



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

OFFICE OF DEFECTS &
INVESTIGATIONS
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October 14, 2011

Mr. Frank S. Borris, Director
Office of Defects Investigation
National Highway Traffic Safety Administration
1200 New Jersey Avenue SE, Room W45-302
Washington, DC 20590

Dear Mr. Borris:

Subject: PE11-024:NVS-213krh

The Ford Motor Company (Ford) response to the agency's August 25, 2011 letter concerning reports of alleged difficulty shifting into gear in 2011 and 2012 model year Ford Mustangs with an MT82 transmission is attached.

Ford introduced new engines and transmissions for the 2011 model year to continue meeting high customer expectations for vehicle performance while also improving fuel economy. While some customers have expressed satisfaction concerns related to shift quality in these vehicles, analysis of the reports included in this response and a thorough understanding of the design and manufacture of these transmissions and shift controls shows that the conditions observed by those customers does not result in an inability to shift into gear or in loss of motive power while driving and, accordingly, there is no risk to safety associated with the manual transmissions in these vehicles.

Concurrent with the launch of these new powertrains, Ford undertook aggressive monitoring of customer feedback, not only being sent directly to Ford, but also through customer comments in a wide variety of forums such as social media and various Mustang enthusiast forums. Through these varied sources of information, Ford became aware of a range of customer observations pertaining to the new 6-speed transmission. These ranged from reports that the gear shift was "stiff," that shift efforts were higher than expected when changing gears, to reports of "grinding or notchiness" while completing a gear shift. Although reports associated with shift quality concerns appear to affect a low percentage (approximately three percent) of the vehicles equipped with the MT82 transmission, Ford nevertheless undertook steps to understand the causes of these concerns and to implement improvement actions where appropriate.

While there have been some customer satisfaction concerns with the MT82 6-speed transmission in the subject vehicles, none of the underlying causes result in an inability to shift into gear or a loss of motive power. The issues identified by customers have related to higher than expected shift efforts on a "cold" transmission, clutch stayout at higher engine rpms, gear clash or grinding, the skip-shift feature, and backing out of the clutch plate bolts in some early



production vehicles. While the latter condition potentially could result in an inability to shift into gear, it is a very rare occurrence and can only inhibit the ability to shift into gear after prolonged and obvious indication to a driver through vibration, increased shift efforts or gear clash or grinding.

As a result of Ford's monitoring of these customer concerns, observations by dealer service personnel and Ford field service personnel, and vehicle inspections, we have concluded that the reports generally relate to customer unfamiliarity with the performance style shifter with its narrow gates, the skip-shift feature, vehicle modifications, and vehicle abuse.

Diligent monitoring of many customer feedback sources caused Ford to immediately evaluate and address several of the customer concerns. Some customer vehicles have experienced more than one repair attempt to address a particular issue and, regrettably, some customers have not had the level of satisfaction that Ford desires. Ford is committed to continually monitoring its products to provide the highest level of customer satisfaction possible. That is the case with the MT82 manual transmission.

A review of the reports provided in response to this inquiry has found that the reports have continued to decline as each action was put into place by Ford. The 2012 model year field data, although immature, indicates the actions taken have been very effective.

In summary, all of the actions to date have been implemented to address sources of customer dissatisfaction related to "shift quality" concerns. The concerns described in the reports to Ford do not result in an inability to shift into gear or loss of motive power and clearly do not present an unreasonable safety risk. This observation is supported by the fact that there are no reports of any highway accidents or injuries related to this concern, even with the broadest definition of the alleged defect utilized to search for reports.

If you have any questions concerning this response, please feel free to contact me.

Sincerely,


Steven M. Kenner

Attachment

FORD MOTOR COMPANY (FORD) RESPONSE TO PE11-024

Ford's response to this Preliminary Evaluation information request was prepared pursuant to a diligent search for the information requested. While we have employed our best efforts to provide responsive information, the breadth of the agency's request and the requirement that information be provided on an expedited basis make this a difficult task. We nevertheless have made substantial effort to provide thorough and accurate information, and we would be pleased to meet with agency personnel to discuss any aspect of this Preliminary Evaluation.

The scope of Ford's investigation conducted to locate responsive information focused on Ford employees most likely to be knowledgeable about the subject matter of this inquiry and on review of Ford files in which responsive information ordinarily would be expected to be found and to which Ford ordinarily would refer. Ford notes that although electronic information was included within the scope of its search, Ford has not attempted to retrieve from computer storage electronic files that were overwritten or deleted. As the agency is aware, such files generally are unavailable to the computer user even if they still exist and are retrievable through expert means. To the extent that the agency's definition of Ford includes suppliers, contractors, and affiliated enterprises for which Ford does not exercise day-to-day operational control, we note that information belonging to such entities ordinarily is not in Ford's possession, custody or control.

Ford has construed this request as pertaining to vehicles manufactured for sale in the United States, its protectorates, and territories.

In a September 6, 2011 telephone conversation, Mr. Kareem Habib of the agency informed Ford personnel that the scope of the investigation specifically pertains to vehicles equipped with the MT82 6-speed manual transmission (i.e., 3.7L V6 and 5.0L V8 equipped vehicles).

Ford notes that some of the information being produced pursuant to this inquiry may contain personal information such as customer names, addresses, telephone numbers, and complete Vehicle Identification Numbers (VINs). Ford is producing such personal information in an unredacted form to facilitate the agency's investigation with the understanding that the agency will not make such personal information available to the public under FOIA Exemption 6, 5 U.S.C. 552(b)(6).

Answers to your specific questions are set forth below. As requested, after each numeric designation, we have set forth verbatim the request for information, followed by our response. Unless otherwise stated, Ford has undertaken to provide responsive documents dated up to and including August 25, 2011, the date of your inquiry. Ford has searched within the following offices for responsive documents: Sustainability, Environment and Safety Engineering, Ford Customer Service Division, Global Core Engineering, Office of the General Counsel, Vehicle Operations, and North American Product Development.

Request 1

State, by model and model year, the number of subject vehicles Ford has manufactured for sale or lease in the United States. Separately, for each subject vehicle manufactured to date by Ford, state the following:

- a. Vehicle identification number (VIN);

- b. Model;
- c. Model year;
- d. Date of manufacture; Date warranty coverage commenced; and
- e. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

Provide the table in Microsoft Access 2003, or a compatible format, entitled "PRODUCTION DATA." See Enclosure I, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

Answer

Ford records indicate that the approximate total number of 2011 and 2012 Mustang vehicles equipped with an MT82 manual transmission sold in the United States, (the 50 states and the District of Columbia) protectorates, and territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and Virgin Islands), to date, is 29,807.

The number of subject vehicles sold in the United States by model and model year is shown below:

Model	2011 MY	2012 MY
Mustang with MT82 Transmission	18,914	10,893

The requested data for each subject vehicle is provided in Appendix A.

Request 2

State the number of each of the following, received by Ford, or of which Ford are otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles:

- a. Consumer complaints, including those from fleet operators;
- b. Field reports, including dealer field reports;
- c. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- d. Property damage claims;
- e. Third-party arbitration proceedings where Ford is or was a party to the arbitration; and
- f. Lawsuits, both pending and closed, in which Ford is or was a defendant or codefendant.

For subparts "a" through "d," state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Ford's assessment of the problem, with

a summary of the significant underlying facts and evidence. For items "e" and "f," identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Answer

For purposes of identifying reports of incidents that may be related to the alleged defect and any related documents, Ford has gathered "owner reports" and "field reports" maintained by Ford Customer Service Division (FCSD), and claim and lawsuit information maintained by Ford's Office of the General Counsel (OGC).

Descriptions of the FCSD owner and field report systems and the criteria used to search each of these are provided in Appendix B.

The alleged defect of "[C]omplaints alleging difficulty shifting into gear" presents a very broad range of potential customer observations or allegations. For example, an operator may indicate the gear shift is "stiff", requires higher than expected efforts, or that there is "grinding or notchiness" while completing a gear shift. It is not clear whether these reports meet the definition of "difficulty shifting into gear". Conversely, an allegation of the inability to shift into any desired gear, either from a stopped condition or rolling condition, regardless of vehicle speed, would clearly appear to meet the alleged defect. Nevertheless, in an effort to completely and thoroughly analyze the reports relating to the agency's request, Ford is providing all such reports and allegations that could meet the definition of the alleged defect. Accordingly, the following categorizations were used in the review of reports located in each of these searches:

Category	Allegation
A1	Alleged difficulty shifting into gear - Cold
A2	Alleged difficulty shifting into gear - Temperature ambiguous
A3	Alleged difficulty shifting into gears - Grinding or "notchy"
A4	Alleged difficulty shifting into gears - Clutch issue
A5	Alleged difficulty shifting related to Skip Shift
B	Alleged difficulty shifting - cause ambiguous

We are providing electronic copies of reports categorized as "B" as "non-specific allegations" for your review because of the broad scope of the request. Based on our engineering judgment, the information in these reports is insufficient to support a determination that they pertain to the alleged defect.

Owner Reports: Records identified in a search of the Master Owner Relations Systems (MORS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant owner reports identified in this search that allege difficulty shifting into gear in a subject vehicle are provided in the MORS III portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field.

When we were able to identify that responsive (i.e., not ambiguous) duplicate owner reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately.

Legal Contacts: Ford is providing, in Appendix B, a description of Legal Contacts and the activity that is responsible for this information. To the extent that responsive (i.e., not ambiguous) owner reports indicate that they are Legal Contacts, Ford has gathered the related files from the Office of General Counsel (OGC). Non-privileged documents for files that were located that are related to the responsive owner reports are provided in Appendix D.

Field Reports: Records identified in a search of the Common Quality Indicator System (CQIS) database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described above. The number and copies of relevant field reports identified in this search that allege difficulty shifting into gear in a subject vehicle are provided in the CQIS portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field.

When we were able to identify that responsive duplicate field reports for an alleged incident were received, each of these duplicate reports was marked accordingly, and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one report associated with their VINs. These reports have been counted separately. In addition, field reports that are duplicative of owner reports are provided in Appendix C but are not included in the field report count above.

VOQ Data: This information request had an attachment that included 42 Vehicle Owner Questionnaires (VOQs). Ford made inquiries of its MORS database for customer contacts, and its CQIS database for field reports regarding the vehicles identified on the VOQs. Ford notes that in some instances where the VOQ does not contain the VIN or the owner's last name and zip code, it is not possible to query the databases for owner and field reports specifically corresponding to the VOQs.

Crash/Injury Incident Claims: For purposes of identifying allegations of accidents or injuries that may have resulted from the alleged defect, Ford has reviewed responsive owner and field reports, and lawsuits and claims. Copies of reports corresponding to these alleged incidents are provided in the MORS, and Legal Claim/Lawsuits portions of the database provided in Appendix C. One allegation of a crash was identified.

Claims, Lawsuits, and Arbitrations: For purposes of identifying incidents that may relate to the alleged defect in a subject vehicle, Ford has gathered claim and lawsuit information maintained by Ford's OGC. Ford's OGC is responsible for handling product liability lawsuits, claims, and consumer breach of warranty lawsuits and arbitrations against the Company.

Lawsuits and claims gathered in this manner were reviewed for relevance and sorted in accordance with the categories described above

We are providing the requested detailed information, where available, on the responsive lawsuits and claims in Appendix C in the Legal Claim/Lawsuits tab. The number of relevant lawsuits and claims identified is also provided in this log. To the extent available, copies of complaints, first notices, or MORS reports relating to matters shown on the log are provided in Appendix D. With regard to these lawsuits and claims, Ford has not undertaken to contact outside law firms to obtain additional documentation.

Request 3

Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:

- a. Ford's file number or other identifier used;
- b. The category of the item, as identified in Request No, 2 (i.e., consumer complaint, field report, etc.);
- c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
- d. Vehicle's VIN;
- e. Vehicle's make, model and model year;
- f. Vehicle's mileage at time of incident;
- g. Incident date;
- h. Report or claim date;
- i. Whether a crash is alleged;
- j. Whether a fire is alleged;
- k. Whether property damage is alleged;
- l. Number of alleged injuries, if any; and
- m. Number of alleged fatalities, if any.

Provide this information in Microsoft Access 2003, or a compatible format, entitled "REQUEST NUMBER TWO DATA," See Enclosure 1, Data Collection Disc, for a preformatted table which provides further details regarding this submission.

Answer

Ford is providing owner and field reports in the database contained in Appendix C in response to Request 2. To the extent information sought in Request 3 is available for owner and field reports, it is provided in the database. To the extent information sought in Request 3 is available for lawsuits and claims, it is provided in Appendix C in the Legal Claim/Lawsuits tab.

Request 4

Produce electronic copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method Ford used for organizing the documents.

Answer

Ford is providing owner and field reports in the database contained in Appendix C in response to Request 2. Copies of complaints, first notices, or MORS reports relating to matters shown on the Log of Lawsuits and Claims provided in Appendix C in the Legal Claim/Lawsuits tab are provided in Appendix D. To the extent information sought in Request 4 is available, it is provided in the referenced appendices.

Request 5

State, by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by Ford to date that relate to, or may relate to, the alleged defect in the subject vehicles: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Ford's claim number;
- b. Vehicle owner or fleet name (and fleet contact person) and telephone number;
- c. VIN;
- d. Repair date;
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code;
- i. Replacement part number(s) and description(s);
- j. Concern stated by customer;
- k. Cause and Correction stated by dealer/technician; and
- l. Additional comments, if any, by dealer/technician relating to claim and/or repair.

Provide this information in Microsoft Access 2003, or a compatible format, entitled "WARRANTY DATA." See Enclosure 1, Data Collection Disc, for a pre-formatted table which provides further details regarding this submission.

Describe in detail the search criteria used by Ford to identify the claims identified in response to Request No. 6, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Ford on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered).

Answer

Records identified in a search of the AWS database, as described in Appendix B, were reviewed for relevance and sorted in accordance with the categories described in the response to Request 2. The number and copies of relevant warranty claims identified in this search that allege difficulty shifting into gear in a subject vehicle are provided in the AWS portion of the database contained in Appendix C. The categorization of each report is identified in the "Category" field.

