

# CAVALIER



## OWNER REWARDS

Customer: [REDACTED]  
Name: [REDACTED]

Address: [REDACTED] [REDACTED]

City, State, Zip: CHESAPEAKE, VA [REDACTED]

Selling Cavalier Dealership:  
Phone: CAVALIER FORD AT CHESAPEAKE  
757-488-8311

Covered Vehicle:  
VIN: 3FAHP0JA4BR [REDACTED]

Year: 2011 Make: FORD  
FUSION

Current Odometer: 150

Date of Sale: MARCH 23RD, 2011

### Free Oil and Filter Changes for Life!

as part of your regular Manufacturer's recommended service and maintenance<sup>1</sup>

### Free Virginia State Inspections for Life!<sup>2</sup>

### Engine Guaranteed for Life!

see Cavalier Engine for Life program materials<sup>3</sup>

### Owner Advantage Rewards Card

Earn Owner Rewards Points for future purchases<sup>4</sup>

1. Excludes diesel engines. Excludes synthetic oil. Each and every Manufacturer's Recommended Service and Maintenance item must be performed at each and every recommended service interval and at regular prices in effect at the time of service. Vehicle service and maintenance must be performed at the Selling Cavalier Dealership. "Manufacturers' Recommended Service and Maintenance Items" means all of the vehicle manufacturer's recommended service and maintenance requirements as outlined in the Manufacturer's Scheduled Maintenance Guide. You are allowed a one month or 999 mile window, whichever is less, before or after the recommended service or maintenance interval to have the work performed. A-, B-, D-, X-, and Z-plan purchasers are excluded. Customer-paid service and maintenance earn Cavalier Owner's Rewards!
2. Inspection only. Repairs to be completed at customer's expense at regular prices in effect at the time of service. Maximum of one inspection per year. Customer-paid repairs earn Cavalier Owner Rewards!
3. Cavalier Engine for Life Guarantee available only for original owner of New Vehicle purchased from Cavalier. COMMERCIAL, DIESEL, HIGH PERFORMANCE, SUPERCHARGED, HYBRID OR MODIFIED VEHICLES ARE NOT ELIGIBLE. See Cavalier Engine for Life Program (Page 2) for details. A-, B-, D-, X-, and Z-plan purchasers are excluded.
4. One Cavalier Owner Rewards Point for each \$20 customer-paid service or parts purchase at Cavalier. Redeem your points for ANY purchase at Cavalier. New or Used Cars or Trucks - Service and Parts. One point equals \$1.00 - not redeemable for cash. Maximum point redemption \$500 per year. Points expire and are forfeited if there is no account activity for 18 consecutive months.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION

CONTACT THE SERVICE MANAGER AT THE SELLING CAVALIER DEALERSHIP

SEE TERMS OF CAVALIER OWNER REWARDS ENGINE FOR LIFE GUARANTEE ON PAGE TWO (2)

YOU MUST PRESENT THIS ORIGINAL DOCUMENT AT TIME OF SERVICE TO RECEIVE OWNER REWARDS BENEFITS

[REDACTED]  
Customer Signature

03/23/2011

Date

Business Mgr

[REDACTED]  
Dealer Authorized Signature

[REDACTED]  
Customer Printed Name

LOEWENTHAL, LAWRENCE A

[REDACTED]  
Dealer Authorized Printed Name

CUSTOMER'S NAME		STOCK NO.
<b>DELIVERY AGREEMENT</b>		
<p>This Special Delivery Agreement is incorporated into the Contract dated this date between Cavalier Ford, as Dealer and [REDACTED] as Purchaser for purchase of a: Make <b>FORD</b></p> <p>Model <b>FUSION</b> Body Type <b>SD</b>        Vehicle ID # <b>3FAHP0JA4BR</b> [REDACTED] Year <b>2011</b></p> <p>under the following conditions.</p> <p><b>BUYER ACKNOWLEDGES THAT HE HAS RECEIVED A NOTICE IN THE BUYER'S ORDER STATING THAT THIS SALE IS CONDITIONED UPON APPROVAL OF THE RETAIL INSTALLMENT CONTRACT AS SUBMITTED TO OR THROUGH THE DEALER. AS AGREED TO BY THE PARTIES, THIS DELIVERY RECEIPT SETS FORTH THE BUYER'S AND SELLER'S DUTIES IN THE EVENT THE RETAIL INSTALLMENT CONTRACT IS NOT ACCEPTED.</b></p> <p>Purchaser acknowledges and represents that he/she possesses a valid driver's license and current motor vehicle liability insurance and assumes risk of loss of the vehicle while in his/her possession. Purchaser understands that all financing decisions are made by a financing source not affiliated with Dealer and said source is the credit reporting agency in accordance with the Fair Credit Reporting Act. Dealer will attempt to sell the loan on terms satisfactory to the Dealer. If the Dealer is successful in so doing, the Purchase Agreement (and all other documents executed by the Purchaser) shall be deemed delivered and fully binding.</p> <p>If Dealer does not receive approval from a financing source for the loan on terms acceptable to Dealer, Purchaser agrees that upon notice from Dealer, Purchaser will return the vehicle in good condition without excess mileage and the sales transaction may be rescinded at the sole option of the Dealer. Upon such circumstances, the purchaser agrees to pay Cavalier Ford for the use of the vehicle as follows: \$.40 per day or part thereof during which the vehicle remained in the purchaser's possession and .50¢ for each mile driven. Purchaser also agrees to pay Cavalier Ford any costs incurred in repairing damage to the vehicle which occurred while in purchaser's possession, any diminution of value caused as a result of such damage and/or use, and any costs of recovering the vehicle. Dealer retains a priority security interest in the vehicle and upon Purchaser's failure to return the vehicle, Dealer shall be entitled to all remedies provided by Title 8.2 of the Code of Virginia, 1950 as amended, and all other statutory and common law remedies including, but not limited to, the right to self-help repossession, collection/repossession costs, reasonable interest and reasonable attorney's fees.</p> <p>Purchaser agrees that if a financing source other than the one originally contemplated agrees to purchase the loan on the same terms and conditions as the original finance source, Purchaser will execute a replacement Finance Contract and related documents on the same terms and conditions as the original Finance Contract.</p> <p>Purchaser acknowledges receipt in good condition of the vehicle described in the attached Finance Contract.</p> <p>Any notice from Dealer to the Purchaser shall be deemed given when deposited in the United States mail, postage prepaid, addressed to Purchaser at the address shown in the attached Finance Contract.</p> <p>Purchaser agrees to grant Cavalier Ford permission to obtain insurance information from insurance company to verify coverage.</p> <p>Customer authorizes Cavalier Ford to obtain payoff information on trade-in vehicle.</p> <p>DATE <u>03/23/2011</u> [REDACTED]</p> <p>CAVALIER PURCHASER [REDACTED]          PURCHASER [REDACTED]</p>		

CUSTOMER'S NAME	STOCK NO.
<b>DAMAGE DISCLOSURE</b>	
<p>Buyer has agreed to purchase a <u>2011 FORD FUSION</u> vehicle, serial number <u>3FAHP0JA4ER</u> with respect to which Cavalier Ford and employees have no knowledge of any damage through accident or other causes except:</p> <p>_____</p> <p>_____</p> <p>with a total estimated repair cost of \$ <u>                        </u>. No other representation has been made regarding damage. Buyer had the opportunity to inspect the vehicle / repair records and Buyer's inspection determines his / her choice to buy the vehicle. <b>BUYER RELEASES DEALER FROM ANY AND ALL CLAIMS, SUIT, AND ADMINISTRATIVE CLAIMS RELATING TO PREVIOUSLY REPAIRED DAMAGE TO THE VEHICLE.</b></p>	
DATE <u>03/23/2011</u>	
BUYER	_____
BUYER	_____

[REDACTED]  
[REDACTED]  
[REDACTED]  
Chesapeake, VA [REDACTED]

Home: [REDACTED]

Cell: [REDACTED]

Re: Statement concerning problems with the 2011 Ford Fusion I purchased on March 23, 2011.

The steering column locked up in my 2011 Ford Fusion 3 times. All 3 times occurred while I was traveling long distances.

The first time I took the Fusion on a long distance trip was on Friday, July 3, 2011, after I had driven 7 hours and was in a rural area of North Carolina at 9 PM. While on the interstate highway, chimes rang and several lights came on in the Fusion's instrument cluster. Also, the message "Service power steering soon" came on and stayed on. I planned to go to the nearest Ford dealer when I reached my destination. Once I stopped for gas, the steering column locked-up and the car could not be driven. The message changed to "Service Power Steering Now".

My destination (Nashville, TN) was still over 4 hours away. Ford towed the car, but would not authorize a rental for me. I purchased the extended warranty which included a rental, but Ford would not authorize it. I was informed that a Ford dealer would have to check the car and it would be determined whether a rental would be authorized. It was a blessing that another family member was also on the trip in her car. The 4 people in my car had to pile in with those in her car and we rode the rest of the way to Nashville.

The car was seen at Crossroads Ford in Morganton, NC the next morning (Saturday). They said they cleared the codes and could not re-create the problem so I could pick the car up. I had to drive over 4 hours to get back to Crossroads Ford so I requested a rental car. They would not request a rental from Ford because the codes were clear and the car could be driven. I protested that these were extenuating circumstances due to the distance from home I was when the car broke down. They would not make the request to have this covered by my extended warranty. I had to ask my mother to rent a car so that I could get back to Crossroads Ford to pick up the Fusion. This was not good service.

I had no more problems with the Fusion until I, for the second time, took it on a long distance road trip on Friday, July 29, 2011, traveling to Pennsylvania. This time I had driven over 4 hours and it was around 10 PM when I heard the chimes, icons lit up and the message "Service Power Steering Soon" came on again. I began to panic and I felt the urgency to get to my destination as quickly as possible. And I had about 3 more hours to drive. My niece and her toddler were with me in the car. The chimes kept ringing, I got more nervous. I was stopped by the police and given a speeding ticket. Imagine my frustration.

When I reached Winchester, VA, I stopped for gas and when I started the car again, the steering column locked-up and the car could not be driven. The message changed to "Service Power Steering Now". Again Ford towed the car, but there I was with my niece and her toddler in the middle of the night. This time I had to find a hotel room (which was not in my budget). The tow truck driver informed me that the Fusion was being taken to Malloy Ford in Winchester, VA. He told me to call for a courtesy car from Malloy Ford in the morning. He said the dealership was only about 3 miles away from the hotel.

Malloy Ford informed me that they cleared the codes so the car could be driven, but they also said that there is a problem that would need researched and corrected. Since I lived over 4 hours away, they would not do that work there.

I asked for a courtesy car to pick me up at the hotel. Malloy Ford's serviceman said due to it being Saturday no courtesy car was available. I had to take a taxi which cost \$15.00 to go the 3 miles. When we got to the dealership, there were so many people working that I could not believe one person could not take the time to go 3 miles to give us a courtesy ride. This was not good service.

The Malloy Ford serviceman showed me in their Ford manual that if the codes clear and the car can be driven, they were to return the car to the customer. So he said he was doing the right thing by returning the car to me. I asked for a copy of that page in Ford's manual, which he gave me. (I have included a copy in the faxed information.) So I took the car and headed on to Pennsylvania. But, I was upset and confused – how could I have the Fusion checked if the problem could not re-created? And the only dealers who saw the problem were not willing to help because of the distance away that I lived. Ford's dealerships really do not work together at all.

After only about 2 hours of driving, the chimes, the lights, and the message "Service Power Steering Soon" came on. The anxiety returned, and I drove in fear. I decided not to turn the car off until I got to my destination. When I turned the car off and turned on again, the steering column was locked-up and the message changed to "Service Power Steering Now".

On Sunday morning, July 31, 2011, the Fusion was towed to Kenny Ross Ford South in Castle Shannon, PA. My niece and I both needed to be back at work the next day, so I sent a note for the dealer and also left my mother's name and address as a local contact. We rode back to Virginia with my brother-in-law. I believed that I could go to the dealer that I bought the car from to pick up a rental the next day under my extended warranty.

On Monday, August 1, 2011, I went to Cavalier Ford in Chesapeake, VA (where I purchased the Fusion) to request a rental. Cavalier Ford called Kenny Ross ford to request a service authorization number so that a rental could be ordered.

Kenny Ross Ford refused to give a service authorization number. They informed me that I had to get the rental car from a local car rental agency that Kenny Ross dealership has a contract with. I protested because these were extenuating circumstances. The car only broke down on long distances. I had no

Page 3 of 4

idea that it was mandatory that I stay where the car was to get a rental car under my extended warranty with Ford. Ford is national. I never expected to have that problem.

Cavalier Ford (where I bought the vehicle) informed me that there was absolutely nothing that could be done. I was upset because they sold me the car and the extended warranty and yet they were not willing to "go the extra mile" in an unusual circumstance such as this.

I asked to speak to the finance person that sold the extended warranty to me. I told him that there had to be a phone number for Ford's warranty division so that this situation could be explained. At that time, I was traveling 20 miles each way to get to work and back home each day. It was necessary that I have a rental car.

The finance man at Cavalier Ford finally, after much trial and error, found a phone number for Ford's customer care unit. He did not offer to contact Ford's customer care unit. He said he hoped that the phone number would help me.

I called Ford's customer care unit and I was told that there was a guarantee that I would get a response within 48 hours. I informed the representative that I was not staying at home because I could not get a ride 20 miles each way for work each day. The representative informed me that the 48 hour response was only for critical issues and she had already coded my situation as a critical issue. I had to wait 48 hours.

48 hours came and went and I had no response from Ford's customer care division. I called and said I wanted to file a formal complaint. The representative said she put the complaint in and coded it as a "missed" response which would automatically call for a review. I said I wanted to put in a formal complaint, not a review. She said this was the process and she gave me a name and phone number of the customer care representative who was servicing my problem (Scott 866/631-3788). I called and left a voicemail message for Scott. I did not receive a call that day.

The next day I called Ford's Customer Care Center again and said that I wanted to know the procedure to file a formal complaint with Ford's corporate office. The representative said he filed the complaint for me and that I would receive a response. I never received any response concerning my complaints.

Later that day Scott from Ford's customer care center called and said I could go into Cavalier Ford (where I bought the car) to pick up a rental car. My car was towed (that time) on Sunday, July 31<sup>st</sup>. I did not receive a rental car until the afternoon of Thursday, August 4<sup>th</sup>.

On Monday, August 1, 2011, I called Kenny Ross Ford because the Fusion had been towed there the day before. They said they would contact me as soon as they checked the car out. By Wednesday, August 3<sup>rd</sup>, I had not heard from Kenny Ross Ford, so I called them. The serviceman assigned to the Fusion apologized for not calling to update me, but the dealership was waiting to hear from Ford. The serviceman also informed me that they had serviced another Fusion that was the same model and had

the same problem. Ford representatives came to their dealership to inspect that problem. The serviceman said Ford knows there's a problem with this model. He promised to call me Friday, August 5<sup>th</sup>, with a further update. He expected the Fusion to be repaired and ready to be picked up by then.

By Friday afternoon I had not heard from Kenny Ross Ford, so I called them. I needed to plan getting a ride to Pennsylvania to pick up the Fusion. The serviceman assigned to the Fusion needed to put me on hold while he checked into the status of the repair. After approximately 20 minutes, he returned to the call and informed me that Ford had taken over the repair job. They expected the Ford servicemen to come out sometime in the beginning of the next week. The serviceman expected the repair to be completed approximately mid-week. Once again, he apologized because I did not get a call so that I would know not to plan a trip to pick up the car that weekend.

The service manager called to inform me that the Fusion was finally ready the following Friday, August 12, 2011. I had a prior engagement for that weekend and I also had to make transportation arrangements to get a ride to Pennsylvania so that I could drive the Fusion back to Virginia. I informed the service manager that I could get there on Tuesday, August 16<sup>th</sup>. The serviceman said okay, that was fine.

On Saturday, Sunday and Monday, August 13th – 15<sup>th</sup>, I received voicemail messages from some other representative of Kenny Ross Ford stating that they needed to know when I was going to pick the car up and return that rental car. I felt harassed because I had made it clear with the serviceman assigned to the Fusion (who I had been speaking with the entire time the Fusion was at their dealership) when I was going to pick the Fusion up. Neither Ford, Kenny Ross Ford or Cavalier Ford was concerned about the days that I had no rental car and could not stay at home. I had to wait for Ford to decide when to send someone to PA to look at the Fusion. Now they want to harass me about returning that rental. This was not good service.

I spoke with the serviceman who was assigned to the Fusion when I went to pick the car up on Tuesday, August 16th. Once again, he stated that Ford knew that there were problems with the steering mechanism in this model of Fusion.

I cannot understand why the steering mechanism was not replaced the first time I was stranded in the middle of nowhere. Ford already knew there was a problem. I wonder why there was not a recall so these models could be checked and repaired if necessary.

I am a single woman. I took on the new car payment so that I would have reliable transportation. Now every time I hear those chimes and a message comes up in the instrument cluster my heart races and I become fearful that I am about to have another bad experience.

Buying the Fusion was supposed to be a stress reliever. It has turned out to be a source of stress. This situation was not handled correctly by Ford or Ford's dealerships.

## ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/18/2011 CLOSED	CONI M HAINSWORTH CLP - IN - FINANCIAL ASSISTANCE - AT RISK	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	04
8/4/2011 CLOSED	CONI M HAINSWORTH ESCALATION MISSED FOLLOW-UP	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	01
8/3/2011 CLOSED	CONI M HAINSWORTH CRC RELATED - FEEDBACK	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	01
8/3/2011 CLOSED	CONI M HAINSWORTH CRC RELATED - F/M CSR FOLLOWING CONTACT	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	01
8/1/2011 CLOSED	CONI M HAINSWORTH ROADSIDE ASSISTANCE REQUEST- WARRANTY COVERED	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	01
8/1/2011 CLOSED	CONI M HAINSWORTH MISC INQUIRY - CHANGE OF ADDRESS	3FAHP0JA4BR [REDACTED] 1183501831	2011 FUSION	02

Ford Confidential

## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-03-23  
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG Primary Phone: [REDACTED]  
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 08/02/2011

Action: TIER II ESCALATION - CPMR - LOANER RENTAL  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: US CONCERN CASE BASE  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: MOUGEY, JEN Analyst: JMOUGEY  
Action Date: 08/01/2011 Action Time: 13.17.56.060 Action Data: Yes

Comments CUSTOMER SAID: = VEH HAS BROKEN DOWN THREE TIMES= VEH BROKE DOWN WHILE ON A TRIP= SERVICE POWER STEERING WARNING LIGHT COMES ON AND EXPERIENCES LOSS OF STEERING AND STEERING WHEEL LOCKS UP = LEFT VEH AT DLRSHP IN PA CUST HAD TO GET BACK TO WORK= SEEKING RENTAL VEH =BEST DAYTIME NUMBER [REDACTED] =BEST TIME OF DAY ANYTIME= CONTACTED LOCAL DLRSHP CAVALIER FORD AT CHESAPEAKE SQUARE WAS ADVISED THEY WOULD PROVIDE A RENTAL BUT A PURCHASE ORDER MUST BE PROVIDED BY KENNY ROSS FORD DEALER SAID: SERVICING DLRSHPKENNY ROSS FORD SOUTH, INC.3200 LIBRARY ROAD PITTSBURGH PA 15234(412) 881-0001 LOCAL DLRSHPCAVALIER FORD AT CHESAPEAKE SQUARE 4021 PORTSMOUTH BLVD. CHESAPEAKE VA 23321(757) 488-8311 CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.\*\*\*NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0
	18:00

Action: TIER ONE CLOSE ISSUE  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: TIER ONE - MELBOURNE  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: NELSON, RANDENE Analyst: RNELS119  
Action Date: 08/01/2011 Action Time: 13.21.40.239 Action Data: No

Comments --CUST CALLED AND WANTED TO ADD THE NAME OF SERVICE DIRECTOR TO HER INITIAL CONCERN: --DLR HAS THE CAR, THE SERVICE DIRECTOR IS STAN EVERITT, EXT 5505 AT THE REGULAR PHONE NUMBER---

Action: TRANSFER ISSUE  
Dealer: 03223 CAVALIER FORD AT CHESAPEAKE SQUARE Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: CURRY,SCOTT Analyst: SCURRY15  
Action Date: 08/02/2011 Action Time: 09.09.48.294 Action Data: No

Comments CSM SCOTT X7776- OBC TO SM BOB INMAN 757-488-8311 LM ON VM TO CALL BACK ABOUT THE PO FOR THE RENTAL FROM KENNY ROSS SOUTH. CSM WILL TRANSFER CASE TO SELLING DLR AS THEY WILL BE PROVIDING THE RENTAL VEH.

Action: TRANSFER ISSUE  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE

**Analyst Name:** MCDUGAL,NANCY **Analyst:** NMCDUG1  
**Action Date:** 08/02/2011 **Action Time:** 14.10.43.756 **Action Data:** No

Comments CSM NANCY AS PER DIRECTED BY COM RANDY - REDIRECTING CASE BACK TO SERVICING DLR -  
CSM SCOTT TO CONTINUE TO WORK CASE FOR REPAIR - SELLING DLR WILL PROVIDE PAYMETN FOR RENTAL -

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**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 03016 KENNY ROSSFORD SOUTH, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8000 MI **Comm Type:** PHONE  
**Analyst Name:** CURRY,SCOTT **Analyst:** SCURRY15  
**Action Date:** 08/02/2011 **Action Time:** 16.18.55.955 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA SCOTT AT KENNY ROSS SOUTH. SA ADVISED THAT THEY HAVE NOT  
GOTTEN THE VEH IN YET BUT THAT ON PRELIM INSPECT THAT IT WILL NEED A NEW RACK. CSM WILL CONTINUE  
TO MONITER THE CASE. SA ADVISED THAT THE SELLING DLR WANTS A PO TO COVER THE RENTAL BUT SM DAN  
WILL NOT GIVE PO FOR RENTAL SINCE THEY HAVE NEVER SEEN CUST AND THE RENTAL IS IN VA AND NOT AT  
THEIR DLRSHP. WILL FU WITH DLR 8-04

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-04-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 03016 KENNY ROSSFORD SOUTH, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8000 MI **Comm Type:** PHONE  
**Analyst Name:** CURRY,SCOTT **Analyst:** SCURRY15  
**Action Date:** 08/04/2011 **Action Time:** 09.15.51.476 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA PHIL 757-488-8311 CSM ADVISED THAT WILL AUTH A RENTAL FOR THE  
CUST AND WILL INSTRUCT HER TO CALL THE DLR. >>>>>>> OBC TO SM BOB 412-881-0001 WHO ADVISED  
THAT HE IS WAITING ON FSE AND FSE TO ASSIST WITH THE REPAIR. SM STATED THAT HE HAS HAD A FEW  
OTHERS LIKE THIS AND THEY ARE TRYING TO WORK ON A FIX. OTHER DLRS HAVE PUT RACK AND PINION IN  
BUT THE FIX DOESN'T HOLD. SM ADVISED THAT WILL UPDATE CSM WHEN HE GETS INFO FROM ENGINEERING.  
>>>>>>>>> OBC TO CUST [REDACTED] ADVISED THAT HER DLR WILL PROVIDE A RENTAL AND THAT KEN  
ROSS SOUTH IS WORKING WITH ENGINEERING TO FIX THE VEH. WILL FU NLT 8-09

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-09-2011
TIME OF FOLLOW UP (HH:MM):	20:00

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**Action:** CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
**Dealer:** 03016 KENNY ROSSFORD SOUTH, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Odometer:** 8000 MI **Comm Type:** PHONE  
**Analyst Name:** CURRY,SCOTT **Analyst:** SCURRY15  
**Action Date:** 08/09/2011 **Action Time:** 09.40.03.411 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SM BOB 412-881-0001 WHO WAS ON VACATION. LM ON VM FOR JENNIFER  
RYAN (CRM?) TO CALL BACK WITH AN UPDATE ON THE CASE.

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-10-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: CURRY,SCOTT Analyst: SCURRY15  
Action Date: 08/09/2011 Action Time: 11.37.05.221 Action Data: Yes

Comments CSM SCOTT X7776- OBC TO SA SCOTT WHO ADVISED THAT THE FSE WAS OUT YESTERDAY AND HAD THE MECH ORDER A TIRE STRAIN RACK FOR THE VEH. THE PART IS IN AND THE MECH IS WORKING ON IT NOW. SA ADVISED THAT CUST WAS CONTACTED AND ADVISED THAT THE VEH WILL BE COMPLETE BY NOON ON 8-10 AND THAT SHE CAN PICK UP THE VEH AT ANYTIME AFTER THAT.

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-12-2011
TIME OF FOLLOW UP (HH:MM):	20:00

---

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: CURRY,SCOTT Analyst: SCURRY15  
Action Date: 08/12/2011 Action Time: 15.15.43.125 Action Data: Yes

Comments CSM SCOTT X7776- OBC TO SA JENNIFER WHO ADVISED THAT THE CUST VEH IS COMPLETE AND SHE HAS BEEN NOTIFIED BUT HAS NOT COME TO PICK UP THE VEH. >>>>>>>> OBC TO CUST [REDACTED] LM ON VM ASKING CUST WHEN SHE EXPECTED TO PICK UP VEH. WILL CHECK WITH DLR 8-17

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-17-2011
TIME OF FOLLOW UP (HH:MM):	20:00

---

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: CURRY,SCOTT Analyst: SCURRY15  
Action Date: 08/17/2011 Action Time: 12.51.55.813 Action Data: Yes

Comments CSM SCOTT X7776- OBC TO SA SCOTT WHO ADVISED THAT THE VEH WAS PICKED UP ON 8-16 AND CUST WAS EXTREMELY HAPPY. >>>>>>>>> OBC TO SM BOB INMAN 757-488-8311 WHO ADVISED THAT HE WILL GET ALL THE RENTAL INFO AND EMAIL CSM WITH IT. >>>>>>>> OBC TO CUST [REDACTED] LM ON VM CHECKING ON SATISFACTION WITH THE REPAIRS.

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-18-2011
TIME OF FOLLOW UP (HH:MM):	20:00

---

Action: CONCERN RESOLVED  
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: CURRY,SCOTT Analyst: SCURRY15  
Action Date: 08/18/2011 Action Time: 08.48.30.201 Action Data: Yes

Comments CSM SCOTT X7776- IB EMAIL FROM SM BOB WHO GAVE INFO FOR RENTAL. P & A 03223, RO 183810, LINE A, AMT \$336, P11 M04AZ. CASE CLOSED

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

CUSTOMER'S LTV SCORE	74
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	336
--CUSTOMER'S SHARE OF REPAIR COST (\$)	0
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	0
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	0
--FORD'S SHARE OF REPAIR COST-P11 (\$)	336
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED]	Year: 2011	Model: FUSION	Case: 1183501831
Name: [REDACTED]	Owner Status: Original	WSD: 2011-03-23	
Symptom Desc:		Primary Phone: [REDACTED]	
Reason Desc: ESCALATION MISSED FOLLOW-UP		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: MISSED FOLLOW UP - FIRST

Dealer:	Origin Desc: MANUAL - PHONE CSR
Odometer: 8000 MI	Comm Type: PHONE
Analyst Name: MOORE-WILSON (TMOOREW1), TAMMY	Analyst: TMOOREW1
Action Date: 08/03/2011	Action Time: 16.07.24.877
	Action Data: Yes

Comments CUSTOMER SAID: =HAS A CASE OPENED AND HAS NOT RECEIVED ANY CONTACT FROM REP=WAS ADV WOULD BE CONTACTED BY COB AND NO CONTACT FROM ANYONE=CUST HAS QUESTIONS IN REGARDS TO RENTAL VEH AS IT IS UNCLEAR WHETHER OR NOT THE VEH CAN BE TAKEN TO PA.=CUST SEEKING TO SPK W/REP ASSIGNED TO THE CASECRC ADVISED: =XFD CUSTOMER TO CCM VM

Data Element Name	Data Value
WHO FAILED TO FOLLOW UP?	REGION/CCST

Action: TIER ONE CLOSE ISSUE

Dealer:	Origin Desc: TIER ONE - MELBOURNE
Odometer: 8000 MI	Comm Type: OTHER
Analyst Name: FRAZIER (RFRAZI12), REBECCA	Analyst: RFRAZI12
Action Date: 08/04/2011	Action Time: 10.52.10.478
	Action Data: No

Comments TL BECKY CLOSING ESCALATION AS CUST CONTACTED

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED] Year: 2011 Model: FUSION Case: 1183501831  
Name: [REDACTED] Owner Status: Original WSD: 2011-03-23  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - FEEDBACK Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED  
Dealer: Origin Desc: US INQUIRY CASE BASE  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: GRAYSTON, GARY Analyst: GGRAYSTO  
Action Date: 08/03/2011 Action Time: 17.22.46.512 Action Data: No

Comments CUSTOMER SAID: -CUST IS UNHAPPY THAT NO ONE HAS CALLED HER BACKDEALER SAID: KENNY ROSS FORD SOUTH, INC.3200 LIBRARY ROAD PITTSBURGH PA 15234(412) 881-0001CRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS. THE INFORMATION HAS BEEN DOCUMENTED AND THAT THEIR OPINIONS ARE VALUABLE TO US. WE WILL REVIEW YOUR COMMENTS WITH THE REPRESENTATIVES INVOLVED.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED] Year: 2011 Model: FUSION Case: 1183501831  
Name: [REDACTED] Owner Status: Original WSD: 2011-03-23  
Symptom Desc: STEERING/HANDLING STEERING WHEEL Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS Origin Desc: US CONCERN CASE BASE  
Dealer:  
Odometer: 8000 MI Comm Type: PHONE  
Analyst Name: ERO, LYNETTE Analyst: LERO  
Action Date: 08/03/2011 Action Time: 16.47.47.141 Action Data: No

Comments CUSTOMER SAID: -WANTS TO KNOW WHO IS THE CRC AGENT RESPONSIBLE FOR VIRGINIA AND IS HANDLING HER CASE-IF SHE DOESN'T RECEIVE A FOLLOW UP BY 5PM THEN SHE WILL BE MAKING A FORMAL COMPLAINT AND LEMON LAW CLAIMCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED

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## All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED]	Year: 2011	Model: FUSION Case: 1183501831
Name [REDACTED]	Owner Status: Original	WSD: 2011-03-23
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED	Primary Phone: [REDACTED]	
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED	

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 006155 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 07/02/2011 Action Time: 05.05.47.248 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 007900 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 07/31/2011 Action Time: 22.07.59.425 Action Data: No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT  
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB  
Odometer: 008000 MI Comm Type: MAIL  
Analyst Name: Analyst: SYSTEM  
Action Date: 08/01/2011 Action Time: 22.04.57.238 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 3FAHP0JA4BR [REDACTED]	Year: 2011	Model: FUSION	Case: 1183501831
Name: [REDACTED]	Owner Status: Original	WSD: 2011-03-23	
Symptom Desc:		Primary Phone: [REDACTED]	
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS		Secondary Phone: [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER		
Dealer:		Origin Desc: MANUAL - PHONE CSR
Odometer: 8000 MI	Comm Type: PHONE	
Analyst Name: NELSON, RANDENE	Analyst: RNELS119	
Action Date: 08/01/2011	Action Time: 13.18.28.106	Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

**Perkins-Hill, Wannetta (W.)**

---

**From:** Colfescu, Marta (M.)  
**Sent:** Thursday, November 03, 2011 3:26 PM  
**To:** Perkins-Hill, Wannetta (W.)  
**Subject:** FW: 20073713-Request has been assigned to JSTRACH7

*Marta Colfescu*

Ford Motor Company  
Office of the General Counsel  
402-E6  
313.594.2497  
mcolfesc@ford.com

---

**From:** tfosys@ford.com [mailto:[tfosys@ford.com](mailto:tfosys@ford.com)]  
**Sent:** Thursday, November 03, 2011 3:24 PM  
**To:** McCormick, Patrick (P.J.); Colfescu, Marta (M.); Strachan, Jonathan (J.)  
**Subject:** 20073713-Request has been assigned to JSTRACH7

This is an auto generated e-mail from Technical Field Operations Assignment Management System. Please do not reply.

Please click [here](#) to access this request

**Additional Comments**

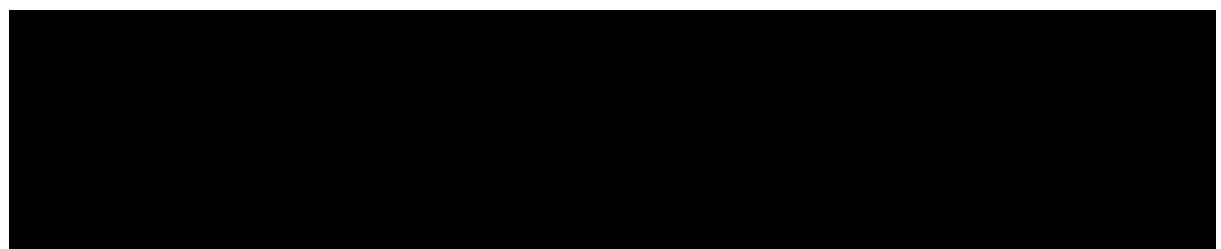
**Request Details**

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20073713
Status	Assigned
Currently assigned to	JSTRACH7
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Wannetta Perkins-Hill
Primary contact's phone number	313.322.4722
Primary contact's email address	wperki28@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	CAVALIER FORD AT CHESAPEAKE SQUARE
P&A Code	03223
Facing Region (SDR separate from Contact Regions)	N4 - WASHINGTON DC

Geographic Region (SDR combined with Contact Region)	N4 - WASHINGTON DC
FCSD Sales Zone	A03
FCSD Technical Zone	T07
VIN	3FAHP0JA4BR [REDACTED]
Vehicle year/model	2011 Fusion
Vehicle mileage	0
Repair Order (R.O) #	[REDACTED]
Customer Name	[REDACTED]
Vehicle Down?	No
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	High OGC request FSE assistance needed for final repair attempt. Customer complaints are steering and suspension. Must be completed by 11/11/2011. Contact Wannetta Perkins-Hill at 313.322.4722 wperki28@ford.com ---Updated By---MCOLFESC--11/03/2011 03:11:30 PM--
Request description	
GCQIS Comments	
FSE Comments	
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MCOLFESC
Created date	11/03/2011 03:11:31 PM EST
Last Revised by	PMCCORM2
Last revised date	11/03/2011 03:24:25 PM EST

This e-mail notification has been generated by: PMCCORM2  
Thank you..



D047786

CONSUMER AFFAIRS  
SECTION

Prod.  
Lib.  
FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

March 19, 2013

'13 MAR 26 A9:55

MAR 27 2013

Ford Motor Company  
Attn: Customer Relationship Center  
PO Box 6248  
Dearborn, MI 48126

OFFICE OF THE,  
GENERAL COUNSEL



Acct holder name: [REDACTED]  
Address: [REDACTED] Papillion, NE [REDACTED]  
Acct # [REDACTED]  
Date of Incident: 15 Feb 2013  
VIN#: 3FAHP0HA5CR [REDACTED]

To Whom this may concern,

I currently am leasing 2 vehicles from your company, a 2011 Ford Fusion and a 2012 Ford Fusion. My 2012 Ford Fusion is just over a year old and has 12,000 miles on it, I have a 2 year lease. On Feb 15<sup>th</sup> I was driving the 2012 and went to make a turn and during the turn the power steering failed and I went off the road causing damage to the fender and suspension. I had the vehicle towed to the Ford dealership that I leased my vehicle from and the kept my vehicle for 3 weeks before they called me and stated they were not going fix my power steering or the damage that it going out caused. They then informed me that although they did not "fix" my power steering that it was working and I needed to come get my vehicle. I went to the dealership, picked up my vehicle with the 2 miles of gas they left me in it and not even 500 feet down the road the power steering went out and I couldn't drive it. I had to have the vehicle towed again but this time to a body shop because Ford wouldn't fix it under warranty.

I called my insurance company and filed a claim and they stated that because this is a mechanical issue and not caused by a collision that they were not going to cover it either. During this time Ford looked at it once again and replaced the arms for the power steering and nothing else and that did not work, why would you replace part of the system and not ALL? So now here I am on week 5 without my vehicle and no one willing to take responsibility. This has been a very stressful process, I have kids I need to get around and I need a safe vehicle to do it. I leased my vehicle for the specific purpose of having a warranty when mechanical issues happen. The power steering should be covered by Ford along with the resulting damage from the accident it caused. If you just google Ford Fusion power steering pages and pages of issues come up. Why won't you accept responsibility and fix this? I would appreciate a response from you quickly on this matter as it has already been 5 weeks with this issue.



**Malaney, Linda (L.)**

---

**From:** Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)  
**Sent:** Thursday, February 21, 2013 3:19 PM  
**To:** Miles, Felicia (F.)  
**Cc:** ppassauer@baxterauto.com  
**Subject:** RE: Dealer/Fleet Request for OGC Review

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS DIV.

FEB 21 2013

OFFICE OF THE  
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

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

This has been assigned to Felicia Miles.

863 405  
3447

**\*\*\*Note to Dealer\*\*\***

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

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

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

**\*\*\*EVALUATIONS MAY TAKE UP TO 90 DAYS \*\*\***

**From:** DCPFORM, FMCDealer (.)  
**Sent:** Thursday, February 21, 2013 2:11 PM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** ppassauer@baxterauto.com  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

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

**DEALER INFORMATION:**

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

**Requesting Dealer Fleet:** Baxter Ford

**PA Code:** 05477

**Contact Person:** Paul Passauer

**Title:** Service Manager

**Phone Number:** 402-630-6813  
**Fax Number:** 402-502-5419  
**Email:** [ppassauer@baxterauto.com](mailto:ppassauer@baxterauto.com)  
**Region:** kansas city  
**Address:** 18505 California St  
**City:** Omaha  
**State:** Nebraska  
**Zip Code:** 68022

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 11-07-2011  
**Vehicle Year:** 2012  
**Vehicle Model:** Fusion  
**Vehicle VIN:** 3FAHP0HA5CR [REDACTED]

**Mileage:** 13739

**Customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** Omaha

**State :** Nebraska

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** Kansas City

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2013-02-17

**County incident occurred:** Douglas

Is customer alleging a component defect CAUSED the incident? YES

**Details:** Power steering failure caused vehicle to go in ditch Had codes for PS that match a TSB, the vehicle falls outside of TSB range slightly

Was a police report filed? NO

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** Baxter Ford 18505 California St Omaha Ne 68022

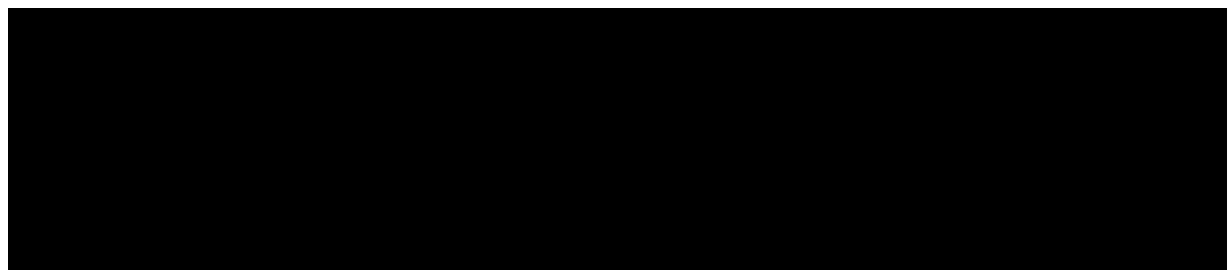
**Attorney information:**

**CVO Contact:**

**Resolution Customer is seeking:** Have repairs performed under warranty

**Comments:** Have submitted to hotline and our zone manager

11-11-03  
out to berle date  
Steve Matthews  
Spoke w/ Steve  
couldn't name  
Jelly Membrane clamp  
bumper cover  
scrapped  
LF rim  
scrapped



## Case Print Report

Case Number [REDACTED]

FORD MOTOR COMPANY  
RECEIVED  
CLERK'S OFFICE

Case Opened Date 10/18/2013 12:19 PM

OCT 21 2013

Case Closed Date 10/18/2013

OFFICE OF THE  
GENERAL COUNSEL

Case Status Resolved

Case Last Modified 10/18/2013 12:29 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED] SHEPHERDSVILLE KY [REDACTED]

Email [REDACTED]

Dealer Bill Collins Ford Lincoln of Louisville

VIN 3FAHP0JA7CR [REDACTED]

Year 2012 Make FORD

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

### Symptom

Level 1

Level 2

Level 3

Level 4

# **Case Print Report**

**Case Number** [REDACTED]

## Case Print Report

Case Number [REDACTED]

Agent Name [REDACTED]

Note Last Modified

[REDACTED] 10/18/2013 12:28 PM

VEHICLE INFORMATION:

VIN: 3FAHP0JA7CR [REDACTED]  
YEAR/MODEL: 2012 FORD FUSION  
MILES: 23,000

CUST SAYS:

- BOUGHT CAR (CPO VEHICLE UNDER WARRANTY) FOR DAUGHTER, [REDACTED]
- ON SUNDAY 10/13/2013 VEHICLE'S POWER STEERING FUNCTION CEASED AND CAUSED VEHICLE TO COLLIDE WITH SIDE RAIL ON ROAD
- CUSTOMER SEEKING COMPENSATION
- NO INJURIES WERE SUSTAINED

What was the date of the accident? 10/13/2013

What product defect is alleged to have caused the accident? power steering function

What is the City and State where the accident occurred? Shepherdsville, KY

Was a police report filed? No

If a police report was filed, what were the findings? Not Applicable

What is the police report number and in what city and county was the report filed? Not Applicable

Has the customer filed a claim with their Insurance Company? NO

If a claim has been filed with the insurance company, what is the status of the claim? Not Applicable

Is the vehicle repairable? Yes

What is the name and address of customer's attorney? (only if the customer mentions they have sought one) No Attorney

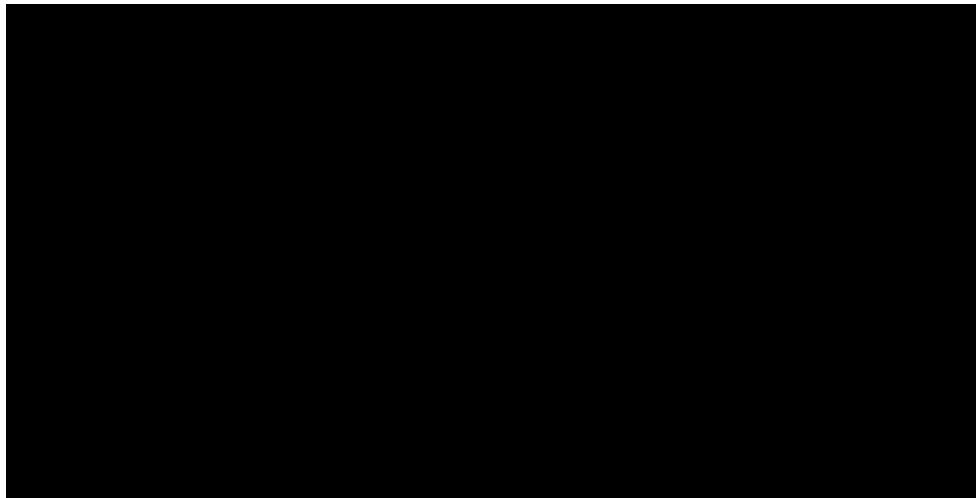
What mailing address would you like our Office of General Council to send your written response to?

