

EA09-016

FORD

1-17-2011

Appendix B

C PAGE 12

D PAGE 33

F1 PAGE 215

F2 PAGE 217

G PAGE 219

I1 PAGE 355

I2 PAGE 357

J PAGE 359

L PAGE 367

EA09-016

FORD

1-17-2011

Appendix B

Search Criteria

**2004 - 2005 Model Year Ford Freestar & Mercury Monterey
Loss of Motive Power due to Transmission Failure**

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: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles 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: January 1, 2003 through November 16, 2010 (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
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	503100	Automatic Transmission Engagement – No Engagement
Driveline	503151	Automatic Transmission Engagement – No Engagement – No Forward
Driveline	503152	Automatic Transmission Engagement – No Engagement – No Reverse
Driveline	503153	Automatic Transmission Engagement – No Engagement – No Forward or Reverse
Driveline	503900	Automatic Transmission Engagement – N/L Engagement – Other
Driveline	503999	Automatic Transmission Engagement – N/L Engagement – Not Listed
Driveline	5048xx	Automatic Transmission General - Indicator
Driveability	607xxx	Stalls/Quits
Driveability	614xxx	Loss of Power

MORS III Reason Code(s):

Reason Code	Description
07xx	Any contact 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: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles 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: January 1, 2003 through November 16, 2010 (the date of this inquiry)

Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	503100	Automatic Transmission Engagement – No Engagement
Driveline	503151	Automatic Transmission Engagement – No Engagement – No Forward
Driveline	503152	Automatic Transmission Engagement – No Engagement – No Reverse
Driveline	503153	Automatic Transmission Engagement – No Engagement – No Forward or Reverse
Driveline	503900	Automatic Transmission Engagement – N/L Engagement – Other
Driveline	503999	Automatic Transmission Engagement – N/L Engagement – Not Listed
Driveline	5048xx	Automatic Transmission General – Indicator
Driveability	607xxx	Stalls/Quits
Driveability	614xxx	Loss of Power

Base Part Numbers:

7000 Automatic transmission assembly
 7902 Torque converter assembly
 7B328 Oil pump drive shaft

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 superseded TSB titles and SSMs using the following search criteria:

Model Year: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles 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: January 1, 2003 through November 16, 2010 (the date of this inquiry)

OASIS Service Code(s):

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	504000	Other Automatic Transmission Concerns
Driveability	607000	Stalls/Quits
Driveability	607400	Stalls/Quits – Idle
Driveability	607500	Stalls/Quits – Acceleration
Driveability	607600	Stalls/Quits – Cruise
Driveability	607700	Stalls/Quits – Deceleration
Driveability	614000	Lacks Power
Driveability	614500	Lacks Power – Acceleration
Driveability	614600	Lacks Power – Cruise

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: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles 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: January 1, 2003 through November 16, 2010 (the date of this inquiry)

CQIS Symptom Code(s):

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.

Symptom Category	Symptom Code	Symptom Description
Driveline	503000	Automatic Transmission Engagement – Other
Driveline	504000	Other Automatic Transmission Concerns
Driveability	607000	Stalls/Quits
Driveability	607400	Stalls/Quits - Idle
Driveability	607500	Stalls/Quits - Acceleration
Driveability	607600	Stalls/Quits - Cruise
Driveability	607700	Stalls/Quits - Deceleration
Driveability	614000	Lacks Power
Driveability	614500	Lacks Power - Acceleration
Driveability	614600	Lacks Power - Cruise

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: 2004 through 2005

Subject Vehicles: Ford Freestar and Mercury Monterey vehicles 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: January 1, 2003 through November 16, 2010 (the date of this inquiry)

Base Part Numbers:

7000	Automatic transmission assembly
7902	Torque converter assembly
7B328	Oil pump drive shaft

Customer Concern Codes:

CCC	Description
P83	No forward/reverse movement in gear

The reports located using the search criteria described above were manually reviewed for relevance.

Warranty Codes:

Transaction Code	Description
Extended Service Plan - Specific accounts for Contract	
0701D	Claim
0712D	Claim
0712S	Maintenance
0720S	Maintenance
0733S	Maintenance
0764D	Claim
0798D	Claim
0799D	Claim
0862S	Maintenance
0969S	Maintenance
0996S	Maintenance
0999S	Maintenance

Warranty	
1	First 12/12 – Non-Visiting Owner
2	First 12/12 - Visiting Owner
E70	Warranty – Powertrain (Luxury Vehicle)
E72	Warranty – Powertrain (Non-Luxury Vehicle)
E81	Warranty - Safety Restraint
E83	Warranty (Electrical) During 36/36,000
E84	Warranty (Non-Electrical) During 36/36,000
E82	Warranty - Battery
E87	Service Part (Luxury)/Original Powertrain
E88	Service Part (Non-Luxury)/Original Powertrain
E89	Service Part (Electrical)/Original 36/36,000
E90	Service Part (Non-Electrical)/Original 36/36,000
E92	Service Part/Original Battery
E93	Service Part/Original 12/12,000
S36	Warranty - Corrosion

Warranty Emissions	
S07	Emissions Defect - Non Service Part
S10	Emissions Performance - Non Service Part
E91	Emissions Defect - Service Part
EPP	Special/Rebillable - Environmental Protection Plan Claim

True Service Part	
ACC	Accessory
SPW	12/12,000 coverage
LSG	Lifetime Service Guaranteed
OTC	Over The Counter Service Part Repair
SSP	36/36,000 coverage