When we were able to identify that duplicate claims for an alleged incident were received, each of these duplicate claims was marked accordingly and the group counted as one report. In other cases, certain vehicles may have experienced more than one incident and have more than one claim associated with their VINs. These claims have been counted separately. Warranty claims that are duplicative of owner and field reports are provided in Appendix C but are not included in the report count above.

Requests for "goodwill, field, or zone adjustments" received by Ford to date that relate to the alleged defect that were not honored, if any, would be included in the MORS reports identified above in response to Request 2. Such claims that were honored are included in the warranty data provided.

Ford assumes that providing the warranty claims in the electronic database format meets the requirements of this request because the agency can review or order the claims as desired.

For 2011 and 2012 model year Ford Mustang vehicles, the New Vehicle Limited Warranty, Bumper-to-Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. Additionally, Powertrain Warranty coverage begins at the warranty start date and lasts for five years or 60,000 miles, whichever occurs first. As explained in the warranty information provided with each new vehicle, warranty coverage may be declined in certain instances (examples are when abusive use of the vehicles is evident and aftermarket modifications that cause damage to other components or systems).

Request 6

Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged defect in the subject vehicles, that Ford has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Ford is planning to issue within the next 120 days.

Answer

For purposes of identifying communications to dealers, zone offices, or field offices pertaining, at least in part, to difficulty shifting into gear, Ford has reviewed the following FCSD databases and files: The On-Line Automotive Service Information System (OASIS) containing Technical Service Bulletins (TSBs) and Special Service Messages (SSMs); Internal Service Messages (ISMs) contained in CQIS; and Field Review Committee (FRC) files. We assume this request does not seek information related to electronic communications between Ford and its dealers regarding the order, delivery, or payment for replacement parts, so we have not included these kinds of information in our answer.

A description of Ford's OASIS messages, ISMs, and the Field Review Committee files and the search criteria used are provided in Appendix B.

OASIS Messages: Ford has identified two SSMs and two TSBs that may relate to the agency's request and is providing copies of them in Appendix I1.

Internal Service Messages: Ford has identified one ISM that may relate to the agency's request and is providing a copy of it in Appendix I2.

Field Review Committee: Ford has identified no field service action communications that may relate to the agency's request.

Ford currently has no plans to issue communications related to the subject of NHTSA's investigation.

Request 7

Provide the following information regarding the subject bulletin:

- a. A chronology of events related to the issuance of the bulletin, including a detailed description of when and how Ford first recognized the concerns described in the bulletins, what actions were taken to investigate the concern and all meetings

- conducted to review the concerns and make the decision to issue the bulletins and each revision thereof;
- b. All 8-D reports or any equivalent technical investigations and final reports associated with the bulletins; and
 - c. Copies of all documents related to investigation and review of the concerns addressed by the subject bulletins, including all material presented at all meetings conducted to review the investigation and analysis of field data (e.g., complaints, field reports, and warranty data), the development of the correction, predicted failure rates, and the potential safety consequences.

Answer

As the agency is aware, service and repair of vehicles is accomplished by thousands of dealerships and private repair facilities. Part of the relationship between dealers and manufacturers includes providing information to dealership technicians to assist in efficient diagnosis, troubleshooting, and repair of vehicles. One attribute of the manufacturer/dealership relationship is issuing technical communications for various conditions and situations. For instance, SSMs and TSBs may be issued to provide awareness to technicians of new technologies or new tool availability, to alert them of feature, component, or calibration changes, or to assist in diagnosis of difficult symptoms.

An SSM is limited in the number of characters that can be provided, and is incapable of providing illustrations or pictures due to the nature of the system. SSMs are intended for rapid, non-permanent types of electronic communications and are made obsolete after 10 years, or sooner if superseded or no longer necessary.

TSBs are intended for similar purposes but are intended to be a permanent document and do not become obsolete, but may be superseded. A TSB can contain much more information than an SSM, including sketches, illustrations, drawings and very detailed procedures. TSBs do not have a size limit. Service bulletins of either type may result from Ford's receipt of repeat calls of similar questions to the FCSD technical hotline (helpdesk) by technicians requesting assistance with diagnosis, from an issue identified by either design or manufacturing engineering, or from items identified by production personnel or Plant Vehicle Team (PVT) members among others. Those involved with developing a technical communication vary depending on the component or system involved and the nature of the topic (i.e., new technology, service, diagnosis, or repair assistance, etc.), but typically involve general groups of personnel. Those may include FCSD's Technical Communications group, the Automotive Safety Office, Certification Programs, FCSD's Parts Supply and Logistics (PS&L) team, Powertrain Calibration, FCSD's Service Engineering team and the PVT. These types of communications are published by FCSD and in accordance with the requirements set forth in 49 CFR Part 579.5, Ford submits to the agency monthly reports of such communications. Copies of the subject bulletins were provided to the agency in Ford's October 7, 2010 (10-19-4) and April 7, 2011 (11-3-18) monthly reports.

Ford interprets the agency's request as a desire to understand the specific event(s), action(s), and observation(s) that may have led to issuance of these particular service messages.

TSB 10-19-4: Through its normal course of monitoring reports and customer feedback, Ford became aware a small number of reports of "clutch stayout" at high engine rpm shifts, where the rotating inertia of the clutch components may exceed the pedal return spring force causing the clutch components to remain disengaged until engine rpm is reduced. Based on an investigation of the reports, Ford initiated a modification to the clutch pedal return springs as

well as the clutch spring fingers to alleviate the issue in production. Because not all vehicles would experience this condition (highly operator dependent) the service bulletin alerted technicians that new parts were available in the event a customer reported symptoms of the condition. This subject is further addressed in Ford's response to Request 12.

TSB 11-3-18: Through its normal course of monitoring reports and customer feedback, Ford identified a number of reports of increased shift efforts and poor shift quality during cold starts. Ford undertook efforts to understand the concerns and determined that these may have resulted from the higher viscosity fluid used in the MT82 transmission. A lower viscosity transmission lubricant was available to address the issue, but Ford Engineering was concerned that the thinner viscosity lubricant might lead to an increased number of complaints related to gear whine or gear noise. Both conditions are customer satisfaction concerns that do not affect long term durability of the components. Ford Engineering worked directly with dealers and customers in an effort to resolve their individual concerns and manage the trade-off between the shift efforts and potential noise concerns. This bulletin informed technicians that a lower viscosity fluid was available and acceptable for use to address the cold shift issues. This subject is further addressed in Ford's response to Request 12.

Information provided in response to this request is provided in Appendix F and is being submitted with a request for confidentiality under separate cover to the agency's Office of the Chief Counsel pursuant to 49 CFR Part 512. Redacted copies of the confidential documents will be provided under separate cover to the agency's Office of Chief Counsel as Appendix F – Redacted.

Documents of this nature, generated through the normal course of business, do not always fit precisely or completely into one of the requested categories. Using our best judgment Ford has attempted to place the documents into categories corresponding to the different parts of the agency's request in electronic folders organized by the request number. If the agency desires clarification, Ford would be glad to discuss any the documents provided herein.

Request 8

Describe all modifications or changes made by, or on behalf of, Ford in the design, material composition, manufacture, quality control, supply, or installation of the subject system, from the start of production to date, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:

- a. The date or approximate date on which the modification or change was incorporated into vehicle production;
- b. A detailed description of the modification or change;
- c. The reason(s) for the modification or change;
- d. The part numbers (service and engineering) of the original component;
- e. The part number (service and engineering) of the modified component;
- f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when; and
- g. When the modified component was made available as a service component.

Also, provide the above information for any modification or change that Ford is aware of which may be incorporated into vehicle production within the next 120 days.

Answer

A table of the requested changes is provided in Appendix G.

Ford currently has no plans for modifications related to the subject components in the subject vehicles in the next 120 days.

Request 9

Provide an overview of the Ford manual transmission system including skip-shift features on V6 and V8 engines. The overview must detail skip-shift feature interactions with other vehicle systems such as throttle control, traction control and engine control units. Also describe skip-shift feature failure modes effect on overall transmission performance and vehicle propulsion.

Answer

Ford understands this request as specifically pertaining to the skip-shift feature in this transmission, and that the agency is not requesting a more generic overview of the manual transmission system itself. The skip-shift feature is only available on V8 equipped vehicles.

The skip-shift feature is designed to function under certain specific vehicle conditions for improved fuel economy performance and will result in direct shifting from first gear into fourth gear rather than into second or third gear. The skip-shift mode is activated or deactivated by the powertrain control module (PCM).

In order for the skip-shift mode to be activated the following conditions must be met:

- The engine coolant temperature is above 170 degrees F.
- The vehicle is accelerating from a stop.
- The vehicle is in, or is shifting out of, first gear.
- The vehicle is traveling 15 to 19 mph.
- The throttle request is 25% or less.
- The engine speed is greater than 900 rpm

(Note: The engine speed was originally approved by the EPA as 1200 rpm but was later reduced to 900 rpm to be consistent with other OEMs using the skip-shift feature.)

If any of the above conditions are not met or no longer met during the drive-cycle, the skip-shift mode is deactivated. A copy of the documentation describing the skip-shift mode that was utilized to gain Environmental Protection Agency certification of the feature is provided for reference in Appendix H.

When the skip-shift mode is activated, a telltale is illuminated in the instrument cluster message center with the words "1->4 SHIFT FOR FUEL ECONOMY". As the gear shifter is moved toward second gear it is mechanically gated by a transmission mounted control to fourth gear. In this condition both second and third gears are mechanically blocked. The shift is relatively seamless to the operator because the gates of the six speed transmission are relatively narrow compared to it's five speed predecessor (further discussed in Ford's response to Request 12.) Ford believes, based on information that it has obtained, that the skip-shift feature on the V8 equipped subject vehicles operates identically to designs of other OEMs who have also incorporated the feature in certain products for many years.

Ford believes that some operators may not be aware that a skip-shift event occurred and misinterpret it as a shift anomaly instead. To improve customer awareness, on or about July 1, 2011, Ford lengthened the time the telltale remains illuminated in the instrument cluster for a skip-shift event. The additional length of time is expected to aid operators in identifying that a skip-shift event occurred.

Request 10

For subject system, provide the following:

- a. Ford complete system specification requirements document;
- b. Ford vehicle test requirements document;
- c. Ford and/or supplier software requirements document;
- d. Complete transmission and clutch assembly drawings;
- e. System D-FMEA and fault tree in PDF or Microsoft excel; and
- f. System DV and PV test plan, DV/PV test matrix and final DV and PV test report.

Answer

Information provided in response to this request is provided in Appendix J and is being submitted with a request for confidentiality under separate cover to the agency's Office of the Chief Counsel pursuant to 49 CFR Part 512.

Request 11

Provide a synopsis comparing MY 2009 Ford Mustang with MY 2011 through 2012 Mustang manual transmission design, supplier, operating conditions, durability requirements and related test results.

Answer

Ford introduced new powertrain systems for the 2011 model year Mustang; the 2011 and 2012 model year manual transmission design is completely different from that used in the 2009 model year.

The manual transmission used in 2009 model year vehicles was a 5-speed design manufactured by Tremec and could be paired with either a 4.0L V6 or 4.6L V8 engine. The 4.0L engine was rated at 210 Hp @ 5,300 rpm and 240 lb. ft. of torque at 3,500 rpm. The 4.6L engine was rated at 300 Hp @ 5,750 rpm and 320 lb. ft. of torque at 4,500 rpm.

A 6-speed manual transmission design, developed in a joint-venture between Ford and Getrag (GFT), was released for the 2011 model year. It could be paired with either a 3.7L V6 or a 5.0L V8 engine. The 3.7L is rated at 305 Hp @ 6,500 rpm and 280 lb. ft. of torque at 4,250 rpm. The 5.0L is rated at 412 Hp @ 6,500 rpm and 390 lb. ft. of torque at 4,250 rpm.

The engine information is provided to illustrate that, not only did the power and torque applied to the manual transmission increase from the 2009 MY to the 2011 model year, but the maximum input speed was also somewhat increased.

The manual transmission is expected to meet Ford's durability and performance requirements, details of which were provided in response to Request 10. If the agency requests additional information or clarification in response to this Request please advise.

Request 12

Furnish Ford's assessment of the alleged defect in the subject vehicle, including;

- a. The causal or contributory factor(s);
- b. The failure mechanism(s);
- c. The failure mode(s);
- d. The risk to motor vehicle safety that it poses; and
- e. What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning.

Answer

Ford introduced new engines and transmissions for the 2011 model year to continue meeting high customer expectations for vehicle performance while also improving fuel economy. While some customers have expressed satisfaction concerns related to shift quality in these vehicles, analysis of the reports included in this response and a thorough understanding of the design and manufacture of these transmissions and shift controls shows that the conditions observed by those customers does not result in an inability to shift into gear or in loss of motive power while driving and, accordingly, there is no risk to safety associated with the manual transmissions in these vehicles.

New Powertrain Launch

Concurrent with the launch of these new powertrains, Ford undertook aggressive monitoring of customer feedback, not only being sent directly to Ford, but also through customer comments in a wide variety of forums such as social media and various Mustang enthusiast forums. Through these varied sources of information, Ford became aware of a range of customer observations pertaining to the new 6-speed transmission. These ranged from reports that the gear shift was "stiff", that shift efforts were higher than expected when changing gears, to reports of "grinding or notchiness" while completing a gear shift. Although reports associated with shift quality concerns appear to affect a low percentage (approximately three percent) of the vehicles equipped with the MT82 transmission, Ford nevertheless undertook steps to understand the causes of these concerns and to implement improvement actions where appropriate.

Transmission Fluid

Of the reports provided in this response, the largest percentage (approximately 44 percent) indicate higher than expected shift efforts in "cold" ambient temperatures when the vehicle is first started. The higher shift efforts resolve themselves with drivetrain warming, i.e., generally within a couple of gear shifts and/or the first few minutes of vehicle operation, and in no way prevented a gear from being selected. The extent of this concern is also dependent on driver shifting characteristics. If engine speed is more closely matched to vehicle speed during the shift, observation of "stiffness" or "notchiness" is significantly reduced. Also, if the shift lever is moved rapidly between gears the perception of stiffness or "notchiness" may be greater.