[REDACTED]  
SHEPHERDSVILLE, KY [REDACTED]

CRC ADVISED: I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

# **Case Print Report**

**Case Number** [REDACTED]





**From:** dcptorm@ford.com  
**Sent:** Tuesday, January 08, 2013 3:04 PM  
**To:** fordcalp@ford.com; ataylor29@ford.com  
**Cc:** mahrens@seymourford.com  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

1-9-13 sc

H-H-B

DTC rule prevent report  
quarrel

FSE FSA H-H-B

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

**DEALER INFORMATION:**

**Dealership Fleet Name:** Seymour Ford Lincoln  
**Requesting Dealer Fleet:** Seymour Ford Lincoln  
**PA Code:** 00115

**Contact Person:** Mel Ahrens  
**Title:** Service Manager  
**Phone Number:** 517-787-9500  
**Fax Number:**

**Email:** mahrens@seymourford.com  
**Region:** DETROIT  
**Address:** 2601 Seymour Rd  
**City:** Jackson  
**State:** Michigan  
**Zip Code:** 49202

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 6-28-12  
**Vehicle Year:** 2012  
**Vehicle Model:** Fusion  
**Vehicle VIN:** 3FAHP0JA6CR [REDACTED]

**Mileage:** 9563

**Customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]  
**City :** Westland  
**State :** Michigan  
**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** [REDACTED]

**DETAILS OF INCIDENT:**

**Accident**

**Date of Incident:** 2012-12-26

**County incident occurred:** Wayne

**Is customer alleging a component defect CAUSED the incident? YES**

**Details:** power steering went out and wouldn't turn and hit a curb

**Was a police report filed? NO**

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:** AAA David Brown 586-228-1800

**Coach builder:**

1/8/2013

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** At Seymour Ford Lincoln

**Attorney information:** n/a

**CVO Contact:**

**Resolution Customer is seeking:** Repair steering and body damage

**Comments:**

Copyright 2013 Ford Motor Company

1/8/2013

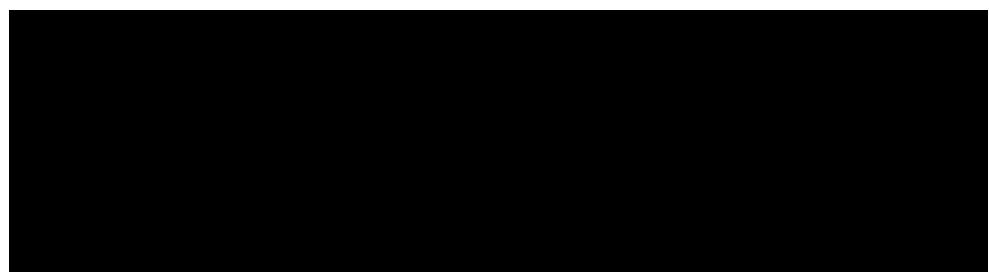
06/30/2011 09:39

SEYMORE FORD LINCOLN

15177879526

PAGE 02/02

PE14-030 000334LC



## Case Print Report

Case Number CAS-3168861-Q4X8G0

Case Opened Date 9/9/2013 2:27 PM

Case Closed Date 9/9/2013

Case Status Resolved

Case Last Modified 9/9/2013 2:36 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

SEP 11 2013

OFFICE OF THE  
GENERAL COUNSEL

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

MANCHESTER MO [REDACTED]

Email

Dealer Beuckman Ford, Inc.

VIN 3MEDM0L32AR [REDACTED]

Year 2010 Make MERCURY

Model MILAN Body Style M0L - HYBRID 4-DR SEDAN

### Symptom

Level 1 Driver Aides & Information

Level 2 Steering Wheel Controls

Level 3 Controls

Level 4 OTHER

# **Case Print Report**

Case Number [REDACTED]

## Case Print Report

Case Number [REDACTED]

Agent Name [REDACTED]

Note Last Modified

[REDACTED] 9/9/2013 2:36 PM

BEST CONTACT NUMBER [REDACTED]

-VCHL IS AT DLR

\*\*\*\*\*CUSTOMER SAYS\*\*\*\*\*

-2010 MILAN 90K MILES

-VCHL IS AT DLR

-MERCURY MILAN 2010

-3 WEEKS AGO HAD AN ACCIDENT IN THE VCHL

-BELIEVES WAS DUE TO FACTORY

-SUNDAY MORNING

-DOESN'T DRIVE VCHL VERY OFTEN

-HEADED TO THE STORE WENT UNDER OVER PASS

-ONE WAY ROAD

-GOING AT 25-30 MPH

-ALL OF A SUDDEN VCHL JERKED TO LEFT HARD ENOUGH TO HIT THE CURB AND POP THE TIRE

-POWER STEERING WENT OUT

-DROVE IT LITTLE WAYS UP THE ROAD TO CHANGE THE TIRE

-NO IDEA WHY THE VCHL JERKED TO THE SIDE

-WAS NOT VERY CLOSE TO THE CURB

-ROAD IS PERFECTLY STRAIGHT

-HEARD ABOUT RECALL THINKS IT MAY BE THE CAUSE

-WENT TO DLR SAINT CLAIRE FORD

-ADVISED TO GO THREW INSURANCE COMPANY

-THINKS ITS FORD'S FAULT

-NO INJURY

-LAST YEAR ABOUT THIS TIME SOME LIGHT CAME ON IN THE VCHL

-DLR SAID IT WAS AN ELECTRONIC "SOMETHING" THAT COST \$1100

-S/M SAID CAN'T PROVE ANYTHING

-WONDERING IF THIS HAS HAPPENED BEFORE AND COULD ASSIST WITH REPAIR AND FIGURING OUT WHY THE VCHL DID THIS

-AFRAID TO DRIVE THIS VCHL NOW

-LOSS OF CONFIDENCE IN VCHL

1. Were any injuries sustained?

- Please provide the first and last name of all injured parties

NO INJURIES.

2. What are you seeking from Ford Motor Company? COST OF REPAIRS, AND SOMETHING FOR INCONVENIENCE

- Compensation/Financial Reimbursement - Proceed with opening a OGC Legal Case

- Not Sure (customer unsure of what they want from FMC) - Proceed with opening a OGC Legal Case

- Nothing - just called Ford to advise us of the accident/fire.

a) If the answer is nothing and no injuries were sustained, an OGC legal case should not be run. Follow the Feedback/Product/Negative or Positive case classification path.

b) If the answer is nothing and injuries were sustained, an OGC legal case is required

3. What was the date of the accident? 8/25/13

4. What product defect is alleged to have caused the accident? POSSIBLE RECALL.

5. What is the City and State where the accident occurred? BESPERES, MISSOURI

6. Was a police report filed? NO

7. If a police report was filed, what were the findings?

## **Case Print Report**

Case Number [REDACTED] :0

## Case Print Report

Case Number [REDACTED]

8. What is the police report number and in what city and county was the report filed?
9. Has the customer filed a claim with their Insurance Company? (Yes or No) YES
10. If a claim has been filed with the insurance company, what is the status of the claim?  
APARENTLY THEY WILL PAY THE CLAIM
11. Is the vehicle repairable? YES
12. What is the name and address of customer's attorney? (only if the customer mentions they have sought one) NO MENTION
13. What mailing address would you like our Office of General Council to send your written response to? (You must document the full address in the case Notes)

[REDACTED], MANCHESTER MO [REDACTED]

\*\*\*\*\*DEALER\*\*\*\*\*

Bo Beuckman Ford  
15675 Manchester Road  
Ellisville, MO 63011  
(636) 227-5700

\*\*\*\*\*CRC ADVISED\*\*\*\*\*

I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

# **Case Print Report**

**Case Number** [REDACTED]

PE14-030 000342LC

# LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law  
P.O. Box 317  
Clawson, MI 48017

Telephone (888) 415-0610

Faxsimile (888) 809-7010

Email: jhegedus@jhegeduslaw.com

October 21, 2013

**VIA CERTIFIED MAIL**

OFFICE OF THE SECRETARY  
RECEIVED  
13 OCT 23 PM 4:46

Ford Motor Company  
One American Road  
Dearborn, MI 48126

Re: [REDACTED]  
Vehicle: 2012 Ford Fusion  
VIN: 3FAHP0JA6CR [REDACTED]

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [REDACTED] relating to the purchase of the above-mentioned vehicle (the "Vehicle"). Let this letter serve as notification that you immediately cease and desist all communications with our client without any exceptions. All future communications must be directed to our attention. If you fail to adhere to our demands we will be forced to petition the court for immediate injunctive relief and hold you liable for all attorney fees and costs.

Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs at least 6 times for numerous defects, including, but not limited to check engine light and starter problems, power steering inop, front knuckle leak, repaired drive shaft and front axle seal defects to the Subject Vehicle. The defects continue to exist and substantially impair the use and value and/or safety of the vehicle. Our client demands that you immediately take this final opportunity to repair and correct the continuing substantial defects to vehicle.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Michigan Commercial Code, MCLA 440. 2101 et seq. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Michigan Consumer Protection Act, revocations of acceptance, and common law breach of contract.

Please direct all future communication with to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/ Jason S. Hegedus  
Jason S. Hegedus (P57026)  
Attorney for Plaintiff

**CERTIFIED MAIL™**

Lemon Law Group Partners PLC  
P.O. Box 317  
Clawson, MI 48017



7012 3050 0001 9939 2245

0

Ford Motor Company  
One American Road  
Dearborn, MI 48126



1000



18126

U.S. POSTAGE  
PAID  
CLAWSON, MI  
48017  
OCT 22, 13  
AMOUNT

**\$6.11**  
00042588-0

48126+2798



PE14-030 000345LC

**FAX****Date:** 12/18/2013**Pages including cover sheet:** 2

<b>To:</b>	+12486014497
<b>Phone</b>	
<b>Fax Number</b>	+12486014497

<b>From:</b>	FAX EXTENSION
	NN
<b>Phone</b>	(888) 415-0610 * 1000
<b>Fax Number</b>	(888) 809-7010

**NOTE:**

Attn: Peggy Bowers Re: [REDACTED]

## LEMON LAW GROUP PARTNERS PLC

*Attorneys and Counselors*

P.O. Box 317  
Clawson, MI 48017

---

Telephone (888) 415-0610

Faxsimile (888) 809-7010

Email: [info@lemonlawgrouppartners.com](mailto:info@lemonlawgrouppartners.com)

December 18, 2013

**CONFIDENTIAL INADMISSIBLE AND FOR SETTLEMENT  
PURPOSES ONLY PURSUANT TO RULES OF EVIDENCE**

**VIA FAX**

Peggy Bowers, Esq.  
The Erskine Law Group, P.C.  
342 South Main Street  
Rochester, Michigan 48307  
Fax: (248) 601-4497

Re: [REDACTED]

Dear Ms. Bowers:

Please be advised that before the parties start to incur significant costs and fees in this case, we would like to discuss possible settlement. At this point, our client is willing to settle this matter for a cash payment of \$8,000, inclusive of cost and fees.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

by: s/n Jason S. Hegedus  
Attorney for Plaintiff

**FAX****Date:** 1/8/2014**Pages including cover sheet:** 2

<b>To:</b>	+12486014497
<b>Phone</b>	
<b>Fax Number</b>	+12486014497

<b>From:</b>	FAX EXTENSION
	NN
<b>Phone</b>	(888) 415-0610 * 1000
<b>Fax Number</b>	(888) 809-7010

**NOTE:**

Attn: Eggy Bowers Re: [REDACTED]

## LEMON LAW GROUP PARTNERS PLC

*Attorneys and Counselors*

P.O. Box 317  
Clawson, MI 48017

---

Telephone (888) 415-0610

Faxsimile (888) 809-7010

Email: [info@lemonlawgrouppartners.com](mailto:info@lemonlawgrouppartners.com)

January 8, 2014

**CONFIDENTIAL INADMISSIBLE AND FOR SETTLEMENT  
PURPOSES ONLY PURSUANT TO RULES OF EVIDENCE**

**VIA FAX**

Peggy Bowers, Esq.  
The Erskine Law Group, P.C.  
342 South Main Street  
Rochester, Michigan 48307  
Fax: (248) 601-4497

Re: [REDACTED]

Dear Ms. Bowers:

Our office faxed an offer to you on December 18, 2013 but has not received a response, please advise if Ford is willing to settle this matter.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

by: s/n Jason S. Hegedus  
Attorney for Plaintiff

**FAX****Date:** 12/18/2013**Pages including cover sheet:** 3

<b>To:</b>	+12486014497
<b>Phone</b>	
<b>Fax Number</b>	+12486014497

<b>From:</b>	FAX EXTENSION
	NN
<b>Phone</b>	(888) 415-0610 * 1000
<b>Fax Number</b>	(888) 809-7010

**NOTE:**

Attn: Peggy Bowers Re: [REDACTED]





# Southgate



16800 Fort Street, Southgate, MI 48195  
Phone: (734) 285-8800 Fax: (734) 285-9474  
[www.southgatelincoln.com](http://www.southgatelincoln.com) Toll Free: 1-808-727-0093



State Reg. No. F-152366

Cashiered Date: 11/13/2013 7:57:31 AM

SO #: 306562

Tag #: 3904

**REPRINT****\* Service Invoice Customer Copy \***

Auth#:

Page 1

Fleet:



Customer No:	207111	Advisor: Brian Rothermel	Invoice Date: 11/13/2013	Term: CASH
ALLEN PARK, MI		License No: NA	Odometer In: 40675	Odometer Out: 40677
Home: [REDACTED]	Bus: (000) 000-0000	Year: 2012	Make: FORD	Model: FUSION
Cell: [REDACTED]	Today	Vehicle ID No: 3FAHP0JASCF	Selling Dealer: [REDACTED]	Model No: [REDACTED]
Email: [REDACTED].COM		Fleet #:	SO Date: 11/01/2013	InServ Date: 08/11/2011

Request/Concern		Type	CSR#	TU	Amount
1 GC	CK NO POWER STEERING AND POWER STEERING WARN ON SEE HISTORY				
GC	NO CHARGE	C	464	0	0.00

Technician 119

Correction: EEC QUICK TEST DIAG  
12650D  
12660D45 EEC PPT/DIAG  
P07AE 09-C8  
UD415:00-48  
LOW TIRE LAMP ON, FOUND BOTH FRONT TIRES AT 15 PSI!  
CHECK ALL FOUR TIRES CORRECT PRESSURE,  
ROTATE TIRES  
TEST BATTERY RECOMMEND REPLACEMENT  
CLEAR CODES UNABLE TO TEST DRIVE LOW FUEL  
LAMP ON DASH, 0 MILES LEFT TO EMPTY

SEE JOE OR DON S

Request Total	0.00
LABOR	0.00
PARTS	0.00
SUPPLIES	0.00
subtotal	0.00
SALES TAX	0.00
<b>TOTAL INVOICE</b>	<b>0.00</b>

**DRIVEABLE GUARANTEE**

WE GUARANTEE YOUR VEHICLE FOR 32 MONTHS AND 30,000 MILES WHICH EVER COMES FIRST. IF YOUR VEHICLE BREAKS DOWN DURING THE WARRANTY PERIOD, WE WILL PAY FOR REPAIRS.

STORAGE FEES (\$15 PER DAY) WILL BE CHARGED FOR HOURS AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTIES APPLICABLE TO THIS PRODUCT ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER IS NOT RESPONSIBLE FOR ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AUTHORIZED PERSON IS ENTITLED TO MAKE ANY WARRANTY OTHER THAN THOSE PROVIDED IN THE PURCHASE AGREEMENT. THE PURCHASE AGREEMENT WILL NOT BE ENTITLED TO PROVIDE EXPLANATION OF THE SERVICE DELIVERED OR TO EXPLAIN THE CAUSES OF DAMAGE, DEFECTS OR INCONVENIENCE. DAMAGES TO PROPERTY, DAMAGES FOR LOSS OR LOST USE OF TIME, LOSS OF PROFITS, OR DAMAGE CAUSED BY OTHER THEORETICAL DAMAGES.

• PURCHASED FROM AN AUTHORIZED DEALER OR APPROVED RETAILER. APPROVED SUPPLIES, PARTS AND EQUIPMENT ARE NOT COVERED. APPROVED SUPPLIES, PARTS AND EQUIPMENT ARE NOT COVERED. APPROVED SUPPLIES, PARTS AND EQUIPMENT ARE NOT COVERED.

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**PARTS RETURNED STATUS**

ALL PARTS ARE NEW UNLESS INDICATED OTHERWISE.

YES

NO

REPAIRS PROPERLY DONE AND  
NOT DOING

X

PURCHASED

DEALER, GENERAL, MANAGER OR AUTHORIZED AGENT

(PART)

X

**FAX****Date:** 11/13/2013**Pages including cover sheet:** 24

<b>To:</b>	
<b>Phone</b>	
<b>Fax Number</b>	+1 (248) 601-4497

<b>From:</b>	FAX EXTENSION
	NN
<b>Phone</b>	(888) 415-0610 * 1000
<b>Fax Number</b>	(888) 809-7010

**NOTE:**

To Peggy Bowers Regarding [REDACTED]



315111

CUSTOMER #: [REDACTED]

280357

PCM  
P52

\* INVOICE \*

## FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD

14585 Michigan Ave, P.O. Box 846

DEARBORN, MICHIGAN 48128

PHONE: (313) 846-5000

FAX: (313) 846-7385

ST. # F-106640

www.fairlaneford.com



PAGE 1

ALLEN PARK MI

CONT: N/A

HOME

CELL:

BUS:

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SZ	12	FORD FUSION	3PAHPOJA6CH[REDACTED]		150/152	I6211
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONo.	RATE	PAYMENT
11AUG11 DD			17:00 15AUG11			CASH 18AUG11
R.D. OPENED	READY		OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter			
09:15 15AUG11	11:15 18AUG11		TRN:44W			
LINE OPCODE TECH TYPE HOURS					LIST	NET TOTAL
A TOW IN						

99P 99P MULTIPOINT INSPECTION INCLUDED IN FAST  
LUBE IF FAST LUBE DONE

9999 C 0.00

0.00 0.00

1 WPR 12A650.TP

0.00

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

\*\*\*\*\*

B CK ENG LITE ON CRANK NO START

CAUSE: SELF TEST CODES KOEO P0103 P0135 P0141 KOER PASS CONT P0103

P0135 P0141 P0512 LIGHT ON. PINPOINT TESTS DC1, DW, CK WIRING  
HARNESS FOR PINC

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L

16 STEVENS, JOSEPH LIC#:

W01 0.20

(N/C)

1 BE5Z\*12A650\*JD MODULE - ENGINE CONTROL - EEC  
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L

(N/C)

16 STEVENS, JOSEPH LIC#:

W01 0.30

(N/C)

12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE  
(12A650/12B565) - L

(N/C)

16 STEVENS, JOSEPH LIC#:

W01 0.70

(N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L  
EXTRA TIME TO REPEAT FINAL QUICK TEST

16 STEVENS, JOSEPH LIC#:

W01 0.10

(N/C)

FC: E29 42

PART#: BE5Z\*12A650\*JD

COUNT:

CLAIM TYPE:

AUTH CODE:

4559

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

MS &amp; D CODE: 032553 TAX ID NO: A-8-189479

SJR TOTAL: 0.000000 P.JSR TOTAL: 0.000000 UCF REC: 0.000000

I CHECKED (✓) APPROPRIATE BOX:

 ILLUMINATED TURN SIGNALS REAR TURN SIGNAL REAR BRAKE PARTS LABOR TOTAL

AUTHORIZED SIGNATURE AND DATE

By X

Customer copy, service and master

Signed \_\_\_\_\_

Customer hereby acknowledges receipt of below mentioned vehicle,

and receipt of invoice copy hereof.

I certify that all repairs and parts listed were performed in accordance

with Ford Motor Company's Repair Act of 1970.

I further certify that no other person is to assume for me

any liability in connection therewith.

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any liability in connection therewith.

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CUSTOMER #:

281006

Note  
8/10/11

## FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD

14585 Michigan Ave P.O. Box 646

DEARBORN, MICHIGAN 48126

PHONE: (313) 846-5000

FAX: (313) 846-7365

ST. # F-106640

www.fairlaneford.com

DUPLICATE 1  
PAGE 1

SERVICE ADVISOR: 7015 DENNIS MCCARTHY

ALLEN PARK, MI

HOME

BUS:

CONT  
CELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SZ	12	FORD FUSION	3FAHPOJA6CR		1030/1041	T6982
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONo.	RATE	PAYMENT
11AUG11 DD			17:00 30AUG11			INV. DATE
R.O. OPENED	READY				CCP	02SEP11
12:07 30AUG11	08:04 01SEP11					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
A	TIM SEE TOM					TOTAL

99P 99P MULTIPOINT INSPECTION INCLUDED IN FAST  
LUBE IF FAST LUBE DONE9999 C 0.00  
80 C 0.00  
0.00PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
,,,1041 DROVE 5 MILES AFTER REPAIR NOISE GONE, T.L.

\*\*\*\*\*

B FLUTTERING NOISE WHEN BRAKING ESPECIALLY IN REVERSE FEELS LIKE IT IS  
COMING FROM LT F/ECAUSE: CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK DID  
FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

999A SECURE LOOSE CONNECTOR AIR CLEANER

8 LATENDRESSE, TOM LIC#;

W01 0.20

(N/C)

FC: N50 33

PART #: 9600

COUNT:

CLAIM TYPE:

AUTH CODE:

7708

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
,,,1030 CK OUT NOISE WHILE BRAKING COMING FROM LEFT FT CK BRAKES OK  
,,,DID FIND LOOSE CONNECTOR BY AIR CLEANER SECUR REDRIVE OK

\*\*\*\*\*

C GOES TO B/S FOR RT FENDER  
NWD NO WORK DONE

9999 C 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
,,,1041 DEALER TRADE WILCOX RT FRT FENDER HAD SCRATCH AND SMALL BENT  
,,,WAS BRUSH TOUCHED UP CUST NOT HAPPY WITH REPAIR NEW CAR DEPT, T.L.  
,,,REPAIRED AT B/SHOP ON SEPERATE RO

\*\*\*\*\*

P & A CODE: 033054 TAX D NO A-28-1690478		V75101A ALUMINUM PLASTIC/PLATE LSSC REC	
<input checked="" type="checkbox"/> APPROPRIATE BOX <input type="checkbox"/> APPROPRIATE <input type="checkbox"/> APPROPRIATE <input type="checkbox"/> APPROPRIATE			
PARTS: 0.00 LABOR: 0.00 TOTAL: 0.00 AUTHORIZED SIGNATURE AND DATE: _____			

SERVICE INSTALLED PARTS			APPROVAL CODE OR NO.	DESCRIPTION	TOTALS
DATE INSTALLED	ACCREDITED SERVICE	ORIGINAL R.D. NUMBER		LABOR AMOUNT	
NO. DAY	YR	MD/TENRY		PARTS AMOUNT	
PROGRAM CODE(S): <input type="checkbox"/> REPAIR <input type="checkbox"/> RECOND <input type="checkbox"/> REPAIR			COMMITMENT CODE	GAS, OIL, LUBE	
				SUBLET AMOUNT	
				MISC CHARGES	
				TOTAL CHARGES	
				LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

DISCLAIMER OF WARRANTY: ANY express or implied warranty on the vehicle is hereby rejected. The Ford Motor Company and its dealers do not warrant, express or implied, any implied warranty of merchantability, fitness for a particular purpose, and Ford Motor Company and its dealers disclaim any other warranties and disclaim responsibility for any liability in connection with the sale of said products.

- CERTIFICATION -  
All repairs and parts listed were performed in compliance  
with Michigan Auto Repair Act 394, 395



11/6/12 Power steering ~~☆~~

~~11/9/11~~ Labor & Body

10/21/11 ABS Light ~~☆~~

~~10/7/11~~ Body Shop

Southgate Lincoln

could not

print out

Above 2

problems









# Southgate LINCOLN



16800 Fort Street, Southgate, MI 48195  
Phone: (734) 285-8800 Fax: (734) 285-9474  
www.southgatelincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

## \*\* In Progress \*\*

### \* Service Invoice Customer Copy \*

Auth#:

Page 1  
Fleet:SO #: 304911  
Tag #: 3055

Customer No: 207111  
[REDACTED]  
ALLEN PARK, MI  
Home: [REDACTED] Bus: (000) 000-0000  
Cell: [REDACTED] Today: [REDACTED]  
Email: [REDACTED] COM

License No	Odometer In	Odometer Out	Delivery Date	Stock No
NA	38206	38208		
Year	Make	Model	Model No	Color
2012	FORD	FUSION		BLUE
Vehicle ID No		Selling Dealer	SO Date	InServ Date Location
3FAHP0JA8CR		[REDACTED]	08/27/2013	08/11/2011
Fleet #				

Request/Complaint		Type	CSR#	TU	Amount
1	GC	CK POWER STEERING ASSIST LITE AND ADVANCE TRAC ALSO TIRE PRESS LITE SEE HISTORY	C	200	0

Technician 119

Correction: INSPECT VERIFY CONCERN,  
EEC QUICK TEST  
ELECTRONIC POWER STEERING DIAG.  
CLEAR CODES PERFORMED PMI  
1.0 HRS

Steering  
8/29/13

EST GIVEN FOR POWER STEERING RACK DECLINED  
AT THIS TIME

CP 1.0 HRS

Request Total	0.00
LABOR	0.00
PARTS	0.00
SUPPLIES	0.00
<b>SUBTOTAL</b>	<b>0.00</b>
SALES TAX	0.00
<b>TOTAL INVOICE</b>	<b>0.00</b>

## OUR SERVICE GUARANTEE

We guarantee our service will last for 12 months or 12,000 miles, whichever comes first. If under normal conditions, your vehicle requires repair within 12 months from the date of service, we will repair it at no charge.

STORAGE OF \$15 PER DAY WILL BE CHARGED AS HOURS AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTIES APPLIED TO THIS AGREEMENT ARE THOSE WHICH MAY BE PROVIDED BY THE MANUFACTURER. THE SELLER DISCLAIMS HEREBY EXPRESSLY INCORPORATING ALL MANUFACTURER'S EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY ASSUMES NO LIABILITY WHATSOEVER TO ANY PERSON FOR ANY DAMAGE IN CONNECTION WITH THE SALE OF THE PART(S). A WARRANTY IS NOT PROVIDED FOR PROPERTY DAMAGE OR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR COMMERCIAL OR OTHER INCIDENTAL DAMAGES.

SHOP SUPPLIES ARE NOT TO EXCEED 50% OF LABOR CHARGE AS INCURRED DURING SUPPLIES USED ON YOUR VEHICLE. APPROVABLE SUPPLY ITEMS ARE TAPE, ADHESIVE, SCREW NUT, BOLT, CLIP, BAND, ELECTRICAL WIRE, AND TERMINALS. EXPENSES FOR UNAPPROVED USE MUST BE PAID BY THE OWNER OF THE VEHICLE.

OUR SERVICE IS PROVIDED BY DEALER. THE DEALER CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO DAMAGE OR DAMAGE FROM THE DATE OF PAYMENT OR PAYMENT SET-TIME. PARTS REPAIRED OR REPAIRED UNDER THE CLAIM HAD BEEN DAMAGE TO A MANNER WHICH WAS NOT CAUSED BY ACCIDENT, NEGLIGENCE, OR MALPRACTICE. RECORDS CONCERNING THIS CLAIM CAN BE REVIEWED FOR ONE YEAR.

X SIGN: \_\_\_\_\_ SIGNER: FINAL MANAGER AUTHORIZED PERSON (DATE) REPAIRS PERFORMED AND  
CHARGE BY

X

SIGNED: \_\_\_\_\_

(DATE)



**LINCOLN**  
REACH HIGHER

**VARSITY LINCOLN, INC.**  
P.O. BOX 633 • 49251 GRAND RIVER AVENUE  
NOVI, MI 48376  
SERVICE LINE: (248) 305-5400  
[www.varsityautos.com](http://www.varsityautos.com)

P &amp; A CODE 10011

STATE REGISTRATION NO.  
F-144322

*Steering  
9/24/13 pg. 1*

CUSTOMER NO. [REDACTED]	ADVISOR BRIAN KEESLER	704 TAG NO. 083	INVOICE DATE 09/24/13	[REDACTED]	
LINCOLN PARK, MI [REDACTED]	LABOR RATE [REDACTED]	LICENSE NO. [REDACTED]	MILEAGE 39,581	COLOR [REDACTED]	STOCK NO. [REDACTED]
	YEAR/MAKE/MODEL 12/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 3FAHP0JAJ6CR [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
	FILE NO. [REDACTED]	P.O. NO. [REDACTED]	R.D. DATE 09/20/13		
	BUSINESS PHONE [REDACTED]	COMMENTS [REDACTED]			

## JOB# 1 CHARGES

LABOR  
JOB# 1 03LTZ202 PER END GENERAL TECH(S) 1107  
CUSTOMER STATES THAT THE POWER STEERING IS INOP.  
42 3504  
PER PAT S  
VERIFIED PS INOP/TESTED SYSTEM INTERNAL MODULE FAILURE/  
REPLACED ELECTRONIC RACK AND PINION/CK ALIGNMENT SET TOE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	AESZ-3504-CE	GEAR ASY - STEE			
2	XT-5-0MC	FLUID - TRANSMI			
			TOTAL - PARTS	0.00	

## JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

## JOB# 2 CHARGES

LABOR  
JOB# 2 03LTZ202 PER END POINT TECH(S) 1107  
PERFORM QUICKLANE MULTI POINT  
INSPECTION  
TIRES BRAKES YELLOW

## JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

## JOB# 3 CHARGES

LABOR  
JOB# 3 03LTZ202 PER END FORD FUSION 4DR SDN SEL FWD TECH(S) 1107  
CUSTOMER PAY RENTAL \$30.00 A DAY.

## JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

## JOB# 4 CHARGES

LABOR  
JOB# 4 03LTZ202 PER END BATTERY/GREEN TECH(S) 1107  
BATTERY TESTED OKAY AT THIS TIME...  
BATTERY TESTED OK...

## JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

## JOB# 5 CHARGES

LABOR  
JOB# 5 03LTZ202 PER END VEHICLE MODELS TECH(S) 1107  
MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32  
MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32

## DISCLAIMER OF WARRANTIES

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

## Service Hours

Monday - Friday

7:00 am - 6:00 pm

Saturday 8:00 am - 4:00 pm

SERVICE LINE: (248) 305-5400

Free courtesy shuttle available

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

X SUPERVISOR, OWNER, GENERAL MANAGER, AUTHORIZED PERSON, ETC.

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. \$19.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X \_\_\_\_\_







CUSTOMER #: [REDACTED]

*Service  
Belle  
Street  
Noise  
P3*  
 8/30/11

ALLEN PARK, MI

HOME [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

281006

\*INVOICE\*

DUPLICATE 1  
PAGE 2

## FAIRLANE FORD SALES, INC.



JUST EAST OF SOUTHFIELD

14685 Michigan Ave. P O Box 846

DEARBORN, MICHIGAN 48126

PHONE: (313) 846-5000

FAX: (313) 846-7385

ST. # F-106840

www.lairdandford.com



SERVICE ADVISOR: 7015 DENNIS MCCARTHY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SZ	12	FORD FUSION	3FAHP0JA6C1[REDACTED]		1030/1041	J6982
DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT

11AUG11 DD	17:00 30AUG11	CCP	02SEP11
R.O. OPENED	READY	OPTIONS: STK:12114 DLR:030508 ENG:2.5_Liter	
12:07 30AUG11	08:04 01SEP11	TRN:44W 1)238 514 662 2)HE	

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

D TO TIM FOR GAS

ADD ADD ON REPAIR -PLEASE SPECIFY

9999 ISP 0.00

LUBE MARATHON GAS INV#5282447  
PO#0

C

41.20 41.20

PC: 0

PARTS: 0.00 LABOR: 0.00 OTHER: 41.20 TOTAL LINE D: 41.20  
,,,1041 CCP GAS CUST HAS BEEN IN TWICE FOR SERVICE ONLY HAD COUPLE  
WEEKS, T.L.

\*\*\*\*\*

E\*\* MINI DETAIL includes hand wash and wax, exterior windows, interior  
vacuum and application of tire dressing.

NWD NO WORK DONE

9999 C 0.00

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00  
,,,1030 N/C DETAIL CCP CUST BEEN IN TWICE NOW WITH NEW CAR 1000 MILES  
,,,ON IT T.L.

\*\*\*\*\*

PSA CODE 000594 TAX-D NO A-08-1580478	SALES DATE	PURCHASE DATE	EXPIRED
ICHECK (✓) APPROPRIATE BOX			
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> PERSONAL	
PARTS LABOR TOTAL			
AUTOMOTIVE SIGNATURE AND DATE			

SERVICE INSTALLED PARTS			APPROVAL CODE OR NO	DESCRIPTION	TOTALS
DATE INSTALLED	ACQUIRED/MILEAGE	ORIGINAL PO NUMBER		LABOR AMOUNT	0.00
MO DAY	%	NO TON/HS		PARTS AMOUNT	0.00
PROGRAM CODES			COMMITMENT CODE	GAS, OIL, LUBE	41.20
REPAIR 1	REPAIR 2	REPAIR 3		SUBLET AMOUNT	0.00
OR SIGNAL OF RETURNING VEHICLE. I HEREBY CERTIFY THAT THE INFORMATION HEREIN IS ACCURATE UNLESS OTHERWISE INDICATED. SERVICES DESCRIBED WERE PROVIDED AT NO CHARGE TO OWNER. THERE WAS NO CHARGE FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CONTRACT HAS BEEN CONNECTED WITH ANY ACCIDENT, VANDALISM OR DAMAGE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 111 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVE OF VEHICLE FIRM.				MISC. CHARGES	0.00
				TOTAL CHARGES	41.20
				LESS INSURANCE	41.20
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

DISCLAIMER OF WARRANTIES: Any warranties on the products sold by Laird are those made by the product's manufacturer. Fairlane Ford, Laird and its dealers do not warrant, either express or implied, any product or part thereof. No warranty of merchantability or fitness for a particular purpose will Fairlane Ford neither guarantees nor authorizes any other person to assume for it liability or responsibility with the sale of said products.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF BELOW MENTIONED VEHICLE AND RECEIPT OF INVOICE COPY HEREIN.

-CERTIFICATION-  
ALL PARTS AND PARTS LISTED WERE FURNISHED IN CONFORMITY  
WITH THE AUTO REPAIR ART (A.R.A.)

11/6/12 Power steering 

~~11/9/11~~ Labor  ~~body~~

10/21/11 ABS Light 

~~10/7/11~~ body shop

Southgate Lincoln

could not

print out

Above 2

problems





**Southgate** LINCOLN



16800 Fort Street, Southgate, MI 48195  
Phone: (734) 285-8800 Fax: (734) 285-9474  
www.southgalelincoln.com Toll Free: 1-888-727-0093

State Reg. No. F-152366

Cashiered Date: 02/21/2013 6:05:14 PM

**REPRINT**

SO #: 300629

**\* Service Invoice Customer Copy \***

Auth#:

Page 2

Fleet:

Tag #: 9061

Customer No:	[REDACTED]	Advisor: Joseph Brancheau	Invoice Date: 02/21/2013	Term: CASH
ALLEN PARK, M	[REDACTED]	License No: NA	Odometer In: 30507	Odometer Out: 30509
Home: [REDACTED]	Bus: (000) 000-0000	Year: 2012	Make: FORD	Model: FUSION
Cell: [REDACTED]	Today	Vehicle ID No: 3FAHP0JA6CR	Selling Dealer: Fleet #	Model No: Color: BLUE
Email: [REDACTED] COM				SO Date: 02/18/2013 InServ Date: 08/11/2011 Location:

## Request/Complaint

Type CSR# TU Amount

Cause: NEEDS 4 TIRES ASAP  
Correction: NEEDS 4 TIRES ASAP

Request Total 0.00

## Added Operation

3 GW	Customer States check for possible leak					212113
121106A	TSB LEFT HALFSHAFT LEAK		W	200	1.70	
1	9L8Z 1177 A SEAL		W			pg 2
1	AESZ 3A427 E SHAFT - FRONT AXLE		W			
	Technician: 119					
Cause: SEE RIGHT						
Correction: INSPECT VERIFY WITH LEAK TEST LEAK TEST RNR LEFT FRONT KNUCKLE, REMOVE DRIVE SHAFT, RNR AXLE SEAL RE ASSY.,						

Request Total 0.00

## Added Operation

4 RENTAL	RENTAL OUT (TAP) RA 45098 FORD/ LINC				
RENTAL	LOANER 4@45 (TAP)		WTAP	425	0
SUBLET	RENTAL OUT - TAP LOANER		WSUB	425	0

Technician 199

## OUR SERVICE GUARANTEE

We guarantee our work for 12 months or 12,000 miles whichever comes first. If under normal conditions, our repair or replace service is (within the time) we will be free of charge.

## ESTIMATE DUE'S PER DAY WILL BE CHARGED AS HOURS AFTER REPAIRS ARE COMPLETED

THE FOLLOWING SERVICES ARE THOSE WHICH MAY BE PROVIDED BY THE MECHANIC OR TAP. THE SELLER DECLINES ANY LIABILITY REGARDING ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER EXISTING, NOT AUTOMATICALLY FURNISHED BY LAW, OR ARISING OUT OF THE SALE OF THE PARTS AND/OR SERVICE. SUCH LIABILITY SHALL NOT BE EXTENDED TO THE SELLER DUE TO ANY CONSEQUENTIAL DAMAGE, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INJURIES, OR ANY OTHER INCIDENTAL DAMAGES.

SHOP SUPPLIES (NOT TO EXCEED \$200) OF LABOR, PARTS AS PROVIDED FOR SUPPLIES USED ON YOUR VEHICLE. APPROXIMATE YARDAGE ITEMS ARE TAX, AIRPORT FEAT, SCAMPT, PDR, POLARIS, ELECTRICAL WIRE, AND OTHER MAINTENANCE EXPENSE ALSO THIS DOES NOT INCLUDE QUANTITY OF PARTS OR LABOR & RELOCATING COST OF DISASSEMBLY AND REASSEMBLY.

ON REPAIRS PROVIDED BY THE MECHANIC, THE MECHANIC CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. CLAIMS DESCRIBED HEREIN PERTAIN TO DAMAGE TO OWNER. THERE WAS NO INDICATION FROM THE MECHANIC OR THE VEHICLE OWNER WHILE THE PART IS PAID FOR OR PLACED UNDER THIS CLAIM, THAT THE PART HAS BEEN DISMANTLED OR RELOCATED, OR THAT IT WAS AN ACCIDENT, FROM THE OWNER'S SIDE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR INSPECTION.

X  
Signed,

DALE, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

PARTS PROVIDED BY COMPLETED AND  
CHARGED BY

X





# Southgate

LINCOLN



Motorcraft



16800 Fort Street, Southgate, MI 48195  
 Phone: (734) 285-8800 Fax: (734) 285-9474  
[www.southgatelincoln.com](http://www.southgatelincoln.com) Toll Free: 1-888-727-0093

State Reg. No. F-152366

SO #: 304911  
 Tag #: 3055

\*\* In Progress \*\*

## \* Service Invoice Customer Copy \*

Auth#:



Page 1

Fleet:

Customer No: [REDACTED]  
 ALLEN PARK, MI [REDACTED]  
 Home: [REDACTED] Bus: (000) 000-0000  
 Cell: [REDACTED] Today  
 Email: [REDACTED]

Advisor:	Brian Rothermel	Invoice Date:	08/29/2013	Term:	CASH
License No	Odometer In	Odometer Out	Delivery Date	Stock No	
NA	38206	38208			
Year	Make	Model	Model No	Color	
2012	FORD	FUSION		BLUE	
Vehicle ID No	Selling Dealer	SO Date	InServ Date	Location	
3FAHP0JA8CR [REDACTED]		08/27/2013	08/11/2011		
Fleet #					

## Request/Complaint

Type CSR# TU Amount

1 GC CK POWER STEERING ASSIST LITE AND ADVANCE TRAC ALSO  
 TIRE PRESS LITE SEE HISTORY

C 200 0 0.00

Technician 119

Correction: INSPECT VERIFY CONCERN,  
 EEC QUICK TEST  
 ELECTRONIC POWER STEERING DIAG,  
 CLEAR CODES PERFORMED PM!  
 1.0 HRS

Steering  
 8/29/13

EST GIVEN FOR POWER STEERING RACK DECLINED  
 AT THIS TIME

CP 1.0 HRS

Request Total	0.00
LABOR	0.00
PARTS	0.00
SUPPLIES	0.00
<b>SUBTOTAL</b>	<b>0.00</b>
SALES TAX	0.00
<b>TOTAL INVOICE</b>	<b>0.00</b>

## OUR SERVICE GUARANTEE

We guarantee our parts will work for 12 months or 12,000 miles with limited exceptions. If under normal conditions, our parts fail or become non-functional (not for wear and tear) we will repair or replace at no charge.

