



D000425

BEGINNING OF CONTACT
06/21/2008

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.11

=====

REGION: C1 DALLAS	OGC ISSUE	CASE NBR: 1778211128
VIN: 1FTRF12277K [REDACTED]	ZONE: A02	OPENED: 06/20/2008
	ENGINE: 2	VEH TYPE: T
		CLOSED: 06/20/2008

=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: E
ADDRESS: [REDACTED]		
CITY: FLOWER MOUND	STATE: TX	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2007	MODEL: F150 4X2 STYLESIDE REG CAB	
MILEAGE: 10000		
DEALER NAME: FORD COUNTRY OF LEW	SALES CODE: F52007	P & A: 07967
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 306600 TIRES/WHEELS TIRE FAILURE		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: WJONE258 WILLIE JONES (WJONE258)

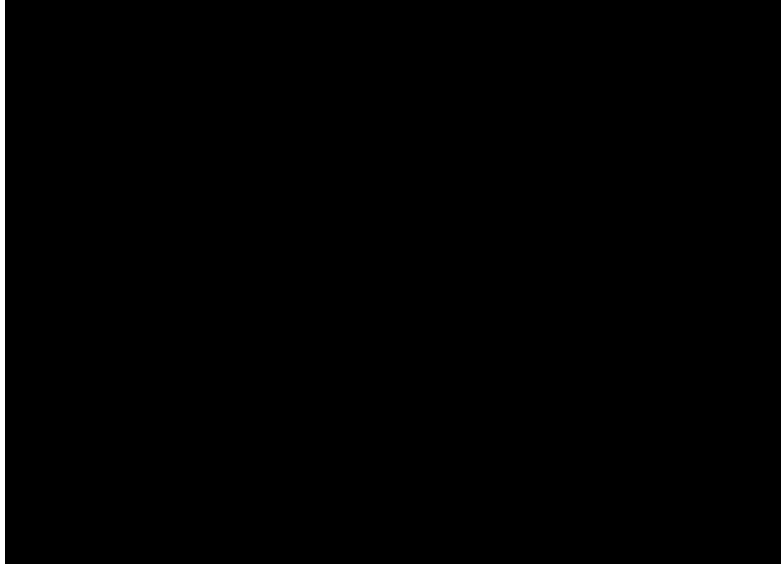
FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DATE: 06/20/2008 TIME: 10.44.55 :
ACTION DATA/COMMENTS:

JUN 23 2008

OFFICE OF THE
GENERAL COUNSEL

FIRE / ACCIDENT A
CUSTOMER SAID: -HAS AN ISSUE WITH AN F-150-SON RECENTLY HAD AN ACCIDENT IN THE VEH-THE CAUSE OF THE ACCIDENT APPEARS TO BE A FAULTY VALVE STEM-THE ACCIDENT WAS APPROX. ONE MONTH AGO-THE ACCIDENT WAS CAUSED BY THE VALVE STEM WHICH CAUSED THE TIRE TO BLOW OUT-NO INJURIES SUSTAINED-THE VEH WAS ON HWY 121-NO POLICE REPORT FILED-NO CLAIM FILED WITH THE INSURANCE COMPANY-THE VEH WAS REPAIRABLE-THE VEH WAS REPAIRED AT AN INDEPENDENT-CUST WANTS TO KNOW IF FORD IS AWARE OF THE PROBLEM AND IS SEEKING RE-IMBURSEMENTDEALER SAID: -NONE-FORD COUNTRY OF LEWISVILLE 1144 N. STEMMONS FREEWAY LEWISVILLE, TX 75067 TEL:(888) 300-9434CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO THE FORD OFFICE OF THE GENERAL COUNSEL. YOU WILL RECEIVE WRITTEN NOTIFICATION WITHIN 10 BUSINESS DAYS WHICH YOU WILL NEED TO RESPOND TO IN WRITING.NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION BEFORE SENDING ISSUE.



525047

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

REC'D & FILED
SUPERIOR COURT
OF NEW JERSEY

FEB 23 2006

PASSAIC COUNTY

RENATO CHAVEZ
105 Grove Street
Clifton, NJ 07013

vs.

FORD MOTOR COMPANY
c/o CT CORPORATION
820 Bear Tavern Road
West Trenton, N.J. 08628

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: PASSAIC COUNTY

: DOCKET NO. **L-94006**

: CIVIL ACTION

: COMPLAINT AND JURY TRIAL DEMAND

COMPLAINT

1. Plaintiff, Renato Chavez, is an adult individual citizen and legal resident of the State of New Jersey, residing at 105 Grove Street, Clifton, NJ 07013.
2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, N.J. 08625.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about November 15, 2005, Plaintiff purchased a new 2006 Ford Explorer, (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMEU73886UA06324. The vehicle was purchased in the State of New Jersey and registered in the State of New Jersey.
5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled more than \$56,571.60.
6. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.
7. On or about November 15, 2005, Plaintiff took possession of the above mentioned vehicle and experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.
8. Said nonconformities consisted of, but were not limited to defective tires/wheels with low tire pressure light coming on. Copies of the repair orders are attached hereto and marked as Exhibit "A".
9. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.
10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.
11. 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.