As discussed in Ford's response to Request 7, the new 6-speed transmission was launched during the 2011 model year with thicker (higher viscosity) transmission fluid than was used previously to address a gear noise issue identified during development of the 6-speed transmission. Ford determined that customer complaints of increased shift effort may have resulted from this higher viscosity fluid and ambient temperatures at or below 60 F. While these

initial "cold" shift efforts may be higher than the driver may have previously experienced, analysis found that the vehicles can be shifted into any desired gear without excessive effort.

Nevertheless, to address customer complaints, Ford worked directly with dealers and customers in an effort to resolve individual concerns and manage the trade-off between the shift efforts and potential noise concerns. Ford subsequently published TSB 11-3-18 informing technicians that a lower viscosity fluid was available and acceptable for use to address the "cold" shift issues. It appears that availability of this fluid has alleviated the related shift quality concerns for customers who are not satisfied with "cold" shift efforts with the higher viscosity fluid.

Clutch Plate Bolts

A number of reports identified by Ford alleged increasing difficulty selecting gears over time, along with clutch noise and clutch performance degradation. Investigation of these reports identified grinding or "notchy" gears that were found to be caused by clutch fasteners that had worked loose during vehicle operation. An investigation into the root cause identified an issue with the fastener/joint design at the clutch to flywheel interface that was exacerbated by the higher transmission input speeds provided by the new engines. A revised fastener was designed and put into production October 19, 2010. The revised fastener was concurrently made available for service and a special service message (21614) was issued to aid technicians in identifying the concern.

The symptoms associated with this fastener issue have been found to be progressive in nature and related to the driving characteristics of the operator (engine speed when shifting, amount of time at engine speeds in different gears, and individual clutch operating characteristics). The symptoms have been found to result in shift quality issues, but will not result in inability to select any gear unless the progressive symptoms are ignored until complete clutch failure occurs. Because of the unique circumstances that cause this condition, many vehicles produced during the time prior to introduction of the revised fastener may never experience this condition.

Clutch Stayout

Another issue identified by Ford was a condition known as "clutch stayout" where with gear shifts at engine speeds greater than approximately 4,000 rpm the rotating inertia of the clutch components can be higher than the spring force provided by the clutch pedal return spring. Under these conditions the clutch will reengage when engine rpm is reduced to a speed where the clutch pedal return spring force overcomes the rotating inertia of the clutch components.

An investigation into the root cause of these reports identified that variability in the spring forces in the population of clutch pedal return springs allowed some springs to be below the expected force values and allow this condition to occur. This condition only exists at engine rpms typically greater than 4,000 rpm and does not prevent selection of any gear. Replacement clutch pedal parts were made available and a revised spring design has been implemented.

A review of the reports provided in response to this inquiry shows that customer concerns relating to clutch issues, in general, make up approximately 24 percent of all of the reports.

Other Shift Quality Issues

Some of the customer feedback received by Ford alleged "grinding into gear" or "notchiness" during shift events that was not caused by the clutch bolt or fluid viscosity issues previously described. Aside from the clutch bolt issue, Ford investigation also identified some component

quality issues relating to the synchronizers for fifth gear. Corrective action was taken, as described in Ford's response to Request 8. Because this condition affected only the selection of fifth gear, the nature of the complaints does not pertain to circumstances where a driver was attempting to navigate an intersection, turn across traffic, or merge into highway traffic.

Driver Effect

Some vehicle evaluations by dealer service managers or field service engineers found that the driver's shift quality concerns were caused by their own shifting behavior. This may result, in part, from the new 6-speed transmission. The 6-speed design differs from its 5-speed predecessor in many respects, but perhaps most notable to the operator is the additional shift gate required due to the additional forward gear. This results in narrower gating than the 5-speed so that the shift lever "select" distance to engage the 3-4 or 5-6 gates from the 1-2 gate is narrower than that on the 5-speed transmission. Additionally, the reverse gear on the 6-speed design is at the driver side/forward shifter position, next to first gear, rather than below the fifth gear position as it is on the 5-speed transmission. The proximity of the reverse gear to first gear resulted in the addition of a "blocking" feature that requires the gear shift lever to be pushed downward, along the axis of the shift lever before being able to select the reverse gear to avoid inadvertent reverse gear selection. The tighter shift pattern is remarkably different from the 5-speed designs utilized for many years in the Mustang and requires some operator learning, particularly for owners of prior models. Ford believes that many driver reports of shift quality issues may, in fact, pertain to the narrower shift gates and relocated reverse gear position of the new 6-speed transmission. Many automotive media reviews have commented on the shifter; some like it, some do not.

Skip-Shift

To further improve fuel economy, Ford incorporated "skip-shift" technology into the vehicles built with a V8 engine. Identical technology (based on information that Ford has located) has been utilized by other major manufacturers, for several years. A description of the skip-shift feature used in these vehicles was provided in response to Request 9.

A thorough review of all of the reports identified to respond to this information request found that nine reports, or one percent of the total number of reports, appear to mention or pertain to the skip-shift feature. A common expression in these reports is that the operator did not notice the shift to second gear had been gated to fourth (presumably because of the close proximity of the two shift gates and because they did not see the "1->4 SHIFT FOR FUEL ECONOMY" display in the instrument cluster) and the engine speed was not as expected or was felt to be "lugging" after the shift. The skip-shift feature, as described previously, is only active under very specific conditions and does not result in inability to shift or no vehicle acceleration, although the acceleration rate may be somewhat less than anticipated by an operator who is expecting the engine acceleration provided by second gear. Allegations that the skip-shift feature either causes missed shifts or causes the vehicle to slow and become a risk to safety are not supported by the parameters necessary for skip-shift to be active. As previously mentioned, the skip-shift parameters utilized by Ford are understood to be identical to those utilized by other manufacturers for several years in certain of their products, without determination (or apparently even investigation) that the feature presents a risk to safety.

Product and Accident Claims

Searches conducted to prepare the response to this IR identified three claims that potentially relate to the alleged defect. Two of the claims are product claims related to repeat repairs or "lemon law." Neither of those two claims mentions an accident or any concern for safety.

Although Ford located one report that alleges an accident that is potentially related to the alleged defect, the vehicle allegedly accelerated out of control, which is totally inconsistent with an inability to shift into gear. The associated report states that the vehicle was "...stuck in first gear and made a grinding noise and due to this issue veh was sliding of [sic] my drive way and the back of veh hit a tree..." It is unclear to Ford what series of events occurred leading up to the alleged accident. The accident reportedly occurred on January 29, 2011. Ford was notified of this claim on January 31, 2011, and requested that the owner take the vehicle to a Ford dealer so that it could be inspected. Ford's last request was in June 2011 and to date the vehicle has not been made available to Ford or a Ford dealership for inspection, nor has Ford been made aware of any subrogation claims by an insurer related to this incident. Furthermore, only the broadest interpretation of the alleged defect makes this report potentially responsive to this request because the report appears to indicate the vehicle was stuck in a gear rather than experiencing difficulty shifting into a gear.

Nature of Owner Reports

Nearly 75 percent of the owner reports provided in this response resulted from Ford proactively contacting customers about statements we observed within social media sources such as Mustang enthusiast forums. As previously described, Ford actively monitors certain social media weblogs ("blogs") likely to have high Ford customer traffic to keep in touch with current customer feedback and opinions about its products. When customers report dissatisfaction or an unpleasant experience on one of these blogs, a Ford Customer Service Division representative may attempt to make contact with the customer to coordinate and facilitate evaluation and repair of the vehicle at a dealership. Those contacts, when made, are documented by Ford within its MORS owner report database for TREAD reporting purposes. Reviewing these types of direct contacts with owners and technicians, it is apparent that often an evaluation drive with a technician, service manager, or field service engineer to evaluate a customer's concern cannot identify any issue with the vehicle, but often identifies that the manner in which a particular driver shifts the vehicle as the source of dissatisfaction. Examples of this can be found in the MORS report identified by case number 490583610 and CQIS report numbers BHADE011 and BF1ER529.

Based on review of comments in social media sources described above, it is reasonable to conclude that these forums can significantly influence the numbers and nature of concerns reported to both Ford and the agency. In particular, participants in one blog not only advocated contacting either Ford or the agency to gain attention to a matter, but also suggested the type of information that should be included in their contacts. One internet blog chain observed by Ford included the agency ODI website link along with specific items to include in the reports made to the agency, including guidance to make sure to explain how their concern was a "safety issue."

Several owners state in their reports to Ford that they are experiencing issues that they read about on the internet, but have not yet taken their vehicle to a dealer to be diagnosed or repaired. Clearly these owners do not feel that the issues they are experiencing present a safety concern if they have not taken their vehicle to a dealership for evaluation or repair. One owner, in the MORS report identified by case number 1339992030, stated:

"I have a 2011 Mustang with what I felt were normal operating issues until I saw people posting concerns on the web. I will say that my issues are very minor to what some others are claiming and again because they are so intermittent I truly thought they were normal."

The owner goes on to report observing "...rough/notchy shifting into 1st, 2nd and sometimes 3rd, hard or stiff shifting from 1st to 2nd..."

It is unlikely that the issues this customer is experiencing are remarkably different than those of other customers, and they may very well pertain to the issues already identified by Ford and for which Ford has taken appropriate corrective action.

It appears that one or two very vocal owners in particular have influenced the behavior or views of a larger population of owners. An example can be seen in the MORS report identified by case number 451822730 where an owner is reported to have encouraged reporting these issues specifically as a safety risk when he posted "...Call customer relations (not customer care... See your owners manual) explain what happened, and be sure to indicate how the current state of the car poses a safety risk."

Vehicle Modifications

Ford expects that owners may make some modifications to their vehicles for a variety of reasons, including Mustang vehicles, either for cosmetic enhancements or for increased performance. Ford provides guidelines and cautions for such modifications to customers. Sometimes modifications exceed the physical capabilities of even a robust design and failures can occur. Inspections of some complaint vehicles have found modifications that may negatively affect shift quality, and clutch and transmission durability, such as the addition of super or turbo-charging without updating other related components, modification of clutch components to transmit excessive engine torque or transmit torque at a higher rate than designed for.

In addition to improper vehicle modifications, inspection of complaint vehicles often finds evidence that a vehicle has been abused. These findings include rear tire wear remarkably higher than front tire wear, excessive amounts of rubber debris from the tires in the fender wells, and premature tire and clutch wear or damage. Ford states in its warranty policy provided with every new vehicle that the factory warranty may be voided if vehicle abuse or misuse, alteration or modification, that results in damage is identified. A warranty repair may also be declined if evidence that a vehicle not specifically equipped to be used in racing has been used for racing and notes that special vehicle packages are available for racing purposes. Reports of denied warranty repairs may be found in field reports. Examples are CQIS reports AK3CE005, BDPAE009, and BDSBO001.

As a consequence, some owners may be disappointed that warranty coverage was denied, and some of the complaints received by Ford and the agency may result from the associated dissatisfaction.

VOQ Analysis

This inquiry contained an attachment with 42 VOQs. Ford conducted a thorough search of its internal data sources for the vehicles identified in each VOQ.

- Four of the VOQs (10 percent) did not contain a VIN or last name and zip code so Ford is unable to search its data for those reports.

- Fourteen (33 percent) of the vehicles listed in VOQs have either not contacted Ford at all, or not allowed Ford to evaluate their vehicles. Eight of the VOQ reports have no corresponding contact with Ford concerning the issue reported in their VOQ. Ford was unable to locate any contact, of any type, for any reason, for seven of the associated VINs, and located only one unrelated warranty repair for the eighth VIN. Six customers submitting VOQs had contacts with Ford but have not allowed Ford to diagnose or review their vehicles.

It is difficult to rationalize the concern for safety expressed in the VOQs when compared to the actions of the owners and the information provided to Ford when owners have contacted Ford. The explanation for the apparent disparity may be due to the social media communications discussed above, including the several internet sites posted largely by one owner advocating owners to contact the agency and providing a direct link to the ODI VOQ site. In addition, this owner advocates that other owners explain why their experiences are "safety issues," and a pattern of descriptions that typically relate to crossing intersections and merging into traffic results. The real world data researched for this response does not support these assertions.

- Two of the VOQs were submitted by the same person who appears to own a business specializing in performance enhancements to vehicles. It does not appear, in Ford records, that the person submitting the VOQs (ODI numbers 10404134 and 10404133) actually owns the vehicles referenced in the VOQs. The vehicles listed in the VOQs were evaluated by a Ford dealer and a Field Service Engineer (FSE). It was determined that modifications had been made to the vehicles including addition of turbochargers and modified clutch components, and that those modifications likely affected the performance of the transmission. It was also observed that racing seats and a roll cage had been installed in the vehicles. Further investigation found that this business has extensive internet postings and videos of their Mustang vehicles, used in situations that are considered abusive. With the evidence of extensive modifications along with the internet information, a decision was made to not provide warranty coverage for the transmissions in those vehicles. It is noted that the corresponding owner reports to Ford that were located for the two VINs in these VOQs make no mention of any safety concern. In fact, the only issue mentioned in the reports to Ford is that the transmissions are "grinding while shifting." There is no allegation of inability, or even difficulty, to shift into any gear, nor is there any mention of the safety concerns later alleged in the VOQs.
- Based on comparison of VOQ report dates and vehicle repair dates at dealerships, it appears that twelve of the vehicles may have been repaired to the customers' satisfaction.
- Ford has attempted to resolve the issues for the customer identified in the VOQ with ODI number 10383293, including, prior to this inquiry, the offer of sending an engineer from Michigan to meet the customer in California at their convenience. The customer has declined this offer. Ford strongly desires to address any customer dissatisfaction in its products and would look forward to the opportunity of working with this customer.