STORAGE OF 10% PER DAY WILL BE CHARGED 48 HOUR AFTER REPAIRS ARE COMPLETED.

THE ONLY WARRANTY IS PAYMENT TO THE PARTS AND THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SALE OF THE PARTS. A MOTORIST SHOULD BUY PARTS ONLY FROM A DEALER WHO IS SUBJECT TO THE SAME WARRANTY AS THE SELLER. WE ARE NOT RESPONSIBLE FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, DAMAGE TO OTHER PROPERTY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

SHIPPING FEES \$10.00 (\$10 TO \$100 TO \$20.00) OR A FEEL UP CHARGE AS INDICATED FOR SUPPLIES USED ON YOUR VEHICLE. APPROXIMATE SUPPLY ITEMS ARE TAPE, ADHESIVE, SCREWDRIVER, SCREW, CLIP, NUT, SCREW WIRE, ELECTRICAL WIRE, AND TERMINALS. EXHIBIT ALSO

BY SIGNING OR CHANGING DRAWS, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO DAMAGE TO OWNER'S PROPERTY FROM THE DATE OF PAYMENT ACTIVATION AT THE SERVICE CENTER FOR PERIOD OF 12 MONTHS EXCEPT FOR DEFECTS IN MATERIAL OR WORKMANSHIP.

X \_\_\_\_\_  
 SIGNATURE

DATE, GENERAL, MANAGER OR AUTHORIZED PERSON

DATE

VERIFIED, PROPERTY COMPETED AND  
 CHECKED BY

X



# Southgate



16800 Fort Street, Southgate, MI 48195  
 Phone: (734) 285-8800 Fax: (734) 285-9474  
[www.southgatelincoln.com](http://www.southgatelincoln.com) Toll Free: 1-888-727-0093

State Reg. No. F-152366

PRIORITY: 0

Promised Date 10/17/2013 6:00:00 PM

## WORK ORDER



Tag# : 3608

SHOP : S1 Fleet Type: Printed : 10/17/2013 12:04:32 PM Page: 1

Customer No:	Advisor: Brian Rothermel Date : 10/17/2013 Time: 11:57 AM SO #: 306058			
ALLEN PARK, MI	License No NA	Odometer In 40410	Delivery Date 00/00/0000	InService Date 08/11/2011
Today: [REDACTED] Bus: (000) 000-0000	Year 2012	Make FORD	Model FUSION	Stock No
Home: [REDACTED]	Vehicle ID No 3FAHP0JA6CF	Selling Dealer	Model No	Color BLUE
Cell: [REDACTED]	Engine Size		Extended Warranty NOT APPLICABLE	Location Fleet #

CLM

## Request/Complaint

1 GC

CK POWER STEERING INOP TCS AND ADVANCE TRACK LITE AND POWER STEERING SERVICE LITE COMES ON AS SOON AS YOU SHUT CAR OFF NO POWER STEERING WILL NOT OPERATE RACK AND PINION ASSY REPLACED AT VARSITY 9-24-13

Type

C

Steer^n)  
10/17/13

## OUR SERVICE GUARANTEE

We guarantee our service work for 12 months or 12,000 miles whichever comes first. If under normal conditions, our repair or replacement fails to function correctly via normal usage or cause

## PARTS RETURNED STATUS

AC. PARTS ARE NEW UNLESS INDICATED OTHERWISE

100% 0%

## STORAGE CHARGE PER DAY WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED

THE FOLLOWING SERVICES ARE PROVIDED BY THE MANUFACTURER: THE SELLING DEALER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER ASSUMED, IMPLIED OR OTHERWISE, AND HEREBY ASSUMES NO LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S). A REPAIR SERVICE BUREAU SHALL NOT BE ENTITLED TO SEEK REIMBURSEMENT FROM THE SELLER FOR THE LABOR AND MATERIALS INCURRED IN REPAIRING DAMAGE TO PROPERTY, DAMAGE TO PERSON, DAMAGE FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INJURY, OR IN ANY OTHER MANNER, OR DAMAGE

SHOP SUPPLIES (NOT TO EXCEED \$200) IF LIQUID DAMAGE IS MADE GOOD FOR SUPPLY ITEMS ARE TIRE, AIR DRYER, SOLVENT, BARS CLEANING, FLUIDS, OIL, WATER, FILTERS AND CLUTCH FLUID

INCLUDES LABOR TO MAKE GOOD FOR LIQUID DAMAGE AND REPAIRS TO THE VEHICLE. AN ITEM WHICH IS DETERMINED TO BE DEFECTIVE OR DEFECTIVE DUE TO THE MANUFACTURER'S NEGLIGENCE OR CARELESSNESS OR DEFECTIVE DUE TO THE MANUFACTURER'S FAILURE TO MAINTAIN THE VEHICLE IN A REASONABLY CAREFUL MANNER

THE SELLER SHALL NOT BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES WHICH ARE THE RESULT OF THE PURCHASE OF THE PART(S). THE SELLER SHALL NOT BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE THE RESULT OF THE PURCHASE OF THE PART(S).

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN

X

REVIEWED

CUSTOMER ESTIMATE APPROVAL DOCUMENT

(DRW)

LINCOLN  
REACH HIGHER

**VARSITY LINCOLN, INC.**  
P.O. BOX 633 • 49251 GRAND RIVER AVENUE  
NOVI, MI 48376  
SERVICE LINE: (248) 305-5400  
www.varsityautos.com

F &amp; A CODE 10011

STATE REGISTRATION NO.  
F-144322

Steering  
9/24/13 pg 1

CUSTOMER NO.	116201	ADVISOR	BRIAN KEESLER	TAG NO.	083	INVOICE DATE	09/24/13	INVOICE NO.	LICS457386
		LABOR RATE	LICENSE NO.	MILEAGE	39,581	COLOR		STOCK NO.	
LINCOLN PARK, MI		YEAR/MAKE/MODEL	12/FORD/FUSION/4DR SDN SEL FWD			DELIVERY DATE		DELIVERY MILES	
		VEHICLE ID NO.	3FAHP0JAJ6CR			SELLING DEALER NO.		PRODUCTION DATE	
		ETC NO.		P.O. NO.		PHONE	09/20/13		
		BUSINESS PHONE	COMMENTS						

## JOB# 1 CHARGES

LABOR  
JOB# 103L12202 PRE END GENERAL TECH(S) 1167  
CUSTOMER STATES THAT THE POWER STEERING IS INOP  
42 3504  
PER PAT 5  
VERIFIED PS INOP/TESTED SYSTEM INTERNAL MODULE FAILURE/  
REPLACED ELETRONIC RACK AND PINION/CK ALIGNMENT SET TOE.

PARTS - QTY - FP-NUMBER - DESCRIPTION - UNIT PRICE -  
 1 AES2-3504-CE GEAR ASY - STEE  
 2 XT-5-0MC FLUID - TRANSIT

TOTAL - PARTS 0.00

## JOB# 1 TOTALS -

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00  
JOB# 2 CHARGES

LABOR  
JOB# 103L122099 MULT POINT TECH(S) 1162  
PERFORM QUICKLANE MULTI POINT  
INSPECTION  
TIRES BRAKES YELLOW

## JOB# 2 TOTALS -

JOB# 2 JOURNAL PREFIX LICS. JOB# 2 TOTAL 0.00  
JOB# 3 CHARGES

LABOR  
JOB# 103L12202 FORD F150 150.00 TECH(S) 1167  
CUSTOMER PAY RENTAL \$30.00 A DAY.

## JOB# 3 TOTALS -

JOB# 3 JOURNAL PREFIX LICS. JOB# 3 TOTAL 0.00  
JOB# 4 CHARGES

LABOR  
JOB# 103L12202 BATTERY/GREEN TECH(S) 1167  
BATTERY TESTED OKAY AT THIS TIME...  
BATTERY TESTED OK...

## JOB# 4 TOTALS -

JOB# 4 JOURNAL PREFIX LICS. JOB# 4 TOTAL 0.00  
JOB# 5 CHARGES

LABOR  
ON SALE VEHICLE NAMES  
MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32  
MAY REQUIRE FUTURE ATTENTION 4/32 TO 6/32

## DISCLAIMER OF WARRANTIES

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

## Service Hours

Monday - Friday

7:00 am - 6:00 pm

Saturday 8:00 am - 4:00 pm

SERVICE LINE: (248) 305-5400

Free courtesy shuttle available

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

X \_\_\_\_\_  
SIGNED: DATED: 09/24/2013 BY AUTHORIZED PERSON

SHOP SUPPLIES 10% OF THE LABOR CHARGE  
MAX \$19.00 FOR WORK DONE IS INCLUDED  
FOR SUPPLIES USED ON YOUR VEHICLE.  
APPLICABLE SUPPLY ITEMS ARE NUTS,  
BOLTS, WASHERS, TAPE, PINS, AEROSPRAY,  
SHELLAC, SOLVENT, RAGS, BATTERY CLEANER,  
TOWELS, SOLDER, CARBURETOR CLEANER,  
ETC. DOES NOT INCLUDE HAZARDOUS  
WASTE.

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE  
AND MAY NOT REFLECT THE ACTUAL HOURS WORKED

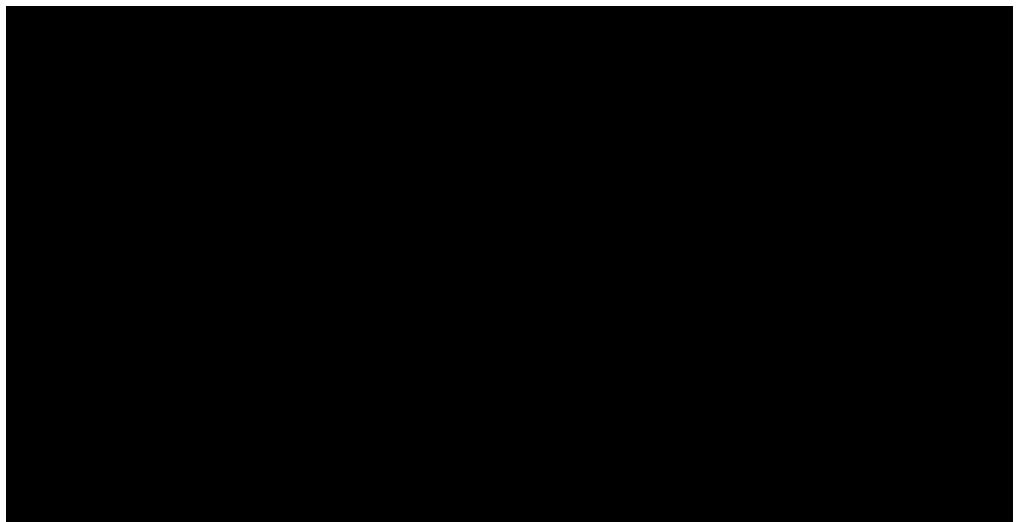
ALL PARTS NEW UNLESS  
SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the  
Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X \_\_\_\_\_





**Whelpley, Carl**

---

**From:** Miles, Felicia (F.) <fmiles@ford.com>  
**Sent:** Tuesday, June 25, 2013 3:05 PM  
**To:** Whelpley, Carl  
**Subject:** RE: Dealer/Fleet Request for OGC Review

Hi, please send me a copy of the RO for review. Thanks.

\*\*\* THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS ATTORNEY WORK PRODUCT SO PLEASE DO NOT DISSEMINATE, FORWARD OR PRINT\*\*\*

*Felicia Miles*  
Legal Analyst - Dealer Requests  
Office Of The General Counsel - Product Litigation  
Ford Motor Company  
World Headquarters  
Fax: (866) 639-0382

D  
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Y  
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**CONFIDENTIAL**

This email may contain privileged or confidential information.  
If you received it in error, please delete it immediately and notify the sender.

**From:** Whelpley, Carl [mailto:[WhelpleyC@autonation.com](mailto:WhelpleyC@autonation.com)]  
**Sent:** Friday, June 21, 2013 2:40 PM  
**To:** Miles, Felicia (F.)  
**Subject:** RE: Dealer/Fleet Request for OGC Review

THE REPAIR HAS BEEN COMPLETED. WHEN DONE THEN IT WAS BROUGHT UP THAT THAT IS WHY THE TIRE BLEW OUT AND THAT TURNED INTO "OH AND THE RIMS A GOUGED ON THAT SIDE AS WELL" THAT IS THE POINT WE STOPPED.

**From:** Miles, Felicia (F.) [<mailto:fmiles@ford.com>]  
**Sent:** Friday, June 21, 2013 1:09 PM  
**Cc:** Whelpley, Carl  
**Subject:** RE: Dealer/Fleet Request for OGC Review

Carl,

If I'm reading this correctly, the rack repair has already been submitted under warranty, is that correct?

\*\*\* THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS ATTORNEY WORK PRODUCT SO PLEASE DO NOT DISSEMINATE, FORWARD OR PRINT\*\*\*

*Felicia Miles*

Legal Analyst - Dealer Requests  
Office Of The General Counsel - Product Litigation  
Ford Motor Company  
World Headquarters  
Fax: (866) 639-0382

**CONFIDENTIAL**

This email may contain privileged or confidential information.  
If you received it in error, please delete it immediately and notify the sender.

**From:** Hull, Michelle (M.K.) On Behalf Of Ordalp, F (F.)  
**Sent:** Thursday, June 13, 2013 1:44 PM  
**To:** Miles, Felicia (F.)  
**Cc:** [whelpleyc@autonation.com](mailto:whelpleyc@autonation.com)  
**Subject:** RE: Dealer/Fleet Request for OGC Review

PRIVILEGED & CONFIDENTIAL

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

This has been assigned to Felicia Miles

**Vehicle VIN:** 3fahp0cg2cr [REDACTED]

**Mileage:** 6155

**Customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** concord

**State :** Ohio

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** pittsburgh

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2013-06-11

**County incident occurred:** lake

Is customer alleging a component defect CAUSED the incident? YES

**Details:** customer lost all power steering assist failure in rack noted and verified u2011 and u300 codes. requires rack replacement. vehicle scrapped a curb - damaged both right side rims and blew out rt fit tire

Was a police report filed? NO

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

**Vehicle Location:** AutoNation Ford East

**Attorney information:** none

**CVO Contact:**

**Resolution Customer is seeking:** one tire and rims replaced - vehicle is a lease and doesnt want penalized for damage

**Comments:** customer is understanding. the rack has been installed as there was no mention of assistance with tire and rims initially.

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disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic email or its contents (including any attachments) by persons other than the intended recipient(s) is strictly prohibited. If you have received this message in error, please notify us immediately by reply email so that we may correct our internal records. Please then delete the original message (including any attachments) in its entirety. Thank you

CUSTOMER #: [REDACTED]

274628

**AutoNation**

AutoNation Ford East

28825 EUCLID AVENUE, WICKLIFFE, OHIO 44092  
440/585-8000

CONCORD TWP, OH

HOME: [REDACTED] CONT: [REDACTED]

BUS:

CELL: [REDACTED]

DUPLICATE 4

PAGE 1

SERVICE ADVISOR: 2205 AMY CHRESTOFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RED	12	FORD FUSION	3FAHP0CG2CR [REDACTED]		6155/6155	T74532	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24NOV12 DD			21:00 11JUN13			CASH	25JUN13
11:17 11JUN13	15:09 25JUN13			OPTIONS: STK:CR374532 DLR:F44006 ENG:3.0 LITER			
READY							

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A Tires - Mount and Balance

MA44 Tires - Mount and Balance  
8123 CFZM 0.00 0.00

1 9004\*33284\* P225/50R17 242.62 242.62 242.62

MICHELIN PLEASE REGISTER YOUR TIRES AT  
WWW.MICHELINMAN.COM AND CLICK "REGISTER YOUR  
TIRES" AND ENTER THE DOT CODES PROVIDED  
BELOW8123CFZDP 0.00 0.00  
PARTS: 242.62 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 242.62

6155 REPLACE 1 TIRE, DOT B90A-VULK-2612

\*\*\*\*\*

B CUSTOMER APPROVES MULTI POINT INSPECTION REPORT CARD  
99P CUSTOMER REQUESTED TO HAVE MULTIPONT  
INSPECTION PERFORMED THIS VISIT8123 CF 0.00 0.00  
MULTI-A CUSTOMER APPROVES MULTI-POINT INSPECTION  
REPORT CARD8123 CF 0.00 0.00  
GTIRE TIRE CONDITION CHECKED AND OK8123 CF 0.00 0.00  
GBATT BATTERY CHECKED AND OK8123 CF 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00\*\*\*\*\*  
C\*\* CUSTOMER STATES POWER STEERING IS INOP  
CAUSE: INTERNAL3504E STEERING GEAR ASSEMBLY - EPAS - DIAGNOSIS  
(3504/3AS001) - L8123 WF (N/C)  
1 AB5Z\*3504\*CE GEAR ASY - STEERING (N/C)2 9E5Z\*1007\*BCP WHEEL ASY (N/C)  
3504E8 STEERING GEAR PROGRAMMABLE MOTOR  
INSTALLATION (PMI) - PROGRAM - TEST - L

		DESCRIPTION	TOTALS
The seller, AUTONATION FORD EAST, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and AUTONATION FORD EAST, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of vehicles or parts.	I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	LABOR AMOUNT	
TERMS: (1) 90 DAY/4000 MILE WARRANTY. (2) IN CASE OF NON-WARRANTY REPAIRS - PAYMENT MUST BE CASH OR ACCEPTABLE CREDIT CARD. (VISA, MASTERCARD, AMERICAN EXPRESS).		PARTS AMOUNT	
CUSTOMER SIGNATURE		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

CUSTOMER #: [REDACTED]

274628

**AutoNation**

AutoNation Ford East

28825 EUCLID AVENUE, WICKLIFFE, OHIO 44092  
440/585-8000

CONCORD TWP, OH

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]DUPLICATE 4  
PAGE 2

SERVICE ADVISOR: 2205 AMY CHRESTOFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
RED	12	FORD FUSION	3FAHP0CG2CR [REDACTED]		6155/6155	T74532	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
24NOV12 DD			21:00 11JUN13			CASH	25JUN13

R.O. OPENED	READY	OPTIONS: STK:CR374532 DLR:F44006 ENG:3.0 LITER			
11:17 11JUN13	15:09 25JUN13		LIST	NET	TOTAL

LINE	OPCODE	TECH	TYPE	HOURS	(N/C)
------	--------	------	------	-------	-------

8123 WF 3504A STEERING GEAR ASSEMBLY - REMOVE AND INSTALL

OR REPLACE (3504/3A500) - E

(N/C)

8123 WF

1007AB TIRE(S) / WHEEL(S) AND/OR VALVE STEM(S) - E

REMOVE AND INSTALL OR REPLACE

(1007/1015/1700/TIRE/TWC01) - E

(N/C)

8123 WF

FC: C50 42					
------------	--	--	--	--	--

PART#: AE5Z\*3504\*CE

COUNT:

CLAIM TYPE:

AUTH CODE:

00955

PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE C: 0.00
-------------	-------------	-------------	--------------------

6155 TEST EPAS SYSTEM, REPAIR CODESU2011 AND U300, EPAS INTERNAL

FAILURE REMOVE STEERING GEAR REPLACE GEAR ASSY. PERFORM ALL

PROGRAMMING. RETEST SYSTEM OK. PERFORM 4 WHEEL ALIGNMENT. V6 AWD MODEL -

customer states going down mentor avenue and went to turn and had no power steering and hit curb with both rt front and right rear tires.

had boyfriend drive car in. power steering internal fault verified.

both rims damaged from curbs as well. cover tire and both rims as consequential damage as power steering was cause of damage. old tire at

10/32 m30a 01bx 0912 dot and new tire is b90a vjlx 2612 dot.

\*\*\*\*\*ANNOUNCING!\*\*\*\*\*

AUTONATION Customer Care and Parts Hours

MONDAY-FRIDAY 7AM-6PM

SATURDAY 8AM-4PM

CLOSED ON SUNDAYS

Your Satisfaction is our #1 Goal!!!

We Thank You for your continued business

The seller, AUTONATION FORD EAST, hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and AUTONATION FORD EAST, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of vehicles or parts.

TERMS: (1) 90 DAY/4000 MILE WARRANTY. (2) IN CASE OF NON-WARRANTY REPAIRS - PAYMENT MUST BE CASH OR ACCEPTABLE CREDIT CARD. (VISA, MASTERCARD, AMERICAN EXPRESS).

CUSTOMER SIGNATURE

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

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	242.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	242.62
LESS INSURANCE	0.00
SALES TAX	16.38
PLEASE PAY THIS AMOUNT	259.00

**Malaney, Linda (L.)**

**From:** Hull, Michelle (M.K.) on behalf of Ordcalp, F (F.)  
**Sent:** Thursday, June 13, 2013 1:44 PM  
**To:** Miles, Felicia (F.)  
**Cc:** whelpleyc@autonation.com  
**Subject:** RE: Dealer/Fleet Request for OGC Review

Ford  
MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

JUN 13 2013

OFFICE OF THE  
GENERAL COUNSEL

PRIVILEGED & CONFIDENTIAL

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

This has been assigned to Felicia Miles

\*\*\*Note to Dealer\*\*\*

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

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

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

**\*\*\*EVALUATIONS MAY TAKE UP TO 90 DAYS \*\*\***

**From:** DCPFORM, FMCDDealer (.)  
**Sent:** Wednesday, June 12, 2013 10:59 AM  
**To:** Ordcalp, F (F.); Taylor, Alma (A.)  
**Cc:** whelpleyc@autonation.com  
**Subject:** Dealer/Fleet Request for OGC Review

**Dealer/Fleet Request for OGC Review**

**Email Subject:** Dealer/Fleet Request for OGC Review  
**DEALER INFORMATION:**  
**Dealership Fleet Name:** AutoNation Ford East  
**Requesting Dealer Fleet:** AutoNation Ford East  
**PA Code:** 02157  
**Contact Person:** carl whelpley  
**Title:** svc mgr  
**Phone Number:** 4405858000  
**Fax Number:** 4405858077

*Repair already submitted*

**Email:** whelpleyc@autonation.com

**Region:** pittsburgh

**Address:** 28825 euclid ave

**City:** wickliffe

**State:** Ohio

**Zip Code:** 44092

**CUSTOMER VEHICLE INFORMATION:**

**WSD:** 11/24/2012

**Vehicle Year:** 2012

**Vehicle Model:** fusion

**Vehicle VIN:** 3fahp0cg2cr [REDACTED]

**Mileage:** 6155

**customer Fleet Name:** [REDACTED]

**Street Address:** [REDACTED]

**City :** concord

**State :** Ohio

**Zip Code :** [REDACTED]

**Home Phone:** [REDACTED]

**Work Phone:** [REDACTED]

**Customer Region:** pittsburgh

**DETAILS OF INCIDENT:**

Accident

**Date of Incident:** 2013-06-11

**County incident occurred:** lake

Is customer alleging a component defect CAUSED the incident? YES

**Details:** customer lost all power steering assist failure in rack noted and verified u2011 and u300 codes. requires rack replacement. vehicle scrapped a curb - damaged both right side rims and blew out rt frt tire  
Was a police report filed? NO

**Details :**

Has the insurance company been contacted? NO

**Insurance company advised:**

**Insurance company contact information:**

**Coach builder:**

**City :**

**State :**

**Zip Code :**

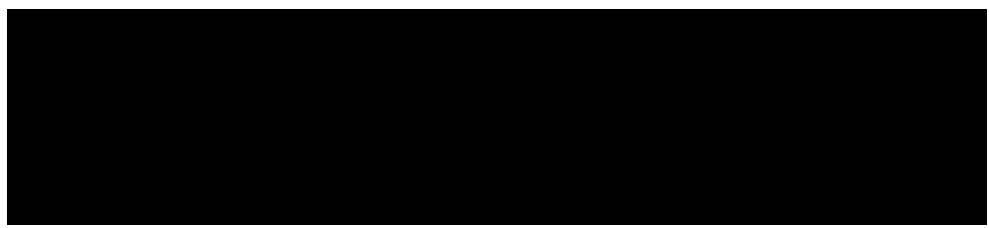
**Vehicle Location:** AutoNation Ford East

**Attorney information:** none

**CVO Contact:**

**Resolution Customer is seeking:** one tire and rims replaced - vehicle is a lease and doesnt want penalized for damage

**Comments:** customer is understanding. the rack has been installed as there was no mention of assistance with tire and rims initially.



# KOLLMORGEN, SCHLUE & ZAHRADNIK P.C.

PO Box 283  
BELL PLAIN, IOWA 52208  
[WWW.KSZLAW.NET](http://WWW.KSZLAW.NET)

MAIN OFFICE  
920 12<sup>th</sup> STREET  
PO BOX 283  
BELL PLAIN, IOWA 52208  
319-444-3286  
319-444-2644(FAX)

TUESDAY'S ONLY - KEYSTONE  
103 MAIN ST  
KEYSTONE, IOWA 52249  
319-442-3747

JENNIFER L. ZAHRADNIK  
[JENNIFER@KSZLAW.NET](mailto:JENNIFER@KSZLAW.NET)

JAMES W. RIES  
[JAMES@KSZLAW.NET](mailto:JAMES@KSZLAW.NET)

LARRY D. SCHLUE

WALTER A. KOLLMORGEN  
RETIRED

September 30, 2013

VIA [lrudolph1@ford.com](mailto:lrudolph1@ford.com)

LaShawn Rudolph  
Legal Analyst  
Ford Motor Company

Re: [REDACTED]  
VIN: 3FAHPOJG4BR [REDACTED]  
2011 Ford Fusion

Dear Mr. Rudolph:

In response to your fax dated September 27, 2013,  
enclosed please find the following documents you requested:

1. Retainer/agreement signed by clients.
2. Current vehicle registration.
3. Certificate of Title to Vehicle.
4. Motor vehicle purchase agreement.
5. Repair Orders (3) for reimbursement.

Current status of the vehicle is that it has been  
repaired and it is at clients' residence.

If anything further is needed for processing this  
claim, please let us know. If emailing these documents to you  
is not satisfactory, please let us know. You may email your  
response to [Louise@kszlaw.net](mailto:Louise@kszlaw.net).

Your assistance in this matter is appreciated.

Sincerely,

*Larry D. Schlue*  
Larry D. Schlue

LDS:lw, Encls.

[REDACTED]  
[REDACTED]  
BELL PLAIN, IOWA [REDACTED]

Ford Motor Company

Re: 2011 Ford Fusion  
VIN: 3FAHPOJG4BR2 [REDACTED]

To whom it may concern:

We, [REDACTED] and [REDACTED], have authorized and retained Larry D. Schlue, Attorney at Law, to represent us in our claim for reimbursement for replacement of the steering gear in the above vehicle and for labor.

Dated this 30<sup>th</sup> day of September, 2013.

[REDACTED]

> [REDACTED] <

Belle Plaine, IA [REDACTED]

IOWA



### Registration Renewal Receipt

\*\*Expiration Date 06/30/2014

County      Benton  
Usage      Regular  
Title No.    06AA77308

Issue Date 05/17/2013  
Tonnage 0

Validation No. [REDACTED]  
Plate No. [REDACTED]

Or [REDACTED]

Belle Plaine IA [REDACTED]



VIN 3FAHP0JG4BR [REDACTED]

Type Automobile

Year 2011	Make Ford	Model Fusion Sel	Style 4D
Cyl. 6	Fuel Flexible Fuel	Weight 3,600	GVWR
Color Gray		L.P. \$26,500	Sq. Ft.

Plate Type County Std

Designation

Cumulative Damage

Annual Fee \$279

JMcG  
Audit No. 8028658

Kelly Rae Geater

County Treasurer

	Fee	Penalty
Registration Fees	\$279.00	\$0.00
Plate Fees	\$0.00	
Other Fees	\$0.60	
Totals	\$279.50	\$0.00
Grand Total	\$279.60	

#### DO NOT DETACH

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale \_\_\_\_/\_\_\_\_/\_\_\_\_

Buyer \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Signature \_\_\_\_\_

**STATE OF IOWA**  
**CERTIFICATE OF TITLE TO A VEHICLE**

Regular

Designation

Title No. [REDACTED]

County Benton

Issue Date 07/03/2012

VIN 3FAHP0JG4BR [REDACTED]

Type Automobile

Year	2011	Make	Ford	Model	Fusion Sel	Style	4D
Cyl.	6	Fuel	Flexible Fuel	Weight	3,600	GVWR	
Color	Gray			LP.	\$26,500	Sq. Ft.	
Odometer	28,186 Actual Miles					Cumulative Damage	

Owner(s)

[REDACTED]  
[REDACTED]  
Belle Plaine IA [REDACTED]

Or

	Fee	Penalty
Title Fees	\$25.00	\$0.00
Fee for New Reg	\$864.75	
Registration Fees	\$244.00	\$0.00
SI Fees	\$0.00	
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$1,133.75	\$0.00

Prev. Title No./ST [REDACTED] / CA

Prev. Owner

Thys Motor Company  
1200 East Thirteenth Street  
Belle Plaine IA 52208

**1ST Security Interest**

If there are NO Security Interests "X" here:

No:

Date:

Held By:

Address:

**Cancellation of 1ST Security Interest**

Date _____	No. _____	Date _____
Holder _____	CO Treas. _____	
By _____	By _____	

**2ND Security Interest**

Date: \_\_\_\_\_ No: \_\_\_\_\_

Held By:

Address:

**Cancellation of 2ND Security Interest**

Date _____	No. _____	Date _____
Holder _____	CO Treas. _____	
By _____	By _____	

**3RD Security Interest**

Date: \_\_\_\_\_ No: \_\_\_\_\_

Held By:

Address:

**Cancellation of 3RD Security Interest**

Date _____	No. _____	Date _____
Holder _____	CO Treas. _____	
By _____	By _____	

Witness My Hand

Kelly Rae Geater

County Treasurer

By: Michele Sauer

Deputy

MSau



A013737280

THIS TITLE CONTAINS AN EAGLE WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

# MOTOR VEHICLE PURCHASE AGREEMENT

NO. \_\_\_\_\_

DATE 04-27-12

NAME: [REDACTED]  
 ADDRESS: [REDACTED]  
 CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

BELLA PLATINUM, IA 50108-0000  
 515-274-2337

BUYER: [REDACTED]  
 CO-BUYER: [REDACTED]  
 ADDRESS: [REDACTED]

CITY: Bella Platina STATE: IA ZIP: [REDACTED]

BUYER'S RES STATE/PROVINCE: IA COUNTY: Benton

BBS PHONE: [REDACTED]

SALESPERSON: [REDACTED]

TITLE NUMBER: [REDACTED]

STOCK NO.: [REDACTED] TO BE DELIVERED ON OR ABOUT: 04-27-12

YEAR: 2012 MAKE: FORD MODEL: FUSION SEL BODY TYPE: 4DR

VIN #: [REDACTED] COLOR: GRAY I.M.

PRICE OF VEHICLE	\$ 19995.00	TRADE-IN ALLOWANCE AND OTHER CREDITS: YEAR 2000
ACCESSORIES		TRADE-IN MAKE: HONDA MODEL: CRV L BODY TYPE: [REDACTED]
		PLATE NO: VIN # 1HNSP45H5C0YD [REDACTED]
		BALANCE OWED TO: [REDACTED]
		ADDRESS: [REDACTED]
		TRADE-IN GROSS ALLOWANCE \$ 2700.00
		LESS AMOUNT OWNED \$ 2700.00
		NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT \$ 0.00
		CASH DOWN PAYMENT OR CREDIT BALANCE \$ 0.00
		MANUFACTURER'S REBATE (IF ANY) \$ 0.00
		TOTAL DOWN PAYMENT or AMOUNT OWED \$ 0.00

## BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

- 1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. To the best of your knowledge, the vehicle was never on a salvage, rebuild or flood title in this or any other state.
- 2. That the air bags are intact and in working order.
- 3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
- 4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

## WARRANTY DISCLAIMER

You understand that this vehicle is sold "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHETHER EXPRESS OR IMPLIED, ARISING FROM THE SALE OF THIS VEHICLE. THE MANUFACTURER'S WARRANTY IS VOID FROM THE DATE OF THIS CONTRACT. IF YOU DO NOT WANT THE WARRANTY, YOU MAY REFUSE IT OR BUY AN UNWARRANTED VEHICLE.

This agreement does not include any warranty which may be provided by the manufacturer. It does not include the manufacturer's warranty for the vehicle. See the manufacturer's warranty for details of this contract. If we are substituted by this manufacturer to perform warranty work on your vehicle, we hope that you will be satisfied with the job. In case the manufacturer's warranty is between you and the manufacturer.

\$ 19995.00	CASH PRICE	\$ 19995.00
\$ N/A		
\$ 2700.00	LESS TRADE-IN ALLOWANCE	
\$ 0.00	LESS MANUFACTURER'S REBATE	
\$ 17295.00	AMOUNT SUBJECT TO FEE FOR REGISTRATION	
\$ 350.75	FEES & TAXES (EXCEPT TITLE FEES \$135.00)	\$ 1133.75
	STATE TAX	\$ 1133.75
	DOC FEE	\$ 1133.75
	DMV FEE	\$ 59.00
	LIEN FILING FEE (check if applicable see back)	\$ 0.00
	TOTAL CASH DELIVERED PRICE	\$ 21332.75
	LESS TOTAL DOWN PAYMENT & PLUS AMOUNT OWED	\$ 2700.00
	UNPAID CASH BALANCE DUE ON DELIVERY	\$ 18632.75

## OTHER INFORMATION OR TERMS OF SALE.

You understand that this agreement (including the terms on the back) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract.

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

Accepted By: [Signature]  
 Dealer's Authorized Representative

10-23-12  
Drexler04-22-12  
Drexler

## CUSTOMER INFORMATION

Belle Plaine, IA

(H) [REDACTED] [REDACTED]  
(W) 319 - x  
(C) -

## REPAIR ORDER NUMBER

[REDACTED]

1200 E. 13th Street \* Belle Plaine, IA 52208  
(319) 444-2163

VIN # 3FAHP0JG4 BR [REDACTED]

DATE 09/18/13

SERVICE ADV.	CUSTOMER CODE	DATE OF SALE	IN SERVICE DATE	YEAR	MAKE	MODEL	COLOR	MILES
GWEN CHENEY	.02678	06-27-12	06-27-12	2011	FORD	FUSION S	GRAY	39814

PARTS	JOB DESCRIPTION	LABOR
	A XX SUBLET P/S GEAR TO SCHALLAU MOTOR CO	

## OTHER

A	replace gea	1280.26
A	diag	35.00

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEN THE MANUFACTURER AND THE PURCHASER.

Vehicle Received X \_\_\_\_\_

Labor:	
Parts:	0.00
Tires:	
Fluids:	
Sublet Repairs:	1315.26
Tax:	92.07
Shop Supplies:	0.00
EPA/Disposal:	0.00
Freight/Gas:	0.00
<b>TOTAL DUE</b>	<b>1407.33</b>

FCC ID: 2ABD9

08/12/2013 03:10

3192288273

SCHALLAU MOTOR CO

PAGE 01/01

SCHALLAU MOTOR CO.  
102 4th Street  
VAN HORNE, IOWA 52346  
(319) 228-8123

CUSTOMER'S ORDER NO	PHONE	DATE			
[REDACTED]		8-21-13			
NAME [REDACTED] Bell Plaine					
CASH	C.O.D.	CHARGE	ON ACCT.	VOICE REMO.	HARD CUST.
D-AS - STEERING		35.00			
ISSUE - Needs					
CPAS (Steering Gear)					
2011 Fusion					
TAX <i>Resale</i>					
SOLD BY	RECEIVED BY	TOTAL 35.00			

C PRODUCT 603 All claims and returned goods MUST be accompanied by this

46697

Thanks

Jack Mann

100846  
Mann

PE14-030 000393LC

41692



SCHALLAU MOTOR CO.

102 - 4th St.  
**VAN HORNE, IOWA 52346**  
(319) 228-8123

**THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEN THE MANUFACTURER AND THE PURCHASER.**

SUBET REPAIRS

GAL GAS 8

OTS. 에노. 6

LBS. GREASE

AUTO TRANS. OIL

## **TOTAL GAS, OIL & GREASE**

CASH  CHARGE (open)  INTERNAL  
 CHARGE (secured)

**ESTIMATE**  
YOU HAVE THE RIGHT TO A WRITTEN OR ORAL ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICE WILL BE MORE THAN FIFTY DOLLARS. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A HIGHER AMOUNT BEFORE REPAIRS ARE FINISHED. INITIAL YOUR CHOICE:

DATE SIGNED 10/10/2018 X

Order item # RQ-00674 from IATA Services at 1-800-869-1966 or [iata.com](http://www.iata.com)

THANK YOU

PE14-030 000394LC

3  
GC  
HA

# KOLLMORGEN, SCHLUE & ZAHRADNIK, P.C.

PO Box 283  
BELLE PLAINE, IOWA 52208  
[WWW.KSZLAW.NET](http://WWW.KSZLAW.NET)

**MAIN OFFICE**  
920 12<sup>TH</sup> STREET  
PO Box 283  
BELLE PLAINE, IOWA 52208  
319-444-3285  
319-444-2644(FAX)

**TUESDAY'S ONLY - KEYSTONE**  
103 MAIN ST  
KEYSTONE, IOWA 52249  
319-442-3747

**JENNIFER L. ZAHRADNIK**  
[JENNIFER@KSZLAW.NET](mailto:JENNIFER@KSZLAW.NET)

**JAMES W. RIES**  
[JAMES@KSZLAW.NET](mailto:JAMES@KSZLAW.NET)

**LARRY D. SCHLUE**

**WALTER A. KOLLMORGEN**  
RETired

September 17, 2013

Ford Motor Company

\*13 SEP 20 MO 04

UNSUBMITTED  
SECTION

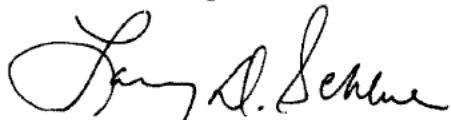
Re: 2011 Ford Fusion  
VIN 3FAHPOJG4BR [REDACTED]

Dear Madam/Sir:

My clients, [REDACTED], own a 2011 Ford Fusion which they purchased on August 26, 2012. While still under warranty, they noticed that the power steering would lock. They took it to the dealer where they purchased the car. They noticed it would unlock if you turned off the car and restarted it. They suggested the Mann's wait to see if it got worse. It did. Recently it locked and would not unlock. The car is just out of warranty. This problem is definitely a safety issue. If it locked on the freeway, it could easily lead to disastrous results. I've noticed that other Ford vehicles are experiencing steering problems leading to recalls. We are asking that Ford pay to fix this problem and tell us exactly what needs to be done.

The [REDACTED] are long time owners of Ford vehicles. We would be very disappointed if Ford did not address this problem. It is clearly a hazardous situation.

Sincerely,

  
Larry D. Schlue

LDS:lw

PE14-030 000395LC



VIN

**3FAHP0JG4BR**

Status

Active

**General**

VIN 3FAHP0JG4BR

## Vehicle Specification

Full Path

Warranty Start Date

Tech Hotline

No

**Vehicle Details**

Hours in Service

New/Used

Used

Estimated Mileage

Model Year

2011

Mileage 36,000

Make

Mileage Units

Model / Vehicle Line

Body Style

**Advanced Search Of Vehicle Ownership****Advanced Search**

Search On

Contact

Search By

**Detailed Info**

Tag #

Vehicle Status Code

Order Number

Vehicle Ownership  
Code

Acquisition Code

Acquisition Method  
Code

Leased

No

Vehicle Ownership

53

Selling Dealer Code

**Initial Sales Information**

Sales Type Code

Sale Date

Vehicle Status Code

Warranty Date

Vehicle Line Code

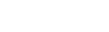
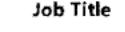
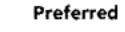
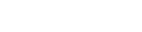
**Cases**

**Notes****Admin Info****Basic Audit Info**

---

<b>Created By</b>	 <a href="#">Deborah Powers</a>	<b>Modified By</b>	 <a href="#">Carrie Porhammer</a>
<b>Created On</b>	8/26/2013 12:10 PM	<b>Modified On</b>	9/9/2013 9:49 AM

<b>Status</b>	<b>Active</b>
---------------	---------------

Contact			
			
<b>General</b>			
<b>Profile</b>			
Full Name			
Salutation	M.&M	Type	
First Name		Job Title	
Middle Name			
Suffix			
Last Name		Preferred Language	English
Preferred Name			
Relationship Type	Individual	Script	
<b>Contact Information</b>			
Best Contact Method			
Best Daytime Phone	Mobile Phone	Fax	
Home Phone		E-mail Address 1	
Mobile Phone		E-mail Address 2	
Business Phone		E-mail Address 3	
<b>Additional Contact Information</b>			
<b>Address</b>			
Address Type		City	BELLE PLAINE
Street 1		State/Province	IA
Street 2		ZIP/Postal Code	
Street 3		Country/Region	USA
County			
<b>Social Media Information</b>			
Contact	Social Media Type	Handle	Message Board Name
			
Created On			

**Cases** Cases: Cases**Marketing Scores**

Navigation to the webpage was canceled

What you can try:

- Refresh the page.