12. 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 twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and/or its authorized service center, may not have maintained records.

15. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its warranty.

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney's fees and all court costs.

COUNT I
NEW JERSEY AUTOMOBILE LEMON LAW CLAIM

17. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A. 56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first eighteen thousand (18,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities within a reasonable

time.

23. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

24. Section 56:12-32 of the New Jersey Lemon Law 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.

25. Section 56:12-33 of the New Jersey Lemon Law 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.

26. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

27. 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) days or more.

28. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

29. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney's 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 the contract price of the subject vehicle, plus all collateral charges and attorney fees. The amount is not in excess of \$75,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

33. Plaintiff uses the subject product for personal, family and household purposes.

34. 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.

35. Defendant failed to make effective repairs, or failed to make effective repairs within a reasonable time.

36. 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.

37. 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.

38. 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 the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of \$75,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

39. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

40. 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.

41. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

42. 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.

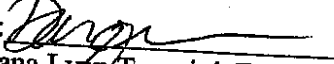
43. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

44. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

45. 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 the contract price of the subject vehicle, plus all collateral charges and attorney fees.


DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 
Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DANA LYNN TARQUINI Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues set forth herein.


Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, of full age, hereby certifies:

1. I am an attorney of the state of New Jersey and am an associate in the firm of David J. Gorberg & Associates, P.C. and am the attorney principally charged with handling this matter.
2. To the best of my knowledge and information, the within action is not the subject of any other action pending in any court, or any arbitration proceedings contemplated.
3. To the best of my knowledge and information, there are no other parties who should be joined to this action at this time.
4. This Certification is provided pursuant to the requirements of Rule 4:5-1.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Dana Lynn Tarquini, Esquire

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Dana Lynn Tarquini, Esquire, is hereby designated as trial counsel.


Dana Lynn Tarquini, Esquire



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BLUE 223 **SILVER** 222 **GOLD** 263 **GREEN** 229

INFORMATION OR APPOINTMENT: 224 OR DIAL "0" FOR OPERATOR

Advisor: CHRISTOPHER KA		Tag: 6917	License: [REDACTED]	VIN: 1FMEU7388 60A [REDACTED]	Page: 1	Invoice: W02680		
Odometer In: 2798		Out: 2798		06 FORD EXPLORER XLT 4WD 4DR SPORTY WHITE				
Invoiced: 12/01/05 11:43 AM		Stock#: 0006T231						
Concern	40	CUSTOMER REQUESTING UPGRATE PRIOR TO SALE				Operation	Amount	
Correction		PERFORM AS PER REPAIR ORDER				ST04	112	
Concern	51	CUST STS TAILGATE RATTLES OVER BUMPS ADJUST TAIL GATE B66				Operation	Tech	Amount
Cause		TEST DRIVE CONFIRM NOISE IN GATE				26800AT	112	
Correction		HINGE-REAR DOOR - REPLACE				Quantity	Sell	
Comment		PINPOINT TO HATCH, REPLACE ALL FOUR TEST DRIVE OKAY				2		
Parts		Part Number	Note	Description	2			
		EMC 1L2Z 78404C28 AA		WEDGE ASY				
		EMC 1L2Z 78404C04 AA		WEDGE ASY	2			
		FP- 1L2278404C04AA	CONCERN : B66	COND CODE : 41				
Concern	52	CUST STS TIRE LITE ON ASE				Operation	Tech	Amount
Cause		CONFIRM TIR LITE ON HOOKUP WDS				100701	112	
Correction		TIRES AND WHEELS - CHECK RUN-OUT						
Tech Notes		REDET LITE DRIVE OVER 40 MPH						
Comment		MONITOR PID RESET AND RECALIBRATE ALL FOUR WHEEL TEST DRIVE OVER 4						
		FP- 0	CONCERN : G29	COND CODE : W6				



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INFORMATION OR APPOINTMENT:
224 OR DIAL "0" FOR OPERATOR

Advisor: CHRISTOPHER KA	Tag: 6917	License: [REDACTED]	VIN: 1FMEU7388 6U2 [REDACTED]	Page: 2	Invoice: W02680
Invoiced: 12/31/06			06 FORD EXPLORER KIA (4WD) 4DR SP Ebony WHITE		
Last Page					