An analysis of the VOQs, by month of submission, identified an increasing trend of reports beginning in April 2011 and peaking in June 2011. The trend has decreased in July and apparently August 2011. It is likely not coincidental that Ford published a TSB in March 2011 relating to the cold shift quality issue, potentially causing an increase in complaints. In addition, a media article was published in mid April 2011 that took issue with the manufacturing location of the new Mustang manual transmission and provided some unflattering feedback regarding its

performance. These items, along with an increased social media focus by a couple dissatisfied customers shortly thereafter, closely parallels the increase in VOQ reporting.

Conclusion

While there have been some customer satisfaction concerns with the MT82 6-speed transmission in the subject vehicles, none of the underlying causes result in an inability to shift into gear or a loss of motive power. The issues identified by customers have related to higher than expected shift efforts on a "cold" transmission, clutch stayout at higher engine rpms, gear clash or grinding, the skip-shift feature, and backing out of the clutch plate bolts in some early production vehicles. While the latter condition potentially could result in an inability to shift into gear, it is a very rare occurrence and can only inhibit the ability to shift into gear after prolonged and obvious indication to a driver through vibration, increased shift efforts or gear clash or grinding.

As a result of Ford's monitoring of these customer concerns, observations by dealer service personnel and Ford field service personnel, and vehicle inspections, we have concluded that the reports generally relate to customer unfamiliarity with the performance style shifter with its narrow gates, the skip-shift feature, vehicle modifications, and vehicle abuse.

Diligent monitoring of many customer feedback sources caused Ford to immediately evaluate and address several of the customer concerns. Some customer vehicles have experienced more than one repair attempt to address a particular issue and, regretfully, some customers have not had the level of satisfaction that Ford desires. Ford is committed to continually monitoring its products to provide the highest level of customer satisfaction possible. That is the case with the MT82 manual transmission.

A review of the reports provided in response to this inquiry has found that the reports have continued to decline as each action was put into place by Ford. The 2012 model year field data, although immature, indicates the actions taken have been very effective.

In summary, all of the actions to date have been implemented to address sources of customer dissatisfaction related to "shift quality" concerns. The concerns described in the reports to Ford do not result in an inability to shift into gear or loss of motive power and clearly do not present an unreasonable safety risk. This observation is supported by the fact that there are no reports of any highway accidents or injuries related to this concern, even with the broadest definition of the alleged defect utilized to search for reports.

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2011 and 2012 Mustang with MT82 Transmission Difficulty Shifting into Gear

OWNER REPORTS

As the agency is aware, within FCSD's North American Customer Service Operations, there is a Customer Relationship Center (CRC) that is responsible for facilitating communication between customers, dealerships and Ford Motor Company. Among other things, the CRC handles telephonic, electronic, and written inquiries, suggestions, informational requests, and concerns ("contacts") from Ford and Lincoln-Mercury vehicle owners about their vehicles or sales and service experience. The contacts are handled by CRC customer service representatives who enter a summary of the customer contact into a database known as CuDL (Customer Data Link). Certain contacts, such as letters from customers, are entered into the CuDL database. Those that were entered into the earlier MORS II system were also microfilmed. More recently, the records in MORS III/CuDL are imaged and stored electronically.

The CRC assigns to each vehicle-related contact report a "symptom code" or category that generally characterizes the nature of the customer contact or vehicle concern, as described by the owner. The CRC does not undertake to confirm the accuracy of the description provided by the owner; they simply record what is reported. Therefore, given the complexity of the modern motor vehicle, it is Ford's experience that a significant percentage of owner contacts do not contain sufficient information to make a technical assessment of the condition of the vehicle or the cause of the event reported. Accordingly, although MORS contact reports may be useful in identifying potential problems and trends, the records are not the empirical equivalent of confirmed incidents and/or dealership's diagnosis. In the interest of responding promptly to this inquiry, Ford has not undertaken to gather the electronic images related to these contacts because of the largely duplicative nature of the information contained in the images, as well as the time and the burden associated with locating and producing those documents. The pertinent information related to those contacts generally would be included in the contact reports obtained from the CuDL system. To the extent that those documents exist, they are characterized in the comments of MORS III contact reports. Upon request, Ford will attempt to locate any specific items that are of interest to the agency.

In responding to this information request, Ford electronically searched CuDL using the following criteria:

Model Year(s): 2011-2012

Subject Vehicle: Ford Mustang with a MT82 transmission manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: All reports through August 25, 2011, (the date of this inquiry).

Types of Contacts: All, including suspended data, canceled contacts and inquiries

MORS III Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Manual Transmission	505XXX	Manual Transmission, all
Clutch System	506XXX	Clutch System, all

MORS III Reason Code(s):

Reason Code	Description
07XX	Contacts of a legal nature

LEGAL CONTACTS

Beginning in early 2008, most consumer complaints and all legal claim processing has been centralized in OGC within the Consumer Litigation team. A transition has occurred such that all legal contacts (including those formerly handled by "Litigation Prevention") are coordinated through this team.

Prior to the transition, there was a Consumer Affairs Department within FCSD that managed customer concerns, which could not be resolved by the Customer Relationship Center (CRC). Among other things, the Consumer Affairs Department had a section, known as "Litigation Prevention," that handled a variety of informal (i.e., non-litigation) claims, such as property damage claims or attorney demand claims.

The Litigation Prevention section had been centralized in the Consumer Affairs Department since 1995, in Dearborn, Michigan. Prior to that time, Litigation Prevention personnel operated on a regional basis. For matters that the Litigation Prevention section handled, there were typically paper files that reflected the handling, investigation and resolution of property damage claims.

The claims, known as "Legal Contacts" are entered into the CuDL database that the CRC uses to enter other customer communications. When a customer contact is designated as a Legal Contact, it is so indicated near the top of the contact report.

FIELD REPORTS

Within FCSD, there is a Vehicle Service & Programs Office that has overall responsibility for vehicle service and technical support activities, including the administration of field actions. That Office is the primary source within Ford of vehicle concern information originating from Ford and Lincoln-Mercury dealerships, field personnel, and other sources. The information is maintained in a database known as the Common Quality Indicator System (CQIS). The CQIS database includes reports compiled from more than 40 Company sources (e.g., Company-owned vehicle surveys, service technicians, field service and quality engineers, and technical hot line reports, etc.) providing what is intended to be a comprehensive concern identification resource. As with MORS contact reports, CQIS reports are assigned a "symptom code" or category that generally reflects the nature of the concern.

In responding to this information request, Ford electronically searched CQIS using the following criteria:

Model Year(s): 2011-2012

Subject Vehicle: Ford Mustang with a MT82 transmission manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: All reports through August 25, 2011, (the date of this inquiry).

Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Start/Run/Move	442XXX	Reports of issues while in motion
Driving/Performance	554XXX	Lack/loss of power
Driving/Performance	557XXX	Hesitates/stumbles

OASIS MESSAGES

FCSD is responsible for communicating a variety of vehicle and service information, such as warranty information for up to the past 360 days, Extended Service Plan part coverage information, and technical repair information, to North American Ford and Lincoln-Mercury dealers. This information is communicated primarily through OASIS, which serves as an electronic link between Ford Motor Company and the dealers. OASIS covers all North American Ford and Lincoln-Mercury cars and light trucks, and medium and heavy-duty Ford trucks, for the ten most current model years. Technical diagnostic and repair information on OASIS is contained in Special Service Messages (SSMs) and Technical Service Bulletin (TSBs) titles and brief summaries. It should be noted that dealers cannot access brief summaries.

SSMs and TSB titles are coded in OASIS by model year and vehicle line, and may be coded to other specific vehicle attributes (body style, engine code, or vehicle identification number) and one or more OASIS Service Code(s). The dealers with access to OASIS usually search for information on the database by entering a VIN and the applicable Service Codes. SSMs and TSB titles that become inactive or superseded continue to be accessible by Ford employees, but no longer are accessible by the dealers. Dealers also are able to determine the recalls applicable to a particular vehicle by searching a particular VIN in OASIS. Recall information available on OASIS cannot be searched by Service Codes.

In 1998, the OASIS system was upgraded from the "OASIS 2" system to the new "Global OASIS." At that time, OASIS 2 was removed from service and is no longer used to communicate with dealers. During the upgrade, inactive information (such as inactive SSMs or superseded TSB titles) was not transferred to Global OASIS.

In responding to this information request, Ford searched Global OASIS for active, inactive, and superceded TSB titles and SSMs using the following search criteria:

Model Year(s): 2011-2012

Subject Vehicle: Ford Mustang with a MT82 transmission manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: All reports through August 25, 2011, (the date of this inquiry).

OASIS Service Code(s):

Code	Description	Description	Description
505XXX	Manual Transmission Concerns	All	
505200	Manual Transmission	Shift lever/linkage concerns	
506XXX	Clutch Concerns	All	

OASIS 2 and Global OASIS are not capable of performing electronic word searches, so the search results are reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

The OASIS database also contains Broadcast Messages. Typically, these messages are directed to all dealerships and either are notifications of new SSMs/TSBs, or announcements with non-technical information (for example, "the Dealer Hotline will be closed today"). Broadcast Messages cannot be searched by OASIS service codes, and can be retrieved only while active (approximately 2 to 4 days). Ford has not undertaken to search for Broadcast Messages because Ford expects that any responsive information obtained with such a search generally would be non-substantive in nature or duplicative of the information obtained with the TSB title and SSM search described above.

INTERNAL SERVICE MESSAGES

FCSD, as part of its technical support activities, maintains fleet and technical telephone "hotlines." During the early stages of Ford's efforts to identify and resolve potential vehicle concerns, hotline personnel may draft Internal Service Messages (ISMs) on CQIS for their internal use. The ISMs are assigned a CQIS "symptom code" or category that generally reflects the nature of the concern. An ISM can form the basis for an oral response over the technical hotline to an inquiry from an individual dealer or fleet technician. The ISMs, however, are not made available electronically to fleets and dealers. Therefore, although ISMs are not "issued" to dealers like OASIS messages, Ford is construing this request broadly to include ISMs that may be related to the alleged defect in the subject vehicles.

In responding to this information request, Ford searched CQIS for active ISMs using the following search criteria:

Model Year(s): 2011-2012

Subject Vehicle: Ford Mustang with a MT82 transmission manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters: All reports through August 25, 2011, (the date of this inquiry).

OASIS Service Code(s):

Code	Description	Description	Description
505XXX	Manual Transmission Concerns	All	
505200	Manual Transmission	Shift lever/linkage concerns	
506XXX	Clutch Concerns	All	

The CQIS database in which the ISMs reside is not capable of performing word searches, so the search results were reviewed manually to determine their applicability to the alleged defect in the subject vehicles.

FIELD REVIEW COMMITTEE

Ford's Field Review Committee reviews all potential field service actions, including safety recalls and customer satisfaction programs, and recommends appropriate actions to corporate management. A Vehicle Service & Programs representative serves as Secretary to the Field Review Committee. Following approval of a field service action, the Vehicle Service & Programs Office prepares and launches the action. A representative copy of the communication to Ford's dealers, fleets, and Regional offices announcing the field service action is maintained in the Field Review Committee files.

WARRANTY

Ford's Analytical Warranty System (AWS) contains warranty claims and vehicle information for model years 1991 and forward for North America, and model years 1992 and forward for Europe.

Ford performed a search of AWS for potentially responsive reports using the following search criteria:

Model Year(s): 2011-2012

Subject Vehicle: Ford Mustang with a MT82 transmission manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Base Part Number(s): -7550- Clutch assembly
 -7563- Clutch pressure plate and cover assembly
 -7003- Manual transmission assembly

Customer Concern Code(s):

CCC	Description
P03/V47	Manual transmission grinds when shifting
P09/V47	Other manual transmission troubles
P22/V47	Clutch chatters/grabs/slips/jerks
P51/V48	Difficult to operate shift lever
P24/V47	Other clutch troubles

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FORD

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Appendix D



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July 1, 2011

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Vehicle: 2011 Ford Mustang

VIN: 1ZVBP8CF1B6 [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective transmission as evidenced by vehicle not shifting into second gear, noise coming from transmission and vehicle not driving over 40 MPH; and
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

July 1, 2011

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, and you are hereby notified of the need for repair. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

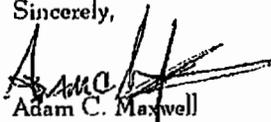
To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-

July 1, 2011

Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



Adam C. Maxwell
Attorney at Law

ACM/tm

cc: [REDACTED]

MISSOURI CIRCUIT COURT OF ST. LOUIS COUNTY
TWENTY-FIRST JUDICIAL CIRCUIT

RICHARD MILLER
20 Rosebrook Dr.
Florissant, MO 63031

Plaintiff,

vs.

FORD MOTOR COMPANY
R/A, The Corporation Company
120 S. Central Ave.
Clayton, MO 63105

Defendant.

Case No.
15

PETITION

NOW COMES the Plaintiff, RICHARD MILLER, by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, RICHARD MILLER (“Plaintiff”), is an individual who was at all times relevant hereto residing in the State of Missouri.

2. Defendant, FORD MOTOR COMPANY (“Manufacturer”), is a foreign corporation authorized to do business in the State of Missouri, County of St. Louis, and is engaged in the manufacture, sale, and 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 SUNTRUP FORD (“Seller”). Manufacturer does business in all counties of the State of Missouri including St. Louis County, and maintains offices in the County of St. Louis, State of Missouri.

BACKGROUND

3. On or about August 25, 2010, Plaintiff purchased from Seller a 2011 Ford Mustang GT (“Mustang”), manufactured by Manufacturer, Vehicle Identification No.1ZVBP8CF1B5105846 for valuable consideration. (See copy of Plaintiff’s Purchase Documents, attached hereto as Exhibit “A”).

4. The price of the Mustang, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$37,335.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Mustang cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the Mustang, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as standard warranties fully outlined in Manufacturer’s New Car Warranty booklet.

7. On or about August 25, 2010, Plaintiff took possession of the Mustang and shortly thereafter experienced the defect listed below.

8. The defect described below violates Manufacturer’s warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Mustang to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Mustang has been subject to repair on at least five (5) occasions for the same defect, and that the defect remains uncorrected.