**Preferences**

E-mail	Allow	Bulk E-mail	Allow
Phone	Allow	Fax	Allow
Mail	Allow	Send Marketing Materials	No

**Employee Information****Ford or Dealer Personnel**

<b>Position</b>		<b>Tag #</b>
<b>CKS Customer #</b>	[REDACTED]	<b>WSLx ID</b>
<b>CDS ID</b>		<b>Salary Grade</b>
<b>ETag1</b>		<b>ETag2</b>
<b>LTag1</b>		<b>LTag2</b>
<b>STag1</b>		<b>STag2</b>

**Marketing Dealer****New Assigned Dealer****Used Assigned Dealer**

Ford	<b>Effective Date</b>
 Junge Center Point	9/23/2010
Lincoln	<b>Effective Date</b>
Mercury	<b>Effective Date</b>
	2/27/2004

Ford	<b>Effective Date</b>
Lincoln	<b>Effective Date</b>
Mercury	<b>Effective Date</b>

## Notes

### Admin Info

<b>Owner</b>	 <a href="#">fordprd load</a>
<b>Created By</b>	 <a href="#">fordprd load</a>
<b>Created On</b>	6/27/2012 7:39 PM
<b>Modified By</b>	 <a href="#">ford prdload1</a>
<b>Modified On</b>	9/12/2013 1:09 AM

Status

**Active**



Wednesday, September 25, 2013

Refresh

Service cannot find data for given request

Full Recall

[Print Page Click Here](#)[Report a Problem](#)

OASIS  
RESULT: 3FAHP0JG4BR [REDACTED] USA: EN-US

**• VEHICLE INFORMATION**

VEHICLE DESCRIPTION: 2011 FUSION	BODY STYLE: SEL FWD	ENGINE: 3.0L 4V OHC V6 Duratec 230HP
TRANSMISSION: 6 Speed Auto Trans 6F Mid-Range	AXLE CODE: 32	ENGINE CALIBRATION: ADE1F60A
PAINT COLOR: Sterling Gray Metallic	PAINT CODE: UJ	RADIO: With Dual Media MP3/CD Radio
AXLE RATIO: 3.208 FINAL DRIVE RATIO	WHEEL SIZE: 7.5 X 17" Wheel Style M	FRONT TIRE: P225/50VR 17 Tires
SYNC VERSION: V3 Gen1	VHR ACTIVATED: N	GROSS VEHICLE WEIGHT: 4474 LB. GVW

**• WARNING MESSAGES**

VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

**• ACCURATE REPAIR NOTIFICATIONS**

NO ARN MESSAGES FOUND

**• GENERAL WARRANTY INFORMATION**[New Vehicle Base Warranty](#)

WARRANTY START DATE: 02-MARCH-2011 BUILD DATE: 15-FEBRUARY-2011 SALE MILEAGE

**• OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

**• EXTENDED COVERAGES**

NO ESP INFORMATION AVAILABLE

**• WARRANTY REPAIR HISTORY**

NO RECENT REPAIR HISTORY ON VEHICLE

[Click Here for Full Warranty History](#)

| Report a Vehicle Concern | On-line 1878 |

END OF OASIS REPORT FOR 3FAHP0JG4BR [REDACTED]

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**Disclaimer:** This data is derived from Ford Motor Co. Single Access to Vehicle system (SAVE). It is unverified, summary data generated from computer search. The data contained within this file is not supported by SAVE. This file is NOT a system of record or a master data file.

## SAVE VIN Lookup

Perform a VIN Lookup. TIP: Providing 'NA' option for NA VIN will fetch results faster

### VIN Lookup Filter

\*Lookup Type: MRG - MERGE

\*VIN: 3FAHP0JG4BR [REDACTED]

Print Cust.: Auto-Close Print Cust.

Previous VINS: Select a VIN:

### Show Print Customizations:

\* indicates required field

Vehicle Information		Vehicle Action	
<input checked="" type="checkbox"/> Engine	<input checked="" type="checkbox"/> Emission	<input checked="" type="checkbox"/> Vehicle Order	<input checked="" type="checkbox"/> Vehicle Shipping
<input checked="" type="checkbox"/> Power Steering	<input checked="" type="checkbox"/> Transmission	<input checked="" type="checkbox"/> Vehicle Stocking	<input checked="" type="checkbox"/> Vehicle Sell
<input checked="" type="checkbox"/> Axle	<input checked="" type="checkbox"/> Tire	<input checked="" type="checkbox"/> Vehicle Service	<input checked="" type="checkbox"/> Fleet
<input checked="" type="checkbox"/> Wheelbase	<input checked="" type="checkbox"/> Paint		
<input checked="" type="checkbox"/> Air Bag	<input checked="" type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> GCQIS Attrib. Codes	
<input checked="" type="checkbox"/> Radio	<input checked="" type="checkbox"/> Gross Vehicle Weight Rating		
<input checked="" type="checkbox"/> Miscellaneous			
<input checked="" type="checkbox"/> Manufacturing Attrib. Codes		<input checked="" type="checkbox"/> Sales Attrib. Codes	
<input checked="" type="checkbox"/> WERS Description			

## Lookup Results - :NA

MSIE-B.0

VIN Information:		DB Source:	
VIN In	3FAHP0JG4BR [REDACTED]	Manufacturing DB Source	NA
VIN Out	3FAHP0JG4BR [REDACTED]	Sales DB Source	NA
General Information:		Status:	
Manufacturing Model Year	2011	Assembly Plant Description	HERMOSILLO PLANT BUILD
Sales Model Year	2011	WERS Assembly Plant Family Code	AAG
Vehicle Model Year	2011	WERS Assembly Plant Feature Code	A3
Vehicle Name	FORD FUSION 4-DR SEDAN FWD SEL	Last Update Date	Not Available
Product Type Code	C - Car	Last Update Program	Not Available
Brand Code	F	NAVIS Status	800
Vehicle Line Description	FUSION/MILAN/MKZ (ZEPHYR)	OVID Status	
WERS Vehicle Line Family Code	VL	GEVIS Status	
WERS Vehicle Line Feature Code	DE	Export Status Code	
Version Series Description	HIGH VERSION - CAR	Lookup Status:	
WERS Version/Series Family Code	VS	Invalid Search Option	N/A
WERS Version/Series Feature Code	QB	Manufacturing Plant Not Found	N/A
Body/Cab Description	4 DOOR SEDAN-4 LITE	Unsupported Model Year	N/A
WERS Body/Cab Family Code	BS	VIN Not Found	N/A

WERS Body/Cab Feature Code	FA	VIN Lookup Performed	TRUE
----------------------------	----	----------------------	------

Ford Proprietary, Private  
Retention: None  
Copyright ©2013 Ford Motor Company.  
[Application Information](#)

## Case Print Report

Case Number [REDACTED]

Case Opened Date 8/26/2013 12:18 PM

Case Closed Date 8/26/2013

Case Status Resolved

Case Last Modified 8/26/2013 12:21 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CLP / Lincoln  
Loyalty Criteria >Has not been to Dealer

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

BELLE PLAINE

IA

Email [REDACTED]

Dealer Junge Center Point

VIN 3FAHP0JG4BR [REDACTED]

Year 2011 Make FORD

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

### Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Sticks/Binds

# **Case Print Report**

Case Number [REDACTED]

## **Case Print Report**

Case Number [REDACTED]

**Agent Name**

**Note Last Modified**

# **Case Print Report**

Case Number: [REDACTED]

## Case Print Report

Case Number [REDACTED]

Deborah Powers 8/26/2013 12:20 PM  
2011 FORD FUSION SEL  
3FAHP0JG4BR [REDACTED]  
36,000

-WHEN TRYED TO BACKOUT OF GARAGE  
-DISPLAY SAID POWER STEERING LOCKED  
-3RD TIME HAPPENED  
1ST OCCURANCE IN MAR 2013  
-TURN OFF AND THEN BACK ON WOULD CLEAR  
-TOO TO DEALERSHIP  
-DIAGNOSED NEEDED PART SOMETHING ABOUT ELECTRIC STEERING GEAR  
-\$1000 TO \$2000  
-SAID DEALERSHIP TOLD HIM TO CALL US

CUST WANTS DOCUMENTED  
-LONGTIME FORD BUYERS  
-THEY HAVE OTHER OPTIONS

CUST FEELS FORD SHOULD COVER COST

What is CUST SEEKING?  
\*LTV 66

\*\*\*DEALER INFO\*\*\*  
HAD VEHICLE DIAGNOSED AT Schallau Motor Company  
102 4th Street  
Van Horne, IA 52346  
(319) 228-8123

WANT TO HAVE FIXED AT  
Junge Ford  
1001 Ford Lane  
Center Point, IA 52213  
(319) 849-2022

VEH IS CURRENTLY AT THE CHRYSLER DEALERSHIP BECAUSE THAT'S WHERE THEY  
RENTED A VEHICLE TO DRIVE  
\*\*\*CRC ADV \*\*\*

We recommend that your vehicle be inspected by a Ford/Lincoln dealership to determine the cause of any symptoms your vehicle may be experiencing. Your local Ford/Lincoln dealership has factory-trained technicians, the most current engineering service information, and the specialized equipment required to resolve your vehicle concerns. If there is no coverage under applicable warranties, recalls, or ESPs, repairs and services would be your responsibility. Your next step is to make an appointment with your servicing dealership to have your vehicle diagnosed.

VEHICLE MUST BE DIAGNOSED BY DEALERSHIP WHERE YOU PLAN TO HAVE IT FIXED  
BEFORE WE CAN PROCESS YOUR REQUEST FOR FINANCIAL ASSISTANCE.

# **Case Print Report**

Case Number [REDACTED]

# **Case Print Report**

Case Number [REDACTED]

# **Case Print Report**

Case Number [REDACTED]

## Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Deborah Powers	8/26/2013 12:21 PM	fmc_closecase	Close Case
Deborah Powers	8/26/2013 12:21 PM	incidentresolution	Case Resolution

# **Case Print Report**

Case Number [REDACTED]

## Case Print Report

Case Number [REDACTED]

Case Opened Date 9/3/2013 4:25 PM

Case Closed Date 9/9/2013

Case Status Resolved

Case Last Modified 9/9/2013 9:50 AM

Responsible Team Tier 2 CCT

Case Classification Dealer - Vehicle Concern > CSM Assistance Request >  
Warranty Claim Assistance

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

BELLE PLAINE IA [REDACTED]

Email [REDACTED]

Dealer Schallau Motor Company

VIN 3FAHP0JG4BR [REDACTED]

Year 2011 Make FORD

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

### Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Excessive Effort

## **Case Print Report**

Case Number CAS-[REDACTED]

**Rudolph, La Shawn (.)**

---

**From:** Louise <Louise@kszlaw.net>  
**Sent:** Thursday, October 03, 2013 2:22 PM  
**To:** Rudolph, La Shawn (.)  
**Subject:** [REDACTED]

LaShawn:

Just talked with our clients. [REDACTED] and they [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]

Thank you for your help in this matter.

Louise V. Weeda  
Secretary for Larry D. Schlue

## Case Print Report

Case Number [REDACTED]

### Agent Name

### Note Last Modified

CRM Admin Team

9/3/2013 4:51 PM

"By Stephan Schallau" - We advised cust. that it was out of warrantee. They call in to ford and they told them to bring back to us and we would warrantee it!

Carrie Porhammer

9/9/2013 9:36 AM

LTV 33 Sub owner- bought from Dodge Dlr.- WSD 03/02/11- No ESP- No Recalls- Gas

SM Stephan advised that cust is a Dodge Dlr cust, bought veh from the Dodge Dlr and does not use any Ford Dlr regularly. ACOM advised that FMC would not honor the request for warranty assistance or fin asst. NFAR- Close case.

# **Case Print Report**

Case Number [REDACTED]

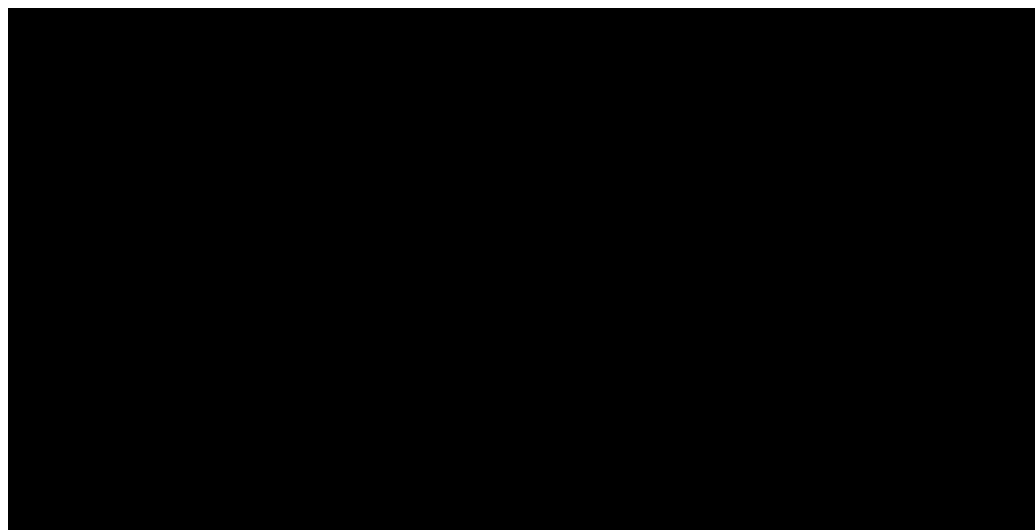
## Case Print Report

Case Number CAS-3105785-R2Z7V4

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Carrie Porhammer	9/9/2013 9:50 AM	fmc_closecase	Close Case
Carrie Porhammer	9/9/2013 9:50 AM	incidentresolution	Case Resolution

# **Case Print Report**

Case Number [REDACTED]



O

# BROMAGEN & RATHET

*William.Bromagen@bromagenlaw.com*  
*www.bromagenlaw.com*

## Attorneys

*William Bromagen*  
*Brooks Rathet\**  
*Nicholas Mooney*  
*Jeremy Kespohl*  
*Westley F. Lockwood*  
*Brendan P. Smith*  
*Andrew Vogt*  
*Daniel Klee*  
*Helena Farber*  
*Nicholas DeRenzo*  
*Ambre Goff*  
*Mari Ribeiro*

## Paralegals

*Darlene M. Blackmon*  
*Gina Logan*

*Reply to:*  
*Post Office Box 70036*  
*Fort Lauderdale, FL 33307*

*\*Admitted in Florida and Georgia*  
*\*Florida Supreme Court Certified Mediator*

March 5, 2013

Sharon Priebe  
Ford Motor Company  
One American Road  
Suite 403-A1  
Dearborn, MI 48126

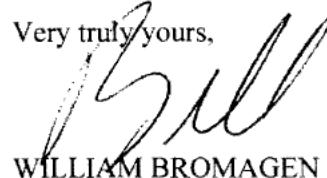
**Re: [REDACTED] v. Ford Motor Company**  
**Case Number: 13-75-CA**

Dear Sharon:

This will acknowledge receipt, with thanks, of the above-captioned lawsuit. Please be advised that we have already protected Ford's interests by filing an Answer and Affirmative Defenses. We will, as always, keep you closely advised of significant developments.

We very much appreciate your business and the opportunity to be of service.

Very truly yours,



WILLIAM BROMAGEN

WLB/mh

IN THE CIRCUIT COURT IN AND FOR  
COLUMBIA COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED] and [REDACTED]

Plaintiffs,

v.

PLEASE SERVE:  
Ford Motor Company  
c/o C T Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

FORD MOTOR COMPANY.

Defendant.

DATE: 2-25-13 TIME: 2:00 P.M.

SUMMONS

ERIC DEAL S.P.S. #336

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant FORD MOTOR COMPANY.

Each defendant is required to serve written defenses to the complaint or petition on Brent Wikgren, plaintiff's attorney, whose address is 10 N Dearborn Street, 3<sup>rd</sup> Floor, Chicago, IL 60602, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on 2/13/13

P. Dewitt Cason

As Clerk of the Court

By Jacquette Bradley  
As Deputy Clerk

BRENT WIKGREN  
KROHN & MOSS, LTD.  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
FBN: 0042911



If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons with a disability who need any accommodation to participate should call the ADA Coordinator, Jacquette Bradley, P.O. Box 1569, Lake City, FL 32056, 386-719-7428, within two (2) working days of your receipt of this notice; if you are hearing impaired call (800) 955-8771; if you are voice impaired call (800) 955-8770.

## FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075. (See instructions for completion.)

## I. CASE STYLE

COLUMBIA COUNTY CLERK OF THE CIRCUIT COURT

(Name of Court) \_\_\_\_\_

Plaintiff [REDACTED] and

[REDACTED]  
[REDACTED]Case #: 13-75CAJudge: Paul S. Bryan

vs.

Defendant FORD MOTOR COMPANY

II. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability—commercial
  - Premises liability—residential
- Products liability
- Real property/Mortgage foreclosure
  - Commercial foreclosure \$0 - \$50,000
  - Commercial foreclosure \$50,001 - \$249,999
  - Commercial foreclosure \$250,000 or more
- Homestead residential foreclosure \$0 - \$50,000
- Homestead residential foreclosure \$50,001 - \$249,999
- Homestead residential foreclosure \$250,000 or more
- Nonhomestead residential foreclosure \$0 - \$50,000
- Nonhomestead residential foreclosure \$50,001 - \$249,999
- Nonhomestead residential foreclosure \$250,000 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
  - Malpractice—business
  - Malpractice—medical
  - Malpractice—other professional
- Other
  - Antitrust/Trade regulation
  - Business transactions
  - Constitutional challenge—statute or ordinance

- Constitutional challenge—proposed amendment  
 Corporate trusts  
 Discrimination—employment or other  
 Insurance claims  
 Intellectual property  
 Libel/Slander  
 Shareholder derivative action  
 Securities litigation  
 Trade secrets  
 Trust litigation

**III. REMEDIES SOUGHT (check all that apply):**

- monetary;  
 nonmonetary declaratory or injunctive relief;  
 punitive

**IV. NUMBER OF CAUSES OF ACTION:<sup>[1]</sup>**

(specify) BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- yes  
 no

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no  
 yes If "yes," list all related cases by name, case number, and court
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- yes  
 no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature

Attorney or party

Fla. Bar # 0042911

(Bar # if attorney)

BRENT WIKGREN  
(type or print name)

JANUARY 29, 2013

Date

IN THE CIRCUIT COURT IN AND FOR  
COLUMBIA COUNTY, FLORIDA

CASE NO. 13-75CA

[REDACTED] and  
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

---

**COMPLAINT AND WRITTEN DISCOVERY REQUESTS**

NOW COME Plaintiffs, [REDACTED], by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

**PARTIES**

1. Plaintiffs, [REDACTED] ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Florida.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Florida, County of Columbia, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Rountree-Moore Ford ("Seller"). Manufacturer does business in all counties of the State of Florida including Columbia County, and maintains offices in the County of Columbia, State of Florida.

## JURISDICTION

3. This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

## BACKGROUND

4. On or about August 30, 2011, Plaintiffs purchased from Seller a 2011 Ford Fusion ("Fusion"), manufactured and distributed by Manufacturer, Vehicle Identification No. 3FAHP0HA3BR[REDACTED], for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the Fusion, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled at least \$29,610.56

6. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Fusion cannot be utilized for personal, family and/or household use as intended by Plaintiffs at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiffs and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiffs based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

- a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.
- b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.
- c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.
- d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.
- e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.
- f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.
- g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.
- h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.
- i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the Fusion, Manufacturer issued and supplied to Plaintiffs its written warranty, which included three (3) years or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet. (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiffs as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiffs.

11. On or about August 30, 2011, Plaintiffs took possession of the Fusion and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Fusion.

12. Plaintiffs delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiffs aver that the Fusion has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiffs brought the Fusion to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

- a. Defective suspension and/or steering as evidenced by the loss of power steering, vehicle hard to steer, clicking noise emanating from vehicle when going over bumps, and vehicle makes noises when turning;
- b. Defective electrical system as evidenced by the illumination of the power steering light;
- c. Defective brakes as evidenced by the noise emanating from the brakes when the brakes are engaged;
- d. Defective transmission as evidenced by vehicle not shifting properly;
- e. Defective engine and/or transmission as evidenced by the vehicle hesitating upon cold start; and
- f. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendant's authorized dealer network and in Defendant's internal repair records for the subject vehicle.

15. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Fusion.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiffs' Fusion as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the Fusion within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the Fusion as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiffs justifiably lost confidence in the Fusion's safety and/or reliability, and said defects have substantially impaired the value of the Fusion to Plaintiffs.

20. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Fusion.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Fusion for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiffs' vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

25. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiffs are purchasers of a consumer product who received the Fusion during the duration of a written warranty period applicable to the Fusion and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

27. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

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

29. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Fusion was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

30. Plaintiff's purchase of the Fusion was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Fusion to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Fusion in the event that the Fusion failed to meet the specifications set forth in Manufacturer's warranty.

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Fusion to Plaintiff.

32. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

33. Plaintiff have met all of their obligations and preconditions as provided in the written warranties.

34. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff have suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiff are entitled to bring suit for such damages and other legal and equitable relief.

35. Plaintiff aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Diminution in value of the vehicle, and incurred and/or needed costs of repair;
- b. All incidental and consequential damages incurred;
- c. Reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

***PLAINTIFFS DEMAND A TRIAL BY JURY***

Respectfully Submitted,  
Krohn & Moss, Ltd

By:

Brent Wikgren  
Krohn & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiffs  
FBN: 0042911

**EXHIBIT A**

2508 W Us Highway 98

Lake City, FL 32055

(386)755-0630

Aug 30 2011

## RETAIL BUYER'S ORDER

CUSTOMER [REDACTED]		DOB [REDACTED]	Lease CUSTOMER [REDACTED]	DOB [REDACTED]
ADDRESS [REDACTED]		ADDRESS [REDACTED]		
LAKE CITY, FL [REDACTED]		ZIP [REDACTED]	CITY [REDACTED]	STATE ZIP [REDACTED]
		E-MAIL [REDACTED]	E-MAIL [REDACTED]	
HOME [REDACTED]	WORK PHONE [REDACTED]	COUNTY COLUMBIA	HOME PHONE [REDACTED]	WORK PHONE [REDACTED]
STOCK NO. 25201	YEAR 2011	USED XXX	DEMO EXECUTIVE	MILEAGE 3,377
VIN 3FAHP0HABER [REDACTED]		MAKE FORD	MODEL FUSION	COLOR RED CANDY [REDACTED]
SALESPERSON DARRIN M. WILSON [REDACTED]				
<b>NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE</b> This new, demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "Warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.				
Customer: [REDACTED] Customer: [REDACTED]				
<b>USED VEHICLE DISCLOSURE</b> This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damage prior to the Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer's warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.				
The Vehicle was previously a [REDACTED] (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)				
Customer: [REDACTED] Customer: [REDACTED]				
<b>THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.</b>				
Customer: [REDACTED] Customer: [REDACTED]				
<b>GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.</b>				
<input type="checkbox"/> Private Trade <input type="checkbox"/> Lease Walk Away				
Year 2010	Make FORD	Model ESCAPE	Color GOLD	N/A
VIN 1FMCU0C71AH [REDACTED]	Mileage 29,171	N/A	N/A	
1 <sup>st</sup> Lien to: FMCC	Amount \$8,837.86	Good Thru	Sales Tax on Other Benefits	N/A
2 <sup>nd</sup> Lien to:	Amount	Good Thru	GRAND TOTAL	89.46
Authorized by:			Rental	29,860.56
				3,500.00

<p>Connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth in the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.</p> <p>The Vehicle was previously a _____ (enter short-term rental, tax/ent. polico vehicle, manufacturer buy-back, rebuilt, gilder kit, replica or flood vehicle)</p> <p><b>Customer: _____ Customer: _____</b> THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.</p> <p><b>Customer: _____ Customer: _____</b></p> <p>GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.</p> <p><input type="checkbox"/> Private Trade    <input type="checkbox"/> Lease Walk Away</p> <p>Year 2010 Make FORD Model ESCAPE Color GOLD</p> <p>VIN 1FMCUQC71AK Miles 29,171</p> <p>1<sup>st</sup> Lien to: FMCC Amount \$18,857.86 Good Thru</p> <p>2<sup>nd</sup> Lien to: Amount Good Thru</p> <p>Authorized by: _____</p> <p><input type="checkbox"/> Private Trade    <input type="checkbox"/> Lease Walk Away</p> <p>Year Make Model Color</p> <p>VIN Miles 0</p> <p>1<sup>st</sup> Lien to: NONE Amount N/A Good Thru</p> <p>2<sup>nd</sup> Lien to: Amount Good Thru</p> <p>Authorized by: _____</p> <p>Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown liens and/or the undebated amount of the disclosed item(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligations of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.</p> <p><b>Customer: _____ Customer: _____</b></p> <p><b>ARBITRATION AND LIMITATION ACKNOWLEDGMENTS</b></p> <p>The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages, including, but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. The Deposit will serve to hold the Vehicle from sale to another for 24 hours from this date.</p> <p><b>Customer: _____ Customer: _____</b></p> <p><small>DO NOT SIGN ORDER UNTIL YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITH THIS WRITTEN ORDER. THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER, CUSTOMER REPRESENTATIVE AND WARRANTY THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER AND THE WARRANTY STATEMENT.</small></p>				<table border="1"> <tr> <td>Lead Acid Battery Fee</td> <td>1.50</td> </tr> <tr> <td>Florida New Tire Fee (\$1.00 per tire)</td> <td>5.00</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td>Subtotal</td> <td>8,946.49</td> </tr> <tr> <td>Sales Tax ____%</td> <td>536.79</td> </tr> <tr> <td>County Tax</td> <td>30.00</td> </tr> <tr> <td>Lemon Law - Warranty Enforcement Act (New cars only)</td> <td>2.00</td> </tr> <tr> <td>Florida Title, Registration and License Fees (New ____ Trans ____) <input type="checkbox"/> If box is checked this is an estimate</td> <td>100.00</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td>Trade Pay-off / Balance on Prior Lease</td> <td>18,857.86</td> </tr> <tr> <td>Subtotal</td> <td>28,493.10</td> </tr> <tr> <td>Motor Vehicle Service Contract</td> <td>1,278.00</td> </tr> <tr> <td>Vehicle Maintenance Agreement</td> <td>N/A</td> </tr> <tr> <td></td> <td>N/A</td> </tr> <tr> <td>Sales Tax on Other Benefits</td> <td>89.46</td> </tr> <tr> <td><b>GRAND TOTAL</b></td> <td><b>29,860.56</b></td> </tr> <tr> <td>Rebate</td> <td>3,500.00</td> </tr> <tr> <td>Cash (Receipt # _____)</td> <td>750.00</td> </tr> <tr> <td>Total Cash Down</td> <td>4,250.00</td> </tr> <tr> <td><b>BALANCE DUE ON DELIVERY</b></td> <td><b>25,610.56</b></td> </tr> </table> <p><b>FINANCING NEGOTIATION / APPROVAL</b></p> <p>Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as "Financing Approvals"). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals, delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if such condition subsequent is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision, but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.</p> <p><b>Customer: _____ Customer: _____</b></p>			Lead Acid Battery Fee	1.50	Florida New Tire Fee (\$1.00 per tire)	5.00		N/A	Subtotal	8,946.49	Sales Tax ____%	536.79	County Tax	30.00	Lemon Law - Warranty Enforcement Act (New cars only)	2.00	Florida Title, Registration and License Fees (New ____ Trans ____) <input type="checkbox"/> If box is checked this is an estimate	100.00		N/A	Trade Pay-off / Balance on Prior Lease	18,857.86	Subtotal	28,493.10	Motor Vehicle Service Contract	1,278.00	Vehicle Maintenance Agreement	N/A		N/A	Sales Tax on Other Benefits	89.46	<b>GRAND TOTAL</b>	<b>29,860.56</b>	Rebate	3,500.00	Cash (Receipt # _____)	750.00	Total Cash Down	4,250.00	<b>BALANCE DUE ON DELIVERY</b>	<b>25,610.56</b>
Lead Acid Battery Fee	1.50																																													
Florida New Tire Fee (\$1.00 per tire)	5.00																																													
	N/A																																													
Subtotal	8,946.49																																													
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**EXHIBIT B**

**2011 model year - Warranty Guide**

Ford Trucks and Lincks  
(except F-650/750 and F-  
2011 model year)

# Warranty Guide





Your satisfaction is our #1 goal. If you have questions or concerns about your vehicle, we suggest you follow these steps:

- 1 Contact your Sales Representative or Service Advisor at your selling/servicing dealership
- 2 If your inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center

In the United States:

Ford Motor Company  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48121  
1-800-392-3673 (FORD)  
(TDD for the hearing impaired:  
1-800-232-5952)  
[www.customersaskford.com](http://www.customersaskford.com)

In Canada:

Customer Relationship Centre  
Ford Motor Company  
of Canada, Limited  
P.O. Box 2000  
Oakville, Ontario L6J 5E4  
1-800-565-3673 (FORD)  
[www.ford.ca](http://www.ford.ca)

In the Asia Pacific Region, Caribbean,  
Central America, Israel and Sub-Saharan Africa:

Ford Motor Company  
Ford Export Operations  
Attention: Customer Relations  
1555 Fairlane Drive  
Fairlane Business Park #3  
Allen Park, MI 48101  
Telephone: (313) 594-4857  
Fax: (313) 390-0804  
E-mail: [expcaec@ford.com](mailto:expcaec@ford.com)

In Puerto Rico and Virgin Islands:

Ford International Business  
Development, Inc.  
Customer Relationship Center  
P.O. Box 11957  
Caparra Heights Station  
San Juan, PR 00922-1957  
Telephone: 1-800-841-3673 (FORD)  
Fax: (313) 390-0804  
[www.ford.com.pr](http://www.ford.com.pr)

In Middle East:

Ford Middle East  
Customer Relationship Center  
P.O. Box 21470  
Dubai, United Arab Emirates  
Telephone: 971-4-3326084  
Fax: 971-4-3327299  
[www.me.ford.com](http://www.me.ford.com)

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## **1. Introduction**

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2011-model E-350 Livery Van equipped with the Livery Service Package or a 2011-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2011-model car or light truck. If you bought a previously owned 2011-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).

## **2. Important information you should know**

### **IF YOU NEED CUSTOMER ASSISTANCE**

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

### **KNOW WHEN YOUR WARRANTY BEGINS**

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

### **CHECK YOUR VEHICLE**

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

### **MAINTAIN YOUR VEHICLE PROPERLY**

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect, or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

specified in the Scheduled Maintenance Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

#### **WHO PAYS FOR WARRANTY REPAIRS?**

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

#### **DO WARRANTIES APPLY IN OTHER COUNTRIES?**

The New Vehicle Limited Warranty and the Emissions Warranties described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to [www.Ford.com](http://www.Ford.com) for additional customer assistance reference information.

### **3. The New Vehicle Limited Warranty for your 2011-model vehicle**

#### **LIMITATIONS AND DISCLAIMERS**

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-30.**

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law," you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law." If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

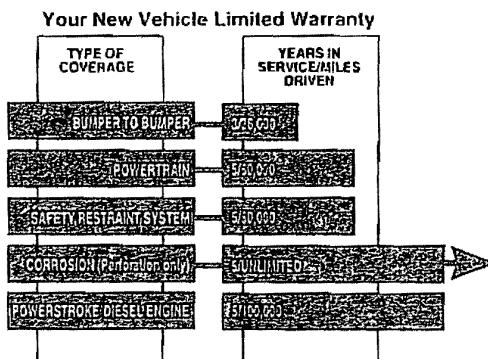
For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ⇒ **What is Covered?** (pages 8-12)
- ⇒ **What is Not Covered?** (pages 12-15)

### WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below.)

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
0-12,000	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. The replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor,

high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

**NOTE:** Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

#### **Expedition Limousine Limited Warranty**

If you have purchased or leased a 2011-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2011-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 35 for additional details about the 17L Limousine Builder Package.

#### **WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?**

##### **Damage Caused By:**

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

### **Damage Caused by Alteration or Modification**

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

### **Damage Caused by Use and/or the Environment**

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements

### **Maintenance/Wear**

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Where a vehicle has no factory-related defect, and is therefore not entitled to a warranty related repair, replacement or adjustment, it is Ford policy nonetheless to provide certain maintenance items, when necessary, free of charge during a limited period:

- wiper blade replacements will be provided during the first 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) will be provided during the first 12 months or 12,000 miles in service, whichever occurs first
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first

### **SYNC Hands-Free Communications and Entertainment System**

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification

- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

#### **Tire Wear or Damage**

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

#### **Other Items or Conditions Not Covered**

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 35).
- any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 35)
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 34)

#### **4. In addition ...**

##### **ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)**

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal gas, 5 gal diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

**For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.**

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

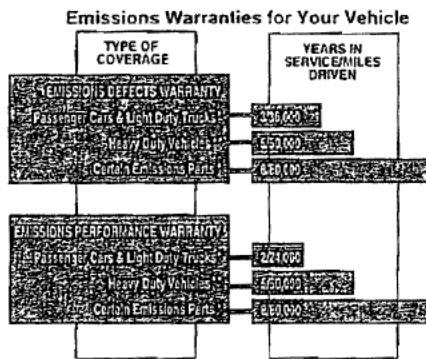
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

## 5. Federal requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)

Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- ⇒ **Emissions Defect Warranty** (page 18)
- ⇒ **Emissions Performance Warranty** (page 19)
- ⇒ **What is Covered?** (pages 20-21)
- ⇒ **What is Not Covered?** (page 21)

## **EMISSIONS DEFECT WARRANTY COVERAGE**

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA)
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that would prevent the vehicle or engine from conforming with applicable EPA regulations
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic engine control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
  - 3 years or 36,000 miles (whichever occurs first) for all other covered parts
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts

See **WHAT IS COVERED** for list of covered parts

### **EMISSIONS PERFORMANCE WARRANTY COVERAGE**

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emission control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
  - 2 years or 24,000 miles (whichever occurs first) for all other covered parts
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED** for list of covered parts

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger (diesel only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MPI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only

#### **Important Information About List of Parts**

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

#### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**Manager, Certification and Compliance Division,  
(6405J)  
Warranty Claims  
Environmental Protection Agency  
Ariel Rios building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460**

## 6. California requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSION DEFECTS WARRANTY FOR VEHICLES WITH GVWR OF 11,000 LBS. & UNDER	
Short-Term Warranty	5 years or 50,000 miles, whichever comes first
Long-Term Warranty	7 years or 70,000 miles, whichever comes first
EMISSION DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 11,000 LBS.	
	5 years or 50,000 miles, whichever comes first
EMISSIONS PERFORMANCE WARRANTY (Vehicles 11,001 lbs. & up)	5 years or 50,000 miles, whichever comes first
PARTIAL-ZERO EMISSION VEHICLES (FZEV) DEFECTS AND PERFORMANCE WARRANTY	5 years or 150,000 miles, whichever comes first

\* Gross Vehicle Weight Rating

\*\* These specific parts were selected on the basis of their estimated replacement cost at the time the California

Air Resources Board certified your vehicle for sale in California (up to 11,000 GVWR).

\*\*\* Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

\*\*\*\* Refer to your Vehicle Emission Control Information Label

for emissions certification information.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations,\* and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label

- \* Other states adopting California emissions and warranty regulation:
  - Passenger Car & Light-duty Trucks (up to 8,500 pounds GVWR) - California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emission standards, but not the California Emissions Warranty; the Federal Emissions Control Warranty applies to all non-PZEV vehicles in New York)
  - Medium-Duty Vehicles (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Maine, Maryland, Massachusetts, New Mexico, Oregon, Rhode Island, and Vermont; and Washington only for Econoline vans up to 10,000 lbs. GVWR that are MDPV certified as indicated on the VECI label
  - Light Heavy-Duty Diesel Engine Vehicles (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania

#### **Vehicles Eligible for California PZEV Emission Warranty Coverage**

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

- ⇒ **Defects Warranties** (pages 23-29)
- ⇒ **Performance Warranty** (pages 23-25)
- ⇒ **What Is Covered?** (pages 26-28)
- ⇒ **What Is Not Covered?** (page 28)

#### **EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES**

##### **Your Warranty Rights and Obligations**

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2011-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards

Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

#### **Manufacturer's Warranty Coverage**

##### For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system **DEFECTS WARRANTY**.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system **DEFECTS WARRANTY**.

**For Vehicles Eligible for California PZEV Emission Warranty Coverage**

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system **DEFECTS WARRANTY**.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.

**Owner's Warranty Responsibilities**

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

**State of California Air Resources Board  
Mobile Source Operations Division  
P.O. Box 8001  
El Monte, California 91731-2990**

## WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger (diesel only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MPI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

\* Includes hardware and emissions related software changes only

**COVERAGE FOR 2011 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)\***

**UNDER LONG TERM DEFECTS WARRANTY**

(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Fiesta. Mustang. Taurus. Edge. Flex. F-Superduty. Motorhome

Part Name	Engine Size							
	1.6L	3.5L	3.7L	5.0L	5.4L	6.2L	6.7L	5.8L
ABS Module						X(1)		X(1)
Catalytic Converter	X	X	X	X	X	X	X	X
Diesel Particulate Filter								X
Diesel Exhaust Fluid Tank Assembly								X
Cam Timing Assembly	X	X(4)	X(5)	X	X	X		
Variable Camshaft Timing Kit		X	X					
Variable Camshaft Timing Housing (Right Hand)		X	X					
Variable Camshaft Timing Housing (Left Hand)		X	X					
Variable Camshaft Timing Assembly				X(G)				
Turbocharger								X
Transmission Solenoid Assembly		X	X					
Fuel Tank	X	X	X	X	X	X		X
Fuel Tank Shield			X(G)					
Fuel Supply Manifold Assembly	X	X(7)						X
Fuel Delivery Module	X	X(1)	X(B)		X	X		X
Fuel Pump Assembly			X(9)					
Intake Manifold		X(7)	X(10)		X	X	X	X
Exhaust Manifold (Right-Hand)	X	X(6)	X	X				X
Exhaust Manifold (Left-Hand)		X(7)		X	X	X		X
Exhaust Manifold Gasket		X(8)	X(8)		X			
EGR Cooler								X
EGR Tube to Manifold Connector					X			
Emission Vacuum Connector		X(7)						
Fuel Injector		X(11)						X
High Pressure Fuel Pump								X
Throttle Body Spacer					X			
Fuel Vapor Storage Canister			X(10)	X	X	X		X
Fuel Injector Fuel Supply Manifold		X(7)			X			
Instrument Cluster (2)						X	X	X
Powertrain Engine Control Unit (ECU)	X	X	X	X	X	X	X	X
Main Body Wiring Harness (3)						X	X	X
Dash Panel & Headlamp Junction Wiring Assembly(3)	X	X(7)	X(10)	X	X			

(1) for 4x4 Manual Shift on the Fly (MSOF) Transfer Case Vehicles only

(2) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only

(3) for MIL illumination only

(4) for Edge and Taurus only

(5) for Edge and Mustang only

(6) for Taurus only

(7) for Flex and Taurus only

(8) for Edge only

(9) for Taurus EcoBoost Engine only

(10) for Mustang only

(11) for EcoBoost Engine only

### **Important Information about List of Parts**

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

**NOTE:** If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

### **WHAT IS NOT COVERED?**

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

## **7. Additional information about your emissions warranty coverage, under Federal and California requirements**

### **HOW DO I GET WARRANTY SERVICE?**

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### **HOW DO I HANDLE EMERGENCY REPAIRS?**

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

### **WHAT REPLACEMENT PARTS SHOULD I USE?**

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

**The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.**

### **PROPER MAINTENANCE PRESERVES YOUR WARRANTY**

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

### **CUSTOMER ASSISTANCE**

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE** program, page 33.

## **8. Noise emissions warranty**

### **NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS**

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

#### **THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:**

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 305, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

## **9. Ford Extended Service Plan**

### **MORE PROTECTION FOR YOUR VEHICLE**

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper-to-Bumper Warranty expires

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at [Ford-ESP.com](http://Ford-ESP.com). There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

## **10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)**

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

**BBB AUTO LINE Application:** Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

**You can get more information by calling BBB AUTO LINE at  
1-800-955-5100, or writing to:**

**BBB AUTO LINE  
4200 Wilson Boulevard, Suite 800  
Arlington, Virginia 22203-1833**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

## **11. State warranty enforcement laws**

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

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

## **12. Important information about ambulance conversions**

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

**Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.**

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

### **13. Important information about Ford limousine conversions**

Ford Motor Company authorizes only Ford Qualified Vehicle Modifiers (QVM's) to perform Ford Expedition EL conversions. To obtain a list of QVM's, visit our website at [www.fleet.ford.com/limo](http://www.fleet.ford.com/limo) or call 1-800-34-FLEET. Expedition EL is suitable for limousine conversion only if equipped with the proper Ford Limousine Builder's Package. The wheelbase on the Expedition EL with the Limousine Builder's Package (17L) may NOT be extended beyond 140" (258.89 total wheelbase) or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 9,900 pounds.