X



QualityCare™



MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY

Name: _____ Year/Model: _____ Date: _____
 License Plate: _____ VIN: _____ RO/Tag #: _____

EVERY 5,000 (OR 3,000) MILES:

Check operation of horn, interior lights (map light/trunk/dome/glove), exterior lamps, turn signals, hazard warning lights, and brake lights

Check windshield washer spray, wiper operation, and wiper blades

Visually inspect radiator, heater, and air conditioning hoses for leaks or damage

Inspect CV drive axle boots, if equipped

Visually inspect exhaust system for leaks, damage, loose parts, and remove any foreign materials trapped by shielding

Inspect and lubricate drive shaft, transmission, u-joints, and transmission shift linkage (if equipped)

Inspect and lubricate steering and steering linkages

Inspect and lubricate suspension

Inspect shocks/struts for excessive bounce, leaks and damage

FLUIDS

4x4 transfer case, front drive axle, and clutch reservoir fluid (truck only)

Transmission fluid

Brake fluid

Power steering fluid

Coolant recovery reservoir fluid

Window washer fluid

EVERY 15,000 MILES:

(Plus above items)

Inspect brake system including lines, hoses and parking brake
Check wheel end for end-play and bearing noise

Inspect engine cooling system, hoses, clamps

Inspect non-neoprene accessory drive belt (only at 105,000-mile interval)

EVERY 30,000 MILES:

(Plus above items)

Inspect clutch operation*

Inspect evaporative fuel system hoses and tubes (only at 60,000- and 120,000-mile intervals)*

Visually inspect battery and clean terminals (if required)

Inspect neoprene accessory drive belt (not required at 30,000 miles)*

NON-MILEAGE RELATED CHECKS:

Inspect windshield for cracks, chips, and pitting

Visually inspect for oil/fluid leaks

Check battery performance

GOOD RECHARGE & RECHECK BAD Cold cranking amps _____ Factory Specs. _____ Actual _____

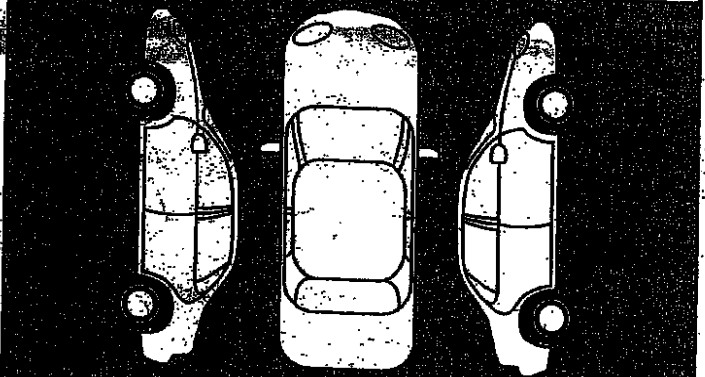
BRAKES & TIRES:

Wear Pattern _____
 Brake Lining Old _____ mm
 New _____ mm
 Tire Tread Old _____ 32nds
 New _____ 32nds

Tire Pressure In _____ psi Out _____ psi

Wear Pattern _____
 Brake Lining Old _____ mm
 New _____ mm
 Tire Tread Old _____ 32nds
 New _____ 32nds

Tire Pressure In _____ psi Out _____ psi



Wear Pattern _____
 Brake Lining Old _____ mm
 New _____ mm
 Tire Tread Old _____ 32nds
 New _____ 32nds

Tire Pressure In _____ psi Out _____ psi

Wear Pattern _____
 Brake Lining Old _____ mm
 New _____ mm
 Tire Tread Old _____ 32nds
 New _____ 32nds

Tire Pressure In _____ psi Out _____ psi

Comments: _____

Service Advisor: _____ Technician: _____

This Courtesy Inspection Completed by Your QualityCare Service Team



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INFORMATION OR APPOINTMENT: 224 FOR DIASEN FOR GENERATOR

Advisor: CHRISTOPHER KA	Tag: 5078	License:	Page: 1	Invoice: W03194
Odometer in: 2810		Out: 2810	Dist: 1FT WAR	06 FORD EXPLORER XLT 4WD 4DR SPTUTY WHITE
Invoiced: 11/11/03		PLATE#: 0006T231		
Concern Cause	CUSTOMER LOW TIRE PRESSURE TIRE COMES ON 629 NDS CHECK TIRE LIGHT ON	Operation	12650D	Amount 112
Correction	LET TOWER TEST - DIAGNOSIS FOUND UNDER THE TIRE SIGHTLY NERVE AND TOWER UNDER CODES CONCERN 1 629 COND CODE : X2	FF- 12650D		
<p><i>NEXT TIME LIGHT COMES ON STOP BUS</i></p> <p style="text-align: right;">Last Page</p> 				