11. Plaintiff brought the Mustang to Seller and/or an authorized service dealer of Manufacturer for the following defect:

- a. Defective transmission and clutch as evidenced by vehicle not shifting into second gear, noise coming from transmission and vehicle not driving over 40 MPH; and
- b. Any additional complaints made by our Plaintiff, whether or not they are contained on any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Mustang.

13. After a reasonable number of attempts to cure the defect in Plaintiff's Mustang, Manufacturer was unable and/or has failed to repair the defect, as provided in the Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Mustang's safety and reliability, and said defect has substantially impaired the value of the Mustang to Plaintiff.

15. Said defect could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Mustang.

16. As a result of the defect, Plaintiff revoked his acceptance of the Mustang in writing.

17. At the time of revocation, the Mustang was in substantially the same condition as at delivery except for damage caused by its own defect and ordinary wear and tear.

18. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Mustang remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect.

20. 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 express warranty and its failure to provide Plaintiff with a merchantable Mustang.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiff is a purchaser of a consumer product who received the Mustang during the duration of a written warranty period applicable to the Mustang and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

25. 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 MUSTANG was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff's purchase of the Mustang 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 Mustang to repair or replace defective parts, or take other

remedial action free of charge to Plaintiff with respect to the Mustang in the event that the Mustang failed to meet the specifications set forth in said undertaking.

27. Said warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Mustang to Plaintiff.

28. Said purchase of Plaintiff's Mustang was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

29. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages including but not limited to (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) 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.

31. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The Mustang purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to the intended consumer, Plaintiff herein.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiff's Mustang was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Mustang was intended.

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

38. The above described defect in the Mustang renders the Mustang unmerchantable, and thereby not fit for the ordinary purpose for which the Mustang was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Mustang.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

BREACH OF MISSOURI'S "LEMON LAW", V.A.M.S SEC. 407.560 et seq.
DEFENDANT MANUFACTURER

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

42. Plaintiff is a consumer who purchased a new motor vehicle, i.e. the Mustang, along with an express warranty, from Manufacturer.

43. Plaintiff's new motor vehicle did not conform to all applicable express warranties.

44. Plaintiff reported the nonconformity(ies) to the manufacturer, or its agent, during the term of the applicable express warranty, or during the period of one year following the original delivery of the new motor vehicle to the Plaintiff.

45. The manufacturer, through its authorized dealer or its agent, could not conform Plaintiff's new motor vehicle to any applicable express warranty after a reasonable number of repair attempts.

46. The nonconformities substantially impair the use, market value, and/or safety of the new motor vehicle.

47. The nonconformities are not the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.

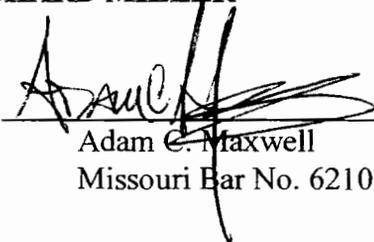
48. Plaintiff's claim was not filed in bad faith.

49. Plaintiff's vehicle was out of service by reason of repair of the nonconformities by the Defendant, through its authorized dealer or its agents, for a cumulative total of thirty or more working days, exclusive of down time for routine maintenance as prescribed by the Defendant, since delivery of the new vehicle to the consumer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Replacement of Plaintiff's Accord with a comparable new motor vehicle;
- c. All 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.

Respectfully Submitted,
RICHARD MILLER

By: 

Adam C. Maxwell
Missouri Bar No. 62103

KROHN & MOSS, LTD.
Attorneys for Plaintiff
120 W. Madison St., 10th Floor
Chicago, IL 60602
(312) 578-9428

EXHIBIT A

MISSOURI SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 25 AUG 2010

1-800-727-7000  FordCredit www.fordcredit.com	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) RICHARD D MILLER 20 ROSEBROOK FLORISSANT MO 63031	SELLER/CREDITOR (Seller Name and Address) SUNTRUP FORD INC 2020 KRATKY RD ST LOUIS, MO 63114
--	--	---

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 Sale 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	100	2011 FORD	MUSTANG GT	1ZVBP8CF1B5105846	<input type="checkbox"/> Personal <input type="checkbox"/> Agriculture <input type="checkbox"/> Commercial

Trade-in	<u>2005 CHEV</u>	\$ <u>9500.00</u>	\$ <u>3687.97</u>
	Year and Make	Gross Allowance	Amount Owing

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price	\$ <u>37335.00</u> (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ <u>N/A</u>
Cash Down Payment	\$ <u>N/A</u>
Trade-in (description above)	\$ <u>5812.03</u>
Total Down Payment	\$ <u>5812.03</u> (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2)	\$ <u>31522.97</u> (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees	\$ <u>2.50</u>
(ii) for official fees	\$ <u>N/A</u>
(iii) for taxes (not in Cash Sale Price)	\$ <u>2.50</u>
To Insurance Companies for:	
Credit Life Insurance	\$ <u>N/A</u>
Credit Disability Insurance	\$ <u>N/A</u>

AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

To <u>SUNTRUP FORD INC</u> for <u>Administrative Fee</u>	\$ <u>125.00</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>GAT</u>	\$ <u>700.00</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
To <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
Total	\$ <u>827.50</u> (4)
5. Amount Financed (3 plus 4)	\$ <u>32550.47</u> (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
				\$ <u>5812.00</u>

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life N/A

Insurance Company _____

Premium _____ Insured(s) _____

You want Credit Life Insurance.

Buyer Signs _____

Co-Buyer Signs _____

Credit Disability N/A

Insurance Company _____

Premium _____ Insured(s) _____

You want Credit Disability Insurance.

Buyer Signs _____

Co-Buyer Signs _____

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company _____ Premium and Term in Months _____

N/A _____

By _____

N/A _____

	534.61	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
		starting 09/24/2010

premiums are included above.

Buyer Signs _____

Co-Buyer Signs _____

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 15 days late. The charge is 5 percent of the late amount or \$25.00, whichever is less, except that a minimum charge of ten dollars may be made.
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.

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. _____ per mile for each mile in excess of _____ miles shown on the odometer.

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.

_____	\$ _____	N/A	Term	N/A
_____	\$ _____	N/A	Term	N/A
_____	\$ _____	N/A	Term	N/A

Buyer Signs **X**

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 _____

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

Buyer **X** Signs Richard E. Miller 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 THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge.*

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

Buyer **X** Signs Richard E. Miller Co-Buyer **X** Signs _____
 Seller SURTROP FORD INC By **X** _____ Title _____

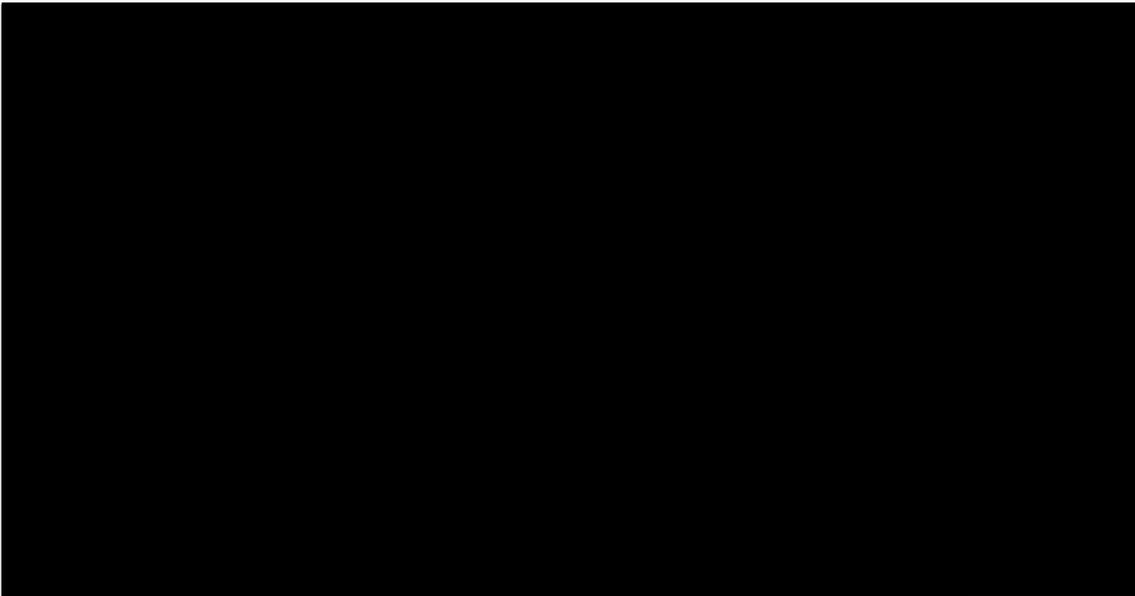
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

"If the "Amount Financed" exceeds \$25,000 or If the vehicle is primarily for other than personal, family or household use, the finance charge is also the time price differential.

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 1(800)727-7000 (Assignee). To contact Assignee about this contract, call SURTROP FORD INC, or visit their website at _____

Seller _____ By **X** _____ Title _____



BEGINNING OF CONTACT
02/01/2011

VOICE OF THE CUSTOMER TRACKING SYSTEM

07.55.35

=====

REGION: S2 CHARLOTTE	OGC ISSUE	CASE NBR: 592042940.
VIN: 1ZVBP8CF1B5 [REDACTED]	ZONE: A03	OPENED: 2011/01/31
	ENGINE: F	VEH TYPE: C
		CLOSED: 2011/01/31

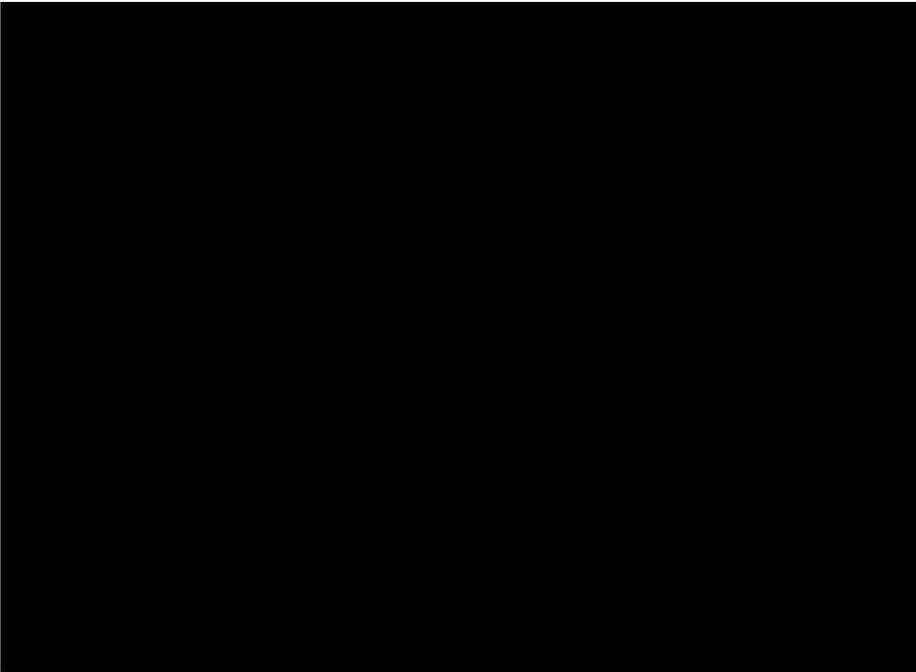
=====

LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MR		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: BESSEMER CITY	STATE: NC	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2011	MODEL: MUSTANG	
MILEAGE: 4500		
DEALER NAME: EARL TINDOL FORD, IN	SALES CODE: F21404	P & A: 00931
REASON CODE: 0772 LEGAL - ACCIDENT		
SYMPTOMS: 503200 AUTO TRANS ENGAGEMENT DELAYED/SLIPS		

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: MSMIT987 SMITH (MSMIT987),MARJON

DATE: 2011/01/31 TIME: 08.47.01 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CALLER: [REDACTED] ME:
[REDACTED] *-VIN : 1ZVBP8CF1B5 [REDACTED] -2011 MUSTANG-4500
MILES-VEH HAD TRANSMISSION REPAIR DONE IN OCTOBER/NOVEMBER
2010-VEH HAS BEEN ACTING UP AGAIN SINCE LAST WEEK -VEH GOT
STUCK IN FIRST GEAR AND MADE A GRINDING NOISE AND DUE TO THIS
ISSUE VEH WAS SLIDING OF MY DRIVE WAY AND THE BACK OF VEH HIT
A TREE-VEH NOW HAS BODY WORK DAMAGE AS WELL AS A
TRANSMISSION THAT IS NOT WORKING-VEH IS SITTING IN DITCH RIGHT
NOW ***ACCIDENT:-DATE OF ACCIDENT:1/29/2011-CAUSE: VEH GOT
STUCK IN FIRST GEAR AND MADE A GRINDING NOISE AND DUE TO THIS
ISSUE VEH WAS SLIDING OF MY DRIVE WAY AND THE BACK OF VEH HIT
A TREE-WERE THERE INJURIES SUSTAINED: NO-LOCATION WHERE
ACCIDENT OCCURRED: IN MY DRIVE WAY-WAS A POLICE REPORT FILED:
NO-WHAT ARE THE FINDING OF THE POLICE REPORT: N/A-POLICE
REPORT NUMBER: N/A-CITY AND COUNTY WHERE REPORT WAS FILED:
N/A-HAS A CLAIM BEEN FILED WITH INSURANCE COMPANY: NO-STATUS
OF THE CLAIM: N/A-IS THE VEH REPAIRABLE: YES, VEH HAS BODY
DAMAGE AND TRANSMISSION IS NOT WORKING-NAME AND INFO
ATTORNEY(ONLY IF CUST MENTIONS THEY HAVE ONE): N/A -WHAT IS
CUST LOOKING FOR: WANT FORD TO DEAL WITH MY INSURANCE
COMPANY, LOOKING FOR A RENTAL VEH, I ACTUALLY NO LONGER
WANT THIS VEHDEALER SAID: EARL TINDOL FORD LINCOLN
MERCURY1901 EAST FRANKLIN BOULEVARDGASTONIA, NC
28054TEL:(704) 867-8341FAX:(704) 868-2151CRC 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 AND DOCUMENT
INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-AS PER TL
TIFFANAY CRC WENT DOWN THIS PATHWAY FOR CUST*****NOTE:
*****CUST MAILING ADDRESS IS: [REDACTED] BESSEMER
CITY, NC [REDACTED]



DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
32 Parking Plaza
Suite 700
Ardmore, PA 19003
215-665-7660

Attorney for Plaintiff

OFFICE OF
PROTHONOTARY
CLERK OF COURT

2010 DEC -1 AM 11:15

PINE COUNTY PA

Matthew Bauman
PO Box 156
Matamora, PA 18336

COURT OF COMMON PLEAS

vs.