If an Expedition EL Limousine is NOT equipped with the Limousine Builder's Package or it is equipped with the Limousine Builder's Package but its wheelbase is extended beyond its limitations or if its GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided, any Ford Extended Service Plan (ESP) contract is voided, applicable Emissions warranties may be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance).

Any other Ford or Mercury vehicle converted to a limousine will void the New Vehicle Limited Warranty.

March 2010  
Second Printing  
Warranty Guide



BW7J 19T201 BA



Ford  
Litho in USA

PE14-030 000478LC

**DISCOVERY REQUESTS**

IN THE CIRCUIT COURT IN AND FOR  
COLUMBIA COUNTY, FLORIDA

CASE NO. 13-75CA

[REDACTED] and [REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

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**INTERROGATORIES TO DEFENDANT**

NOW COME Plaintiffs, by and through KROHN & MOSS, LTD. and propounds the following Interrogatories to Defendant, FORD MOTOR COMPANY, ("Defendant") to be answered in writing and under oath.

**INSTRUCTIONS**

1. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reasons for such objection must be stated in lieu of an answer.
2. You are under a continuing duty to seasonably supplement your response with respect to any question when new or additional information becomes known. Additionally, you are under a continuing duty to seasonably amend a prior response if you learn that the prior response was incorrect when made, or that the prior response, though correct when made, is no longer correct or true.
3. Each request to describe or identify a document shall be deemed to include a request for information sufficient to enable Plaintiffs to obtain the document with a subpoena, including but not limited to the date of the document, a physical description of the document, a brief description of the content of the document, the identity of the custodian of the document, the location of the document, and any title given to the document. If an interrogatory calls for a description of a document, you may, if you prefer, instead of identifying it, attach to your answer a clear copy, front and reverse of the document.

4. In construing each Interrogatory the present tense includes the past and future tenses.

5. In construing each Interrogatory, the singular includes the plural, and vice versa so as to bring within the scope of these requests all information that might otherwise be construed to be outside its scope.

6. In construing each Interrogatory, the terms "any" and "all" mean "any and all," and the terms "each" and "every" mean "each and every."

7. In construing each Interrogatory, the terms "and" and "or" encompass both "and" and "or" unless otherwise specified.

8. If you answer any interrogatory by reference to business records, identify such records by Bates number, or by other readily discernible means of identification, and the name of the employee certifying the documents as business records for purposes of answering such interrogatory.

9. If you object to any interrogatory based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, including the parties involved, any dates involved, the relevant subject matter of the privileged material, any documents supporting the privileged information, including the dates, authors/recipients, title and subject matter, and present location of any documents included. In the case of attorney work product privilege, also identify the litigation in connection with which the work product was prepared.

#### DEFINITIONS

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations,

notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

## INTERROGATORIES

1. Identify the individual(s) providing the responses and signing the verification to these Interrogatories.
2. Identify by article number, date of issuance, description, and components affected, those Mechanical Documents, as defined above, issued by Defendant for the same year, make and model vehicle as the subject vehicle that relate to the alleged defects in the subject vehicle.
3. Identify each employee or agent for Defendant who inspected the subject vehicle, performed repairs on the subject vehicle, or was present when inspections and/or repairs took place and describe each individual's findings or observations relating to the same.
4. Describe the terms of any warranties that Defendant issued, provided, authored, or extended on the subject vehicle.
5. Identify and describe all communications you made or received relating to any alleged defect or non-conformity in the subject vehicle.
6. Identify whether Plaintiffs, or anyone on Plaintiffs' behalf, has ever notified Defendant that Plaintiffs no longer wanted the subject vehicle. If so, state when, whether oral or written notice was given, and identify each person receiving said statement.
7. Describe and identify the model type, specifications, options, and components in the subject vehicle, including, but not limited to, the size of the engine, the type of transmission, the type of brakes, the weight of the vehicle, safety features in the vehicle, towing capacity, etc. Note, you may produce a copy of the vehicle's window sticker to the extent it answers any of the above.
8. Did Plaintiffs abuse, neglect, alter, modify, or misuse the subject vehicle? If your answer to said interrogatory is "Yes," describe how Plaintiffs abused, neglected, altered, modified, or misused the subject vehicle and identify and describe all documents and communications relating to the same.
9. How many cumulative days do Defendant's records indicate that the subject vehicle was out of service by reason of any defect, non-conformity, or condition complained of by Plaintiffs?
10. Identify all warranty claims submitted by Defendant's authorized dealers to Defendant in which said dealers requested reimbursement for warranty repairs performed on the subject vehicle and the dollar amount reimbursed for each claim.

11. Does Defendant have a "good will" repair policy? If the answer to said interrogatory is "Yes," describe the policy and identify any repairs that Defendant paid for under its "good will" program, and identify the reason said repair was paid under a "good will" basis.

12. Identify all repairs performed on the subject vehicle for which Plaintiffs were not charged and the repairs were not covered by Defendant's warranties on the subject vehicle.

13. Identify all repairs performed on the subject vehicle after the date of its manufacture, but before the date of purchase by Plaintiffs.

14. Identify each of Defendant's employees or agents who have knowledge of the repairs, repair attempts, warranty claims, alleged defects or non-conformities, or communications relating to the repair of the subject vehicle and describe the extent of such knowledge.

15. Define the word "defect" as used in Defendant's written warranty.

16. Has Defendant failed or refused to reimburse its authorized dealers for any warranty repairs and/or diagnostic procedures on the subject vehicle? If the answer is "yes," state the reason Defendant did not reimburse its dealers for such repair.

17. Did any individuals or agents from Defendant's authorized dealers contact Defendant in an effort to seek assistance with the diagnosis or repair of the subject vehicle? If "yes," identify all individuals involved and identify and describe all communications.

18. Identify and describe all "Lemon Law documents," as defined above, that Defendant provides to its authorized dealerships or to purchasers of Defendant's vehicles.

19. Identify any document Defendant produced in response to Plaintiffs' requests for production that is not an authentic business record of Defendant or its authorized dealers.

20. Identify an individual within the State of Florida who is employed by Defendant and who is familiar with the content of all documents authored and produced by Defendant in response to Plaintiffs' Request for Production of Documents and who may be called by Plaintiffs as a witness in Plaintiffs' case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiffs means that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

If no single employee of Defendant located within the State of Florida is familiar with the content of all of the aforementioned documents that were authored and produced by Defendant in response to Plaintiffs' Request for Production, identify all employees located within this state that collectively are familiar with these documents so that Plaintiffs may call these individuals as witnesses in Plaintiffs' case-in-chief, and identify which documents each individual is knowledgeable.

Respectfully Submitted,  
Krohn & Moss, Ltd

By:

Brent Wikgren  
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Attorney for Plaintiff's  
FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR  
COLUMBIA COUNTY, FLORIDA

CASE NO. 13-75CA

[REDACTED] and  
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

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**REQUEST FOR PRODUCTION**

NOW COMES Plaintiff, by and through KROHN & MOSS, LTD., and requests that FORD MOTOR COMPANY ("Defendant"), produces, as well as upholds its continuing duty to seasonably supplement these requests as additional information becomes available, all documents of any kind or nature including, without limitation: charts, photographs, phone records and other data, computations from which information can be obtained, and any and all copies thereof within the possession of your agents, employees or authorized dealerships, relating to or connected with, *every document that you were asked to "identify" or used in supplying the information requested in Plaintiffs' Interrogatories to Defendant.* In addition, and not by way of limitation, produce the following documents concerning the vehicle that is the subject of this action **whether in the possession of the Defendant or its authorized dealership(s):**

## INSTRUCTIONS

1. In producing documents and other materials, you are to furnish all documents in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your employees or former employees, agents or former agents, parents, subsidiaries, affiliates, investigators or by your attorneys or their employees, agents or investigators.

2. All documents shall be produced in the same order as they are kept or maintained by you in the ordinary course of your business. All documents shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. If for any reason the container cannot be produced, you should produce copies of all labels or other identifying marks that may be present on the container.

3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found (*i.e.*, the document custodian) and the business address of each document custodian.

4. Documents attached to one another should not be separated. If any portion of any document is 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 non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks,

check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require

a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

**REQUESTS TO PRODUCE**

1. All pre-delivery repair orders relating to the subject vehicle in your possession.
2. All post-delivery repair orders relating to the subject vehicle in your possession.
3. All technicians' and/or mechanics' notes relating to the subject vehicle in your possession.
4. All documents identifying time stamps and/or time punches relating to the time spent performing repairs to the subject vehicle in your possession.
5. The warranty repair history relating to the subject vehicle as kept in its ordinary course of business by Defendant. This document includes all computer records evidencing monetary amounts reimbursed to Defendant's authorized dealership(s).
6. All internal reports, memoranda, correspondence and zone office reports pertaining to the subject vehicle.
7. All reports, memoranda, correspondence, zone office reports and/or any other documentation created by Defendant or its authorized dealership(s) due to Plaintiffs' contact with Defendant or its authorized dealership(s) by way of either writing, telephone or in person.
8. All records, invoices, and other documentation relating to the sale of and/or purchase of the vehicle in your possession.
9. All copies of all written warranties issued by Defendant and/or its authorized dealership(s) regarding the vehicle. This request is being made to obtain an authentic, unaltered copy.
10. Any and all documents relied upon by Defendant in formulating its answer and affirmative defenses.
11. All documents upon which Defendant relies in believing its arbitration program meets the substantive provisions of the Magnuson-Moss Warranty Act; 16 CFR Part 703; and/or any applicable state law provisions.
12. All mechanical documents (as described in the definition section above) applicable to the same year, make and model for vehicle as identified in your answer to Interrogatory number 2.

13. All "Talking Papers," "Quick Service Fixes," "Level Four documents," "advanced service information," "rapid response," special service information, technical training materials, continuing education materials, VSSM service library articles, Manufacture Audit Sampling Reports, Tech II bulletins, Know How Videos, engineering reports, analysis or memorandum, and any and all other documents referencing investigations or inquiries performed which relate to the allegations made herein regarding vehicles of the same year, make and model as Plaintiffs'.

14. The report of any expert witness Defendant intends to call at the trial of this case.

15. Any and all documents made available to Defendant's expert witnesses relating to the subject vehicle, Plaintiffs, or this lawsuit.

16. Curriculum vitae for any expert witness that Defendant intends to call in this case.

17. Any non-privileged communications provided to Defendant's expert witnesses relating to the subject vehicle.

18. Any and all documents prepared or received by Defendant's expert witness, including but not limited to: notes, reports, memorandum, and communications relating to the subject vehicle.

19. Any and all documents, papers, correspondence, memos, repair orders, work orders, computer print-outs, vehicle inquiry reports, documents, or receipts evidencing the performance of any repair work, whether covered under Defendant's warranty or not, relating to the subject vehicle.

20. All sales brochures, sales manuals, literature, pictures, or any other promotional literature produced for the vehicle which is the subject matter of this litigation.

21. Any franchise contract(s) between Defendant and its authorized dealership(s) that performed repairs to the vehicle.

22. Every document that constitutes an extended service contract or warranty given by Defendant, its authorized dealership(s) or some third party to the Plaintiffs covering the vehicle.

23. All written communications in Defendant's possession relating to the subject vehicle and its alleged defects or non-conformities, and/or Plaintiffs' request that Defendant accept the return of the vehicle.

24. Provide all documentation supporting Defendant's and its authorized dealership(s) policies to perform "goodwill" repairs (or any repairs performed that were free of charge to Plaintiffs but not covered under Defendant's written warranty) to the subject vehicle.

25. Provide all documentation evidencing the performance of "goodwill" repairs (or any repairs performed that were free of charge to Plaintiffs but not covered under Defendant's written warranty) to the vehicle whether authorized by Defendant or its authorized dealership(s).

26. All documents identifying or deciphering any diagnostic codes or repair codes that Defendant instructs its authorized dealership(s) to document on the repair orders.

27. Copies of **Lemon Law documents** or other materials which Defendant provides to its authorized service dealerships regarding the "Lemon Law" or other breach of warranty laws.

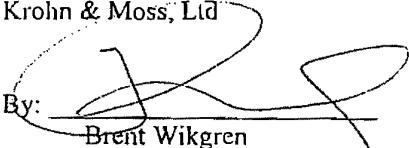
28. All documents in your possession relating to Plaintiffs' participation in Defendant's informal dispute resolution mechanism.

29. Defendant's Warranty Policy and Procedure Manual or document similarly called that provides Defendant's authorized repair facilities with instructions and information regarding Defendant's warranty policies and repair policies, i.e. how to submit warranty claims, and how to document warranty claims and findings by technicians when making repairs.

30. All communications between Plaintiffs and Defendant or between Plaintiffs and Defendant's authorized dealers relating to the subject vehicle.

Respectfully Submitted,  
Krohn & Moss, Ltd

By:



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FBN: 0042911

IN THE CIRCUIT COURT IN AND FOR  
COLUMBIA COUNTY, FLORIDA

CASE NO. *13-75CA*

[REDACTED] and  
[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

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**REQUESTS FOR ADMISSION**

NOW COME Plaintiffs, by and through KROHN & MOSS, LTD., and requests that Defendant, FORD MOTOR COMPANY, ("Defendant") make the following admissions for the purpose of this action only:

**DEFINITIONS**

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations,

notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiffs' Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiffs' Complaint.

**REQUESTS FOR ADMISSION**

1. The subject vehicle was brought to Defendant and/or an authorized service dealer of Defendant for repairs at least once within the time provided for under any of Defendant's warranties.
2. Defendant received written notification that Plaintiffs no longer wanted to retain ownership and/or possession of the subject vehicle.
3. Defendant and/or its authorized service dealers have been unable to repair all of the defects in the subject vehicle which were complained of by Plaintiffs within the time period of Defendant's warranties.
4. The subject vehicle was not been repaired after a reasonable number of attempts or reasonable amount of time.
5. The defects and non-conformities in the subject vehicle as alleged in Plaintiffs' Complaint remain uncorrected.
6. Plaintiffs have not abused the subject vehicle.
7. Plaintiffs have not neglected the subject vehicle.
8. Plaintiffs have not modified the subject vehicle.
9. Plaintiffs have not altered the subject vehicle.
10. The subject vehicle has not sustained collision or impact damage to the subject vehicle.
11. All repairs performed on the subject vehicle were covered under Defendant's applicable warranty(ies).
12. The subject vehicle was subject to repair three (3) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiffs' two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.
13. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiffs' two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.
14. The non-conformities in the subject vehicle substantially impair the use, value, or safety of the vehicle.

15. The subject vehicle has been out of service in excess of thirty (30) calendar days during the Plaintiffs' first two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

16. Defendant has a process by which engineers offer Special Service Messages, Technical Service Bulletins, or Service Bulletins when a fix for a known problem becomes available.

17. The subject vehicle was not safe and substantially free from defects.

18. A vehicle may be sold with latent defects that do not manifest until after its date of sale.

19. Defendant does not maintain an informal dispute resolution program that complies with 16 CFR § 703.

20. The subject vehicle was not fit for its ordinary purpose.

21. The subject vehicle was defective at the time it left Defendant's control.

22. The problems that Plaintiffs experienced with the subject vehicle that caused the subject vehicle to be taken to Defendant's authorized dealership(s) were due to defects in factory supplied materials or workmanship.

23. The subject vehicle was diminished in value due to the fact that the defects in the subject vehicle were not repaired within a reasonable number of repair attempts or reasonable amount of time.

24. Plaintiffs' vehicle was diminished in value due to the fact that the subject vehicle was not fit for its ordinary purpose.

25. Defendant authors and/or maintains a manual regarding the policies and procedures with respect to warranty repairs and warranty administration that provides instructions and information to Defendant's authorized dealers.

26. Plaintiffs provided Defendant with a final opportunity to repair the alleged defects in the subject vehicle prior to filing the case at bar with the Court.

27. Defendant spent more money on warranty repairs for the subject vehicle than the average vehicle of the same year, make, and model.

28. The defects alleged by Plaintiffs in the subject vehicle cannot be repaired by Defendant.

29. At the time Plaintiffs took possession of the subject vehicle, it was covered by

Defendant's written warranty.

Respectfully Submitted,  
Krohn & Moss, Ltd

By:

Brent Wikgren  
Krohn & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiffs  
FBN: 0042911

### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: STALL/QUIT ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]  
Reason Desc: DRP-REPAIR REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 19385 MI Comm Type: MAIL  
Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB  
Action Date: 09/20/2012 Action Time: 16.05.09.788 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 19385 MI Comm Type: MAIL  
Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB  
Action Date: 10/10/2012 Action Time: 16.05.23.025 Action Data: No

Comments HEARING SCHEDULED ON 10/22/12 AT 2:30

Action: COMPANY REPORT SUBMITTED  
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
PROGRAM  
Odometer: 19385 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 10/11/2012 Action Time: 14.28.09.581 Action Data: Yes

Comments MRF FAXED TO BBB ATTN TODD

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

Action: ARBITRATION DECISION-DENIAL  
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 19385 MI Comm Type: MAIL  
Analyst Name: EIKENBERRY,TODD Analyst: T-EIKENB  
Action Date: 10/26/2012 Action Time: 21.05.13.480 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ARBITRATION-AWA DRS SPENDING  
Dealer: 04875 ROUNTREE MOORE INC Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
PROGRAM  
Odometer: 19385 MI Comm Type: OTHER  
Analyst Name: WATSON,

MICHEL                   **Analyst:** MWATSO90  
**Action Date:** 10/29/2012   **Action Time:** 12.27.49.142           **Action Data:** Yes

**Comments** DENIAL FOR REPURCHASE

<b>Data Element Name</b>	<b>Data Value</b>
ARBITRATOR NAME (LAST NAME, FIRST NAME)	COHEN, MARTIN
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	

**Action:** ASSUMED REJECTION OF DECISION                   **Origin Desc:** BETTER BUSINESS BUREAU  
**Dealer:** 04875 ROUNTREE MOORE INC  
**Odometer:** 19385 MI                   **Comm Type:** MAIL  
**Analyst Name:** EIKENBERRY,TODD           **Analyst:** T-EIKENB  
**Action Date:** 11/14/2012                   **Action Time:** 16.05.13.432           **Action Data:** Yes

**Comments** DATE OF REJECTION 11/14/12 ARBITRATED RESULTING IN A DENIAL

<b>Data Element Name</b>	<b>Data Value</b>
DATE OF REJECTION	11/14/12
	Y

Ford Confidential

### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]  
Reason Desc: CI - FLORIDA MVDN Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact:

Action: OPEN REGION CONTACT  
Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION  
Odometer: 1650 MI Comm Type: INBOUND  
CUSTOMER MAIL  
Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2  
Action Date: 09/06/2012 Action Time: 14.08.51.959 Action Data: Yes

Comments CUSTOMER STATES: STEERING FAILURE.CUSTOMER SEEKS: FINAL RESOLUTION UNDER FLORIDA LEMON LAW.

Data Element Name	Data Value
REGION NUMBER	25
DATE OF LETTER (MM-DD-YYYY)	08-29-2012
DATE RECEIVED (MM-DD-YYYY)	09-04-2012
TIME RECEIVED (HH:MM)	14:29

Action: UPDATE CONTACT STATUS  
Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION  
Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2  
Action Date: 09/07/2012 Action Time: 14.44.18.383 Action Data: No

Comments OBC TO THE CONSUMER, LEFFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. ADVISED THE CONSUMER THAT WE WOULD LIKE TO DISCUSS THE CONCERNs. PROVIDED CONTACT INFORMATION.

Action: FOLLOW UP - OPEN  
Dealer: 04875 ROUNTREE-MOORE INC Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION  
Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA, TANYA Analyst: TESPINO2  
Action Date: 09/07/2012 Action Time: 14.44.27.110 Action Data: Yes

Comments DISCUSS CONCERNs

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-10-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action: UPDATE CONTACT STATUS****Dealer:** 04875 ROUNTREE-MOORE INC**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION**Odometer:** 1650 MI**Comm Type:** PHONE**Analyst Name:** ESPINOSA,  
TANYA**Analyst:** TESPINO2**Action Date:** 09/10/2012**Action Time:**  
13.25.41.327**Action Data:** No

**Comments** INB VM FROM THE CONSUMER, CONSUMER REQUESTING A CALL BACK. OBC TO THE CONSUMER, SPOKE TO MARSHA MCDONALD. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. CONSUMER ADVISED THAT SHE DOES NOT KNOW THE CURRENT MILEAGE. CONSUMER ADVISED THAT THE STEERING WHEEL SHAKES WHEN DRIVING. CONSUMER ADVISED THAT THERE IS AN ISSUE WITH THE FRONT END. CONSUMER ADVISED THAT SHE NEEDS TO CALL ME BACK. CONSUMER CONFIRMED THAT SHE ALREADY HAS CONTACT INFORMATION.

**Action: FOLLOW UP - OPEN****Dealer:** 04875 ROUNTREE-MOORE INC**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION**Odometer:** 1650 MI**Comm Type:** PHONE**Analyst Name:** ESPINOSA,  
TANYA**Analyst:** TESPINO2**Action Date:** 09/10/2012**Action Time:**  
13.25.53.694**Action Data:** Yes**Comments** DISCUSS CONCERNs

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-11-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action: UPDATE CONTACT STATUS****Dealer:** 04875 ROUNTREE-MOORE INC**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION**Odometer:** 1650 MI**Comm Type:** PHONE**Analyst Name:** ESPINOSA,  
TANYA**Analyst:** TESPINO2**Action Date:** 09/10/2012**Action Time:**  
13.47.15.261**Action Data:** No

**Comments** INBC FROM THE CONSUMER, SPOKE TO MR MCDONALD. ADVISED THE CONSUMER WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. CONSUMER ADVISED THAT WHEN ACCELERATING FROM A STOP, THE VEHICLE WILL NOT ACCELERATE AND THEN KICK IN. CONSUMER ADVISED THAT THE ISSUE USUALLY OCCURS WHEN THE ENGINE IS COLD. CONSUMER ADVISED THAT THE CLICKING NOISE IN THE STEERING, STEERING IS STICKING, AND THE STEERING WENT OUT. ADVISED THE CONSUMER THAT FMC WILL BE SCHEDULING FOR OUR FSE TO COMPLETE AN FRA. ADVISED THE CONSUMER THAT ONCE THE FSE PROVIDES AVAILABLE DATES, WE WILL CONTACT HIM BACK TO SCHEDULE THE APPOINTMENT. CONSUMER UNDERSTOOD. \*\*TFOAM SUBMITTED, CURRENTLY AWAITING AVAILABLE DATES FOR FRA\*\*

**Action: FOLLOW UP - OPEN****Dealer:** 04875 ROUNTREE-MOORE INC**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION**Odometer:** 1650 MI**Comm Type:** PHONE**Analyst Name:** ESPINOSA,

TANYA                      **Analyst:** TESPINO2  
**Action Date:** 09/10/2012    **Action Time:** 13.48.48.553    **Action Data:** Yes

**Comments** PROVIDE AVAILABLE DATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** FOLLOW UP - OPEN

**Dealer:** 04875 ROUNTREE-MOORE INC                      **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Odometer:** 1650 MI                      **Comm Type:** PHONE  
**Analyst Name:** ESPINOSA, TANYA                      **Analyst:** TESPINO2  
**Action Date:** 09/10/2012                      **Action Time:** 13.48.49.286                      **Action Data:** Yes

**Comments** PROVIDE AVAILABLE DATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 04875 ROUNTREE-MOORE INC                      **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Odometer:** 1650 MI                      **Comm Type:** OTHER  
**Analyst Name:** ESPINOSA, TANYA                      **Analyst:** TESPINO2  
**Action Date:** 09/14/2012                      **Action Time:** 11.31.45.497                      **Action Data:** No

**Comments** EMAIL SENT TO FSE REQUESTING AVAILABLE DATES

**Action:** FOLLOW UP - OPEN

**Dealer:** 04875 ROUNTREE-MOORE INC                      **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION  
**Odometer:** 1650 MI                      **Comm Type:** OTHER  
**Analyst Name:** ESPINOSA, TANYA                      **Analyst:** TESPINO2  
**Action Date:** 09/14/2012                      **Action Time:** 11.32.05.959                      **Action Data:** Yes

**Comments** PROVIDE AVAILABLE DATES

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

**Action:** UPDATE CONTACT STATUS

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER

**Dealer:** 04875 ROUNTREE-MOORE INC                   **INTERVENTION**  
**Odometer:** 1650 MI                                   **Comm Type:** PHONE  
**Analyst Name:** ESPINOSA,  
TANYA   **Analyst:** TESPINO2  
**Action Date:** 09/17/2012                           **Action Time:**  
  13.38.44.535                                   **Action Data:** No

**Comments** OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT THE FSE IS AVAILABLE ON 9/25/12 AT 8AM FOR AN FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK WITH WHETHER OR NOT THE DATE IS FINE. PROVIDED CONTACTI NFIORMAITON.

**Action:** FOLLOW UP - OPEN

**Dealer:** 04875 ROUNTREE-MOORE INC                   **Origin Desc:** CONSUMER AFFAIRS - CONSUMER  
**INTERVENTION**  
**Odometer:** 1650 MI                                   **Comm Type:** PHONE  
**Analyst Name:** ESPINOSA,  
TANYA   **Analyst:** TESPINO2  
**Action Date:** 09/17/2012                           **Action Time:**  
  13.38.53.122                                   **Action Data:** Yes

**Comments** PROVIDE AVAILABLE DATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-18-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 04875 ROUNTREE-MOORE INC                   **Origin Desc:** CONSUMER AFFAIRS - CONSUMER  
**INTERVENTION**  
**Odometer:** 1650 MI                                   **Comm Type:** PHONE  
**Analyst Name:** ESPINOSA,  
TANYA   **Analyst:** TESPINO2  
**Action Date:** 09/18/2012                           **Action Time:**  
  13.43.08.403                                   **Action Data:** No

**Comments** INB VM FROM THE CONSUMER, CONSUMER ADVISED THAT THEY WOULD TRY AND MAKE THE APPOINTMENT OF 9/25/12 AT 8AM.\*\*OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO CONFIRM THE FRA APPOINTMENT OF 9/25/12 AT 8AM. ADVISED THE CONSUMER THAT WE WILL ARRANGE A LOANER WITH THE SM AT THE DLRSHP. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK TO CONFIRM RECEIPT OF THE MESSAGE. PROVIDED CONTACT INFORMAITON. \*\*FRA 9/25/12 AT 8AM\*\*

**Action:** FOLLOW UP - OPEN

**Dealer:** 04875 ROUNTREE-MOORE INC                   **Origin Desc:** CONSUMER AFFAIRS - CONSUMER  
**INTERVENTION**  
**Odometer:** 1650 MI                                   **Comm Type:** PHONE  
**Analyst Name:** ESPINOSA,  
TANYA   **Analyst:** TESPINO2  
**Action Date:** 09/18/2012                           **Action Time:**  
  13.43.16.361                                   **Action Data:** Yes

**Comments** CHECK STATUS

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-28-2012

TIME OF FOLLOW UP (HH:MM): 17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA,  
TANYA Analyst: TESPINO2

Action Date: 09/18/2012 Action Time:  
13.47.15.774 Action Data: No

Comments OBC TO THE DLRSHP, SPOKE TO SM RANDY. ADVISED THE SM THAT THE CONSUMER WILL BE DROPPING THE VEHICLE OFF AT THE DLRSHP AT THE DLRSHP ON 9/25/12 AT 8AM. ADVISED THE SM THAT THE CONSUMER WILL BE IN NEED OF A LOANER. SM ADVISED THAT THEY WOULD ARRANGE THEM A RENTAL.

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA,  
TANYA Analyst: TESPINO2

Action Date: 09/28/2012 Action Time:  
12.49.33.789 Action Data: No

Comments OBC TO THE DLRSHP, SPOKE TO SM RANDY. SM ADVISED THAT THE VEHICLE IS STILL AT THE DLRSHP. SM ADVISED THAT THEY SHOULD BE RETURNING THE VEHICLE TO THE CONSUMER THIS AFTERNOON. ADVISED THE SM TO PLEASE UPDATE CUDL ONCE THE CONSUMER HAS PICKED UP THE VEHICLE.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA,  
TANYA Analyst: TESPINO2

Action Date: 09/28/2012 Action Time:  
12.49.44.020 Action Data: Yes

Comments CHECK STATUS

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: ESPINOSA,  
TANYA Analyst: TESPINO2

Action Date: 10/08/2012 Action Time:  
14.53.08.545 Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK. PROVIDED CONTACT

INFORMATION.

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA,  
TANYA

Analyst: TESPINO2

Action Date: 10/08/2012

Action Time:

14.53.15.686

Action Data: Yes

Comments DISCUSS FRA

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-12-2012
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION

Odometer: 1650 MI

Comm Type: PHONE

Analyst Name: ESPINOSA,  
TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time:

14.32.40.417

Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK. PROVIDED CONTACT INFORMATION.

Action: UPDATE CONTACT STATUS

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA,  
TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time:

14.35.33.490

Action Data: No

Comments .

Action: FOLLOW UP - OPEN

Dealer: 04875 ROUNTREE-MOORE INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER  
INTERVENTION

Odometer: 1650 MI

Comm Type: OTHER

Analyst Name: ESPINOSA,  
TANYA

Analyst: TESPINO2

Action Date: 10/15/2012

Action Time:

14.35.39.548

Action Data: Yes

Comments DISCUSS FRA

Data Element Name	Data Value

DATE OF FOLLOW UP: 10-16-2012  
TIME OF FOLLOW UP (HH:MM): 17:00

**Action:** UPDATE CONTACT STATUS

**Dealer:** 04875 ROUNTREE-MOORE INC

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 1650 MI  
**Analyst Name:** ESPINOSA,  
TANYA

**Comm Type:** OTHER  
**Analyst:** TESPINO2

**Action Date:** 10/18/2012

**Action Time:**  
15.39.20.726

**Action Data:** No

**Comments** RESCHEDULING FOLLOWUP

**Action:** FOLLOW UP - OPEN

**Dealer:** 04875 ROUNTREE-MOORE INC

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 1650 MI  
**Analyst Name:** ESPINOSA,  
TANYA

**Comm Type:** OTHER  
**Analyst:** TESPINO2

**Action Date:** 10/18/2012

**Action Time:**  
15.39.25.519

**Action Data:** Yes

**Comments** DISCUSS FRA

Data Element Name	Data Value
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DATE OF FOLLOW UP:	10-19-2012
TIME OF FOLLOW UP (HH:MM):	17:00

**Action:** CLOSE REGION ISSUE

**Dealer:** 04875 ROUNTREE-MOORE INC

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 1650 MI  
**Analyst Name:** ESPINOSA,  
TANYA

**Comm Type:** OTHER  
**Analyst:** TESPINO2

**Action Date:** 10/24/2012

**Action Time:**  
13.16.10.378

**Action Data:** No

**Comments** CASE WENT TO ARBITRATION WITH THE BBB ON 10/22/12. CASE CLOSED

**Action:** FOLLOW UP - CLOSE

**Dealer:** 04875 ROUNTREE-MOORE INC

**Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION

**Odometer:** 1650 MI  
**Analyst Name:** ESPINOSA,  
TANYA

**Comm Type:** OTHER  
**Analyst:** TESPINO2

**Action Date:** 10/24/2012

**Action Time:**  
13.16.10.810

**Action Data:** No

**Comments** CASE WENT TO ARBITRATION WITH THE BBB ON 10/22/12. CASE CLOSED

Ford Confidential

### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]  
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: OPEN

Action: OPEN - CABBB CASE ELIGIBLE Origin Desc: BETTER BUSINESS BUREAU  
Dealer: 04875 ROUNTREE MOORE INC  
Odometer: 19385 MI Comm Type: PHONE  
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3  
Action Date: 09/20/2012 Action Time: 12.09.45.620 Action Data: No

Comments OPEN BBB CLAIM.

Action: FIELD E-MAIL SENT - DRP Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
Dealer: 04875 ROUNTREE MOORE INC PROGRAM  
Odometer: 19385 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 09/20/2012 Action Time: 14.39.35.194 Action Data: No

Comments DEALER REPORT REQUESTED FROM ROUNTREE MOORE AND TFOAMS STARTED FOR CONCERN OF STEERING LOSS AND TRANSMISSION FAILURE. NOTE: CUSTOMER FRA IS CURRENTLY IN PROGRESS. DRS AGENT MONITORING STATUS.

Action: DOCUMENT ADDITIONAL INFORMATION Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
Dealer: 04875 ROUNTREE MOORE INC PROGRAM  
Odometer: 19385 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 09/27/2012 Action Time: 09.19.02.968 Action Data: No

Comments FOLLOWED UP WITH ROUNTREE MOORE LEFT VM FOR LENNY FLETCHER ON COMPLETION OF DEALER REPORT.

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION  
Dealer: 04875 ROUNTREE MOORE INC PROGRAM  
Odometer: 19385 MI Comm Type: OTHER  
Analyst Name: WATSON, MICHEL Analyst: MWATSO90  
Action Date: 09/28/2012 Action Time: 13.21.41.893 Action Data: No

Comments BASED ON OUR CASE DOCUMENTATION, THE CUSTOMER WILL BE RECEIVING THEIR VEHICLE BACK TODAY AS THE FRA REPAIRS ARE COMPLETE. WE STAND BEHIND THE DEALERSHIP SERVICE COMPLETED AND BELIEVE THAT THE STEERING FAILURE HAS BEEN CORRECTED. PLEASE OFFER THE CUSTOMER OUR 3 YEAR / 45,000 MILE LIMITED MAINTENANCE PLAN ON THIS VEHICLE. WE FEEL THIS WILL SERVE OUR CUSTOMER WELL

AS THEY CONTINUE THEIR NORMAL USE AND OPERATION OF THEIR 2011 FUSION.

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### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MISC INQUIRY - GENERAL/OTHER Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: REFERRED BY DEALER Origin Desc: MANUAL - PHONE CSR  
Dealer: 04875 ROUNTREE-MOORE INC Comm Type: PHONE  
Odometer: 1650 MI Analyst: KSANTO17  
Analyst Name: SANTOS , KARIME Action Time: 14.13.18.348  
Action Date: 09/06/2011 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -ADVISED CUST TO CALL US AND ASK FOR ASSISTANCEDEALER SAID: ROUNTREE - MOORE LLLP SCHEDULE SERVICE 2588 WEST US HWY 90LAKE CITY FL 32055(386) 755-0630

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### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER Origin Desc: MANUAL - PHONE CSR  
Dealer:  
Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: SANTOS , KARIME Analyst: KSANTO17  
Action Date: 09/06/2011 Action Time: 14.11.37.326 Action Data: Yes

#### Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -DID NOT OFFER-WANTS TO KNOW ABOUT MPG/CRC ADVISED: -DID NOT OFFER- ADVISED OF MPG

Data Element Name	Data Value
GENERAL REASON FOR CRC	COVERAGE QUESTION -
CONTACT:	WARRANTY/RECALL/ESP
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

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### All Action Details for Issue

[Print](#)

VIN: 3FAHP0HA3BR [REDACTED] Year: 2011 Model: FUSION Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2011-08-30  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER  
Dealer: Origin Desc: MANUAL - PHONE CSR  
Odometer: 1650 MI Comm Type: PHONE  
Analyst Name: SANTOS , KARIME Analyst: KSANTO17  
Action Date: 09/06/2011 Action Time: 14.01.50.491 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

Server: AWS QA

Claims loaded through: 20-FEB-2013

## Vehicle Information Report

### GENERAL VEHICLE INFORMATION:    (Related Claims)    (QLS Concerns)

VIN:	3FAHP0HA3B1██████████	Vehicle Line WERS:	C/DB - FUSION/MILAN/MKZ (ZEPHYR) [06-12]	Engine:	C/SB - 2.5L DOHC PFI 170HP DURATEC HE
Model Year:	2011	Vehicle Line AWS:	DE - FUSION	Global Engine:	E0617 - DURATEC-HE GAS I4 (NON-GTDI) - CHI
Vehicle Type:	C	Vehicle Line Global:	DB - FUSION (LESS HYBRID) (NA-HSAP)	Engine Plant:	EN06 - CHIHUAHUA GAS
Inv. Dealer:	*	Drive Code:	C/A - 2 WHL L/H FRONT DRIVE	Transmission:	C/W6 - 6 SPD AUTO TRANS 6F MID RANGE
Vehicle Status Code:	800	Body Cab Style:	C/FA - 4 DOOR SEDAN-4 LITE	Global Trans:	A1105 - AT - 6F35 - VDP
Market Derived:	F - FORD	Version/Series:	C/QC - MID VERSION - CAR	Trans Plant:	AT11 - A/T VAN DYKE

### BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	Assembly Plant:	A3 - HERMOSILLO PLANT BUILD	Vehicle Load Date:	18-JAN-2011
Country Built:	MEX - MEXICO	Production Date:	14-JAN-2011		

### SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	Arrival Date:	31-JAN-2011	Red Carpet Lease:	*
Country Sold:	USA - UNITED STATES	Sale Date:	30-AUG-2011	Fleet/Retail/Co. Lease:	R
Vehicle Count Flag:	Y	Warranty Start Date:	30-AUG-2011	Modified Vehicle:	*
Selling Dealer St/Prov:	FL	Original WSD:	30-AUG-2011	Warranty Status Ind:	*
Selling Dealer (code):	ROUNTREE-MOORE INC  124516 - *			Vehicle Export Flag:	N

### VOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----3-----4-----5-----6-----  
POHBR23G751YM 3 A F 2 02M1170 UL E W TES U 2PB SMB 324V452 5 U6 DL A3FAH3 2 O 202A 9AMGA

### EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----1-----2-----3-----4-----5-----6-----

### INSTALLED OPTION INFORMATION:

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	Color(Trim):	000SV - MEDIUM LT STONE	Nav/ Engine Serial #:	060111050036
Alternator Amp Rating:	*	Delivery Type:	0	Paint:	PN3K7 - RED CANDY TINT CC
Audio Disk:		Driveshaft Code:	*	Power Antenna:	* - [N/A]
Axle Ratio:	EGAA8 - 3.066 FINAL DRIVE RATIO	Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Radio:	PA - SINGLE CD/MP3 RADIO
Axle Type:	* - [N/A]	Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Sound System:	BA - STANDARD AUDIO (BASE)
Battery Amp Rating:	*	Fuel Type Engine:	G - Gas	Tire Manufacturer:	* - [N/A]
Brake Code:	* - [N/A]	GVW Class Code:	H	Tire Brand:	0A00NX -
Brake Code(Service):	* - [N/A]	Instrumentation:	* - [N/A]	Tire Size:	D3KGP - P225/50VR 17
Calibration Code:	ADEJF40A	Mirror(Driver Side):	AD - DRIVER POWER MIRROR	Traction Control:	* - [N/A]
Color(Accent):	* - [N/A]	Mirror(Psngr Side):	AD - PASS POWER CONVEX MIRROR		

### TRACEABILITY INFORMATION



## BBB AUTO LINE

November 14, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Todd Eikenberry at Extension 241

[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Report Summary](#)[Help](#)[Exit](#)

## GCQIS Report Analysis Indicator Summary

**Query Names : \* REPORT RETRIEVAL**

**Folder Number :**[File Report To This Folder](#)[File Report To A Folder](#)

Report Source

[Refresh Counts](#)[Reset](#)[Indicator Summary](#)[Download Options](#)

Report Source Code	Report Source Description	Select	Total Indicators
FF	FCSDFS	<input type="checkbox"/>	1
C1	CACVOC	<input type="checkbox"/>	1
			<b>Total: 2</b>

**Requester:** MVALLA

1-Mar-2013

Indicator Summary

**Ford Proprietary, Private****Retention:** None**Server:** ECCWS686



## BBB AUTO LINE

October 26, 2012

LAKE CITY FL [REDACTED]

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear [REDACTED]:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case. Please read the instructions on the *Acceptance/Rejection Form*, complete it and return it to us no later than 14 days from the date of this letter.

We thank you for giving us the opportunity to help with the resolution of your dispute, and hope that you are satisfied with the manner in which your claim was handled in BBB AUTO LINE.

The enclosed *Decision* is not binding on the consumer. **You may reject this decision and, if eligible, may request arbitration by the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General.**

**To obtain information about and file a claim with the state-run Florida New Motor Vehicle Arbitration Board, you should contact the Office of the Attorney General, Lemon Law Hotline at 800.321.5366 (850.414.3500 if outside Florida), or via email to: flalemonlaw@myfloridalegal.com. The mailing address is: Office of the Attorney General, Lemon Law Arbitration, PL-01, The Capitol, Tallahassee, FL 32399-1050.**

**PLEASE BE ADVISED:** the Florida Lemon Law requires that a request for arbitration by the Florida New Motor Vehicle Arbitration Board be filed by a consumer no later than 60 days after the expiration of the lemon law rights period (the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer) or within 30 days after the final action of BBB AUTO LINE, whichever date occurs later.

Please complete and send the enclosed Acceptance/Rejection form to 3033 Wilson Blvd., Suite 600, Arlington, VA 22203 or you may fax it to 1.703.247.9700.

If you have any questions about the decision or if I may be of help to you, please feel free to call me at 800.955.5100.

Sincerely,

Todd Eikenberry at Extension 241



## BBB AUTO LINE

October 26, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision and Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Todd Eikenberry at Extension 241



## ACCEPTANCE OR REJECTION OF DECISION

Date: 10/26/12

Case Number: [REDACTED]

Customer: [REDACTED]

State: FL

Business: Ford Motor Company

Mfr-Info: 6700 FL 3fahp0ha3br [REDACTED]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

**Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.**

Please check one of the following.