X



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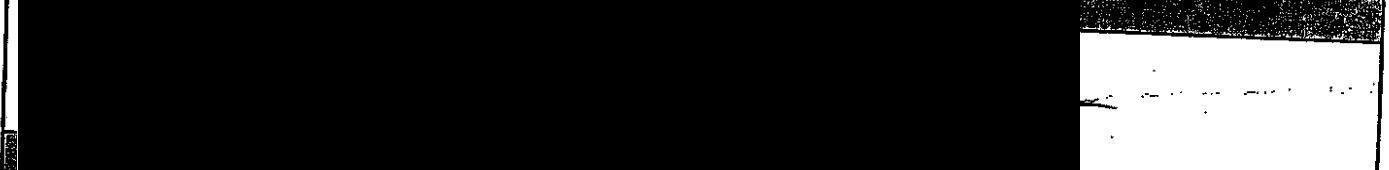
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BLUE GOLD GREEN SILVER
 223 263 229 222

INFORMATION OR APPOINTMENT DIAL 224

04108	1210	204 CHRISTOPHER KALEMBA	01/06/06 14:16	NJ	1FMEU7388 6U
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06 FORD EXPLORER 4DR SPTUEY XLT 4WD WHITE Model#: U73 Odometer: 3034
 4.6L SOHC 6U51A50A Stock No: 0006T231
 Dates: Production: 08/09/05 /15/05 sold: 200 Odom: 2810 Daily Avg: 834 Month Avg: 2820

51*	W	CUST STS. BATTERY DEAD NO START TOWED DEAD
-----	---	---

MEG: 24F001 Dist: 1FT SVC DIR: 20546 Fuel: UNL Estimated Completion: 01/06/06 16:00
 Name Verify: Color Code: Trim: VC

Possible recheck. Last Serviced 12/15/05

WAR WARRANTY WA - WARRANTY

PREM	6UA06324	72	60000	100.00	11/15/11
------	----------	----	-------	--------	----------

*Alarm shop
 Remade inop
 Remade starter inop* *Going Dead*

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.

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 I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE COST TO COMPLETE THE REQUESTED REPAIRS



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INFORMATION OR APPOINTMENT: 224 OR DIAL "0" FOR OPERATOR

Advisor: CHRISTOPHER KA	Tag: 1210	License: [REDACTED]	VIN: 1FMEU73686U [REDACTED]	Page: 1	Invoice: C04108
In: 3034 Out: 3034		Dist: IPT CUS C	Prelim: 05 FORD EXPLORER XLT 4WD 4DR SPTUTY WHITE	Stock #: 00067231	
Invoiced: 01/12/05 08:28					
Correction	Comment	Type: C	C	200	.00
TOWED DEAD AUTO ACTION DISCONNECTED MODULE , CAUSING PROBLE CAUSING DEAD BATTERY AUTOACTION ORDER NEW MODULE					
TOTAL CHARGE		.00	CASH	.00	
			TOTAL CHARGE	.00	
If you have any questions - please see CHRISTOPHER KALEBA					
Last Page					

DID NOT RESOLVE OR INCLUDE PROBLEM
 AND RETURN WILL BE FOR LOW TIRE PRESSURE? LT.

InterRent

RENTAL AGREEMENT NO. **D**

OPTIONAL EQUIPMENT
 OUR CONTRACTOR
 ADDITIONAL EQUIPMENT

WE HAVE PERSONAL ACCIDENT
 MEDICAL AND SUPPLEMENTARY
 INSURANCE WHICH WE HEREBY
 EXTEND TO YOU AND THESE
 PRODUCTS. WE WOULD LIKE
 TO KNOW IF YOU WANT TO
 PURCHASE ANY OF THESE
 PRODUCTS. IF YOU WANT TO
 PURCHASE ANY OF THESE
 PRODUCTS, PLEASE CONTACT
 YOUR RENTAL AGENT.