Pike

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Matthew Bauman, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing PO Box 156,

Matamora, PA 18336

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 July 8, 2010, Plaintiff purchased a new 2011 Ford Mustang (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1ZVBP8CF2B5127094. 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 \$45,754.60.

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 July 8, 2010, 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, defective engine and clutch. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

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

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

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent 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 changes and attorney fees. Amount not in excess of \$50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

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

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

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

35. Section 15 U.S.C. §2310 (d) (1) provides:

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

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

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

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

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

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

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

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

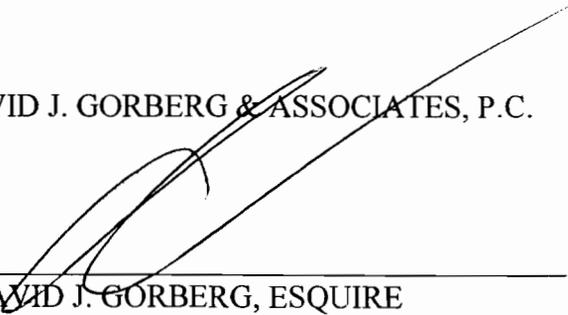
(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant 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

Date: _____



40 RL 17K
P.O. Box 3078
NEWBURGH, NY 12550
(845) 561-3900



0201FOCS132497

CELL: 845-248-8459

CUSTOMER NO. 29344	ADVISOR DEAN PORCARO	TAG NO. 840 2433	II. VOICL. DATE 10/06/10	INVOICE NO. FOCS132497
LABOR RATE		LICENSE NO. NA	MILEAGE 5,006	COLOR BLACK/
YEAR / MAKE / MODEL 11/FORD/MUSTANG/2DR CPE GT PREMIUM		DELIVERY DATE 07/08/10	STOCK NO. 11140	
VEHICLE ID. NO. 1ZVBP8CF2B5		DELLING DEALER NO.	DELIVERY MILES 150	
R.E.E. NO.		P.O. NO.	PRODUCTION DATE	
COMMENTS		MO. DATE 09/24/10		

MO: 5008

LABOR & PARTS
JOB # 1 09FOZZEL CK ENG LIGHT TECH(S)-869 WARRANTY

CUST STATES CK ENGINE LIGHT IS ON
PERFORM EEC TEST P0316 P0306 P0301 PERFORM SSH
21474 RECLAIM MISFIRE MONITOR NEUTRAL PROFILE
CORRECTION TEST. ALSO FOUND CRANK SENSOR LOOSE
AND O RING MISSING. REPLACE CRANK SENSOR. OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	BR3Z-6C315-A	SENSOR - CRANK			0.00
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

JOB # 2 07F02 CLUTCH TECH(S)-869 WARRANTY

CLUTCH IS BARELY WORKING AND HARD TO SHIFT.
CHECK CLUTCH OPERATION FOUND HYDRALIC FAILURE, REPLACE
CLUTH MASTER AND SLAVE CYL. REMOVE TRANS FOUND LOOSE BOLTS
ON PRESSURE PLATE AND DISC. FOUND DISC AND PLATE BURNT
REPLACE DISC PLATE AND FLYWHEEL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2	1	BR3Z-6375-C	FLYWHEEL ASY			WARRANTY
JOB # 2	1	BR3Z-7B546-AD	CLUTCH ASY			WARRANTY
JOB # 2	-1	BR3Z-7B546-AD	CORE RETURN			WARRANTY
JOB # 2	1	BR3Z-7A508-A	CYLINDER ASY			WARRANTY
JOB # 2	1	BR3Z-7A543-A	MASTER CYLINDE			WARRANTY
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

**SEE REVERSE
SIDE FOR
WARRANTY
INFORMATION**

**ALL PARTS ARE NEW
UNLESS
OTHERWISE NOTED**

**N.Y.S. REGISTERED
REPAIR SHOP
NO. R 700 6989**



40 Rt. 17K
P.O. Box 3078
NEWBURGH, NY 12560
(845) 561-3800



02011FOCS13249

CELL: 845-248-8459

CUSTOMER NO 29344	ADVISOR DEAN PORCARO	TAX NO. 840	INVOICE DATE 10/06/10	INVOICE NO. FOCS132497
LABOR RATE		LICENSE NO. NA	MILEAGE 5,006	COLOR BLACK/
YEAR / MAKE / MODEL 11/FORD/MUSTANG/2DR CPE GT PREMIUM		DELIVERY DATE 07/08/10		STOCK NO. 11140
VEHICLE EQ. NO. 1ZVBP8CF2B5		SALES DEALER NO.		DELIVERY MILES 150
P.T.E. NO.		P.O.		PRODUCTION DATE
P.O. DATE 09/24/10		MO: 5008		

TOTALS

THANK YOU FOR YOUR PATRONAGE!

PAID BY: CHARGE ---- CHECK(##) ---- CASH ----
 AMEX ---- VISA MC ---- DISC ----

YOU MAY BE RECEIVING A SURVEY FROM FORD MOTOR COMPANY ABOUT TODAY'S SERVICE EXPERIENCE. IF FOR ANY REASON YOU FEEL YOU CANNOT MARK THE SURVEY "COMPLETELY SATISFIED" (THE EXTREME LEFT COLUMN), PLEASE LET US KNOW PRIOR TO COMPLETING THE SURVEY. OUR GOAL IS TO "COMPLETELY" SATISFY OUR CUSTOMERS.

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

SEE REVERSE SIDE FOR WARRANTY INFORMATION

SUNSHINE FORD LINCOLN INC.

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****

ALL PARTS ARE NEW UNLESS OTHERWISE NOTED

N.Y.S. REGISTERED REPAIR SHOP NO. R 700 6989

The Reynolds and Reynolds Company ENGINEERING COMPANY I.O. (R4)10



40 RI. 17K
 P.O. Box 3078
 NEWBURGH, NY 12550
 (845) 561-3800



02011FOCS132843

CELL: 845-248-8459

CUSTOMER NO. 29344	ATM/DRN JOSEPH KRUGER	TAD NO 896 2865	W/OCL, UNIT 10/19/10	W/OCL NO FOCS132848
	LABOR RATE	LICENSE NO NA	MILEAGE 5,223	DR FLOR BLACK/
	YEAR / MAKE / MODEL 11/FORD/MUSTANG/2DR CPE GT PREMIUM		DR LIVERY DATE 07/08/10	STOCK NO 11140
MATAMORAS, PA	VEHICLE ID NO. 1ZV8P8CF2B5		DELIVERY MILES 150	
	F.T.E. NO.	F.O. NO.	BL LING DEALER NO	PRODUCTION DATE
			R 1 DATE 10/11/10	
	COMMENTS			

MO: 5543

J# 1 09FOZZEL OK ENG LIGHT. TECH(S):869 WARRANTY:
 CUST STATES CK ENGINE LIGHT IS ON AND TWO CYLINDERS DROP OUT, 2ND GEAR AT 40 MPH. P0300 P0303 P0305 PERFORM POWER BALANCE TEST NO MISFIRE PERFORM RELATIVE COMPRESSION OK 100% CALLED HOTLINE. PERFORMED INJECTOR LEAK TEST OK. PERFORMED COMPRESSION TEST. ALL CYL AROUND 180 IN SPEC BORE SCOPE 3 & 5 E HOTLINE SAID TO SWAP 3 & 5 COILS AND INJECTORS TO OTHER CYL... TEST DROVE MULTIPLE TIMES AND LIGHT DID NOT RETURN

J# 2 22F02 MANUAL TRANS. TECH(S):869 WARRANTY:
 SHIFTER ALL THE WAY OVER TO ONE SIDE, NOT SEATED CORRECTLY, IN 1ST AND 2ND, HITTING FLAT SPOT, HAVE TO RESHIFT. CHECKED SHIFTER TO FAR TO THE LEFT. LOOSENED TRANM CRUISS MEMBER AND POSITIONED TRANM TO THE RIGHT

J# 3 10F0ZZ ENGINE MEGJ DIAG TECH(S):869 WARRANTY:
 CUSTOMER HAS USED THREE QUARTS IN 5K. WANTS ALL CYLINDERS LEAK DOWN TESTED. NO PROBLEM FOUND

J# 4 18FOZZFEA FRONT END ALIGN. TECH(S):869 89.95
 CUSTOMER STATES ALIGN FRONT END
 ALIGNED VEH

J# 5 08FOZZ MAINTENANCE TECH(S):869 WARRANTY:
 CUST HAS WHEELS FROM 07 GT 500 W/ SENSORS. BUT TIRE LIGHT IS ON. SENSORS MAY NEED TO BE TRAINED
 COULD NOT TRAIN SENSORS DUE TO DIFFERNET SET UP

J# 6 25FOZZR VEHICLE RENTAL TECH(S): WARRANTY:

J# 7 18FOZZAWA 4 WHEEL ALIGNMENT TECH(S):869 0.00
 CUSTOMER REQUESTS 4 WHEEL ALIGNMENT PERFORMED 4 WHEEL ALIGNMENT

SEE REVERSE SIDE FOR WARRANTY INFORMATION

ALL PARTS ARE NEW UNLESS OTHERWISE NOTED

N.Y.S. REGISTERED REPAIR SHOP NO. R 700 6989

The Reynolds and Reynolds Company, ENHARTVILLE, OHIO 43031 (614) 891-1000



40 RL 17K
 P.O. Box 307B
 NEWBURGH, NY 12550
 (845) 561-3900



LINCOLN MERCURY

0201F0C6132849

CELL: 845-248-8459

CUSTOMER NO. 29344	APPROVED JOSEPH KRUGER	TRD NO. 896 2865	INVOICE DATE 10/19/10	INVOICE NO. FOCS132848
LABOR RATE	LICENSE NO. NA	MILEAGE 5,223	COLOUR BLACK/	STOCK NO. 11140
YEAR / MAKE / MODEL 11/FORD/MUSTANG/2DR CPE GT PREMIUM	INVENTORY DATE 07/08/10	DELIVERY MILEG 150		
MATAMORAS, PA	VEHICLE I.D. NO. 1ZVBP8CF2B5	INV DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 10/11/10	
COMMENTS			MO: 5543	

SUBJECT: POP VENU INV# - INV. DATE - DESCRIPTION
 JOB # 6 4951 10/25/10 4 RENTAL DAYS TAP

ESTIMATE: CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$500.00 (+TAX)

COMMENTS: CALLED ON 10/11 @ 4:14 DELETED OPERATION(S) 25FOZZTA TRANS ASST

TOTALS:

THANK YOU FOR YOUR PATRONAGE!

PAID BY: CHARGE	CHECK (#)	CASH	TOTAL LABOR	89.95
AMEX	VISA MC	DISC	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	7.31

YOU MAY BE RECEIVING A SURVEY FROM FORD MOTOR COMPANY ABOUT TODAY'S SERVICE EXPERIENCE. IF FOR ANY REASON YOU FEEL YOU CANNOT MARK THE SURVEY "COMPLETELY SATISFIED" (THE EXTREME LEFT COLUMN), PLEASE LET US KNOW PRIOR TO COMPLETING THE SURVEY. OUR GOAL IS TO "COMPLETELY" SATISFY OUR CUSTOMERS.

SUNSHINE FORD LINCOLN INC.

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****

SEE REVERSE SIDE FOR WARRANTY INFORMATION

ALL PARTS ARE NEW UNLESS OTHERWISE NOTED

N.Y.S. REGISTERED REPAIR SHOP NO. R 700 6989

The Reynolds and Reynolds Company Reference: Division 0 (cont)



40 Rt. 17K
P.O. Box 3078
NEWBURGH, NY 12550
(845) 561-3900



LINCOLN MERCURY

CELL: 845-248-8459

0201IPDCS133496

CUSTOMER NO. 29344	ADDRESS JOSEPH KRUGER	896	IAO NO. 1734	INVOICE DATE 11/17/10	INVOICE NO. FOCS133496
LABOR RATE	LICENSE NO. NA	MILEAGE 6,115	COLOR BLACK/	STOCK NO. 11140	
YEAR / MAKE / MODEL 11/FORD/MUSTANG/ZDR CPE GT PREMIUM	DELIVERY DATE 07/08/10	DELIVERY MILES 150	SALE DEALER NO.	PRODUCTION DATE	
VEHICLE ID. NO. 1ZVBP8CF2B5	R.O. DATE 11/02/10				
COMMENTS					MO: 6123

LABOR & PARTS

J# 1 22FOZZ MANUAL TRANS DIAG. TECH(S)-B07 869 WARRANTY

CUSTOMER STATES ALL SHIFTING IS HARD CLUTCH PEDAL STICKS TO FLOOR IN 4TH PLEASE CHECK AND ADVISE
CLUTCH PLATE BOLTS ARE WEAK AND BACKING OUT
R&R TRANS AND REPLACE CLUTCH AND SLAVE CYLINDER AND MASTER CYLINDER

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		BR3Z-7B546-AD	CLUTCH ASY			WARRANTY
JOB # 1	-1		BR3Z-7B546-AD	CORE RETURN			WARRANTY
JOB # 1	1		BR3Z-7A508-A	CYLINDER ASY -			WARRANTY
JOB # 1	1		THREADLOCKER	RED			WARRANTY
JOB # 1	12		-W715869-54 19	BOLT			WARRANTY
JOB # 1	1		BR3Z-7A512-A	TUBE			WARRANTY
JOB # 1	1		BR3Z-7A543-A	MASTER CYLINDER			WARRANTY
JOB # 1	1		PH-1-C	FLUID - BRAKE			WARRANTY
JOB # 1 TOTAL PARTS						0.00	
JOB # 1 TOTAL LABOR & PARTS						0.00	

SEE REVERSE SIDE FOR WARRANTY INFORMATION

ALL PARTS ARE NEW UNLESS OTHERWISE NOTED

N.Y.S. REGISTERED REPAIR SHOP NO. R 700 6989

TOTALS

THANK YOU FOR YOUR PATRONAGE!	TOTAL LABOR	0.00
PAID BY: CHARGE	TOTAL PARTS	0.00
AMEX	TOTAL SUBLET	0.00
CHECK(#):	TOTAL G.O.G.	0.00
CASH	TOTAL MISC CHG.	0.00
VISA MC	TOTAL MISC DISC	0.00
DISC	TOTAL TAX	0.00
	TOTAL INVOICE \$	0.00

YOU MAY BE RECEIVING A SURVEY FROM FORD MOTOR COMPANY ABOUT TODAY'S SERVICE EXPERIENCE. IF FOR ANY REASON YOU FEEL YOU CANNOT MARK THE SURVEY "COMPLETELY SATISFIED" (THE EXTREME LEFT COLUMN); PLEASE LET US KNOW PRIOR TO COMPLETING THE SURVEY. OUR GOAL IS TO "COMPLETELY" SATISFY OUR CUSTOMERS.