I ACCEPT THE ARBITRATION DECISION. I understand this means:

- \* the business will be legally bound to abide by this decision; and,
- \* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

I REJECT THE ARBITRATION DECISION. I understand this means:

- \* I may pursue other legal remedies under state or federal law;
- \* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
- \* the business will not be obligated to perform any part of the decision; and,
- \* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): \_\_\_\_\_

Date: \_\_\_\_\_



## Denial Decision

Submitted Date: 10/25/12  
[REDACTED]

VIN: 3FAHP0HA3BR [REDACTED]

Customer: [REDACTED] - Hearing Date: 10/22/12

Arbitrator: Martin Cohen

### Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied. The customer's request for replacement of the vehicle is denied. Although the customer states they have no faith in the vehicle there is no evidence the problems continue to exist after the final repair attempt. Further the vehicle was out of service for a total of only 27 days which does not meet the Florida Lemon Law standard of 30 days for all nonconformities. The vehicle also did not meet the Florida Lemon Law standard of three repair attempts plus a final repair attempt for any single nonconformity.

CASE: [REDACTED]  
Arbitrator: Martin Cohen

Customer: [REDACTED]  
Date: 10/25/12



## Lemon Law Reasons for Decision

Submitted Date: 10/25/12

VIN: 3FAHP0HA3BR [REDACTED]

Customer: [REDACTED] - Hearing Date: 10/22/12

Arbitrator: Martin Cohen

### - Fact Sheet Section -

#### Fact Sheet Question 1

For each problem (current and past) listed on the *Agreement to Arbitrate*, indicate the following information. List briefly the relevant evidence in support of each of your conclusions (i.e., repair order numbers, dates, testimony, inspection and/or test drives, technical expert reports, etc.).

a Problem (as listed on *Agreement to Arbitrate*):

- 1 Steering loss
- 2 Transmission failure

b Exists Now? (Please Explain)

- 1 Although the customer has no faith in the vehicle and will not take the vehicle on a trip, there is no evidence the problem continues to exist following the final repair attempt.
- 2 Although the customer has no faith in the vehicle and will not take it on a trip, there is no evidence the problem continues to exist following the final repair attempt.

c Number of Repair Attempts

- 1 There were two repair attempts plus the final repair attempt.
- 2 There was one repair attempt plus the final repair attempt.

d Number of Days Out of Service:

- 1 The vehicle was out of service a total of 21 days for this problem including four days during the final repair attempt.
- 2 The vehicle was out of service a total of 16 days for this problem including four days during the final repair attempt.

### - Reasoning Section -

#### Question 1

For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion.

Both the steering loss and the transmission failure, if they continued to exist, would represent a defect covered by the manufacturer's new vehicle warranty. These components would be covered by the warranty as they are major components of the vehicle.

#### Question 2

For each problem you decided was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

If the problems had continued to exist both the steering loss and transmission failure would represent a substantial impairment of the use of the vehicle. In addition, the steering loss problem would have represented a substantial safety issue.

**Question 3**

Please address the following aspects of your state's lemon law below:

- a During the applicable time period specified by this state's lemon law, the vehicle has been out of service by reason of repair to vehicle problems for a cumulative total of how many days?

The vehicle was out of service for a total of 27 days including the final repair attempt, two attempts to repair the steering loss problem, one attempt to repair the transmission failure problem, and one repair attempt to repair a clicking noise noticed in the front end.

- b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

No. The vehicle has not met the Florida Lemon Law standard for a reasonable number of repair attempts.

- c Please explain how you reached this conclusion.

The Florida Lemon Law standard requires at least three repair attempts plus a final repair attempt for a single nonconformity. There were only three repair attempts for the steering problem including the final repair attempt. There were only two repair attempts for the transmission problem including the final repair attempt.

- d Is this consumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

If the problems had still existed and if there would have been a sufficient number of repair attempts the consumer would have been entitled to repurchase of the vehicle as the other provisions of the Florida Lemon Law were met (eligible consumer, eligible vehicle, etc).

**Question 4**

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

The customer's request for replacement of the vehicle is denied. Although the customer states they have no faith in the vehicle there is no evidence the problems continue to exist after the final repair attempt. Further the vehicle was out of service for a total of only 27 days which does not meet the Florida Lemon Law standard of 30 days for all nonconformities. The vehicle also did not meet the Florida Lemon Law standard of three repair attempts plus a final repair attempt for any single nonconformity.

**Question 5**

If awarding a repurchase or replacement:

- a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.

Not Applicable

- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.

Not Applicable

- c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

Not Applicable

**Question 6**

The following materials and documents were submitted by the parties as part of this arbitration. Those marked with an asterisk ("\*") were relied upon by the arbitrator(s) in making a decision in the case

a Materials/Documents Submitted by Customer  
(\*) Repair reports  
(\*) Purchase agreement  
(\*) Written documentation of vehicle problems incurred.

b Materials/Documents Submitted by Manufacturer  
(\*) Repair reports  
(\*) Written documentation of the manufacturer's position

**Question 7**

Please identify the mileage on the vehicle at the time of the hearing/inspection:

Although the vehicle was not present at the time of the hearing and was not inspected, the customer claims the current mileage at the time of the hearing was 19,741.8.

CASE: [REDACTED]  
Arbitrator: Martin Cohen

Customer: [REDACTED]  
Date: 10/25/12



**MANUFACTURER RESPONSE FORM**  
Will participate - In Writing  By Phone

Case Number: [REDACTED]

Customer Name: [REDACTED]

State: FL

VIN: 3FAHP0HA3BR [REDACTED]

Warranty Start Date: 8/30/2011

Vehicle year/model: 2011 FUSION

Current mileage: 19385

Purchased:  New  Used (mileage and date of purchase)  Leased (terms of lease)

This claim is:  IN BTB Warranty  IN Diesel Warranty  In Powertrain Warranty  OUT of all Warranties

Extended Service Plan:  NO  YES \_0

**SETTLEMENT INFORMATION**

What, if anything, was offered to the customer to settle this dispute?

Ford offered our 3 year / 45,000 mile Limited Maintenance Plan as the vehicle was repaired on 09/27, with no transmission repair completed.

Please indicate the customer's response below:

- The customer rejected the offer on \_\_\_\_\_  
 The customer has not indicated a response to the offer.

**The Customer Claim Form (CCF) lists the following concerns:**

- Steering loss
- Transmission Failure

**MANUFACTURER'S POSITION:**

It is Ford's position that this vehicle has been repaired and is free of any presented manufacturer nonconformity. Ford believes that the repair completed on 09/27/2012 alleviated the steering and transmission concerns and does not currently have a condition that impairs the vehicle from ordinary use by our customer. While the Final Repair Attempt has been completed, we feel that the vehicle has not been out of service for thirty days for any ongoing repair, and that only the minimal criteria for number of repair attempts has been satisfied. We note that it is our belief this vehicle does not have a steering or transmission condition at this time.

It is our contention that this vehicle has accrued mileage well above the national average, and that during repair completion, continued normal use occurred. This validates our opinion that no concern

has impacted this vehicle's reasonable use by our consumer. Ford is seeking a denial decision for the repurchase or replacement of this vehicle.

**Vehicle Warranty Repair History:**

Invoice # at 12,512 miles

03/29/2012

**Issue Presented:**

- Oil change
- Power steering light came on and made steering wheel hard and service system light came on.

**Service Repair Completed:**

- Engine oil changed
- Upon test drive of vehicle, all was ok. Additional diagnostic found codes which directed to flow chart based upon symptom provided. Checked air in front tires, turned tires from steering lock to lock. No unusual noises or binding noted. Removed tie rods and rack bellows and boots. No corrosion, rust, or moisture found. Installed a new EPAs gear.

Invoice # at 18,976 miles

08/08/2012

**Issue Presented:**

- Clicking noise when hitting bumps and brakes, sounds like something is loose

**Service Repair Completed:**

- No problem found.

Invoice # at 19,385 miles

08/17/2012

**Issue Presented:**

- When turning, vehicle acts like it's hanging up.
- Customer states it acts like it doesn't want to shift.

**Service Repair Completed:**

- Verified intermediate loss of power steering. Ordered rack and pinion. Lowered engine cradle and installed new rack. Realigned front end. All ok.
- Checked transmission and completed Engine Electronic Control (EEC) testing. Reprogrammed the Powertrain Control Module (PCM) and cleared the Keep Alive Memory (KAM).

Invoice # at 19,429 miles

09/25/2012

**Issue Presented:**

- Transmission not shifting like it should. Has a hesitation.

**Service Repair Completed:**

- Checked to ensure Powertrain Control Module (PCM) to calibration, topped off transmission.

**DOCUMENTATION PROVIDED**

- Technical Service Bulletins
- Recall Notices
- Ford Field Service Engineer Report
- Dealer Report
- Other: AWS Warranty Repairs, Repair Orders

List amount of any over allowance /negative equity; \$ \_\_\_\_\_

To: BBB AUTO LINE                          Completed by: Michel Watson Date: 10/11/2012  
Attn: Todd Eikenberry                          Phonc: 866-567-6518 x77467  
Fax: 703.247.9700                              Fax: 866-611-4278

Server: AWS Prod

Claims loaded through: 19-SEP-2012

## STANDARD CLAIMS LIST

## AWS Online Report

Run Date: 20-SEP-12

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

VIN	AWS VL	WERS	MKT	BODY	VER	DRIVE	PLANT	TRANS	ENG	PROD	WARR	SELLING	SELL	TIS	WCC	PREF	BASE	SUFF	VRT	VRT	VFG	CCC	CD	
	VL	DER	CAB	SERIES	TYPE	CD	CD	COD	DATE	DATE	DEALER	CNT		NA	ROW		NA	ROW	NA	ROW	NA	ROW	NA	ROW
3FAHP0HAG8R███████████	DE	C/D/E	F	C/F/A	C/Q/C	C/A	A3	C/W6	C/SB	14-2011	30-AUG-2011	124516	USA	8	6Y20	*	TAPI	*	F09	SXX	V99	A99	82	
AWS Claim Key:	3152449	Doc #:	03881804	Trx Code:		E84	Labor Hrs:	0			Labor Cost:	0	Material Cost:	0	Total Cost:	100								
Dir Cd-Sub Cd:	04875-*	Name:	ROUNTREE-MOORE INC			Ph:	386-7550630	St: FL			Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	29-MAR-2012	DIST(Mile):12512							
Cust Comments:	4 DAYS TAP RENTAL																							
Tech Comments:	4 DAYS TAP RENTAL WPI																							
3FAHP0HAG8R███████████	DE	C/D/E	F	C/F/A	C/Q/C	C/A	A3	C/W6	C/SB	14-2011	30-AUG-2011	124516	USA	8	5001	AESZ	3504	CE	F05	S10	V89	C50	42	
AWS Claim Key:	3171522	Doc #:	03881802	Trx Code:		E84	Labor Hrs:	2.7			Labor Cost:	224.93	Material Cost:	1121.31	Total Cost:	1346.24								
Dir Cd-Sub Cd:	04875-*	Name:	ROUNTREE-MOORE INC			Ph:	386-7550630	St: FL			Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	29-MAR-2012	DIST(Mile):12512							
Cust Comments:	POWER STEERING LIGHT CAME ON AND STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON																							
Tech Comments:	TEST DROVE VEHICLE ALL OK SCANNED FOR DTCS C1277 C1963 DIRECTED TO FLOW CHART PPT F1 CK AIR IN FT TIRES IS AIR CORRECT GO TO F2 PUT VEH ON HOIST TURN TIRES FROM STEERING LOCK TO LOCK ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING NO GO TO F3 REMOVE BOTH OUTER TIE RODS AND RACK BELLOWS BOOTS AND INSPECT FOR CORROSION RUST MOISTURE IS ANY PRESENT NO INSTALL A NEW EPAS GEAR ORDERED NEW GEAR LIFT <i>Steering</i>																							
3FAHP0HAG8R███████████	DE	C/D/E	F	C/F/A	C/Q/C	C/A	A3	C/W6	C/SB	14-2011	30-AUG-2011	124516	USA	12	2005	*	RECAL	*	F04	S11	V48	P66	04	
AWS Claim Key:	4875057	Doc #:	04453702	Trx Code:		E84	Labor Hrs:	4			Labor Cost:	34.39	Material Cost:	0	Total Cost:	34.39								
Dir Cd-Sub Cd:	04875-*	Name:	ROUNTREE-MOORE INC			Ph:	386-7550630	St: FL			Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	7-AUG-2012	DIST(Mile):19385							
Cust Comments:	CUST STATES HIGH ACTS LIKE IT DOESNT WANT TO SHIFT																							
Tech Comments:	CK TRANS OPERATION EEC TEST P0000 CK OASIS ROAD TEST MONITOR PIDS CHECKED FLUID REPROGRAM PCM CLEAR KAM POST ROAD TEST PER TSB 126 12 WPI <i>Transmission</i>																							

DE	C/DE	F	C/FA	C/QC	C/A	A3	C/W6	C/SB	14- JAN- 2011	30- AUG- 2011	124516	USA	I2	6V20 *	TAPI *	F09	SXX	V99	A99	82
AWS Claim Key:	4848583	Doc #:	04453703	Tax Code:		TAPI	Labor Hrs:	0			Labor Cost:	0		Material Cost:	0	Total Cost:	275			
Dir Cd-Sub Cd:	04875-*	Name:	ROUNTREE-MOORE INC			Ph:	386-7550630	St: FL			Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	17-AUG-2012	DIST(Mile):	19385		
Cust Comments:	11 DAYS RENTAL																			
Tech Comments:	11 DAYS TAP RENTAL WPI																			
DE	C/DE	F	C/FA	C/QC	C/A	A3	C/W6	C/SB	14- JAN- 2011	30- AUG- 2011	124516	USA	I2	5001 AESZ 3504	CE	F02	S10	V82	H22	42
AWS Claim Key:	4852720	Doc #:	04453701	Tax Code:		SPW	Labor Hrs:	28			Labor Cost:	240.75	Material Cost:	1121.31	Total Cost:	1362.66				
Dir Cd-Sub Cd:	04875-*	Name:	ROUNTREE-MOORE INC			Ph:	386-7550630	St: FL			Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	17-AUG-2012	DIST(Mile):	19385		
Cust Comments:	WHEN TURNING ACTS LIKE ITS HANGING UP																			
Tech Comments:	TEST DROVE VEHICLE AND VERIFIED INTERMEDIATE LOSS OF POWER STEERING ORDERED RACK AND PINION LOWERED ENGINE CRADLE AND INSTALLED NEW RACK REALIGNED FRONT END ALL OK WPI																			

Any comments? You can contact

...  
...  
...  
...  
...

webmaster

FRA 9/25/2012

[182976] - To: 3864871156 From: mwatso90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 4:7

**BBB AUTO LINE Dealer Report and Repair History Summary**  
Please Return To: Michel Watson  
FAX 866-611-4278 or e-mail to: Mwntso90@ford.com

**Attn: Service Manager - Immediate Action Required**Name: Chuck Brannaker Your Phone number: (386) 755-0630Dealership Name: Rountree Moore FordFCSD Zone Manager's Name: Kristina Uvaydova

BBB Case Open Date: 9/19/2012

CuDL Case Number: [REDACTED]

Customer's Name: [REDACTED]

VIN: 3FAHP0HA3BR [REDACTED] Make/Model/Year: 2011 FUSION Mileage: 19,385

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application?

Yes  No 

(Please summarize conversations, dates, offers made, actions taken and the name of dealership personnel):

3 Service writers have spoken with the customer regarding the issues - Trainer Winter, Don Price, Willie Sandler R.O's included.

---



---

2. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes?

Yes  No 

If yes, please explain and if you know this vehicle is part of a fleet of 3 or more vehicles owned by this customer.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect?

Yes  No 

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and how did this aftermarket part affect factory installed parts/equipment. Take and send pictures if available.

---



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[182976] - To: 3864871156 From: mwatso90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 5:7

## BBB AUTO LINE: Dealer Report Form - Page 2 of 3

4. Does this vehicle show signs of abuse, miss use or lack of maintenance?

 Yes  No

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

---

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5. Has the Technical Hotline been contacted?

 Yes  No

If yes, provide Dates and CQIS Tech Hotline #. \_\_\_\_\_

What direction or advice did the Hotline representative(s) provide?

---

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6. Has a Ford Market Area Team member (Zone Manager, PSM or Customer Care Team) been involved?

 Yes  No

a. If yes, indicate name of personnel and their involvement with you and this customer.

---

---

7. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)?

 Yes  No

If No, what concerns remains un-resolve?

---

---

Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below.

 Yes  No

Did you test drive the vehicle with the customer (s)?

 Yes  No

Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.

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[182976] - To: 3864871156 From: mwatso90@ford.com Reply-To: 8666114278 10/09/12 15:18:15 6:7

## BBB AUTO LINE: Dealer Report Form - Page 3 of 3

8. Was the customer offered a free service loaner or other courtesy transportation during service?

Yes  No If yes, on how many repair visits? 2What is the total number of days the customer was provided a free/complimentary loaner or rental? 15

9. What is the total number of days the vehicle been out of service for Ford warranty repairs at your dealership? 17

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

10. What additional actions, if any, have been taken to assist with the customer's concerns?

Nothing

11. Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request?

Yes  No 

a. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.

12. Did the customer accept the goodwill offer or respond with counter offer?

Yes  No 

a. If the customer responded with a counter offer, provide details of the offer.

13. Any Additional Comments:

Signature: Charles Brannister Title: Fixed Operations Manager Date: 10/10/12

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

[182976] - To: 386487136 From: marts09@ford.com Reply-To: 856234278 10/09/12 15:18:15 7.7

### Dealership Repair History Summary

BBB/CuDL case # \_1505112491\_

Customer: [REDACTED]

VIN: \_3FAHP0HA3BR [REDACTED]

WARRANTY  3/36 Bumper to Bumper  4/50 Bumper to Bumper  5/100 PowerStroke Diesel Engine WarrantyFORD ESP  PremiumCARE  ExtraCARE  BaseCARE  PowertrainCARE  RentalCARE  MaintenanceCARE

Expiration Date \_\_\_\_\_ Miles \_\_\_\_\_

PLEASE INDICATE TYPE  Goodwill ESP  Customer purchased retail ESP  NON-FORD ESP Name of Provider? \_\_\_\_\_

<u>RO Number</u>	<u>Date In</u>	<u>Date Completed</u>	<u>Total Days</u>	<u>Mileage</u>	<u>Customer's Concern</u>	<u>Action Taken</u>	<u>How Paid?</u> Warranty / AWA / ESP / Retail / Dealer Internal
[REDACTED]	9/4/11	9/4/11	1	2026	Gear Mileage	Perform fuel economy test get 30.4 mpg	Internal
[REDACTED]	3/29/12	4/11/12	4	12512	Power Steering Rattle/come on	Replace Rack + Pinion Gear	Warranty
[REDACTED]	8/6/12	8/8/12	1	18976	Clicking noise when hitting bumps	No Problem Found	Internal
[REDACTED]	8/17/12	8/28/12	11	19385	When turning steering- hangs up binding	Replaced Rack + Pinion Gear Back ordered part.	Warranty

Please duplicate, as necessary and attach additional sheets.

Revised: November 9, 2010

+ 9/25/12 FRA

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647

2588 W. US Hwy 90  
Lake City, FL 32056-1647

(386) 755-0630



LINCOLN MERCURY

**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. to 6:00 p.m.  
 Monday - Thursday  
 7:00 a.m. to 5:00 p.m. Friday

Estimate of Repair(s)

RIO Open Date	RIO Number
9/14/11	5030824/1
Date Received	Date Promised
8/33	Waiting
Current Mileage	Mileage Out
2026	
Service Advisor / Key Tag #	
DONALD N PRICE/3015	

LAKE CITY, FL		Stock Phone	Mobile Phone	Home Phone	Code	License Number
Year	Make	Model	Body			
2011	FORD	FUSION	4DR SDN SE FWD	RED CANDY		
25201	ZURICH SERVICE CONTRACT	76373 or 8/30/17 Ded	100			

Job Number	Description of Work	Code
1.	DRIVEABILITY NOT GETTING RATED MPH. GAUGE ON CAR SAYS 26MPH TEST ACCURACY, FIRST.	09FOZ WARR-Ford

3018

Job Number	Description of Work	Code
2.	PERFORM MULTI-POINT INSPECTION	55FOZ99P Customer Pay

Job Number	Description of Work	Code
3.		

Job Number	Description of Work	Code
4.		

Job Number	Description of Work	Code
5.		

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

**LIMITED WARRANTY:** The only warranty applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or services sold under the terms of this estimate. Seller does not guarantee the work performed in accordance with the estimate will correct any problem specified on the description of the complaint.

**Hazardous Waste Miscellaneous Supplies:** There may be a charge that represents costs and/or profit to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses.

\* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

\*\* State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (\$403.718), and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (\$403.718).

A storage fee of \$5.00 per day may be applied to vehicles which are not claimed within 3 working days of notification of completion.

Customer's Signature

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

METHOD OF PAYMENT:  CASH  CHECK  CREDIT CARD  OTHERBASIS FOR CHARGE:  FLAT RATE  HOURLY RATE  BOTHRETAIN PARTS:  YES  NO  ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.APPOINTMENT:  YES  NO  USED  REBUILT  RECONDITIONEDIF THE CHARGE FOR PREPARING AN ESTIMATE CANNOT BE PREDETERMINED THE CHARGE WILL BE BASED ON:  
 FLAT RATE  HOURLY RATE  BOTH

**PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:**

**I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.**

I REQUEST A WRITTEN ESTIMATE.

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ . THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED

DATE

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ORIGINAL ESTIMATE \$ \_\_\_\_\_ ADDL REPAIRS \$ \_\_\_\_\_  
OKD BY: \_\_\_\_\_

AUTHORIZED ADDL REPAIRS \$ \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

10/10/2012 WED 11:31 PAX 386 758 3017 Rountree-Moore Ford LLLP

M014/032

Work Order ID:  
Customer Number  
Time Printed

4/2/12 11:58 AM

## Ford : Fusion : 2010-12 : Front Wheel Drive

## Front : Left

Actual	Before	Specified Range
-0.2°	-0.1°	-0.6° 0.7°
3.7°	3.7°	2.8° 4.8°
0.07°	-0.02°*	0.00° 0.20°
4.1°	4.1°	
4.0°	4.0°	

## Front : Right

Actual	Before	Specified Range
-0.2°	-0.2°	-0.6° 0.7°
3.6°	3.6°	3.3° 5.3°
0.15°	0.00°	0.00° 0.20°
4.3°	4.3°	
4.1°	4.1°	

Camber  
Caster  
Toe  
SAI  
Included Angle  
Turning Angle Diff.

## Front

Actual	Before	Specified Range
0.0°	0.1°	-1.0° 1.0°
0.1°	0.1°	-1.5° 0.5°
-0.2°	-0.2°	
0.22°	-0.02°*	0.00° 0.40°

## Rear : Left

Actual	Before	Specified Range
-1.1°	-1.1°	-2.0° -0.5°
0.16°	0.14°	0.00° 0.24°

## Rear : Right

Actual	Before	Specified Range
-1.3°	-1.3°	-2.0° -0.5°
0.09°	0.09°	0.00° 0.24°

Cross Camber  
Total Toe  
Thrust Angle

## Rear

Actual	Before	Specified Range
0.3°	0.3°	
0.23°	0.23°	0.04° 0.44°
0.03°	0.03°	-0.60° 0.60°

\* This value is not within specification. Tire wear, handling and safety problems may result.

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1847  
2588 W. US Hwy. 90  
Lake City, FL 32055-1847  
(386) 755-0830

**4 DAYS.**

SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

P.O. Open Date	P.O. Number
3/29/12	6038818/1
Reprint	
12512	12512
WILLIAM E SANCH/1837	
3FAHP0HA3BR	
8/30/11	8/30/11
RED CANDY	

M18079

LAKE CITY, FL	Work Phone	Vehicle License Plate Number
		3FAHP0HA3BR
	Home/Mobile	Delivery Date
		8/30/11
Year	Model	Body
2011	FORD	4DR SDN SE FWD
25201		Color
		Reverse Planner

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - QL 55FOZ: CHANGE ENGINE OIL AND REPLACE OIL FILTER. EVERY 3,000 MILES OR 3 MONTHS, WHICHEVER OCCURS FIRST Work performed by NICK WAGNER (976) Kit: PK3614 Installed OIL :VAL OIL Installed 3614 :FL-6731 Sub Total: Labor: 6.75 Parts: 15.20 Total: 21.95	6.75 15.20 Included Included
#2 - MR 03FOZ: STEERING/SUSPENSION POWER STEERING LIGHT CAME ON AND MADE STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON Caused by TEST DROVE VEHICLE. ALL OK. SCANNED FOR DTC S. C1277, C1963, DIRECTED TO FLOW CHART. PINPOINT TEST F1. CHECK AIR IN FRONT TIRES, IS AIR CORRECT? GO TO F2. PUT VEHICLE ON HOIST, TURN TIRES FROM STEERING LOCK TO LOCK. ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING? NO. GO TO F3. REMOVE BOTH OUTER TIE RODS AND RACK BELLows BOOTS AND INSPECT FOR CORROSION, RUST, MOISTURE. IS ANY PRESENT? NO. INSTALL A NEW EPAS GEAR. Corrected by 12651D: (C50) (42) Work performed by Martin Hatcher (727)	Power Steering Warranty
Corrected by 12651D45: Work performed by Martin Hatcher (727)	Warranty
Corrected by 3504A: Work performed by Martin Hatcher (727)	Warranty

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	
PARTS	
DEDUCTIBLE	
BUBLET	
BON SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX LD.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS ON SPECIAL ORDERS

X

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

150 Open Date	R/O Number
3/29/12	6038818/2
360 Close Date	None
4/02/12	Reprint
Editorial	Editorial Out
12512	12512
	Service Advisor / Sales

WILLIAM E SANCH/1837

LAKE CITY, FL	Work Phone	Cell & Mobile Phone Number
		3FAHP0HA3BR
	Home Phone	Delivery Date
		8/30/11
2011	FORD	By Service Date
25201	FUSION	By Service Month
	4DR SDN SE FWD	RED CANDY

## DESCRIPTION OF SERVICE WORK PERFORMED

Corrected by 3001A:

Work performed by Martin Hatcher(727)

Corrected by 3001A1:

Work performed by Martin Hatcher(727)

Installed AB5Z 3504 CE :GEAR ASY - STEERING  
ORDERED NEW GEAR. LIFTED VEHICLE ON HOIST.  
REMOVED ENGINE CRADLE TO ACCESS EPAS RACK AND  
PINION. REMOVED RACK FROM CRADLE. INSTALLED  
NEW RACK IN CRADLE. INSTALLED CRADLE IN  
VEHICLE. REPROGRAMMED RACK. ERASED CODES:  
REALIGNED VEHICLE. ALL OK.

WPI

AMOUNT

Warranty

Warranty

Warranty

#3 - QL 55FOZ99P: PERFORM MULTI-POINT INSPECTION  
Sub Total: Labor: .00 Parts: .00 Total: .00

#4 \* MR 18FOZ: RENTAL

Work performed by 7042 : 348767 ()

*Goodwill  
Rental*

Warranty

\* THANK YOU FOR CHOOSING ROUNTREE MOORE  
\* FORD-LINCOLN AND NOW \*\*\*\*\*KIA\*\*\*\*\*

Please Note: TEST DROVE AND INSPECTED FOR BRAKES ALL IS  
WORKING ACCORDING TO FACTORY SPECS

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

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. And the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	6.75
PARTS	15.20
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	1.54
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	23.49
CREDIT/DEB (PD) 051703	23.49

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

## ARMS® - Automated Rental Management System

Page 1 of 2



Create Reservation Find Customer

Action Items Completed Actions Reports Administration Help

## Customer File

Fax: [REDACTED] Rental Status: Pending

Go to Notebook

Assign

Dealership: 01 ROUNTREE MOORE FORD Fit Owner: [REDACTED]

 Set Last Day  Proceed  Skip >

\* Denotes required field

## Extensions

Extension requested for:  
0 additional authorized days to 4/8/12  Extend RentalRate Class: Economy  View Rates

## Recent Notes

- 4/8/12 8:23 PM    5 - Authorization changed by PRICE, DONNA at 8:23 PM.  
 5 - Rental extended by PRICE, DONNA at 8:23 PM for 8 day(s).  
 5 - Current authorized date is 4/8/12.  
 5 - Extended 5 days at No Limit/Day.
- Or Sent, R= Received, N= Note To G&B, A= Note to Repair Facility
- \* Time is displayed based on your local time zone: GMT-04:00

Go to Notebook

## Authorization Summary

Rental Pending on: 4/2/12  
 Rental Start Date: 3/29/12 @ 12:22:00 PM  
 Last Authorized Date: 4/8/12  
 Days Authorized to Date: 8 days @ No Limit/Day  
 Does not include fees and surcharges

## Renter Information

Last Name: [REDACTED] \* Phone Numbers:  
 First Name: [REDACTED] Work [REDACTED] Ext.:  
 Address: [REDACTED] Home [REDACTED] Ext.:  
 City: LAKE CITY E-mail:  
 State: FL

## Additional Driver Information

AP# or ROM/PO#: 6000018 Additional Driver:

 Set Last Day  Proceed  Skip >

## VEHICLES RENTED

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
3/29/12 12:22 PM	2011	FORD	FUSION	3FAHP0HABSR [REDACTED]	0	0	0	\$25.00

## NOTEBOOK

 Extension  Request Extension  Maintain Authorization

Date: 4/8/12 Author: PRICE, DONNA

## Message

Authorization changed by PRICE, DONNA at 8:23 PM.  
 Rental extended by PRICE, DONNA at 8:23 PM for 8 day(s).  
 Current authorized date is 4/8/12.  
 Extended 5 days at No Limit/Day.



5 days

Rental Company: ENTERPRISE RENT-A-CAR  
Invoice: [REDACTED]

3/29-4/2

BILL TO: N40163  
 ROUND TREE MOORE FORD\*\*  
 ATTN: WILLIE SANCHEZ  
 null

## RENTER INFORMATION:

Renter: [REDACTED]

RENTAL INFORMATION:  
 Rental Branch Location:  
 ENTERPRISE RENT-A-CAR (4314)  
 129 NW GWEN LAKE AVE  
 LAKE CITY, FL 320563711  
 (386) 755-4005

ADDITIONAL CLAIM INFORMATION:  
 AP# or RO#/PO# [REDACTED]

Owner's Vehicle: 2012 FORD FUSION  
 Additional Driver:

Repair Facility:  
 ROUND TREE-MOORE FORD  
 LAKE CITY, FL 32056  
 (386) 755-0830

## VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
3/29/12 12:22 PM	2011	FORD	FUSI	3FAHP0HA5BR [REDACTED]	21365	21588	223	\$24.38

## RENTAL DETAIL:

Rental Period: 3/29/12 to 4/2/12 (5 days)  
 Billed Period: 3/29/12 to 4/2/12 (5 days)

Products and Services	Rate	Amount
2 HOURS @	8.58	\$17.16
4 DAYS @	24.38	\$97.52
Taxes and Surcharges		
1 SURCHARGE	3.10	\$3.10
<b>Total Charges:</b>		\$117.78
<b>Less Amount Received:</b>		\$0.00
<b>Total Amount Due:</b>		\$117.78

## Rental Invoice

Please Return This Portion with Remittance

Make Payment To:  
 ENTERPRISE RENT-A-CAR (4399)  
 11034 ATLANTIC BLVD  
 JACKSONVILLE, FL 32252902  
 Federal ID: 69-1884428

Total Charges: \$117.78  
 Less Amount Received: \$0.00  
 Total Amount Due..... \$117.78

Please include on your check:  
 Invoice: [REDACTED]

100

only

TECHNICALS DETAILED FOR MAINTENANCE DUTIES AND COMPLIANCE | PARTS  
Test drove vehicle. All OK.

Scanned for OTC. Found C-1277, C-1969

Directed to flow chart. Pinpoint test.

F1 - Check air in front tires. Is air correct. Yes  
go to

F2 - put vehicle on hoist, turn tires from side to side, lock to lock. Are there any unusual noises or binding in steering. No - go to F3.

F3 - Remove both outer tie rods and rack bellows boots and inspect for corrosion, moisture. Is any present? No, go to install a new E.P.A.S. gear.

Digitized by srujanika@gmail.com

CONTINENTAL Drafedal new gear.

### • Genetics

13:30-14:00M Lifted vehicle on hoist. Removed engine cradle to access EPAS rack & pinion. Removed rack from cradle.

## Parts Return

D 3504

3864871156 >>

2012-10-10 04:22 FORBDBARTS

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

PO Open Date	PO Number
8/08/12	6041144/1
PO Close Date	Status
8/13/12	Reprint
Mileage	Mileage Out
18976	18976
Service Advisor Job#	
TANNER WARNER/3803	
Vehicle Identification Number	
3PAHP0HA3BR	
Delivery Date	Delivery Date
8/30/11	8/30/11
Color	Customer Number
RED CANDY	

MVA972

LAKE CITY, FL	Work Phone	Home Phone	Delivery Date	Delivery Date
2011 FORD FUSION	4DR SDN SE FWD	RED CANDY		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 09FOZ: DRIVEABILITY C/S CLICKING NOISE WHEN HITTING BUMPS AND BRAKES SOUNDS LIKE SOMETHING IS LOOSE Caused by NPF Work performed by Martin Hatcher (727)	Front End Noise
* THANK YOU FOR CHOOSING ROUNTREE MOORE	*
* FORD-LINCOLN AND NOW *****KIA*****	*
*****	*****

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

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and shall neither assume nor authorize any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
BUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>.00</b>

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



**SERVICE DEPARTMENT HOURS:**  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

R/O Open Date	R/C Number
8/17/12	6044537/1
Time Received	Time To Be Completed
12/22	8/17-17:00
Current Mileage	Mileage Out
39385	19409
Estimate of Repair	
Service Advisor / Key Tag #	
TANNER WARNER/3412	

MV8972

LAKE CITY, FL	Work Phone	Vehicle Identification Number
	Phone Prefix	5EAHP0A3B
	Delivery Date	Service Date
8/30/11	8/30/11	8/30/11
Year	Make	Model
2011	FORD	FUSION
4DR SDN SE FWD	Color	RED CANDY
25201 ZURICH SERVICE CONTRACT 76373 or 8/30/17 Ded 100		

Job Number	Description of Work	Code
1.	STEERING/SUSPENSION C/S WHEN TURNING ACTS LIKE ITS HANGING UP <i>order electric rack pinion</i>	93FOZ WARR-Ford WARR-Ford

Job Number	Description of Work	Code
2.	TRANSMISSION CONCERN CUSTOMER STATES C/S REV'S HIGH ACTS LIKE IT DOESN'T WANT TO SHIFT	77FOZCLNG WARR-Ford WARR-Ford

Job Number	Description of Work	Code
3.		

Job Number	Description of Work	Code
4.		

Job Number	Description of Work	Code
5.		

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

**LIMITED WARRANTY:** The only warranty applying to me parts installed in accordance with the estimates are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor endorses any other person to assume it. It is liability in connection with the sale of products or services sold under the terms of this estimate. Seller does not guarantee the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Hazardous Waste Mitigation Supplies: There may be a charge that represents costs and/or profile to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses.

\* The charge represents costs and profile to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

- State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (\$403.718), and a \$1.00 fee to be collected for each new or remanufactured battery sold in the state (\$403.718).

A storage fee of \$6.00 per day may be applied to vehicles which are not claimed within 3 working days of notification or completion.

All parts and labor are guaranteed for 12 months/12,000 mile warranty (whichever comes first) unless otherwise stated.

Customer's Signature: *[Signature]*

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

METHOD OF PAYMENT	<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> OTHER
BASIS FOR CHARGE:	<input type="checkbox"/> FLAT RATE	<input type="checkbox"/> HOURLY RATE	<input type="checkbox"/> BOTH	
RETAIN PARTS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE	
APPOINTMENT:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> USED	<input type="checkbox"/> REBUILT
IF THE CHARGE FOR PREPARING AN ESTIMATE CANNOT BE PREDICTED IN ADVANCE, THE CHARGE WILL BE BASED ON: 1 FLAT RATE      2 HOURLY RATE      3 BOTH				

**PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:**  
**I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.**

I REQUEST A WRITTEN ESTIMATE.  
 I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ . THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED.

DATE

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ORIGINAL ESTIMATE (PARTS & LABOR) \$ \_\_\_\_\_ ADJL. REPAIRS OK'D BY: \_\_\_\_\_

AUTHORIZED ADJL. REPAIRS \$ \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

TIME DECODING	TECH	TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION	PARTS	ITEM NO. & QTY
ON 10:27 10/10/12	ON	Complaint Front drove vehicle and verified intermediate		
OFF 10:27 10/10/12	ON	Cause of power steering. Ordered rack & pinion.		
ON	Correction	Replaced eng. cradle and installed new rack.		
OFF 10:27 10/10/12	ON	Realigned front end. AM OK.		
OFF				
ON		Complaint		
OFF		Cause		
ON 10:27 10/10/12	ON	Correction		
OFF				
ON				
OFF				
ON		Complaint Check doors up		
OFF	ON	Cause Test EEC Power		
ON	Correction	Check doors		
10:27 10/10/12		Road Test Monitor Pads		
10:27 10/10/12		Reprogram Temp/Idle KAM		
10:27 10/10/12	ON	Road Test Fox 153		10-05-12
10:27 10/10/12				

INSPECTION	NEEDS ATTN.	OK	ESTIMATE JOB 1 120.65 <sup>b</sup>	
1. BLADES	<input type="checkbox"/>	<input type="checkbox"/>		
2. AIR FILTER	<input type="checkbox"/>	<input type="checkbox"/>		
3. PLUG IGNITION WIRES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
4. SPARK PLUGS	<input type="checkbox"/>	<input type="checkbox"/>		
5. FUEL FILTER	<input type="checkbox"/>	<input type="checkbox"/>		
6. BRAKES	<input type="checkbox"/>	<input type="checkbox"/>		
7. E BRAKE	<input type="checkbox"/>	<input type="checkbox"/>		
8. SERV DLT ALL	<input type="checkbox"/>	<input type="checkbox"/>		
9. COOLING SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>		
10. EXHAUST	<input type="checkbox"/>	<input type="checkbox"/>		
11. SHOCKS STRUTS	<input type="checkbox"/>	<input type="checkbox"/>		
12. CHECK BATTERY	<input type="checkbox"/>	<input type="checkbox"/>		
13. CV BOOTS	<input type="checkbox"/>	<input type="checkbox"/>		
14. STOP/TAIL/TURN LIGHT BULBS: WIPERS	<input type="checkbox"/>	<input type="checkbox"/>		
15. TIRES	<input type="checkbox"/>	<input type="checkbox"/>		
ROAD TEST			ESTIMATE JOB 2	
YES <input type="checkbox"/>	NO <input type="checkbox"/>			
			ESTIMATE JOB 3	
			Shop Supplies and Waste Disposal This charge represents costs and profits to the minor repair facility for miscellaneous shop supplies or disposal (e.g. 99.90/ea.)	
			Tire and Battery Disposal Fee The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [s. 403.718], and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403.718].	3004

8/17-8/28

11 Days

Page 1 of 1

ENTERPRISE LEASING COMPANY (A FLORIDA CORPORATION), 129 NW GLEN LAKE AVE, LAKE CITY, FL 32053-3711 (386) 755-4005

RENTAL AGREEMENT RE#  
352196 3GUTST

RENTER [REDACTED]

## SUMMARY OF CHARGES

DATE & TIME OUT  
08/17/2012 04:00 PM  
DATE & TIME IN  
08/28/2012 04:01 PM

BILLING CYCLE  
24-HOUR

VEN #2 2011 CHEV IMPALA LT  
VIN# 2G1WC5EKOBI [REDACTED]

LIC# [REDACTED]  
MILES DRIVEN 37

VEN #1 2011 CHEV MALIBU LT4

VIN# 1G1ZD5EU3BA [REDACTED]  
LIC# [REDACTED]  
MILES DRIVEN 516

BILL TO ACCOUNT  
ROUNTRREE-MOORE FORD  
ATTN: TANNER  
P O BOX 1647  
LAKE CITY, FL 32056

CLAIM INFO  
7004747  
TYPE CAR: FUSION  
SHOP: ROUNTRREE-MOORE FORD  
PHONE: (386) 755-0630

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	08/17 - 08/28	11	DAY	\$22.72 *	\$249.97
REFUELING CHARGE	08/17 - 08/28				\$0.00
					Subtotal: \$249.97
Taxes & Surcharges					
SALES TAX	08/17 - 08/28			7%	\$17.99
TIRE AND BATTERY FEE	08/17 - 08/28	11	DAY	\$0.02	\$0.22
VLF REC-VEHICLE LICENSE FEE	08/17 - 08/28	11	DAY	\$0.62	\$6.82
					Total Charges: \$275.00
<u>SHI-Ts / Deposits</u>					
ROUNTRREE-MOORE FORD					
TIME & DISTANCE	08/17 - 08/28	11	DAY		
REFUELING CHARGE	08/17 - 08/28				
SALES TAX	08/17 - 08/28	1	PERCENT	7%	
TIRE AND BATTERY FEE	08/17 - 08/28	11	DAY		
VLF REC-VEHICLE LICENSE FEE	08/17 - 08/28	11	DAY		
					Subtotal: (\$275.00)

Total Amount Due \$0.00

PAYMENT INFORMATION  
AMOUNT PAID TYPE

CREDIT CARD NUMBER

\* The "Rate" has been calculated to exclude taxes and/or surcharges which are included in the rate, resulting in a rounded "Rate". The "Total" is correct, however "Rate" multiplied by "Quantity" may not equal "Total".