REPLACEMENT TIRE
 TIRE
 TIRE
 TIRE

REPLACEMENT TIRE
 TIRE
 TIRE
 TIRE

RENTAL
 TERMS
 AMOUNT DUE
 CASH
 CHECK
 CREDIT CARD

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- M.C.
- DISCOVER
- VISA
- AM-EXPRESS
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BLUE 223 SILVER 222 GOLD 263 GREEN 229

INFORMATION OR APPOINTMENT: 224 OR DIAL '0' FOR OPERATOR

Advisor: CHRISTOPHER KA	Tag: 1210	License:	VIN: 1FMEU7368 6U	Page: 1	Invoice: W04521	
Odometer in: 3262 Out: 3262		Dist: 1FT WAR W	Prelim	06 FORD EXPLORER XLT 4WD 4DR SPTUTY WHITE		
Invoiced: 01/16/06 10:11 KC			Stock#: 0006T231			
Concern	51	CUST STS TIRE VALVE CONCERN		Operation	Tech	Amount
Cause		CHECK LEFT REAR WHEEL BEAKING		1015DB	112	
Correction		TIRE VALVE LEAKING FAULTY VALVEE				
Comment		REPLACWE VALVE REBALANCE WHEEL ROADTEST RESET LITE OKAY				
Parts		Part Number	PO#	Note	Description	Quantity
		010	TIREVALVE		TIRE VALVE	1
		FR- W			COND CODE : 01	Sell
		CONCERN : G29				
Attention: Other Repair Orders on this vehicle: RO: 04108 Opened: 01/06/06 CUS - 01/11/06 (P) If you have any questions - please see CHRISTOPHER KALEMBA						
						Last Page



Fette



WE ACCEPT THE FOLLOWING

- CASH
- CHARGE
- M.C.
- DISCOVER
- VISA
- AM-EXPRESS
- MAC

FORD - KIA

1137 ROUTE 46 • CLIFTON, N.J. 07013

www.fetteford.com

SERVICE : (973) 779-7000
 SALE/LEASING : (973) 779-7000
 PARTS : (973) 471-7000

FOR PROMPT SERVICE PLEASE USE THE EXTENSION NUMBER SHOWN FOR YOUR SERVICE TEAM.

BLUE 223 SILVER 222 GOLD 263 GREEN 229

INFORMATION OR APPOINTMENT: 224 OR DIAL "0" FOR OPERATOR

Advisor: CHRISTOPHER KA	Tag: 1210	License: [REDACTED]	VIN: 1FMEU7388 [REDACTED]	Page: 1	Invoice: C04581																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Odometer In: 3356</td> <td style="width: 30%;">Out: 3356</td> <td style="width: 20%;">Dist: 1FT CUS C</td> <td style="width: 20%;">Prelim</td> </tr> <tr> <td colspan="4" style="text-align: center;">06 FORD EXPLORER XLT 4WD 4DR SPTUTY WHITE</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Stock#: 0006T231</td> </tr> <tr> <td colspan="4" style="text-align: center;">Invoiced: 01/17/06 15:48 KC</td> </tr> </table>						Odometer In: 3356	Out: 3356	Dist: 1FT CUS C	Prelim	06 FORD EXPLORER XLT 4WD 4DR SPTUTY WHITE						Stock#: 0006T231		Invoiced: 01/17/06 15:48 KC																			
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Invoiced: 01/17/06 15:48 KC																																					
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PAID

JAN 17 2006

VJG

CK#

DID NOT INCLUDE RECONSTRUCTION OF THE PLANT/BLANK COMBO KIT FROM A.M. [unclear] [unclear]



Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: _____ Year/Model: _____ Date: _____
 RO/ Tag: _____ Mileage: _____

CHECKED AND OKAY AT THIS TIME MAY REQUIRE FURTHER ATTENTION REQUIRES IMMEDIATE ATTENTION

Check Fluid Levels and Fill

OK	FILL	Engine Oil	OK	FILL	Power Steering
OK	FILL	Transmission (if equipped with dipstick)	OK	FILL	Coolant Recovery Reservoir
OK	FILL	Brake Reservoir	OK	FILL	Window Washer

Check Following Systems / Components

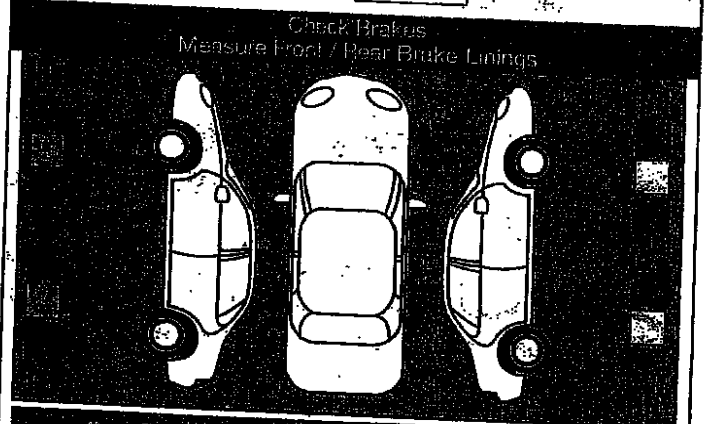
OK	OK	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
OK	OK	Windshield washer spray, wiper operation and wiper blades
OK	OK	Windshield for cracks, chips and pitting
OK	OK	Radiator, heater, and air-conditioning hoses for leaks and damage
OK	OK	Engine air filter
OK	OK	Inspect cabin air filter (if equipped)
OK	OK	Oil and/or fluid leaks
OK	OK	Constant velocity (CV) drive axle boots (if equipped)
OK	OK	Exhaust system (leaks, damage, loose parts)
OK	OK	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
OK	OK	Steering and steering linkages
OK	OK	Shocks/struts and other suspension components for leaks and/or damage
OK	OK	Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
OK	OK	Engine Cooling system, hoses and clamps
OK	OK	Accessory drive belt(s)
OK	OK	Clutch operation (if equipped)