SUNSHINE FORD LINCOLN INC.

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company (800) 441-1111

11/17/2010 16:23 FAX

METAL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller's Address SUNSHINE FORD LINCOLN MERCURY, INC PO BOX 3078 MERRICK NY 11550	Buyer(s) or Signer(s) & Address [REDACTED]
--	--	---

Date of Sale: **11/17/2010**
 SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle	Year: 2011	VIN: 1ZVBP8CF2B5
Purchased	Make: FORD	Lic. No./Year: NA
Trade-In	Model: MUSTANG	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.
PROMISE TO PAY AND PAYMENT TERMS: To repay your loan, you jointly and severally promise to pay us the Total Of Payments shown below in lawful money of the United States. You will repay this sum as set forth in the Payment Schedule shown below. You understand that each payment is applied first to collection costs and late charges, if any, then to Finance Charges, and then to Amount Financed.

TRUTH IN LENDING DISCLOSURES

FIXED 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 down payment of
6.59 %	\$ 7172.00	\$ 28582.60	\$ 35754.60	\$ 10880.00 is \$ 45754.60

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
84	425.65	MONTHLY BEGINNING: AUGUST 7th, 2010

Security: You are giving a security interest in the Vehicle purchased and in your savings and deposit accounts with us.
Prepayment: If you pay off your loan early, you will not have to pay a penalty.
Late Charge: If a payment is 10 days or more late, you will be charged 5% of the payment.
Cross-Collateral Clause: You are giving us a security interest in the Vehicle to secure the repayment of the loan as well as any other obligation owed to us now or in the future (except a loan secured by your home).
Annual Percentage Rate: The Annual Percentage Rate (APR) appearing on the face of this note will be decreased by 0.25% if the loan payments are automatically transferred from your account. This reduction does not affect the amount of your monthly payment. If you default or discontinue the automatic transfer, you will no longer be eligible for the 0.25% reduction and your Annual Percentage Rate will revert to that which is shown on the face of this Note. The decrease/increase of the Annual Percentage Rate will take the form of fewer or more payments of the same amount.
Property Insurance: You are required to obtain and maintain insurance on the Vehicle, endorsed to protect us as loss payee, BUT MAY CHOOSE THE AGENT OR BROKER OF YOUR CHOICE.
Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract.
Contract Provisions: Please read the entire Contract before signing, including the terms on the reverse side regarding nonpayment, default and our right to repossess the vehicle.

GAP AMOUNT: In the event of a total loss of the Property due to its theft, confiscation, or physical damage, you agree that you will pay the difference between the amount of insurance proceeds and the amount you still owe us (GAP Amount).
 You may, however, purchase a Guaranteed Asset Protection Contract (i.e. GAP Waiver) from us, or alternatively, purchase insurance covering the GAP amount from an insurance company which has been licensed by the superintendent of insurance to write motor vehicle debtors' GAP insurance in this state. Such a waiver or insurance, however, is not required to obtain credit.
 Yes, I want to purchase the GAP Waiver from HVFCU.
 No, I decline GAP insurance.

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ 2150.10)	\$ 37540.10
Service Contract, Paid to: FORD ESP PREMI	\$ 945.00
N/A	\$ N/A
Amount to Finance line e. (if e. is negative)	\$ N/A
Cash Sale Price	\$ 38485.10
Manufacturer's Rebate	\$ 400.00
Cash Down Payment	\$ 9500.00
a. Total Cash/Rebate Down	\$ 10000.00
b. Trade-In Allowance	\$ N/A
c. Less: Amount owing	\$ N/A
Paid to:	\$ N/A
d. Net Trade-In (b. minus c.)	\$ N/A
e. Net Cash/Trade-In (a. plus d.)	\$ 10000.00
Down Payment (e.; disclosure as \$0 if negative)	\$ 10000.00
Unpaid Balance of Cash Sale Price	\$ 28485.10
Paid to Public Officials - Filing Fees	\$ 10.00
Insurance Premiums*	\$ N/A
GAP Waiver	\$ N/A
SALES TAX	\$ 75.00
To: N/A	\$ N/A

NOTICE TO BUYER
 (1) Do not sign this agreement before you read it or if it contains any blank spaces.
 (2) You are entitled to a completely filled-in copy of this agreement.
 (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge.
 (4) According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.
 BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF

PLEASE READ THIS ENTIRE CONTRACT BEFORE SIGNING, including the terms on the reverse side regarding nonpayment, default and our right to require early repayment

GAP AMOUNT: In the event of a total loss of the Property due to its theft, confiscation, or physical damage, you agree that you will pay the difference between the amount of insurance proceeds and the amount you still owe us. (GAP Amount)

You may, however, purchase a Guaranteed Asset Protection Contract (i.e. GAP Waiver) from us, or alternatively, purchase insurance covering the GAP amount from an insurance company which has been licensed by the superintendent of insurance to write motor vehicle debt or GAP insurance in this state. Such a waiver or insurance, however, is not required to obtain credit.

Yes, I want to purchase the GAP waiver from HVFCU.

No, I decline GAP insurance.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. (4) According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent of choice of your own selection.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT.

Buyer: [Redacted] Date: 07/08/2010
Signed: [Redacted] Date: 07/08/2010
Signature: [Redacted] Date: [Redacted]

Signature: [Redacted] Date: [Redacted]
Seller By: [Redacted]

HVFCU - CONFIDENTIAL

Original to HVFCU - White • Dealer copy - Canary • Buyer(s) copy - Pink & Gold • **NEW YORK RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

ITEMIZATION OF AMOUNT FINANCED	
Vehicle Price (incl. sales tax of \$ 2150.10)	\$ 27540.10
Service Contract, Paid to: FORD ESP PREM	\$ 945.00
N/A	\$ N/A
Amount to Finance line e: (if e is negative)	\$ N/A
Cash Sale Price	\$ 38485.10
Manufacturer's Rebate \$: 500.00	
Cash Down Payment \$: 9500.00	
a. Total Cash/Rebate Down \$: 10000.00	
b. Trade-In Allowance \$: N/A	
c. Less: Amount owing \$: N/A	
Paid to: N/A	
d. Net Trade-in (b. minus c.): \$: N/A	
e. Net Cash/Trade-In (a. plus d.): 10000.00	\$
Down Payment (e.; disclosure as \$0 if negative)	\$ 10000.00
Unpaid Balance of Cash Sale Price	\$ 28485.10
Paid to Public Officials - Filing Fees	\$ 10.00
Insurance Premiums*	\$ N/A
GAP Waiver	\$ N/A
To: N/A	\$ N/A
To: N/A	\$ N/A
To: NY TIRE RECYCLE FEE	\$ 22.50
Total Other Charges (not paid to Others)	\$ 22.50
Amount Financed	\$ 28502.60

*We may retain or receive a portion of this amount.

Liability Insurance coverage, including theft and motor vehicle damage caused to others is not included in this contract.



159 Burnegat Road, Poughkeepsie, NY 12601, 800-469-3011

ASSIGNMENT: This Contract and Security Agreement is assigned to Hudson Valley Federal Credit Union, 159 Burnegat Road, Poughkeepsie, NY 12601 under the terms of the ASSIGNMENT BY SELLER on page 2.

Seller By: [Redacted] Date: 07/08/2010
(page 1 of 2)
MOTOR/VEHICLE - NOT FOR MANUFACTURED HOMES



VEHICLE INVOICE

No. 8756



SUNSHINE FORD-LINCOLN-MERCURY Inc.

40 Route 17K
P.O. Box 3078
NEWBURGH, NY 12550
(518) 581-3800

LINCOLN
Mercury

COSIMO COLANDREA
PRESIDENT

OLD TO:

ADDRESS:



MI, TAMORAS PA

DATE: 07/08/10
MILEAGE 150

CUST. NO.	STOCK NO.	YEAR - MAKE	MODEL	NEW OR USED	VIN	KEY NO.	SALESMAN
29344	11140	2011 FORD	MUSTANG	NEW	1ZVBP8CF2B5	IGN0535X TRK	LISA M MARADA

OPTIONAL EQUIPMENT AND ACCESSORIES

DEAL NO. 47228

FORD ESP PREMIUM CARE 6 YR/60000 MI 945.00
\$100.00 DEDUCTABLE

A
AS EQUIPPED

\$500.00 PROMOTIONAL RETAIL BONUS CUST
CASH 11818

HUDSON VALLEY FCU
84 @ 425.65

159 BARNEGAT RD
POUGHKEEPSIE NY 12601

DESCRIPTION	SALE
N CAR	36395.00
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	38582.60

USED VEHICLE CERTIFICATION

"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, SUNSHINE FORD-LINCOLN-MERCURY Inc., THE DEALER NAMED ABOVE, CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."

"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. *\$75.00"

* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE AND SPECIAL PLATE PROCESSING FEE ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE IS RUING OFFICE.

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

Always Bring Your Car Here For Factory Authorized Service

NYS FACILITY ID NO 700 8880

11/17/2010 16:22 FAX

007/011

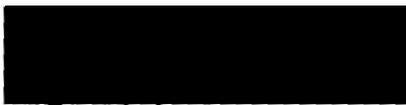
COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY JUN 30, 2011 VALID 1080710

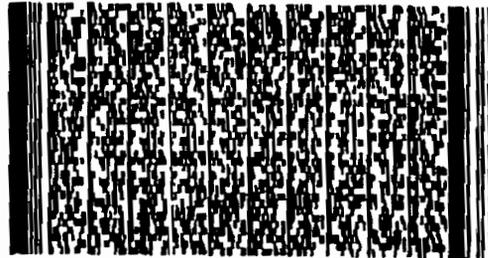
PLATE: NHM0062
TITLE: 68435349401 DA
VIN: 1G2UBH9C7265127894
VR/MAKE: 2010 FORD
TYPE: CP
MID: 10207-0012-00552-0015



I hereby acknowledge this day that I have received notice of the provisions of Section 5709 of the Vehicle Code.



MAYAGORAS PA



APPLICATION, TERMS & CONDITIONS (All states except Florida)



SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number: 1ZVBPBCF2B5... Signature Date: 070810 Warranty Start Date: 070110

SECTION B - TYPES OF NEW PLANS

CORE COVERAGES: PremiumCARE (checked), BaseCARE, ExtraCARE. COMPONENT WRAP COVERAGES: ExtraCARE, PremiumCARE. RENTALCARE COVERAGE: RentalCARE. SUPER DUTY COVERAGES: Diesel EngineCARE, Diesel EngineCARE Plus. DEDUCTIBLES: \$0 (checked). OPTIONS: First Day Rental, Enhanced Rental. SURCHARGES: 12 Months/12,000 Miles, Commercial Business Use, Ambulance/Shuttle/Tow Truck, Snowplow, Turbocharger/Supercharger.

SECTION C - TYPES OF USED PLANS

CORE COVERAGES: PremiumCARE, BaseCARE, ExtraCARE, PremiumCARE. DEDUCTIBLES (Optional ONLY): \$50, \$200, Disappearing. OPTIONS/SURCHARGES: First Day Rental, 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. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles. 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. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles 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. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

Table with 6 columns: Plan / Coverages, Monthly/Hourly Duration & Expiration Date, Mileage Duration (no limits) & Expiration Distance, Purchase Price, Sales Tax, Total Purchase Price & Sales Tax. Rows include Ford ES (New or Used Plans), Other Plans, Current Mileage, and Totals.

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 (and/or) maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Signature Date: 07/08/2010. Service Contract Holder/Purchaser Name and Address: MATAMORAS PA. Service Contract Lienholder Name: HUDSON VALLEY FCU.

SECTION F - DEALERSHIP INFORMATION

Dealership Name and Address: SUNSHINE FORD LINCOLN MERCURY, INC. PO BOX 3078 NEWBURGH NY 12550. Dealership Signature: [Signature]. Phone Number: [Number]. EMPLOYEE STARS ID: [ID]. P&A Code: [Code].

PE11-024

FORD

10-14-2011

Appendix E1

Article Number: 21462**Article Type:** S**Market(s):**

Area Code	Geo Sales Area	Date of Activation	Date of Deactivation
NA	***	08/17/2010	08/16/2014
WD	***	08/17/2010	08/16/2014

Title:

2011 MUSTANG - SKIP SHIFT FEATURE - SHIFT LEVER/LINKAGE ONLY MOVES FROM 1ST TO 4TH

Text:

SOME 2011 MUSTANG VEHICLES EQUIPPED WITH A 5.0L ENGINE MAY AT TIMES ONLY BE SHIFTED FROM 1ST GEAR DIRECTLY INTO 4TH GEAR. THIS MAY BE DUE TO THE SKIP SHIFT FEATURE INTRODUCED FOR IMPROVED FUEL ECONOMY AND NO REPAIRS ARE NECESSARY. REFERTO THE OWNER GUIDE OR WORKSHOP MANUAL SECTION 308-03A FOR ADDITIONAL OPERATIONALDETAILS. NOTE: THE SKIP SHIFT FEATURE IS CONTROLLED BY THE PCM AND CANNOT BE MODIFIED OR DISABLED.