6014537

8/29/2012

PE14-030 000546LC

TSB 12-6-12

Page 1 of 1

<a href="#">Printable View (88 KB)</a>	
TSB 12-6-12	* 6F35 TRANSMISSION - INTERMITTENT HARSH 1-2 OR HARSH 5-6 SHIFT, LATE 4-5 (2L) OR 4-5 SHIFT FLARE COLD - NO DIAGNOSTIC TROUBLE CODES - BUILT ON OR BEFORE 6/6/2012
Publication Date: June 26, 2012	

FORD: 2011-2012 Fusion, Escape  
 MERCURY: 2011 Milan, Mariner

The article supersedes TSB 12-4-7 to add a production fix date.

#### ISSUE:

Some 2011-2012 Escape, Fusion, 2011 Mariner and Milan vehicles built on or before 6/6/2012 and equipped with a 6F35 transmission may exhibit an intermittent harsh 1-2 shift or harsh 5-6 shift regardless of temperature or soak time. Additionally, 4-5 shift flare may be experienced after an extended cold soak on the first few 4-5 shifts of the day. 2.5L equipped vehicles with late 4-5 shift events and/or high RPMs being experienced may also benefit from this calibration update.

#### ACTION:

Follow the Service Procedure steps to correct the condition.

#### SERVICE PROCEDURE

1. Reprogram the powertrain control module (PCM) to the latest calibration using Integrated Diagnostic System (IDS) release 78.02A and higher. This new calibration is not included in the VCM 2012.3 DVD. Calibration files may also be obtained at [www.motorcraft.com](http://www.motorcraft.com).
2. Verify that the transmission fluid level is at the top of the operating range if vehicle is not used for recreational flat towing behind a motorhome at a transmission fluid temperature of 85 °C (185 °F).

**NOTE:** PLEASE ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.

#### WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage  
 IMPORTANT: Warranty/EWP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/EWP coverage limits are determined by the identified causal part and verified using the OEM/S part coverage tool.

OPERATION	DESCRIPTION	TIME
120612A	2011-2012 Escape And Fusion, 2011 Mariner And Milan: Reprogram The PCM, Check And Correct The Transmission Fluid Level (Do Not Use With Any Other Labor Operations)	0.4 H:

#### DEALER CODING

BASIC PART NO.	CONDITION CODE
RECAL	04

**NOTE:** The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs them of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". We ask drivers that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the situation applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine warranty and extended service coverage that would be applied in the TSB area. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

Copyright © 2012 Ford Motor Company

10/10/2012 WED 11:30 FAX 386 758 3017 Rountree-Moore Ford LLLP

025/032

Work Order ID  
Customer Number  
Time Printed

[REDACTED]  
8/27/12 4:49 PM

Ford : Fusion : 2010-12 : Front Wheel Drive

Front : Left

Actual	Before	Specified Range
0.0°		-0.8° 0.7°
		2.6° 4.8°
0.09°		0.00° 0.20°

Front : Right

Actual	Before	Specified Range
-0.4°		-0.8° 0.7°
		3.3° 5.3°
0.13°		0.00° 0.20°

Cross Camber  
Cross Caster  
Cross SAI  
Total Toe  
Cross Turn Diff.

Actual	Before	Specified Range
0.3°		-1.0° 1.0°
		-1.5° 0.5°
0.22°		0.00° 0.40°

Front

Camber  
Toe

Actual	Before	Specified Range
-0.8°		-2.0° -0.6°
0.20°		0.00° 0.24°

Rear : Right

Actual	Before	Specified Range
-1.5°		-2.0° -0.6°
0.06°		0.00° 0.24°

Cross Camber  
Total Toe  
Thrust Angle

Actual	Before	Specified Range
0.7°		
0.26°		0.04° 0.44°
0.07°		-0.50° 0.50°

Rear

# ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647  
2553 W. US Hwy 90  
Lake City FL 32056-1647  
(386) 754-0830



9/25-9/28 4 Days.

SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

# Order Date	Order Number
9/25/12	5045942/1
8:02	9/25 17:00
19429	
	TANNER WARNER/3589

MV8972

Job Number	Description of Work	Code
		3FAHP0HA3BR
		Delivery Date
		8/30/11
Year	Make	Model
2011	FORD	FUSION
4DR SDN SE FWD		
RED CANDY		
25201 ZURICH SERVICE CONTRACT 76373 or 8/30/17 Ded 100		

Job Number	Description of Work	Code
1.	TRANSMISSION CONCERN CUSTOMER STATES C/S NOT CATCHING LIKE IT SHOULD HAS A HESITATION	77FOZCLING WARR-Ford WARR-Ford

Cold Start

Job Number	Description of Work	Code
2.	STEERING/SUSPENSION 4/2/12 - 8/31/12 730-01-01 01JA	03FOZ WARR-Ford

Job Number	Description of Work	Code
3.		

Friday, 9/28 Pickup

Per SN. (1071)

Job Number	Description of Work	Code
4.		

7004870

Job Number	Description of Work	Code
5.		

I hereby authorize the repair work heretofore set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or property left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you under your authorized permission to operate this vehicle herein described on streets, highways or elsewhere for the purpose of making and/or measuring. An express measure. I am hereby acknowledged on above vehicle to secure the amount of retain per the LIMITED WARRANTY. The only warranty applying to the part(s) installed at this service is the express warranty. I hold you limited warranty or merchantability, limited to a particular purpose, and render no other nor any implied warranty. I further warrant that if any liability in connection with the sale of products or services sold under the terms of this estimate. Dealer does not guarantee the work performed in accordance with this estimate will correctly perform as specified on the description of the complaint.

Hazardous Waste Myco Rancorous Supplies. There may be a charge that represents costs and/or profit to the motor vehicle repair facility for items such as miscellaneous shop supplies and/or waste disposal expenses.

\* This charge represents costs and profit to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

\*\* State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [ s. 403.718], and a \$1.00 fee to be collected for each new or remanufactured battery sold in the state [ s. 403.719].

A storage fee of \$5.00 per day may be applied to vehicles which are not started within 3 working days of notification or completion.

All parts and labor are guaranteed for 12 months/12,000 miles warranty (whichever comes first) unless otherwise stated.

Customer's  
Signature:

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

METHOD OF PAYMENT:  CASH  CHECK  CREDIT CARD  OTHER

BASIS FOR CHARGE:  FLAT RATE  HOURLY RATE  BOTH

RETAIN PAYMENT:  YES  NO ALL PARTS INSTALLED ARE NEW  
UNLESS SPECIFIED OTHERWISE.

APPOINTMENT:  YES  NO USED  REPAIR  RECONDITIONED

IF THE CHARGE AND AMOUNT OF AN ESTIMATE / QUOTE IS NOT STARTED IMMEDIATELY, THE FORDPARTS WILL BE A DRAFT FEE.

3864871156 >> Brightbox

p 2/3

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$100.

I REQUEST A WRITTEN ESTIMATE.

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$

THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED

DATE

NAME AND PHONE NUMBER OF ANOTHER PERSON WHO MAY AUTHORIZE REPAIR WORK:

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ORIGINAL ESTIMATE  
(PARTS & LABOR) \$ \_\_\_\_\_ ADD'L REPAIRS  
COST BY

AUTHORIZED  
AD'L REPAIRS \$ \_\_\_\_\_ DATE

TIME

2012-10-10 09:02 FORDPARTS

PE14-030 000549LC

TIME RECORDING	TECH	TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION	PARTS
ON	Complaint	PMSI PSCM	
OFF	Cause	check ECM calibration	
ON	Correction	Replace both lower cylinder arms - associated hardware per shop manual - fasteners from LS gear per new - If it says "Inval + O's card find D17!"	
OFF			
ON	Complaint		
OFF	Cause	topped off transmission fluid	
ON	Correction	Grease seal pieces per online WSM Tire front center	
OFF			
ON			
ON	16	Complaint Reserve Front Rotor - VCB	
OFF	Cause	Rotor Eccentric Runout	
ON	Correction	Right Front Brake cutting 25.31 Right Front AP front cutting 24.91 Left Front Brake 25.40 Left Front AP front 24.98	
OFF			
ON			
ON			

INSPECTION	NEEDS ATTN.	OK
1. BLADDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. AIR FILTER CDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. PLUG IGNITION WIRES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. SPARK PLUG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. FUEL FILTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. BRAKES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. E. BRAKE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. SEAT BELT ALL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. COOLING SYSTEM	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. SERVOSICL CDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. SHOCKS STRUTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. CHECK BATTERY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. CV BOOTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. STOP/TAIL TURN LIGHT BULBS WIPERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TIRES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ROAD TEST		
YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ESTIMATE JOB 1  
Per hour work \$10.00  
Shop Maint. To Power needs  
Per hour work \$10.00 To Service.  
See att Shkd #1

ESTIMATE JOB 2  
Vehicle with Ford rep. for 1/2 day.  
No time stamped for this labor. No  
problem found with power steering  
No sag found. Re-aligned front end.

ESTIMATE JOB 3  
Shop Supplies and Waste Disposal:  
The charge includes costs and benefits to a disposal facility for Miscellaneous shop supplies or disposal (\$559.9044D)

Tire and Battery Disposal Fee:  
The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state or the equivalent of a \$1.00 to be collected for each new or remanufactured battery sold in the state (\$403.7185) PJ 3078



## BBB AUTO LINE

October 10, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: FRD1228711 [REDACTED] vs Ford Motor Corporation 3fahp0ha3br [REDACTED]

Dear Madam/Sir:

Enclosed are:

- \* the *Agreement to Arbitrate*;
- \* Arbitrator Listing Sheet(s);
- \* a map to the hearing site;
- \* Hearing Format Outline;
- \* *Notice of Hearing/Inspection*; and,
- \* a Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 241

**Council of Better Business Bureaus, Inc.**  
3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



## BBB AUTO LINE

October 10, 2012

LAKE CITY FL [REDACTED]

Re: FRD122871 [REDACTED] vs Ford Motor Corporation 3fahp0ha3b [REDACTED]

Dear [REDACTED]:

Enclosed are:

- \* The *Agreement to Arbitrate*;
- \* The Arbitrator Listing Sheet(s);
- \* A map to the hearing site;
- \* The Hearing Format Outline;
- \* The *Notice of Hearing/Inspection*; and,
- \* A Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. **If there are issues/problems you would like to discuss, which are not listed on the Agreement, you must contact me 72 hours prior to your hearing date. Otherwise, you will only be able to discuss those issues currently listed on the Agreement.**

The *Notice of Hearing/Inspection* lists the date, time and location of your arbitration hearing and/or inspection. The manner in which the manufacturer's representative will participate in the hearing is indicated on the *Notice of Hearing/Inspection*.

As you prepare for your upcoming arbitration hearing, you may want to view video clips of a hearing on our website at: [www.bbb.org/us/auto-line-arbitration/](http://www.bbb.org/us/auto-line-arbitration/) The short video clips are intended to familiarize you with the process so you will know what to expect at your arbitration.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 241

## Inspection Report

**Customer:** \_\_\_\_\_ **Case #:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_

Arbitrator's Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Location of Inspection: \_\_\_\_\_

Vehicle Information: Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Mileage: \_\_\_\_\_ VIN: \_\_\_\_\_

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:  
\_\_\_\_\_  
\_\_\_\_\_

Was a test drive conducted? [ ] Yes [ ] No      How long was the test drive? \_\_\_\_\_ Minutes

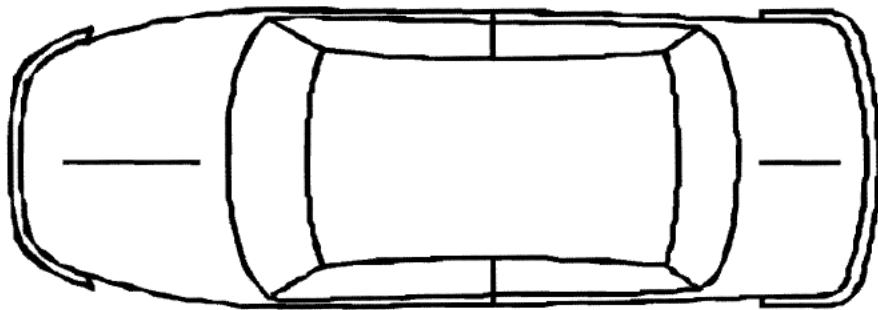
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):  
\_\_\_\_\_  
\_\_\_\_\_

### **Exterior**

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : \_\_\_\_\_

What damage is beyond normal wear and tear?  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate damage below:



### **Interior**

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : \_\_\_\_\_

What damage is beyond normal wear and tear?  
\_\_\_\_\_  
\_\_\_\_\_



## BBB AUTO LINE

### Record of Arbitration Hearing (To Be Completed by Arbitrator)

Below please list any/all evidence you received from the parties during the hearing and after the initial packet that accompanied the *Notice of Hearing* and summarize the testimony of the parties and their witnesses.

Case No: \_\_\_\_\_ Date of Hearing: 10/22/12

Consumer and Attorney (if any): \_\_\_\_\_

Company and Representative Name: Ford Motor Company

Arbitrator(s): \_\_\_\_\_

Hearing Location/Address: \_\_\_\_\_  
\_\_\_\_\_

1. Type of Hearing

Consumer:

- In Person
- Written
- Telephone

Company:

- In Person
- Written
- Telephone

2. Consumer and Witnesses

*Summary of Relevant and Material Testimony  
of the consumer and any witnesses*

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3. Witnesses for Company

Name of Witness

Summary of Relevant and Material Testimony

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4. Impartial technical expert or other witnesses

Name of Witness

Summary of Relevant and Material Testimony

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5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: [REDACTED]

---

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

#### Arbitrator Information

**Arbitrator's Name:** Martin Cohen

**Arbitrator's Occupation:**

Responsibility for \$100M speciality business

**Arbitrator's Biography:**

Mr. Cohen has an engineering background and worked for more than 30 years in a large manufacturing/marketing corporation, retiring as Business Director. He then owned and operated a small engineering oriented home inspection business. Mr. Cohen is also certified by the Florida Supreme Court as a County Mediator. He has served as a County Mediator since 1993 and began serving BBB both as a mediator and arbitrator in 2006.

Mr. Cohen holds both a BS and MS degree from Ohio State University.



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED],

Case Number: [REDACTED]

---

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

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Responsibility for \$100M speciality business

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Mr. Cohen holds both a BS and MS degree from Ohio State University.



## BBB AUTO LINE

### NOTICE OF HEARING/INSPECTION

Date: 10/10/12

Case Number: [REDACTED]  
Customer: [REDACTED]

Business: Ford Motor Company  
Mfr Info: 6700 FL 3fahp0ha3br230751

Arbitrators: Mr. Martin Cohen

Hearing Date, Time, Place: 10/22/12 2:30 EST  
BBB of Northeast Florida and The Southeast Atlantic  
4417 Beach Blvd., Suite 202  
Jacksonville, FL 322070000

Hearing Site Phone: (904) 724-8243  
AUTOLINE Director Phone: (904) 724-8243 Fax : (904) 727-9542

Customer Will Participate:  in person  by phone  in writing  
Manufacturer Will Participate:  in person  by phone  in writing

Customer Represented By:  Self  Attorney

#### INSTRUCTIONS

1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the arbitration process.

**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

### Arbitration Hearing Format

#### Arbitrator's Opening Statement

#### Parties' Presentations

- A. Presentation of consumer's testimony, evidence and witness(es)  
[20 minutes]
- B. Presentation of business' testimony, evidence and witness(es)  
[20 minutes]

#### Questioning

- A. Questions, comments and rebuttals by consumer [5 minutes]
- B. Questions, comments and rebuttals by business [5 minutes]
- C. Questions by arbitrator

#### Inspection

- A. Arbitrator instructs parties about inspection/test drive procedures
- B. Inspection (and test drive, if necessary)
- C. Questions or comments about inspection (and test drive) by consumer  
[5 minutes]
- D. Questions or comments about inspection (and test drive) by business  
[5 minutes]
- E. Questions about inspection (and test drive) by arbitrator

**Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.**

#### Closing the Hearing

- A. Final questions, testimony or evidence by either party [10 minutes]
- B. Final questions by arbitrator
- C. Closing statement by consumer [5 minutes]
- D. Closing statement by business [5 minutes]

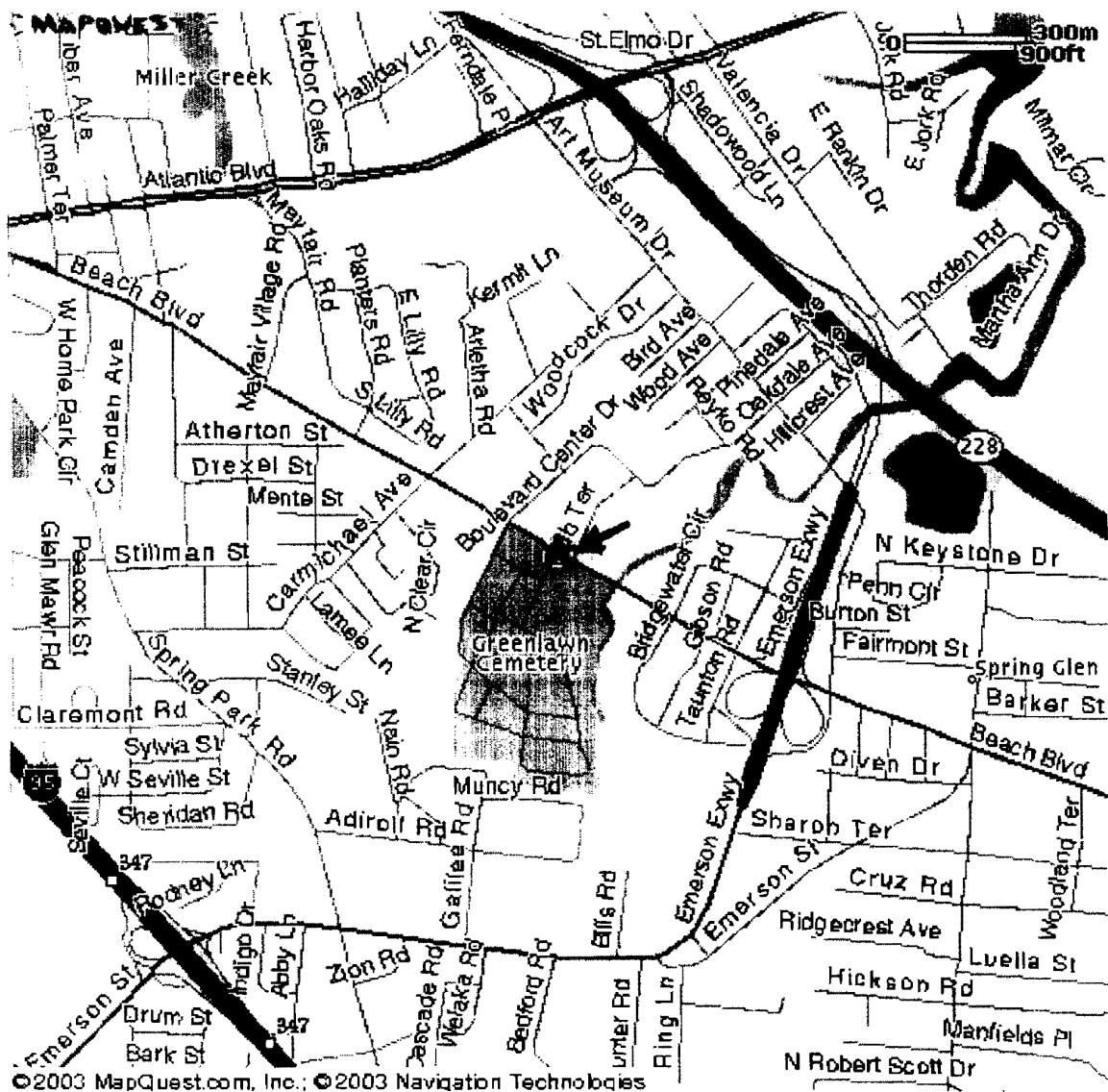
## **Opening Statement**

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- Welcome the parties and thank them for using arbitration.
- Administer the *Oaths of Participant*.
- State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- Review the hearing format, which is included in the hearing packet.
- Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- Explain the decision is conditionally binding, and confirm the parties understand what that means.
- Read aloud and confirm the *Agreement to Arbitrate*.
- Explain that no decision will be divulged today, but a written decision will be sent to the parties.

**BBB of Northeast Florida**  
4417 Beach Blvd., Suite 202  
Jacksonville, FL. 32207  
(904)721-2339

**DIRECTIONS**



HSB 0403 - 03/20/03

PE14-030 000562LC



## BBB AUTO LINE

### AGREEMENT TO ARBITRATE

Date: 10/05/2012

Case Number: [REDACTED]

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 FL 3fahp0ha3br [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Ford Fusion  
Year : 2011

All parties named above submit to arbitration the following:

- 1) Steering Loss
- 2) Transmission Failure

The parties have come to agreement on the following: N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase  
Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:  
Purchase price: [REDACTED] (reflects the deduction of a rebate, if applicable)

\*  
\*  
\*  
\*  
\*  
\*

(\* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following: N/A

**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32055-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

PO Open Date	PO Number
3/29/12	6038818/1
Service Type	Reprint
Employee ID	WAGNER, NICK
12512	12512
Repair Estimate Type	
<b>WILLIAM E SANCH/1837</b>	

MV8972

LAKE CITY, FL	Work Phone	Local, Long Distance
	Home Phone	Residence Only
2011 FORD FUSION	Body	Customer Number

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - QL 55FOZ: CHANGE ENGINE OIL AND REPLACE OIL FILTER, EVERY 3,000 MILES OR 3 MONTHS, WHICHEVER OCCURS FIRST Work performed by NICK WAGNER (976) Kit: PK3614 Installed OIL :VAL OIL Installed 3614 :PL-6731 Sub Total: Labor: 6.75 Parts: 15.20 Total: 21.95	6.75 15.20 Included Included
#2 - MR 03FOZ: STEERING/SUSPENSION POWER STEERING LIGHT CAME ON AND MADE STEERING WHEEL GOT HARD AND LIGHT CAME ON AND SERVICE SYSTEM LIGHT CAME ON Caused by TEST DROVE VEHICLE. ALL OK. SCANNED FOR DTC S. C1277, C1963, DIRECTED TO FLOW CHART. PINPOINT TEST F1. CHECK AIR IN FRONT TIRES, IS AIR CORRECT? GO TO F2. PUT VEHICLE ON HOISE, TURN TIRES FROM STEERING LOCK TO LOCK. ARE THERE ANY UNUSUAL NOISES OR BINDING IN STEERING? NO. GO TO F3. REMOVE BOTH OUTER TIE RODS AND RACK BELLOWS BOOTS AND INSPECT FOR CORROSION, RUST, MOISTURE. IS ANY PRESENT? NO. INSTALL A NEW EPAS GEAR.	
Corrected by 12651D: (C50) (42)	
Work performed by Martin Hatcher (727)	Warranty
Corrected by 12651D45:	
Work performed by Martin Hatcher (727)	Warranty
Corrected by 3504A:	
Work performed by Martin Hatcher (727)	Warranty

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
BHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X



**ROUNTREE-MOORE FORD, LLLP**

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

MV8972

LAKE CITY, FL

Order Number	PO Number
8/08/12	6044144/1
8/13/12	Reprint
18976	18976
TANNER WARNER/3803	
3FAHPOHA3BR	
8/30/11	8/30/11

DETAIL OF VEHICLE AND PARTS		REASON
#1 - MR 09FOZ: DRIVEABILITY	C/S CLICKING NOISE WHEN HITTING BUMPS AND BRAKES	SOUNDS LIKE SOMETHING IS LOOSE
Caused by		
NPF		
Work performed by Martin Hatcher (727)		
*****		
* THANK YOU FOR CHOOSING ROUNTREE MOORE		*
* FORD-LINCOLN AND NOW *****KIA*****		*
*****		

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles [whichever comes first] unless otherwise stated.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>.00</b>

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

**ROUNTREE-MOORE FORD, LLP**

P.O. Box 1647  
 2588 W. US Hwy. 90  
 Lake City, FL 32056-1647  
 (386) 755-0630



**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. to 8:00 p.m.  
 Monday - Thursday  
 7:00 a.m. to 5:00 p.m. Friday

Pre-Order Date	Part Number
8/17/12	6044537/1
8/28/12	Pre-Invoice
19385	19385

**TANNER WARNER/3412**

MV8072	LAKE CITY, FL	8/30/11	8/30/11
2011 FORD FUSION 25201	4DR SDN SE FWD	RED CANDY	

DESCRIPTION OF PROBLEMS AND PARTS	DETAILS
#1 - 03FOZ: STEERING/SUSPENSION C/S WHEN TURNING ACTS LIKE ITS HANGING UP Caused by PARTS ORDERED Work performed by Martin Hatcher (727) Caused by TEST DROVE AND VERIFIED INTERMEDIATE LOSS OF POWER STEERING. ORDERED RACK N PINION. LOWERED ENG CRADLE AND INSTALLED NEW RACK. REALIGNING FRONT EN D ALL OK Work performed by Martin Hatcher (727) Installed AE5Z 3504 CE :GEAR ASY - STEERING Qty: 1	Warranty Warranty
#2 - 77FOZCLING: TRANSMISSION CONCERN CUSTOMER STATES C/S HIGH ACTS LIKE IT DOSNT WANT TO SHIFT Caused by CHECK TRANS OP TEST EEC P0000 CHECK OASIS ROAD TEST MONITOR. REPROGRAM PCM/CLEAR KAM ROAD TEST PER TSB Work performed by Ken Habig (594)	Warranty
#3 * 18FOZ: RENTAL Work performed by 7042 :	Warranty
* * * * * * THANK YOU FOR CHOOSING ROUNTREE MOORE * * FORD-LINCOLN AND NOW *****KIA***** * * * * * *	

**Total Fees Amount**

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinabove to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	<b>TOTAL DUE</b>	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

# ROUN TREE-MOORE FORD, LLP

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.,  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

Request Date	Part Number
9/25/12	6045942/1
9/26/12	Pre-Invoice
19429	19429

MV8972

LAKE CITY, FL				
2011	FORD	FUSION	4DR SDN SE FWD	RED CANDY

#1 - 77FOZCLNG: TRANSMISSION CONCERN CUSTOMER STATES C/S NOT CATCHING LIKE IT SHOULD HAS A HESITATION Caused by PERFORMED TSB 11-11-3 PER FORD REP. REPLACED ALL FASTNERS, INSPECTED AND TEST DROVE VEHICLE WITH FO RD REP FOR HALF DAY. NO PROBLEM FOUND WITH POWER S TEERING. NO DCT FOUND. RE ALIGNED FRONT END. CHECKED Work performed by Martin Hatcher (727) Installed BE5Z 3078 B :ARM ASY - FRONT SUSPENSION Qty: 1 Installed BE5Z 3079 A :ARM ASY - FRONT SUSPENSION Qty: 1 Installed W500752 S439 :BOLT W Qty: 2 Installed 99958 1222 :WASHER - FLAT 999 Qty: 2 Installed W302123 S300 :NUT W Qty: 4 Installed W520416 S441 :NUT W Qty: 2 Installed W302281 S300 :WASHER W Qty: 2 Installed W302120 S300 :BOLT W Qty: 4 Installed W302420 S300 :PIN W Qty: 2 PROGRAMMING FOR PSCM ALREADY PROGRAMMED FOR AS BUILT NO PROGRAMMING NECESSARY.	Warranty
#2 - 03FOZ: STEERING/SUSPENSION Caused by RESERFACED FORNT ROTOR. RF BEFORE CUTTING 25.31 RF AFTER CUTTING 24.81. LF BEFORE CUTTING 25.40 LF AFTER CUTTING 24.98. USE ON CAR LATH TO RESURFA CE. PER MANUALL USE SEC 206-03-3 IN WORK SHOP Work performed by Gary Curtis (161) MANUAL TO PERFORM WORK. RETORK WHEEL TP SPEED TSB 11-11-3	Warranty

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

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PE14-030 000568LC

# ROUNTREE-MOORE FORD, LLLP

P.O. Box 1647  
2588 W. US Hwy. 90  
Lake City, FL 32056-1647  
(386) 755-0630



SERVICE DEPARTMENT HOURS  
7:00 a.m. to 6:00 p.m.  
Monday - Thursday  
7:00 a.m. to 5:00 p.m. Friday

Order Date	Part Number
9/25/12	6045942/2
Printed Date	09/26/12
9/26/12	Pre-Invoice
New Order	Normal Day
19429	19429

TANNER WARNER/3589

MV8972

LAKE CITY, FL	3FAHP0HA3BR
8/30/11	8/30/11
2011 FORD FUSION 4DR SDN SE FWD RED CANDY	

\*\*\*\*\*  
\* THANK YOU FOR CHOOSING ROUNTREE MOORE \*  
\* FORD-LINCOLN AND NOW \*\*\*\*\*KIA\*\*\*\*\* \*  
\*\*\*\*\*

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

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All parts and labor are guaranteed for 12 months/12,000 miles (whichever comes first) unless otherwise stated.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
<b>TOTAL DUE</b>	<b>.00</b>

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

(C) 2000 DealerTrack Systems, Inc. - Confidential Application Group (CG) 0000000000

PE14-030 000569LC

# FLORIDA VEHICLE REGISTRATION

PLATE [REDACTED] DECAL [REDACTED] Expires **Midnight Thu 2/14/2013**

YR/MK **2011/FORD** BODY **4D**  
VIN **3FAHP0HA3BR**  
Plate Type **RGS** NET WT **3290**

DUPEID [REDACTED]  
Date Issued **2/8/2012** Plate Issued **9/15/2004**

COLOR <b>RED</b>	TITLE <b>1</b>	Reg. Tax	54.65	Class Code	L
		Init. Reg.		Tax Months	\$12
		County Fee	3.00	Back Tax Mos	
		Mail Fee		Credit Class	
		Sales Tax		Credit Months	
		Voluntary Fees			
		Grund Total	57.65		

## IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

[REDACTED]  
LAKE CITY, FL [REDACTED]

RGS - SUNSHINE STATE

From: TA:10.100.0.2.65232;3867520192

Page: 4/8

Date: 9/27/2012 7:52:15 PM

PE14-030 000570LC

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller/Creditor (Name and Address) <b>MONTEBREE-MOORE FORD L.L.C.</b> P.O. Box 1647 Montgomery, AL 36056-1647
Buyer's Birth Month: 3/11	Co-Buyer's Birth Month:	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 4.94% per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased xx personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural
NEW	2011	FORD FUSION	3,250	3FADPQH43BR [REDACTED]	

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
RATE The cost of your credit as a yearly rate.	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	THE DOLLAR AMOUNT OF THE PRINCIPAL AND INTEREST PAYMENTS YOU WILL PAY AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	TOTAL DOLLAR AMOUNT OF THE CREDIT, INCLUDING YOUR DOWN PAYMENT OF	INSURANCE. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is checked before your choice of insurance provider will not affect our decision to sell you the vehicle or extend credit to you. IF ANY INSURANCE IS CHECKED BELOW, POLICIES OR CERTIFICATES THAT THE NAMED INSURANCE COMPANIES WILL DESCRIBE THE TERMINATED CONDITIONS.
4.94 %	\$ 4,334.59	\$ 25,483.31	\$ 38,738.82	\$ 32,430.74

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 409.84	Monthly beginning 09/29/11

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

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

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1 Cash Price (including \$ 395.79 sales tax)	\$ 25,811.74 (1)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the itemization.

**BBB AUTO LINE  
Customer Claim Form**

Case number: FRD1228711  
Contact Date: 09/18/12  
Start Date: 09/19/12

Please make any necessary corrections to the information below, print or verify your VIN number and Lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner:			
Mailing address:			
City: Lake City	State: FL	Zip code:	
Day phone:	Evening phone:	Cell phone:	
Fax:	E-mail address:		

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2011	Current mileage: 19385
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , FL			
Primary Servicing dealer/city/state: ROUNTREE MOORE INC,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: 08/02/011	Mileage at purchase/lease:		
First repair attempt date: 03/08/12	First repair attempt mileage: 12512		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of accident:	
Description of damage:			

**SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)**

Refund Replacement
--------------------

Please complete the missing information in the box below and on page 2.

**VEHICLE IDENTIFICATION NUMBER** 3FAHP0HA3BR230751

Lienholder/Leasing Company Fifth Third Bank Phone Number (800) - 972 - 3030

Account Number [REDACTED]

**Case Number:**

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Total days out of service for all problems: 15

Signature of Titled Owner(s) \_\_\_\_\_ Date 9-27-17

Printed Name of Titled Owner(s)

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

**Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:**

**BBB AUTO LINE**  
**3033 Wilson Blvd., Suite 600**  
**Arlington VA, 22201**  
**Fax: 703-247-9700**

## **INSTRUCTIONS TO THE CUSTOMER**

**Step 1**

Read the enclosed **Program Summary** and the other information regarding the BBB AUTO LINE process.

**Step 2**

Review and sign the **Customer Claim Form (CCF)**. Make sure all information on the form is accurate. If any information is missing or incorrect, please write the corrections or additions directly on the form using black ball point ink.

Please complete a section of the enclosed grids for each problem. If you fail to list problems now, they may not be able to be added later in the program. We can not accept forms which state "please see attached repair orders." You must take the time to complete the form and grid. Please attach additional sheets if the grid does not provide enough space.

Please make sure the VIN (vehicle identification number) is noted and correct. Make corrections to the VIN right on this form.

The **CCF** must be signed by all titled owners of the vehicle.

**Step 3**

Make one *clear* copy of the following documents, preferably on 8.5" X 11" standard paper:

*Sales Agreement/ Purchase Invoice* containing the cash purchase price, sales tax and other miscellaneous expenses associated with your purchase; or,

*Lease Agreement* (obtain requested information from the lessor);

*Current Vehicle Registration*; and,

*Work Orders* including proof of payment if you are seeking reimbursement.

**Step 4**

Paper clip (do not staple) your copy of the documents listed above in Step 3 to the signed **CCF**. Since all written communication from BBB AUTO LINE customers is scanned into a computer, we do not keep paper files of your original claim. You may wish to make a complete set of copies for your file before mailing. Do not send originals. We are not able to return any documents to you.

**Step 5**

Do not fold your documents. Place all your documentation in a suitable size envelope and mail to the address provided on the **CCF**. You should return this information to us no later than seven days after your receipt of our customer packet.

We are here to help you. Please call us at 800.955.5100 if you have questions or if we may be of assistance.

## **Completing your BBB AUTO LINE Claim . . .**

### **It's as easy as 1, 2, 3**

**1.** Review and sign the ***Customer Claim Form (CCF)***. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

**2.** Make one *clear copy* of the following documents, preferably on 8.5" X 11" standard paper:

- Sales Agreement/Purchase Contract or Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
- Current **Vehicle Registration**;
- Work Orders**, including proof of payment if you are seeking reimbursement.
- Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

**3.** Mail or fax all your documentation to the address below:

**BBB AUTO LINE  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700**

**QUESTIONS? We're here to help.  
Call (800) 955-5100**



## BBB AUTO LINE

September 19, 2012

Re:FCLF1 [REDACTED] : [REDACTED] vs Ford Motor Corporation  
3fahpoha3br [REDACTED]

[REDACTED]  
LAKE CITY FL [REDACTED]

Dear [REDACTED]:

The BBB AUTO LINE program works with consumers and the Ford Motor Company to resolve warranty concerns.

This letter is to acknowledge your contact in reference to your automotive complaint and includes instructions and forms for filing with the BBB AUTO LINE program.

Please review the information outlined below and follow the instructions carefully:

**Step 1:** Read the enclosed brochure *How BBB AUTO LINE Works* and the *Program Summary*. These will explain the following:

- \* How to use our program
- \* The steps for you to follow to enable us to process your dispute
- \* What claims are eligible and the remedies available through the program
- \* What information will be considered in evaluating your claim
- \* The time period in which your case will be handled

**Step 2:** Review the enclosed *Customer Claim Form (CCF)*. Please complete the packet including the grid to give details about each vehicle problem on which your claim is based. This form must be signed by all titled owners of the vehicle.

**Step 3:** Please provide one clear copy of the following documents, preferably on standard size paper:

- \* Sales or lease agreement containing the vehicle purchase price, sales tax, and other expenses associated with the purchase or lease; financing agreement, if any.
- \* Current vehicle registration
- \* All repair orders and work orders for repairs to the vehicle. Please include proof of payment if you are seeking reimbursement.

**Step 4:** Attach one copy of the documents listed in Step 3 to the signed *Customer Claim Form (CCF)*. Please use a paperclip rather than stapling the documents. DO NOT SEND originals.

**Step 5:** Please fax your completed packet to 703-247-9700 or mail to:

BBB AUTO LINE,  
3033 Wilson Boulevard, Suite 600  
Arlington, VA 22201.

If possible, please use a large size envelope so you do not have to fold documents.

Please call me at 800-955-5100 if you have any questions of if I may be of help.

*Please note that the Florida lemon law also provides for arbitration through a state-run arbitration board, and sets specific time limits for filing a claim. To obtain further information about eligibility for the state-run program, please contact the Florida Office of the Attorney General at 1.800.321.5366 (850.414.3500 if outside Florida). If we fail to render a decision within 40 days, or if you are not satisfied with the results of BBB AUTO LINE arbitration, you may, if your case is eligible, pursue your claim through the state arbitration program.*

Sincerely,

Todd Eikenberry at Extension 241



## BBB AUTO LINE

### MANUFACTURER RESPONSE FORM

Case Number: [REDACTED]  
Customer Name: [REDACTED]  
VIN: 3fahpoha3br [REDACTED]

Start Date: 09/19/12  
State: FL  
Probable Hearing Location: Jacksonville

This claim is  IN Warranty  OUT of Warranty  
Has the customer contacted you regarding the claim?  YES  NO  
Is the VIN listed above correct?  YES  NO  
If you checked NO, please indicate the correct VIN: \_\_\_\_\_  
Customer Contact Info: \_\_\_\_\_

#### SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer?  YES  NO  
If you checked YES, please indicate the customer's response below:

- The customer accepted the offer on \_\_\_\_/\_\_\_\_/\_\_\_\_  
 The customer rejected the offer on \_\_\_\_/\_\_\_\_/\_\_\_\_  
 The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: \_\_\_\_\_

#### ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

**List the amount of any over allowance/negative equity: \$\_\_\_\_\_**

I will participate  By phone  In person  In writing

Return this form as soon as possible

To: \_\_\_\_\_ Completed by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
BBB AUTO LINE Future contact: \_\_\_\_\_  
Fax: 703.247.9700 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

*Council of Better Business Bureaus, Inc.*  
3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



## BBB AUTO LINE

September 19, 2012

MICHEL WATSON  
FORD MOTOR COMPANY  
P O BOX 6248  
DEARBORN MI 48121

Re: [REDACTED] Ford Motor Corporation 3fahpoha3br [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Todd Eikenberry at Extension 241

**BBB AUTO LINE  
Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 09/18/12  
Start Date: 09/19/12

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner:	[REDACTED]		
Mailing address:	[REDACTED]	[REDACTED]	[REDACTED]
City: Lake City	State: FL	Zip code:	[REDACTED]
Day phone: [REDACTED]	Evening phone: ([REDACTED])	Cell phone:	[REDACTED]
Fax: [REDACTED]	E-mail address	[REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2011	Current mileage: 19385
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , FL			
Primary Servicing dealer/city/state: ROUNTREE MOORE INC,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: 08/02/011	Mileage at purchase/lease:		
First repair attempt date: 03/08/12	First repair attempt mileage: 12512		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Date of accident:	
Description of damage:			

**SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)**

Refund Replacement

Please complete the missing information in the box below and on page 2.

**VEHICLE IDENTIFICATION NUMBER** 3FAHPOHA3BR [REDACTED]

**Lienholder/Leasing Company** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**Account Number** \_\_\_\_\_

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Case Number:

**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.

**Please mail or fax this completed form with copies of all available repair orders, your vehicle**

**registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:**

**3033 Wilson Blvd., Suite 600**  
**Arlington VA, 22201**  
**Fax: 703-247-9700**

**BBB AUTO LINE**  
**Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 09/18/12  
Start Date: 09/19/12

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner:	[REDACTED]	
Mailing address:	[REDACTED]	
City: Lake City	State: FL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: ([REDACTED]) [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	[REDACTED]

**SECTION 2: VEHICLE INFORMATION**

Make: Ford	Model: Fusion	Year: 2011	Current mileage: 19385
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: , , FL			
Primary Servicing dealer/city/state: ROUNTREE MOORE INC,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: 08/02/011	Mileage at purchase/lease:		
First repair attempt date: 03/08/12	First repair attempt mileage: 12512		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Date of accident:	
Description of damage:			

**SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)**

Refund Replacement

Please complete the missing information in the box below and on page 2.

**VEHICLE IDENTIFICATION NUMBER** 3FAHPOHA3BR [REDACTED]

Lienholder/Leasing Company \_\_\_\_\_ Phone Number \_\_\_\_\_

Account Number \_\_\_\_\_

Case Number: [REDACTED]

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b>				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Steering Loss		3		yes
Transmission Failure		1		yes

**Total days out of service for all problems:** \_\_\_\_\_

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

**Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:**

**BBB AUTO LINE**  
**3033 Wilson Blvd., Suite 600**  
**Arlington VA, 22201**  
**Fax: 703-247-9700**  
Page 2



## **BBB AUTO LINE PROGRAM SUMMARY**

### ***Ford Motor Company – Florida***

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

#### **AGE/MILEAGE REQUIREMENTS**

Claims covered by the Florida lemon law must be filed with BBB AUTO LINE within 60 days after the expiration of the Lemon Law Rights Period (the period ending 24 months after the date of the vehicle's original delivery to a customer).