State Inspection Due (if Applicable) _____ MO / _____ DAY / _____ YEAR

Comments: _____

Check Battery

Good	Factory Spec Cold Cranking Amps	Good	Bad
Recharges	Actual Cold Cranking Amps	Battery Terminals (Clean if necessary)	
Bad			



Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)
 Less than 5mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

Comments: _____

Check Tires

LF	TREAD DEPTH	RF
7/32 or Greater		7/32 or Greater
4/32 to 6/32		4/32 to 6/32
3/32 or less		3/32 or less
LR		RR
7/32 or Greater		7/32 or Greater
4/32 to 6/32		4/32 to 6/32
3/32 or less		3/32 or less

Comments: _____

This Courtesy Inspection Completed by Your Dealership Team

Service Advisor: _____
 Technician: _____



NEW JERSEY RETAIL INSTALLMENT CONTRACT

Date NOVEMBER 15, 2005

NOTE - A TABLE OF CONTENTS FOR THIS CONTRACT APPEARS AS PARAGRAPH NO. 36 ON THE REVERSE SIDE
1. NATURE OF CONTRACT: If this box is checked, this is a simple interest contract WITH a "Balloon Payment" as the last scheduled payment. (The Balloon Payment option is not available if the cash price of the vehicle is \$10,000 or less.) If this box is not checked, this is a simple interest contract WITHOUT a "Balloon Payment" as the last scheduled payment.

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)	Seller (Creditor) Name and Business Address
 <u>CLIFTON</u> <u>PASSAIC</u> NJ	<u>FETTE FORD, INC.</u> <u>1137 ROUTE 46</u> <u>CLIFTON</u> NJ 07013
	Phone Number:

2. WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we," "us," and "our" mean the Seller named above and, after assignment and acceptance, the Seller's assignee, JPMorgan Chase Bank, N.A., acting on its own or as agent for an affiliated entity (and any subsequent assignee).

3. DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
							<input type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural
If truck - Describe body, gross vehicle weight and major items of equipment sold:							

4. NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

5. FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you, or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase, including your downpayment of.
<u>9.10%</u>	<u>\$ 19,806.54</u>	<u>\$ 39,265.06</u>	<u>\$ 52,071.60</u>	<u>\$ 55,571.60</u>

PAYMENT SCHEDULE: Your payment schedule will be 0084 monthly payments of \$ 619.90 due on the same day of each month starting on DECEMBER 30, 2005

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be monthly payments of \$ N/A each, due on the same day of each month starting on N/A, and then your last payment will be \$ N/A, due on N/A.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is more than 10 days late, you may be charged \$10.00.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require prepayment in full before the scheduled maturity date.

6. ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (including any accessories, installation of accessories, and sales taxes of \$ <u>2,100.00</u>)	\$ <u>38,632.40</u>
2. Downpayment:	
A. Net Trade-in Your Trade-in is a <u>1998 Ford</u> Year <u>1998</u> Make <u>Ford</u> Model <u>Mustang</u>	\$ <u>2,500.00</u>
B. Cash Downpayment	
C. Total Downpayment (A + B)	\$ <u>2,500.00</u>
3. Unpaid Balance of Cash Price (1 - 2C)	\$ <u>36,132.40</u>
4. Other Charges, including Amounts Paid to Others on Your Behalf	\$ <u>4,500.00</u>
A. Cost of Optional Credit Insurance for the Term(s) Specified in the "Credit Insurance"	\$ <u>34,132.40</u>

Life \$ 945.52 Disability, Accident and Health \$ 1,532.56

B. Official Fees Paid to Government Agencies \$ 2,500.00

C. Government License and/or Registration Fees (Itemize) \$ N/A

D. Government Certificate of Title Fees \$ 50.00

E. Other Charges (Describe who will receive payment and purpose)
 To _____ For Optional Gap Coverage \$ N/A
 To FLRD ESP - EXTENDED SERV For SERVICE CONTRACT \$ N/A

F. Total Other Charges and Amounts Paid to Others on Your Behalf (A + B + C + D + E) \$ 1,550.00

5. Amount Financed - (Unpaid Balance), (3 + 4F): \$ 4,112.50
 ** We may retain, or receive, a portion of these amounts: \$ 2,500.00

and for the amount shown in Section 4E, if no amount is shown and you have not received a copy of a Gap waiver or insurance policy, there is no Gap coverage.