Vehicles:

2011 MUSTANG (00071)

Symptom Code:

500000 DRIVELINE

505000 DRIVELINE MANUAL TRANS CONCERNS

505200 DRIVELINE MANUAL TRANS SHIFT LEVER/LINKAGE

Global Customer Symptom Codes:

Category	Q1	Q2	Q3	Full Code
Start/Run/Move				4****
Start/Run/Move	Moving			442***
Start/Run/Move	Moving	Shift Lever (Manual)		4422**
Start/Run/Move	Moving	Shift Lever (Manual)	Inoperative	442238
Start/Run/Move	Moving	Shift Lever (Manual)	Sticks/Binds	442271

Article Number: 21614**Article Type:** S**Market(s):**

Area Code	Geo Sales Area	Date of Activation	Date of Deactivation
NA	***	11/18/2010	11/18/2014
NA	CAN	11/18/2010	11/18/2014
NA	MEX	11/18/2010	11/18/2014
NA	USA	11/18/2010	11/18/2014
WD	***	11/18/2010	11/18/2014

Title:

2011 MUSTANGS EQUIPPED WITH MT82 MANUAL TRANSMISSION - EXPERIENCING VARIOUS CLUTCH SYMPTOMS

Text:

2011 MUSTANGS EQUIPPED WITH MT82 MANUAL TRANSMISSION MAY EXPERIENCE DIFFICULTY SHIFTING INTO REVERSE AND 1ST GEAR, LOW CLUTCH PEDAL RESERVE OR CLUTCH PEDAL FEELING VERY LIGHT. POSSIBLE CAUSE COULD BE LOOSE CLUTCH PRESSURE PLATE BOLTS. REFER TO WORKSHOP MANUAL SECTION 308-01 (CLUTCH REMOVAL AND INSTALLATION FOR APPROPRIATE ENGINE APPLICATION). CLEAN THREAD MATERIAL FROM FLYWHEEL BOLT HOLES WITH APPROPRIATE NON-OIL BASED SOLVENT. DURING INSTALLATION BE SURE TO INSTALL NEW PRESSURE PLATE BOLTS (W715869-S439) AND TIGHTEN ONE TURN AT A TIME IN A STARPATTERN UNTIL ALL BOLTS REACH A NEW TORQUE OF 63NM (46 LBFT). TIGHTEN EACH BOLT AN ADDITIONAL 60 DEGREES IN A STAR PATTERN. USE APPROPRIATE LABOR TIMES FOR REPAIR. WSM IS BEING UPDATED

Vehicles:

2011 MUSTANG (00071)

Symptom Code:

500000 DRIVELINE
 505200 DRIVELINE MANUAL TRANS SHIFT LEVER/LINKAGE
 506000 DRIVELINE CLUTCH CONCERNS

Global Customer Symptom Codes:

Category	Q1	Q2	Q3	Full Code
Start/Run/Move				4****
Start/Run/Move	Moving			442***
Start/Run/Move	Moving	Shift Lever (Manual)		4422**
Start/Run/Move	Moving	Shift Lever (Manual)	Sticks/Binds	442271
Start/Run/Move	Pedals			445***
Start/Run/Move	Pedals	Clutch		4452**
Start/Run/Move	Pedals	Clutch	Sticks/Binds	445271
Start/Run/Move	Vibration			449***
Start/Run/Move	Vibration	Moving/Driving		4492**
Start/Run/Move	Vibration	Moving/Driving	Always	449202

Article Number: 10-19-04**Article Type:** T**Market(s):**

Area Code	Geo Sales Area	Date of Activation	Date of Deactivation
NA	***	09/21/2010	09/20/2020
WD	***	09/21/2010	09/20/2020

Title:

2011 MUSTANG - CLUTCH STAYOUT AT HIGH RPM - BUILT ON OR BEFORE 4/25/2010

Text:

SOME 2011 MUSTANGS BUILT ON OR BEFORE 4/25/2010, WITH A MANUAL TRANSMISSION AND LOW MILEAGE, TYPICALLY 10,000 MILES OR LESS (16,093 KM), MAY EXHIBIT A CLUTCH PEDAL STAYOUT CONDITION AT VERY HIGH ENGINE RPM. THIS CONDITION WILL GENERATE A CONCERN OF THE CLUTCH PEDAL REMAINING ON THE FLOOR DURING HIGH ENGINE RPM SHIFTS. WHEN ENGINE RPM DROPS, CLUTCH PEDAL OPERATION RETURNS TO NORMAL, BUT THERE-ENGAGEMENT MAY BE ABRUPT. FOLLOW THE SERVICE PROCEDURE STEPS TO CORRECT THE CONDITION.

Vehicles:

2011 MUSTANG (00071)

Symptom Code:

500000 DRIVELINE

506000 DRIVELINE CLUTCH CONCERNS

Global Customer Symptom Codes:

Category	Q1	Q2	Q3	Full Code
Start/Run/Move				4*****
Start/Run/Move	Pedals			445***
Start/Run/Move	Pedals	Clutch		4452**
Start/Run/Move	Pedals	Clutch	Sticks/Binds	445271

Article Number: 11-03-18**Article Type:** T**Market(s):**

Area Code	Geo Sales Area	Date of Activation	Date of Deactivation
NA	***	03/15/2011	03/15/2021
WD	***	03/15/2011	03/15/2021

Title:

MT82 MANUAL 6-SPEED TRANSMISSION COLD SHIFT EFFORT

Text:

SOME 2011-2012 MUSTANG VEHICLES EQUIPPED WITH A MT82 6-SPEED MANUAL TRANSMISSION MAY EXHIBIT INCREASED SHIFT EFFORTS IN COLD AMBIENT TEMPERATURES. THIS IS USUALLY MOST NOTICEABLE IN 1ST AND 2ND GEARS BUT MAY ALSO BE NOTICED IN 3RD THROUGH 6TH GEARS. THE INCREASED SHIFT EFFORT MAY BE THE RESULT OF THE INCREASED VISCOSITY OF THE TRANSMISSION FLUID IN COLD WEATHER. FOLLOW THE SERVICE PROCEDURE TO CORRECT THE CONDITION.

Vehicles:

2011-2012 MUSTANG (00071)

Symptom Code:

500000 DRIVELINE
 505000 DRIVELINE MANUAL TRANS CONCERNS
 505200 DRIVELINE MANUAL TRANS SHIFT LEVER/LINKAGE
 506000 DRIVELINE CLUTCH CONCERNS
 510000 DRIVELINE FLUID CONCERNS
 597997 DRIVELINE NOISE CONCERNS

Global Customer Symptom Codes:

Category	Q1	Q2	Q3	Full Code
Start/Run/Move				4*****
Start/Run/Move	Moving			442***
Start/Run/Move	Moving	Gear Selector		4421**
Start/Run/Move	Moving	Gear Selector	Sticks/Binds	442171
Start/Run/Move	Moving	Shift Lever (Manual)		4422**
Start/Run/Move	Moving	Shift Lever (Manual)	Sticks/Binds	442271
Start/Run/Move	Moving	Upshift Quality		4427**
Start/Run/Move	Moving	Upshift Quality	Cold	442712

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FORD

10-14-2011

Appendix E2

ArticleType : ISM ArticleNumber : 10-09-009 Entered Date : 09/10/2010 Times Recommended : 2
Date is displayed in MM/DD/CCYY format

MT82 TRANSMISSION FLUID - OWNER GUIDE UPDATE :	
<p>THE MAINTENANCE SECTION OF THE 2011 MUSTANG OWNER GUIDE RECOMMENDS THE USE OF XT- 11-QDC, MOTORCRAFT DUAL CLUTCH TRANSMISSION FLUID, IN THE MT82 MANUAL TRANSMISSION.</p> <p>PER LAURIE HUNT (LHUNT2) AND RON ROMANO (RROMANO) THIS PART NUMBER AND NAME ARE INCORRECT. IT SHOULD BE XT-M5-QS, FULL SYNTHETIC MANUAL TRANSMISSION FLUID, AS IS STATED IN THE WORKSHOP MANUAL. THE SPEC NUMBER, WSD-M2C200- C, IS CORRECT IN BOTH PUBLICATIONS.</p> <p>AUTHOR: BBRADCOS (313) 322-3344</p>	

PE11-024

FORD

10-14-2011

Appendix G

Part	A	B	C	D	E	F		G	H
	Incorporated Into Vehicle Production	Description of Change	Reasons for Change	Original	Modified	Disposition of Original Parts		New Component Availability Date	New Component Interchangeable With Old (Y/N - Intended versus Possible)
				Ford Engineering Part Number	Ford Engineering Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
Clutch pedal return spring	4/26/2010	Revised pedal return spring	Address variability in prior level that could allow clutch stayout to occur at high engine rpm shifts and to increase clutch valley load.	BR33-2450- KB BR33-2450- MB BR33-2450- PB BR33-2450- SB	BR33-2450- KC BR33-2450- MC BR33-2450- PC BR33-2450- SC	Consume	4/25/2010	4/25/2010	Y
Clutch Pressure Plate Cover Assembly	1/7/2011	Revised clutch spring finger height	Address variability in prior level that could allow clutch stayout to occur at high engine rpm shifts and to increase clutch valley load.	BR33-7B546-BC	BR33-7B546-BD	Coordinated change	1/7/2011	1/7/2011	N
Clutch/flywheel mounting bolt	10/19/2010	Revised fastener/thread locker	Address clutch fastener backout during operation.	N808969-S100	W715869-S349	N/A	N/A	10/19/2010	Y
Fifth/Sixth gear synchro	09/07/2010	Changed surface finish specification for the synchronizer, added double shot blast.	Address customer comments of "notchiness" and grinding for 5th gear shifts.	BR33-7M000-BA BR33-7M000-CA	BR33-7M000-BB BR33-7M000-CB	Consume	Unknown	9/7/2010	Y
Phosphate gear coating	07/25/2011	Added phosphate coating to gears for gear whine.	Reduce gear noise presence.	BR33-7144-AA BR33-7144-BA	BR33-7107-AB BR33-7144-BB	Rework	Unknown	6/1/2011	Y
Transmission lubricant	07/25/2011	Lower viscosity lubricant to reduce cold shift efforts and cold clash.	Reduce overall shift efforts across all operating temperatures.	N/A	N/A	Consume	Unknown	6/1/2011	Y

PE11-024

FORD

10-14-2011

Appendix H



REVIEWED AND ACCEPTED

DATE 1/14/10 EPA REP. M. Reineman

Vehicle Environmental Engineering
Environmental & Safety Engineering

Allen Park Test Laboratory
1500 Enterprise Drive, Suite 3W-200
Allen Park, Michigan 48101-3031

December 22, 2009

Mr. Marty Reineman
Certification Division
Mobile Source Pollution Control
U. S. Environmental Protection Agency
2000 Traverwood Drive
Ann Arbor, Michigan 48105

Subject: 2011MY Mustang 5.0L vehicles with a skip-shift manual transmission

Dear Mr. Reineman:

The purpose of this memo is to request EPA approval of Ford Motor Company testing plans for the 2011 Model Year Mustang 5.0L with a skip-shift transmission. Ford is considering producing the skip-shift feature to direct customers into higher gears sooner, providing the opportunity to increase fuel economy while retaining necessary performance.

Ford provided a demonstration of this technology to EPA during several staff drives of the 2011MY Mustang 5.0L with the skip-shift feature on July 2, 2009. Overall EPA staff impressions of the system functionality were favorable. Several participants commented on the refined nature of the system and the seamless shifting from 1st to 4th gear.

Skip-shift feature operation: When the skip-shift light illuminates with the words "**1 -> 4 SHIFT FOR FUEL ECONOMY**" in the instrument cluster message center, shifting is only allowed from 1st to 4th gear (2nd and 3rd gears are locked out). When the skip-shift light goes out, the transmission can be shifted normally. The skip-shift light and feature are activated when all of the following conditions are met:

- The engine coolant temperature is above 170° F
- The vehicle is accelerating from a stop.
- The vehicle is in, or is shifting out of, first gear
- The vehicle is traveling 15 to 19 mph
- The throttle is opened to 25% or less.
- The engine speed is greater than 1200 PRM

Owner guide language describing the skip-shift feature appears in the *Instrument Cluster* chapter, as well as the *Driving* chapter:

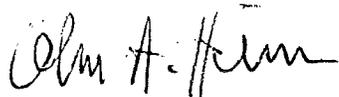
1 -> 4 SHIFT FOR FUEL ECONOMY— Displayed on manual transmission vehicles when the vehicle determines that shifting directly to 4th gear from 1st gear will improve fuel economy. Refer to *Manual transmission operation* in the *Driving* chapter for more information.

SKIP SHIFT (if equipped) (V8 engines only)

This feature locks out 2 (Second) and 3 (Third) gears for improved fuel economy. If the message center displays 1->4 SHIFT, shift the transmission directly from 1 (First) to 4 (Fourth), otherwise you can shift normally. Refer to *Message center* in the *Instrument Cluster* chapter.

The transmission strategy is consistent with other OEM skip-shift systems that EPA has approved in the past. If Ford decides to produce this feature it will be standard on all 2011MY 5.0L Mustang manual transmission vehicles. As such, we plan to test for Fuel Economy with a shift schedule that aligns with this feature. Please direct any inquiries related to this request to Mark Kobetis at (313) 805-8216.

Best Regards,



Glen A. Heiser, Specialty Manager
Fuel Economy, Advanced Certification, Coastdown & Test Technology
Compliance & Fuel Economy Engineering