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the Florida lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

#### **ELIGIBLE CLAIMS**

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

## **ELIGIBLE VEHICLES**

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Florida lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Florida lemon law if they are:

- ♦ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- ♦ Currently registered in Florida; and
- ♦ Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Florida lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- ♦ F-450, F-550, and F-650 pick-up trucks.
- ♦ Ford E-series Cut Away vehicles and F-series cab and chassis.

Claims involving Ford motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE.

## **BBB AUTO LINE REMEDIES**

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ A Ford Extended Service Plan for the customer's current vehicle.
- ♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle.

## **REPAIRS/REIMBURSEMENT FOR REPAIRS**

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## **REPURCHASE/REPLACEMENT**

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Florida lemon law **or** meets the following conditions:

- ♦ The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- ♦ Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- ♦ The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Florida lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

### **Repurchase of an Owned Vehicle**

Ford will refund the following amounts when repurchasing an owned vehicle:

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
  - a. sales taxes and title charges;
  - b. manufacturer-installed or agent-installed items or service charges;
  - c. earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

“Purchase price” excludes debt from a previous transaction. “Allowance for trade-in vehicle” means the net trade-in allowance as reflected in the purchase contract if acceptable to the customer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in.

### **Repurchase of a Leased Vehicle**

Ford will refund the following amounts when repurchasing a leased vehicle:

*To the lessee:*

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

*To the lessor:*

The *Lease Price* MINUS the *Lessee Cost*.

*Lease Price* means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

### **Replacement**

Ford will provide a new vehicle from dealer inventory that is identical or *reasonably equivalent* to the vehicle to be replaced, as that vehicle existed at the time of purchase.

“Reasonably equivalent” means that the manufacturer’s suggested retail price (“M.S.R.P.”) of the replacement vehicle does not exceed 105% of the M.S.R.P. of the vehicle to be replaced.

Ford will also refund to the customer the following amounts when replacing a vehicle:

1. *Collateral charges.* These are reasonably incurred additional charges to a customer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
  - a. sales taxes and title charges;
  - b. manufacturer-installed or agent-installed items or service charges;
  - c. earned finance charges; and
2. *Reasonably incurred incidental charges.* These are reasonable costs to the customer that are directly caused by the nonconformity of the vehicle.

### **Deductions/Exclusions from a Repurchase or Replacement Award**

- ♦ If the arbitrator finds that the claim meets all elements of the Florida lemon law, then the **repurchase** award will be reduced, or the **replacement** award will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{number of miles attributable to a customer up to the date of the arbitration hearing}}{120,000} \times \text{vehicle purchase price}$$

- ♦ If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Florida lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- ♦ If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the Florida lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- ♦ The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- ♦ The award will not include any trade-in over-allowance or debt from a previous transaction.
- ♦ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

### **CUSTOMER RESPONSIBILITIES**

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## **CLAIMS THAT ARE NOT ELIGIBLE**

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- ♦ Claims involving a vehicle no longer owned or leased by the customer.
- ♦ Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for “off-road” use installed after the vehicle leaves the control of Ford Motor Co.
- ♦ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ♦ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ♦ Claims covered by insurance or by warranties of other manufacturers.
- ♦ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ♦ Allegations of fraud.
- ♦ Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- ♦ Claims that are the subject of a law suit or state administrative action against Ford.
- ♦ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

## **STANDARDS OF THE FLORIDA LEMON LAW**

### **Motor Vehicle Warranty Enforcement Act**

The following is a brief explanation of most relevant provisions of the Florida lemon law. The complete text of the lemon law can be found at Florida Stat. Ann. Section 681.10 *et seq.*

To obtain a “Consumer Guide to the Florida Lemon Law,” or speak with someone about the Lemon Law, consumers in Florida may call the Florida Department of Agriculture & Consumer Services’s Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside Florida.

#### **VEHICLES COVERED**

The Florida lemon law covers cars and trucks that are sold in Florida to transport persons or property. This includes demonstrators, recreational vehicles (other than the living facilities), and also leased vehicles if the lessee is responsible for repairs. The Florida lemon law does not cover vehicles run only on tracks, off-road vehicles, trucks over 10,000 pounds G.V.W., motorcycles, mopeds, or the living facilities of recreational vehicles.

#### **CONSUMERS COVERED**

The lemon law covers any of the following:

1. The purchaser, other than for purposes of resale, or the lessee, of a vehicle primarily used for personal, family or household purposes;
2. Any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or
3. Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months from original delivery).

#### **VEHICLE CONVERTERS**

The lemon law applies to vehicle converters.

#### **PROBLEMS COVERED THE FLORIDA LEMON LAW**

The lemon law covers vehicle nonconformities. A nonconformity is defined as a defect or condition that substantially impairs the use, value or safety of a vehicle. In addition, the lemon law requires repurchase/replacement only if the nonconformity causes the vehicle to not conform to the warranty.

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This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the vehicle by persons other than the manufacturer or its authorized service agent.

### **LEMON LAW RIGHTS PERIOD**

The Lemon Law Rights Period established by the lemon law is the period ending 24 months after the date of original delivery of the vehicle to a consumer.

### **MANUFACTURER'S DUTY TO REPAIR**

If a motor vehicle does not conform to the warranty and the consumer first reports the problem to the manufacturer or its authorized service agent during the Lemon Law Rights Period, the manufacturer or its authorized service agent shall repair the motor vehicle, even if the repairs are made after the Lemon Law Rights Period.

### **FINAL REPAIR ATTEMPT**

The lemon law gives the manufacturer the right to a final repair attempt after there are 3 repair attempts for the same nonconformity or after the vehicle has been out of service for 15 days or more for the repair of one or more nonconformities.

#### ***After three repair attempts:***

After three attempts have been made to repair the same nonconformity, the consumer must give written notice to the manufacturer, by registered or express mail, of the need to repair the nonconformity.

After the manufacturer receives the consumer's notice by registered or express mail, the manufacturer must respond within 10 days and give the consumer the opportunity to have the vehicle repaired at a reasonably accessible repair facility within a reasonable time after the consumer's receipt of the response.

After the vehicle is delivered to that facility, the manufacturer must correct the nonconformity within 10 days.\*

\*For recreational vehicles, the manufacturer has 45 days (not 10) to correct the nonconformity.

The requirement for the manufacturer to be given a final repair attempt does not apply if the manufacturer does not properly respond to the consumer within 10 days of receipt of the consumer's notice, or if it does not perform the repairs within the prescribed time periods.

#### ***After 15 days out of service:***

If the motor vehicle is out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 15 or more days, exclusive of down time for routine maintenance prescribed by the owner's manual,

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the consumer must give written notice to the manufacturer by registered or express mail.

After receiving the registered or express mail notice from the consumer, the manufacturer or its agent has an opportunity to inspect or repair the vehicle.

### **MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE**

If the manufacturer or its authorized service agent cannot conform a vehicle to its warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer must either repurchase or replace the vehicle. The consumer has a right to choose repurchase rather than replacement.

### **REASONABLE NUMBER OF REPAIR ATTEMPTS**

It is presumed that a reasonable number of repair attempts have been made if, during the Lemon Law Rights Period, either:

1. The same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer, and the nonconformity continues to exist; or
2. The vehicle has been out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 30\* or more days, exclusive of down time for routine maintenance prescribed by the owner's manual. The manufacturer must have had the opportunity for a final repair attempt as described above. The 30 and 60 day periods may be extended if repair services are not available because of war, invasion, strike, fire, flood, or natural disaster.

\*For recreational vehicles, the days out of service is 60 (not 30).

Regulations define "repair attempt" as the replacement of a component, or some adjustment made, to correct a substantial defect or condition covered by the manufacturer's warranty. An examination of a reported defect or condition, without a subsequent adjustment or component replacement, may be considered a repair attempt if it is later shown that repair work was justified. Examination or repair performed by anyone other than the manufacturer or its authorized service agent is not considered a repair attempt.

Regulations define "out-of-service day" as any day, including weekends and holidays, when the vehicle is left at an authorized service agent or manufacturer's designated repair facility for an examination or repair of one or more substantial defects or conditions covered by the manufacturer's warranty. The days for each visit start on the day the vehicle is brought in to the repair facility and end on the day the work is completed. If the vehicle is left at the repair facility for routine maintenance, repair of minor defects, or repairs to defects first reported after the lemon law rights period expired, the days will not be considered as out-of-service days.

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## **DISPUTE RESOLUTION**

The lemon law provisions requiring repurchase or replacement of a nonconforming motor vehicle do not apply to a consumer who has not first used a dispute settlement procedure if:

1. The procedure has been certified by the Division of Consumer Services as complying with 16 C.F.R. Part 703 and the lemon law and regulations; and
2. At the time of the vehicle's acquisition, the manufacturer informed the consumer in writing how and where to file a claim with the procedure.

## **TIME PERIOD FOR FILING CLAIMS**

If a manufacturer participates in a certified dispute settlement procedure, the consumer must file a claim with the certified procedure no later than 60 days after the expiration of the Lemon Law Rights Period.

A consumer may file a claim with the Florida New Motor Vehicle Arbitration Board if:

1. The certified procedure does not render a decision within 40 days of filing;
2. The consumer is not satisfied with the certified procedure's decision or the manufacturer's compliance with the decision; or
3. The manufacturer does not participate in a certified procedure.

The claim must be filed with the Florida New Motor Vehicle Arbitration Board no later than 60 days after the expiration of the Lemon Law Rights Period or 30 days after the final action of a certified procedure, whichever date occurs later.

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Florida

## **REMEDIES UNDER THE FLORIDA LEMON LAW**

### **REPURCHASE OF OWNED VEHICLE**

#### **Basic Repurchase Amount**

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a vehicle under the lemon law:

1. *Purchase price of the vehicle.* This is the cash price for the vehicle, inclusive of any allowance for a trade-in vehicle;
2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to:
  - a. sales taxes and title charges;
  - b. manufacturer-installed or agent-installed items or service charges;
  - c. earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

“Purchase price” excludes debt from a previous transaction. “Allowance for trade-in vehicle” means the net trade-in allowance as reflected in the purchase contract if acceptable to the consumer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in. The manufacturer is responsible for providing the applicable NADA book.

The refund will be paid to the consumer and lienholder of record, if any, as their interests may appear.

#### **Deductions from Amount Paid to Purchaser**

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle’s use:

$$\begin{array}{rcl} \text{offset} & \text{number of miles attributable to a consumer} & \text{vehicle} \\ \text{for use} & = \text{up to the date of the arbitration hearing} & \times \text{purchase} \\ & \hline & \text{price} \\ & 120,000 (60,000 for recreational vehicles) & \end{array}$$

The Office of the Attorney General interprets “miles attributable to a consumer” to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.

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## **REPURCHASE OF LEASED VEHICLE**

### **Basic Repurchase Amount**

The Florida lemon law provides that the manufacturer must refund the following amounts when repurchasing a leased vehicle under the lemon law:

*To the lessee:*

1. *Lessee Cost.* This is the total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction;
2. *Collateral charges.* These are reasonably-incurred additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and
3. *Reasonably incurred incidental charges.* These are reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle.

*To the lessor:*

*The Lease Price MINUS the Lessee Cost.*

*Lease Price* means the capitalized cost and each of the following items to the extent not included in the capitalized cost:

1. The lessor's earned rent charges through the date of repurchase;
2. Collateral charges, if applicable;
3. Any fee paid to another to obtain the lease;
4. Any insurance or other costs expended by the lessor for the benefit of the lessee; and
5. An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.

### **Deductions from Amount Paid to Lessee**

The Florida lemon law provides that the following deduction must be made as a reasonable offset for the vehicle's use:

$$\begin{array}{rcl} \text{offset} & \quad \text{number of miles attributable to a consumer} & \quad \text{vehicle} \\ \text{for use} & = \quad \text{up to the date of the arbitration hearing} & \times \quad \text{purchase} \\ & \hline & & \text{price} \\ & \quad \quad \quad 120,000 (60,000 for recreational vehicles) & \end{array}$$

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.

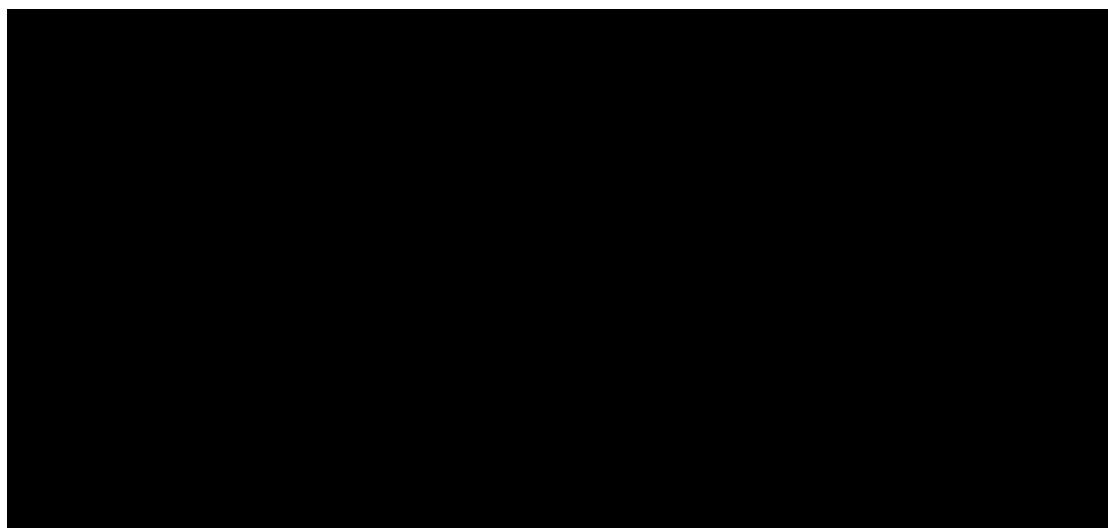
The Florida lemon law also provides that the manufacturer must refund to the consumer the following amounts when replacing a vehicle under the lemon law:

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:

$$\text{offset for use} = \frac{\text{number of miles attributable to a consumer up to the date of the arbitration hearing}}{120,000 \text{ (60,000 for recreational vehicles)}} \times \text{vehicle purchase price}$$

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.



*GA Lp*

CONSUMER AFFAIRS  
SECTION

# KEITH M. MORRIS, P.C.

Attorney at Law

912-367-2636 (phone)

13 FEB 19 P2:37

(912) 367-2688 (fax)

581 E. Parker Street  
Baxley, Georgia 31513

February 12, 2013

Ford Motor Company  
Customer Relations Center  
P.O. Box 6248  
Deerborn, MI 48121

SENT VIA CERTIFIED MAIL:  
7010 1870 0000 0162 6944

RE: Vehicle VIN: 3FAHPOHA1VR [REDACTED]  
Case ID: [REDACTED]

Dear Sir or Madam:

I represent [REDACTED], Jr. in regard to the above referenced vehicle. I, on his behalf, am making a claim under the Georgia lemon law as codified in O.C.G.A §10-1-780 et. al.. [REDACTED] has reported a defect in the vehicle. The vehicle has been taken numerous times to the local Ford dealer in Baxley, Georgia, but has not been repaired.

In accordance with O.C.G.A. §10-1-784 I am notifying you of the need of repair for this vehicle. My client does not know how to describe the problem except that the vehicle is not running properly.

In accordance with O.C.G.A. §10-1-784 you shall have seven (7) days to notify Mr. [REDACTED] of the repair facility he is to take the car for repair.

I ask that all correspondence with me or [REDACTED] be written so that there will be a clear record of all communications. You have my permission to contact Mr. [REDACTED] at his home address: [REDACTED] Baxley, Ga. [REDACTED]. However, make your communications written and copy me with the communication.

I thank you for your assistance in this matter and look forward to working with you in effort to resolve this matter.

Yours very truly,

*Keith M. Morris*  
Keith M. Morris

# KEITH M. MORRIS, P.C.

Attorney at Law

912-367-2636 (phone)

(912) 367-2688 (fax)

581 E. Parker Street  
Baxley, Georgia 31513

March 27, 2013

Kelli D. Long  
Research Analyst  
SENT VIA FAX ONLY: 888-410-4877

RE: [REDACTED]

Dear Kelli:

On March 20, 2013, I faxed you a letter stating that we would like a final repair attempt on [REDACTED] vehicle (please see copy of letter attached). To date, I have not received a response from you.

Please let me know something as soon as possible.

Yours very truly,

Keith M. Morris

KMM/bjm

Enclosure

# KEITH M. MORRIS, P.C.

Attorney at Law

(912) 367-2636 (phone)

(912) 367-2688 (fax)

581 E. Parker Street  
Baxley, Georgia 31513

March 20, 2013

Kelli D. Long  
Research Analyst  
SENT VIA FAX ONLY: 888-410-4877

RE: [REDACTED]

Dear Kelli:

We would like to have a final repair attempt (a genuine attempt to repair the problem).

Thanks,

  
Keith M. Morris

KMM/bjm

[Rpt. Analysis Home](#)[Report Mgmt Primary](#)[Report Mgmt Query](#)[Report Mgmt](#)[Indicator Summary](#)[Help](#) [Exit](#)**GCQIS Report Analysis****Report Summary****Report 2 of 2****Query Name:** REPORT RETRIEVAL**Folder Number:**[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Download Options](#)[Add Comments](#)[Previous](#)[Next](#)[Save](#)[Mail Report](#)**Report Detail Section : View Details**Attachments: 0**Report# :** [REDACTED] **Received:** 11/04/2011**CCRG/EPRC:** **Reviewed Status:** **Date:****Vehicle:** 2011,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA1BR [REDACTED] **Build Date:** 08/25/2010**Odometer :** 17,954 M **Engine:** 2.5L DOHC **Calibration:** ADE1F40A**Transmission:** 6SP 6F MID **Axle:** 3.066RATIO **A/C:** YES**Dealer:** USA 06758 Woody Folsom Ford, Inc. **Phone#:** (912) 367-2466**City:** Baxley **State:** Georgia **Country :** USA**Originator:** JOSEPH DUNCAN**Symptom:** 6 62 4 39 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INTERMITTENT**Status:****VFG:** V87 STEERING**Additional Symptom:** LACK OF POWER ASSIST STEERING**Fix:** **Causal Component :****Condition Code:****Hotliner:** MBERELS**Phone:** 313 317-9339**Regn Cd:** S1 Atlanta**Engineering:****Phone:****TAR:****Dir Contact:** JOSEPH DUNCAN**Phone:** 000 000-0000**Title Cde:** OT**KOEO:** C1277 C200D:49-8**KOEC:**

**KOER:****Comments:**

REPAIR 11/04/2011 01:40PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE  
WEB FORM DATA - CONCERN:CUST STATES HAS STEERING FAULT AND LOSES  
POWER STEERING AT TIMES DIAGNOSTICS: ROAD TEST UNABLE TO VERIFY,  
CUST CAME BACK WHEN FAULT WAS PRESENT HAD C1277 ON ABS AND C200D:49-8A  
IN PSCM, FAULT IS INTERMITTENT PARTS REPLACED:NONE TECH  
QUESTION:ANY KNOWN FOR INTERMITTENT CAUSE FOR THIS?

**RECOMM 11/04/2011 01:40PM MATTHEW BERELS MSS - FCSD - TECH SVC HOTLINE**

JOEY, THIS CONCERN IS LIKELY CAUSED BY A FAULTY EPAS GEAR. WE HAVE  
SEEN PAST REPORTS OF EPAS CONCERNS, CAUSED BY WATER INTRUSION TO THE  
PSCM. WITH DTC C200D SET, THIS INDICATES THAT THE PSCM IS INTERNALLY  
FAULTY. BEFORE REPLACEMENT OF THE EPAS GEAR, IT IS RECOMMENDED THAT  
YOU PERFORM THE EPAS INTERACTIVE DIAGNOSTICS, AND LOAD TEST ALL PSCM  
POWERS AND GROUNDS, AND REPAIR/REPLACE AS NEEDED. IF FURTHER  
ASSISTANCE IS NEEDED WITH THIS CONCERN, UPDATE THE FORM WITH [Download Options](#) **DETAILED**  
RESULTS OF THE INTERACTIVE DIAGNOSTICS.

**Folder Number:**[File Report To This Folder](#)[File Report To A Folder](#)[Exists in Folder\(s\)](#)[Add Comments](#) [Previous](#) [Next](#) [Save](#) [Mail Report](#)**Requester:** LBINGHAM

Report Summary

**Server:** FCWS686**Ford Proprietary, Private**

22-Feb-2013

**Retention:** None

CUSTOMER NAME/PHONE NUMBER

[REDACTED]

CUSTOMER LIST

ADDRESS

[REDACTED]

BAXLEY GA [REDACTED]

STATUS

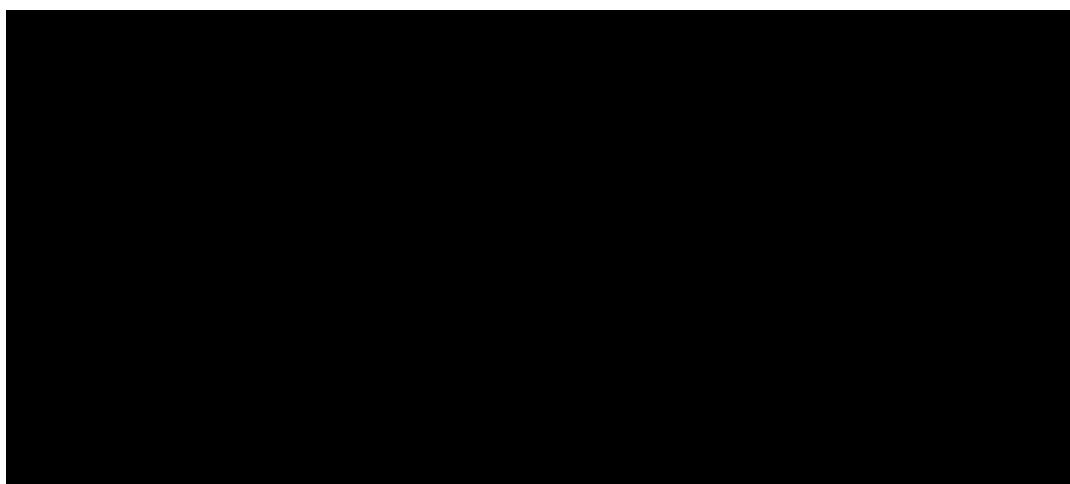
No Open Issues

Ford Confidential

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]  
Address: [REDACTED] BAXLEY GA [REDACTED]  
Country: USA Language: EN  
Cell Phone: Pager:  
Preferred Contact method: Fax:  
Preferred Contact Time: Email:

Ford Confidential



DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA

SUITE 700

ARDMORE, PA 19003

DAVID J. GORBERG<sup>1</sup>  
LAURA L. APPLEGATE<sup>2</sup>  
COURTNEY L. SOFIA<sup>3</sup>  
EMMA C. CHIAMPOU<sup>4</sup>

<sup>1</sup> MEMBER OF PA AND NJ BARS  
<sup>2</sup> MEMBER OF PA AND NY BARS  
<sup>3</sup> MEMBER OF PA AND MA BARS

1-800-MY-LEMON

1-800-695-3666

215-665-7660

FAX 215-563-8738

[www.MyLemon.com](http://www.MyLemon.com)

NEW JERSEY OFFICE

208 KINGS HIGHWAY SOUTH  
CHERRY HILL, NJ 08034

PITTSBURGH OFFICE

1900 ALLEGHENY BLDG.  
429 FORBES AVENUE  
PITTSBURGH, PA 15219

BUFFALO OFFICE

70 NIAGARA STREET, STE 612  
BUFFALO, NY 14202

March 17, 2014

Ford Motor Company  
c/o CT Corporation  
116 Pine Street  
Suite 320  
Harrisburgh, PA 17101

RE: [REDACTED] vs Ford Motor Company  
DOCKET # 2014-C-816

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/mk  
Enclosure

Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

LEHIGH

County

For Prothonotary Use Only:	
Docket No:	

CLERK OF JUDICIAL RECORDS  
LEHIGH COUNTY, PA  
2014 MAR 14 PM 2:07

*The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.*

<b>Commencement of Action:</b>			
<b>S</b>	<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons	<input type="checkbox"/> Petition
	<input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Declaration of Taking	
<b>Lead Plaintiff's Name:</b> [REDACTED]		<b>Lead Defendant's Name:</b> FORD MOTOR COMPANY	
<b>I</b>	Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Dollar Amount Requested: (check one)
			<input checked="" type="checkbox"/> within arbitration limits <input type="checkbox"/> outside arbitration limits
<b>O</b>	Is this a <i>Class Action Suit?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is this an <i>MDJ Appeal?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>A</b>	Name of Plaintiff/Appellant's Attorney: DAVID J. GORBERG		
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)			

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

<b>TORT</b> (do not include Mass Tort) <ul style="list-style-type: none"> <li><input type="checkbox"/> Intentional</li> <li><input type="checkbox"/> Malicious Prosecution</li> <li><input type="checkbox"/> Motor Vehicle</li> <li><input type="checkbox"/> Nuisance</li> <li><input type="checkbox"/> Premises Liability</li> <li><input type="checkbox"/> Product Liability (does not include mass tort)</li> <li><input type="checkbox"/> Slander/Libel/ Defamation</li> <li><input type="checkbox"/> Other:</li> </ul>	<b>CONTRACT</b> (do not include Judgments) <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Buyer Plaintiff</li> <li><input type="checkbox"/> Debt Collection: Credit Card</li> <li><input type="checkbox"/> Debt Collection: Other</li> </ul>	<b>CIVIL APPEALS</b> <ul style="list-style-type: none"> <li>Administrative Agencies           <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Assessment</li> <li><input type="checkbox"/> Board of Elections</li> <li><input type="checkbox"/> Dept. of Transportation</li> <li><input type="checkbox"/> Statutory Appeal: Other</li> </ul> </li> </ul>
<b>MASS TORT</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos</li> <li><input type="checkbox"/> Tobacco</li> <li><input type="checkbox"/> Toxic Tort - DES</li> <li><input type="checkbox"/> Toxic Tort - Implant</li> <li><input type="checkbox"/> Toxic Waste</li> <li><input type="checkbox"/> Other:</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Employment Dispute: Discrimination</li> <li><input type="checkbox"/> Employment Dispute: Other</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Zoning Board</li> <li><input type="checkbox"/> Other:</li> </ul>
<b>PROFESSIONAL LIABILITY</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental</li> <li><input type="checkbox"/> Legal</li> <li><input type="checkbox"/> Medical</li> <li><input type="checkbox"/> Other Professional:</li> </ul>	<b>REAL PROPERTY</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Ejectment</li> <li><input type="checkbox"/> Eminent Domain/Condemnation</li> <li><input type="checkbox"/> Ground Rent</li> <li><input type="checkbox"/> Landlord/Tenant Dispute</li> <li><input type="checkbox"/> Mortgage Foreclosure: Residential</li> <li><input type="checkbox"/> Mortgage Foreclosure: Commercial</li> <li><input type="checkbox"/> Partition</li> <li><input type="checkbox"/> Quiet Title</li> <li><input type="checkbox"/> Other:</li> </ul>	<b>MISCELLANEOUS</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Common Law/Statutory Arbitration</li> <li><input type="checkbox"/> Declaratory Judgment</li> <li><input type="checkbox"/> Mandamus</li> <li><input type="checkbox"/> Non-Domestic Relations</li> <li><input type="checkbox"/> Restraining Order</li> <li><input type="checkbox"/> Quo Warranto</li> <li><input type="checkbox"/> Replevin</li> <li><input type="checkbox"/> Other:</li> </ul>

Updated 1/1/2011

**FILED**

2014 MAR 14 PM 2:07  
CLERK OF JUDICIAL RECORDS  
LEHIGH COUNTY, PA

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA  
CIVIL DIVISION

[REDACTED] :  
[REDACTED] :  
Plaintiff :  
vs. File No. [REDACTED]  
FORD MOTOR COMPANY :  
[REDACTED] :  
[REDACTED] :  
Defendant :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW.  
THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE  
TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LEHIGH COUNTY BAR ASSOCIATION

LAWYER REFERRAL SERVICE

1114 WALNUT STREET

ALLENTOWN, PENNSYLVANIA 18102

TELEPHONE: 610-433-7094

\_\_\_\_\_  
Signature

DAVID J. GORBERG

(Name)

32 Parking Plaza, Suite 700 Ardmore, PA 19003

(Address)

215-665-7660

(Telephone Number)

**DAVID J. GORBERG & ASSOCIATES, P.C.**  
By: **DAVID J. GORBERG**  
**Identification No.: 53084**  
**32 Parking Plaza**  
**Suite 700**  
**Ardmore, PA 19003**  
**215-665-7660**

**FILED**  
Attorney *2014 MAR 14 Plaintiff*  
*PM 2:07*  
*CLERK OF JUDICIAL RECORDS*  
*LEHIGH COUNTY, PA*

[REDACTED]  
**SCRANTON, PA** [REDACTED]

**COURT OF COMMON PLEAS**

**VS.**

**LEHIGH** [REDACTED] [REDACTED] [REDACTED]

**FORD MOTOR COMPANY**  
**C/O CT CORPORATION**  
**116 PINE STREET**  
**SUITE 320**  
**HARRISBURGH PA 17101**

**COMPLAINT**

1. Plaintiff, [REDACTED] is an adult individual citizen an legal resident of the Commonwealth of Pennsylvania residing at [REDACTED] Scranton, PA [REDACTED]
2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

## BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
4. On or about 2012, Plaintiff purchased a new 2010 Ford Fusion (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 3FAHP0HA3AR [REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.
5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$25,000.00.
6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.
7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.
8. On or about 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.
9. Said nonconformities consisted of but was not limited to, Power Steering Rack 2x. Copies of repair receipts are attached hereto and marked as Exhibit "A".
10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.
11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM**

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.
  24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.
  25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.
  26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
  27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.
- WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.
- COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**
28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
  30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).
  31. Plaintiff uses the subject product for personal, family and household purposes.
  32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.
  33. Defendant failed to make effective repairs.

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

35. Section 15 U.S.C. §2310 (d) (1) provides:

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

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT IV**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: \_\_\_\_\_  
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

## VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X

DAVID J. GORBERG, ESQUIRE

Date:

3/5/14

OFFICE OF THE COURT ADMINISTRATOR  
LEHIGH COUNTY COURTHOUSE  
455 WEST HAMILTON STREET  
ALLENTOWN, PENNSYLVANIA 18101-1614

03-20-14

PRESORTED  
FIRST CLASS



19 BQH-15B 17101



PE14-030 000618LC

COURT ADMINISTRATION  
CIVIL OPERATIONS SECTION  
455 WEST HAMILTON STREET  
ALLENTOWN, PA 18101-1614  
(610) 782-3657 FAX NUMBER (610) 871-2779

Ford Motor Company  
c/o CT Corporation  
Suite 320  
116 Pine St  
Harrisburg PA 17101

RE: File No. [REDACTED]

[REDACTED]  
- VS -  
Ford Motor Company

COURT ADMINISTRATION  
CIVIL OPERATIONS SECTION  
455 WEST HAMILTON STREET  
ALLENTOWN, PA 18101-1614  
(610) 782-3657 FAX NUMBER (610) 871-2779

March 18, 2014

File No. [REDACTED]

[REDACTED] vs.  
Ford Motor Company

**NOTICE OF JUDGE ASSIGNMENT - ARBITRATION**

Please be advised that the above case has been assigned to the ARBITRATION TRACK for caseflow management. This case will be monitored by the Honorable Edward D. Reibman.

Please note the following:

1. All motions or petitions shall be filed in conformity with the Lehigh County Rules of Civil Procedure. Letters will not be accepted as a substitute for a motion from an attorney, nor will the court entertain ex parte communications.
2. Magisterial District Judge appeals will be scheduled for arbitration on the next available list, 60 days from the filing of the appeal.
3. All other arbitration cases will have a discovery period of 6 months from the date the complaint was filed. Cases will be scheduled for arbitration on the next available list following this time period. Any requests for extensions must be submitted to the monitoring judge no less than 30 days prior to the end of the discovery period.
4. A case may be praeciped for arbitration prior to the discovery deadline, pursuant to Lehigh County Rule of Civil Procedure 1303.2.
5. All scheduling matters shall be directed to Court Administration.

Arbitration Coordinator

## Case Print Report

Case Number [REDACTED]

Case Opened Date 11/23/2013 10:48 AM

Case Closed Date 11/23/2013

Case Status Resolved

Case Last Modified 11/23/2013 10:55 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Parts Issue > Delay Outside Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer Gibbons Ford

VIN 3FAHP0HA3AR4 [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

### Symptom

Level 1 Driver Aides & Information

Level 2 Steering Wheel Controls

Level 3 Performance

Level 4 OTHER

## Case Print Report

Case Number [REDACTED]

Agent Name

Note Created On

Yvonne Gee 11/23/2013 10:55 AM

[REDACTED] SPOUSE DELEGATE FOR [REDACTED]

-3FAHP0HA3AR [REDACTED]  
-35,000 MILES

CUST SAYS:

-CUST SAYS "ANTI TRACK SYSTEM KICKED ON & HE HAS NO POWER STEERING"  
-WANTS TO FIND OUT IF THE PART IS COVERED UNDER HIS EXTENDED WARRANTY

DLRSHP INFO:

Gibbons Ford  
950 Main Street  
Dickson City, PA 18519  
(570) 489-4747

CRC SAYS:

-ADVISED CUST THAT THE BEST WAY TO KNOW IS TO TAKE VEH TO DLRSHP  
-INFORMED CUST THAT HE MAY STILL HAVE A LITTLE BTB LEFT IF THE VEH IS UNDER  
36,000 MILES  
-OFFERED CUST TO TRANSFER TO DLRSHP FOR APPT AND HE SAID NO  
-OFFERED CUST TO SEND TO ROADSIDE ASSIST BUT HE ASKED IF IT WOULD COST HIM  
-ADVISED CUST THAT HE WOULD HAVE TO ASK THE ROADSIDE COMPANY ONCE I  
CONNECTED HIM  
-HE DECIDED TO JUST DRIVE VEH TO HIS DLRSHP INSTEAD

## Case Print Report

Case Number CAS [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Yvonne Gee	11/23/2013 10:55 AM	fmc_closecase	Close Case
Yvonne Gee	11/23/2013 10:55 AM	incidentresolution	Case Resolution

# Case Print Report

Case Number [REDACTED]

Case Opened Date 1/30/2014 10:59 AM

Case Closed Date 2/20/2014

Case Status Resolved

Case Last Modified 2/20/2014 12:26 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Repair Assistance > CCT Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]  
[REDACTED]

SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer Gibbons Ford

VIN 3FAHP0HA3AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

## Symptom

Level 1 Stop/Steer/Ride

Level 2 Steering / Steering Wheel

Level 3 Performance

Level 4 Excessive Effort

## Case Print Report

Case Number [REDACTED]

Agent Name

Note Created On

Diane Jennings 1/30/2014 11:03 AM  
-CUST SAYS  
The power steering went out about 2 months ago  
The dlrhsp replaced the power steering pump  
The msg came on the screen  
The power steer went out again  
cust was able to get the veh home but it will not turn  
the veh  
veh has an esp with rental and roadside assistance  
Advised the cust the veh can be towed to dlrhsp  
and she has rental under the esp  
CUST SAYS THE DLRHSP SAY  
They are not able to get to the veh until next Wednesday and cust has to go out of town next week  
Cust was told by the dlrhsp the veh they loaned her is not able to go out of town

CRC ADVISED

OCB TO DLRHSP SPOKE TO JOE SM  
appraised the sm of the situation he was not aware the veh was undriveable at this time  
Advise per the cust they cannot turn the wheel  
He will have a car by 12:30pm today  
CUST SPOKE TO CHAD

I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team (Brenda). The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 2 business days. The case number that I have established for you today is [REDACTED]

Brenda Allen 2/3/2014 11:13 AM  
2010 Fusion  
ENGINE: 2.5L Duratec HE PFI (170PS)  
CPO  
13N03 - throttle body warranty extension  
wsd is 8/3/2010  
mileage is 40000

Brenda Allen 2/3/2014 11:36 AM  
obc to dlr Joe who adv that veh is being worked and should be completed tomorrow --- dlr adv cust in a loaner

Brenda Allen 2/3/2014 11:39 AM  
obc to cust --- cust picked up and hung up

obc to cust again --- Im on vm --- csm adv role, case # and contact info --- csm requests a call back to discuss case --- csm will fup on 2/4

## Case Print Report

Case Number [REDACTED]

Brenda Allen

2/3/2014 2:45 PM

ibc from cust --- csm adv role, case # and contact info --- csm adv veh is being worked and should be completed tomorrow --- cust adv that he and his wife may want to trade in veh and what can csm do --- csm offers xplan --- cust will call back with wife's ss

Brenda Allen

2/3/2014 2:45 PM

ibc from cust adv last 4 of ss # is 0307 /// fup 2/6

Brenda Allen

2/4/2014 12:05 PM

ibc from cust --- lm on vm adv that he contacted dlr and was told xplan is for new veh only and cust wants to purchase used

Brenda Allen

2/5/2014 10:11 AM

ibc from cust who adv that the xplan is \$100 over dlr cost --- he would still like csm to generate pin # --- csm will find out how long the pin # is good for --- setting fup for 2/11

Brenda Allen

2/11/2014 12:49 PM

email sent to cust adv that pin # for xplan is good for one year and xplan pin submitted

Brenda Allen

2/11/2014 12:57 PM

Good Afternoon [REDACTED]

I have submitted an XPlan for you. As soon as I have a pin number, I will let you know. This pin number will be good for one year.

Please feel free to contact me if you have any questions.

Sincerely,

Brenda Allen

2/11/2014 12:57 PM

setting fup for 2/19 to get pin # for cust

Brenda Allen

2/20/2014 12:25 PM

X Plan PIN is X 11-737-06

ibc to cust at [REDACTED] --- lm on vm adv pin # and adv good for one year --- csm requests a call back if cust has questions --- closing case

## Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAcco unt CRM	1/30/2014 11:04 AM	phonecall	CALL From - [REDACTED]
Brenda Allen	1/31/2014 2:52 PM	phonecall	CALL To - 51400
Brenda Allen	2/3/2014 11:11 AM	fmc_transferescalate	Transfer / Escalate
Brenda Allen	2/3/2014 11:14 AM	phonecall	CALL To - [REDACTED]
Brenda Allen	2/3/2014 11:37 AM	phonecall	CALL To - [REDACTED]
Brenda Allen	2/3/2014 11:38 AM	phonecall	CALL To - [REDACTED]
Brenda Allen	2/3/2014 12:20 PM	phonecall	CALL From - [REDACTED]
Brenda Allen	2/3/2014 12:26 PM	fmc_schedulefollowup	[REDACTED] --- initial fup
Brenda Allen	2/3/2014 2:07 PM	phonecall	CALL From - [REDACTED]
Brenda Allen	2/3/2014 2:13 PM	phonecall	CALL To - 51400
Brenda Allen	2/5/2014 10:02 AM	phonecall	CALL From - [REDACTED]
Brenda Allen	2/5/2014 10:09 AM	fmc_schedulefollowup	[REDACTED] xplan
Brenda Allen	2/11/2014 12:55 PM	fmc_schedulefollowup	[REDACTED] xplan
Brenda Allen	2/20/2014 12:17 PM	fmc_schedulefollowup	[REDACTED] x plan
Brenda Allen	2/20/2014 12:19 PM	phonecall	CALL To - [REDACTED]
Brenda Allen	2/20/2014 12:21 PM	phonecall	CALL To - [REDACTED]
Brenda Allen	2/20/2014 12:24 PM	phonecall	CALL To - 51400
Brenda Allen	2/20/2014 12:26 PM	fmc_closecase	Close Case
Brenda Allen	2/20/2014 12:26 PM	incidentresolution	Case Resolution

## Case Print Report

Case Number [REDACTED]

Case Opened Date 3/3/2014 11:40 PM

Case Closed Date 3/3/2014

Case Status Resolved

Case Last Modified 3/3/2014 11:40 PM

Responsible Team Administration Hotline

Case Classification Vehicle Concern > Roadside Assistance > Warranty  
Covered Dispatch

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

## Case Print Report

Case Number [REDACTED]

Agent Name

ford prdload1

Dispatch Complete

Note Created On

3/3/2014 11:40 PM

## Case Print Report

Case Number [REDACTED]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
ford prdload1	3/3/2014 11:40 PM	fmc_closecase	Roadside Assistance-Tow-Wheel Lift
ford prdload1	3/3/2014 11:40 PM	incidentresolution	Case Resolution

## Case Print Report

Case Number [REDACTED]

Case Opened Date 12/28/2011 5:24 PM

Case Closed Date 12/28/2011

Case Status Resolved

Case Last Modified 7/29/2012 5:50 AM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > CAC RELATED >  
MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

## Case Print Report

Case Number [REDACTED]

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
PUBLIC-PRIVATE OFFER	MANUAL - PHONE CSR	Doreen Cheeseman	12/28/2011 5:24:00 PM

# Case Print Report

Case Number [REDACTED]

Case Opened Date 12/28/2011 5:20 PM

Case Closed Date 12/28/2011

Case Status Resolved

Case Last Modified 7/29/2012 5:50 AM

Responsible Team Historical Team

Case Classification MORS History > INFORMATION > MISC INQUIRY >  
MISC INQUIRY - CHANGE OF ADDRESS

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED] SCRANTON PA [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA3AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

## Symptom

Level 1

Level 2

Level 3

Level 4

## Case Print Report

Case Number [REDACTED]

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
UPDATE CUSTOMER ADDRESS OR PHONE NUMBER CUSTOMER PROFILE UPDATE	MANUAL - PHONE CSR	Doreen Cheeseman	12/28/2011 5:20:00 PM