Buyer's and Co-Buyer's Initials
 Buyer's Initials
 Co-Buyer's Initials

7. **PROMISE TO PAY:** You promise to pay us the Amount Financed shown above, plus a Finance Charge determined by applying a daily rate of 1/365th of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed each day.
8. **PAYMENTS BEFORE OR AFTER DUE DATE:** This is a simple interest contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. If no late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If a late charge and/or returned check charge is owed, we credit each payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late charge and/or returned check charge, and then to the unpaid balance of the Amount Financed. We compute your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is \$1.00 or more).
9. **BALLOON PAYMENT:** THIS CONTRACT IS CHECKED WITH BALLOON PAYMENT ABOVE. THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraphs appearing on the reverse entitled "LAST PAYMENT OPTIONS" applies and the odometer reading related to in Section 10 (4) of such paragraph is _____ miles.
10. **LOCATION OF VEHICLE:** The vehicle will be kept at the above address of the Buyer, unless another address is listed:

_____ (Street and Town)

11. **CREDIT INSURANCE**
 Credit life and credit disability, accident and health insurance are not required to obtain credit and will not be provided under this Contract unless you sign for them and agree to pay the additional cost. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.
 If you want the following insurance, sign below:
 Life (Buyer, Co-Buyer, Both) at a premium of \$ 945.52 for a term of 84 MONTHS
 Credit Life insurance will pay your debt on this Contract up to \$ 40,000.00
 Disability, Accident and Health (Buyer Only) at a premium of \$ 1,532.56 for a term of 84 MONTHS
 Credit disability, accident and health insurance will pay your debt on this Contract up to \$ _____ for a term of _____ PER MONTH
 The name of the insurer is: _____
 _____ LEAGUE CITY Home Office Address TX _____
 _____ 11/15/2005 _____
 Date Co-Buyer Signature Date

12. **PROPERTY INSURANCE:** Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by _____ for the initial term of _____ at a premium of _____ but such charge is not included in this Contract.

13. **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.**

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT IT CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ IT AND AGREE TO ITS TERMS.
 IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

14. **ACKNOWLEDGEMENT:** You acknowledge that you have read both sides of this Agreement, agreed to all terms, and received a completed copy of it signed by Seller.

NOTICE TO RETAIL BUYER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

15. Buyer Signs _____ Co-Buyer Signs _____
 Seller (Creditor) Signs _____
 By signing here, the Seller agrees to the terms of this Contract and assigns this Contract to Seller's assignee under the terms agreed to by Seller and Seller's assignee.

BUYER'S COPY

NEW FORD Fette FORD
MOTOR VEHICLE ORDER FORM

1137 ROUTE 48 (JUNCTION-RT. 3)
P.O. BOX 1237
CLIFTON, N.J. 07013
TEL: (973) 779-7000 • FAX (973) 779-3922
www.fetteford.com



FN 91107

STOCK NO. **6T231**

CUSTOMER: [REDACTED] DATE: **11/13/05**
ADDRESS: [REDACTED] E-MAIL: [REDACTED]
RESIDENCE PHONE: [REDACTED] BUSINESS PHONE: () CELL: ()

SALESPERSON/ASM: **Mr. Rhead/Menreth**

PLEASE ENTER MY ORDER FOR ONE **2005 FORD** MODEL **EXP1** MILES **2589**
BODY TYPE _____ COLOR **White** TRIM _____ SERIAL NO. **1FMEU738864**

CORP CODE #: _____ TAX I.D. #: _____ G.V.W.R.: _____

ADDITIONAL EQUIPMENT (OPTIONS)
**DEMO - NEW / USED VEHICLES
SOLD AS A DEMONSTRATOR
WITH BALANCE OF FACTORY
WARRANTY WHERE APPLICABLE
SOLD COSMETICALLY AS IS**

IF A NEW VEHICLE SALE OR LEASE . . .
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

**IF A LEASE OR RED CARPET OPTION,
THE FOLLOWING APPLY:**
TERM _____ MILEAGE PER YEAR _____
Monthly Payment Amount: _____
Registration Fee _____
Documentary Fee (See Below for Itemization) **\$110.00**
Anti-Theft Window Etching - Optional **\$138.00**
Down Payment _____
Refundable Security _____

**IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED
ON A SEPARATE DISCLOSURE STATEMENT IS MADE A
PART OF THIS ORDER FORM.**

GASH DUE AT DELIVERY \$
IF A PURCHASE THE FOLLOWING APPLY:

**IF A LEASE OR RED CARPET OPTION, COMPLETE
DISCLOSURE OF ALL TERMS AND CONDITIONS IS
CONTAINED ON A SEPARATE CONTRACT.**

Anti-Theft Window Etching - Optional **\$138.00**

TRADE-IN
Year **1998** Make **Ford** Model **Mustang** Mileage **67,580**

TOTAL PRICE OF VEHICLE **25,800**

Serial No. **8F1M2A5T19648**

Less Trade-In **2,500**

TOTAL TAXABLE AMOUNT **23,300**

BALANCE OWED TO: _____

State Sales Tax _____

ADDRESS _____

Motor Vehicle Title Fee - \$1.50 per New Title _____

ACCOUNT NO: _____ PER _____

Registration Fee (Estimated) **NEW TRANS** **35**

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All bags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

Documentary Fee **\$110.00**
Clerical Expense \$55.00
Document Delivery Service \$10.00
Computer Fee \$45.00

NET PAY-OFF ON TRADE-IN _____

TOTAL **35,800**

Deposit (Minimum Required 10%) _____

CASH BALANCE (IF VEHICLE IS PURCHASED) OR FRONT MONIES (IF VEHICLE IS LEASED) TO BE PAID IN CASH OR CERTIFIED CHECK TO DEALER ON DELIVERY _____

Rebate **200**

DATE **11/13/05**

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the Dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. **THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.**

Accepted By: 11/15/05 [Signature] 11/15/05 [Signature]
 Date Dealer or His Authorized Representative Date Customer's Signature

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.** Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. **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. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED.** I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted By: 11/15/05 [Signature] 11/15/05 [Signature]
 Date Dealer or His Authorized Representative Date Customer's Signature

THIS ORDER NOT SUBJECT TO CANCELLATION -- DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

1. DEFINITIONS. "Selling Dealer" and "Dealer" mean the authorized dealer to whom this Order is addressed, and who shall become a party or its acceptance. "Customer" means the party executing this Order as such on the face hereof. "Manufacturer" means the Division or Corporation that manufactured the vehicle or other chattel being understood by Customer that Dealer is in no respect the agent of Manufacturer.

2. RELATIONSHIP OF PARTIES TO AGREEMENT. Manufacturer is for the purpose of generally explaining certain contractual relationships existing between the Dealer and Manufacturer with respect to the new motor vehicles.

3. MANUFACTURER'S PRICE INCREASES. The Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer for the new motor vehicle ordered by Customer is changed by Manufacturer prior to the delivery to Customer, the price to Dealer of the new motor vehicle ordered by Customer is changed. The cash delivery price or monthly lease price shall be the price to Dealer.

4. TRADE-IN AND APPRAISAL. Where Customer wishes to trade in a used motor vehicle ("trade-in") as part of the consideration for the motor vehicle ordered, Dealer may appraise the trade-in at the time of the execution of this Order by Customer. Dealer also reserves the right to appraise the trade-in at a later date. The trade-in shall be appraised on the basis of the fair market value of the vehicle at the time of appraisal. The appraisal shall be based on the condition of the vehicle at the time of appraisal and shall not be affected by any damage to the vehicle or any other factors. The appraisal shall be subject to the final determination of Dealer. The appraisal shall be based on the condition of the vehicle at the time of appraisal and shall not be affected by any damage to the vehicle or any other factors. The appraisal shall be subject to the final determination of Dealer.

5. DELIVERY OF TITLE TO DEALER. Customer shall deliver to Dealer the title to the motor vehicle ordered by Customer. The title shall be delivered to Dealer in the event the price to Dealer for the new motor vehicle ordered by Customer is changed by Manufacturer prior to the delivery to Customer. The cash delivery price or monthly lease price shall be the price to Dealer.

6. TRADE-IN AND APPRAISAL. Where Customer wishes to trade in a used motor vehicle ("trade-in") as part of the consideration for the motor vehicle ordered, Dealer may appraise the trade-in at the time of the execution of this Order by Customer. Dealer also reserves the right to appraise the trade-in at a later date. The trade-in shall be appraised on the basis of the fair market value of the vehicle at the time of appraisal. The appraisal shall be based on the condition of the vehicle at the time of appraisal and shall not be affected by any damage to the vehicle or any other factors. The appraisal shall be subject to the final determination of Dealer.

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ADDITIONAL TERMS AND CONDITIONS

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer.

Date: 1-25-04