Rebillable (Dealer Cost/Ford Accepts Responsibility)	
G02	WDMO Extended Warranty for Government Vehicles
L06	Special/Rebillable - Dealer Participation in Field Impact Study
L22	Special/Rebillable - Field Engineering Investigation
L26	Contract Claim - Super Seal Corrosion
L80	Special/Rebillable - PCV Valve Replacement
L04	Engineering Field Study
L07	High Mileage Field Study
L63	Fuel Shortage from AP
L91	Concern Definition & Analysis
R3E	Special/Rebillable - Lost Documentation for Aftermarket Battery
R7C	Special/Rebillable - Child Seat Tether Anchor Kit Installation
R7J	Special/Rebillable - SVT Premium Service Program
R7U	Special/Rebillable - Diesel Engine Road Test
R81	Special/Rebillable - R&R Part from Dealer Stock Inventory
SLN	Transportation Assistance - Lincoln Customer Given Non-Lincoln from Dealer Rental Fleet
SLP	Transportation Assistance - Ford/Mercury Given from Dealer Rental Fleet
SLT	Transportation Assistance - Lincoln Customer Given Lincoln from Dealer Rental Fleet
SLX	Transportation Assistance - Ford/Mercury Shuttle

SRC	Transportations Assistance - Lincoln Warranty From Outside Rental Agency
QCL	Contract Claim - Maintenance (Luxury Vehicle)
QDM	Contract Claim - Maintenance (Non-Luxury Vehicle)
QFC	Contract Claim - Quality Fleet Care

AWA	After Warranty Assistance
P01	Field AWA
P05	Dealer AWA
P07	AWA - Dealer - Powrtrain (Customer Participation Required)
P08	Service Part/Original AWA (P05)
P09	Service Part/Original AWA (P01)
P53	Consumer Relations AWA
P86	RAV AWA
P91	AWA - Extendes Service Plan
P98	Consumer Relations AWA
PAF	Fleet AWA
PDM	Market Office AWA
PFM	Market Office AWA
PRM	Market Office AWA
W01	Commercial Vehicle Operations AWA
W02	Commercial Vehicle Operations AWA
W06	Commercial Vehicle Operations AWA
W08	Commercial Vehicle Operations AWA
W92	Commercial Vehicle Operations AWA
Z92	Commercial Vehicle Operations AWA

In Transit Damage

TD0	Detroit Empowerment Zone
TD5	Flat Rock AAI
TD6	Korea
TD8	Australia
TDA	Atlanta
TDB	Oakville
TDC	Ontario Trk
TDD	Avon Ohio
TDE	Kentucky Truck
TDF	Dearborn
TDG	Chicago
TDH	Lorain
TDJ	Immsa
TDK	Kansas City
TDL	Michigan Truck
TDM	Cuautitlan
TDN	Norfolk
TDP	Twin City
TDR	Hermosillo
TDT	Edison
TDU	Louisville
TDV	Kentucky Trk
TDW	Wayne
TDX	St Thomas

TDY	Wixom
TDZ	St Louis
OTHER	
ESC	Contract Claim - Competitive Make
ESP	Contract Claim - Extended Service Plan
ESQ	Contract Claim - Competitive Make Maintenance
FAD	Service Part Warranty - FAD (Also FADA, FADB & FADR)
HTC	Service Part Warranty - Heavy Truck
	Special/Rebillable - Service Fee to North Carolina Dealers for
NCW	Extended Warranty
NYL	Warranty - New York State 24/18,000
OTC	Service Part Warranty - Over the Counter
TWC	Warranty - Tire Defect
911	Paid - Unable to Book Cost
FADA	Ford Authorized Distributor-Accessory Claim
R23	Environmental Fallout
RAV	Reacquired Vehicle Warranty
RCR	Marketing Coupon Program
MVC	Mis build Vehicle Claim
MVV	Mis build Vehicle

EA09-016

FORD

1-17-2011

Appendix C - Legal Contacts



All Action Details for Issue

Print

VIN: 2FMZA57604B [REDACTED] Year: 2004 Model: FREESTAR Case: 672740264
 Name: [REDACTED] Owner Status: Original WSD: 2003-12-13
 Symptom Desc: STRG/HANDLING FUNCTION Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 2600 MI Comm Type: PHONE
 Analyst Name: QUAMMIE NATALIE Analyst: NQUAMMIE
 Action Date: 01/26/2004 Action Time: 18.47.03.885 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAID: -I AM REQUESTING A NEW VEH,WHAT IS THE PROCESS? -LAST WEEK A NEW TRANSMISSION WAS REPLACED -THE TIREROD BROKE TODAY AND I WAS INVOLVED IN AN ACCIDENT -I JUST GOT THE VEH BACK ON -I AVOIDED A LAMP POST AND HIT A STREET SIGN INSTEAD -THE VADALLIA POLICE DEPARTMENT ARRIVED TO SCENE OF THE ACCIDENT - POLICE REPORT NUMBER IS 042545 -I ALSO GOT A TICKET BECAUSE I HIT A STREET SIGN -MY HUSBAND HAS CONTACTED OUR INSURANCE CARRIER -THE VEH IS REPAIRABLE ...THE FRONT BUMPER IS GONE -SEEKING ACCIDENT DEALER SAID: BEAU TOWNSEND FORD 1020 WEST NATIONAL ROAD VANDALIA, OH 45377 TEL: (937) 898-5841 CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: MAKE OUTBOUND CALL TO CUSTOMER
 Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 2600 MI Comm Type: PHONE
 Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41
 Action Date: 01/28/2004 Action Time: 10.57.21.277 Action Data: Yes

Comments CONTACTED CUSTOMER REGARDING VEHICLE CONCERN. ADVISED VEHICLE IS BEING REPAIRED AT DEALERSHIP BODY SHOP... CUSTOMER IS NOT SATISFIED WITH VEHICLE PERFORMANCE AND IS PERSUING A PERSONAL INJURY CLAIM.

Data Element Name	Data Value
CONTACT PERSON	[REDACTED]

Action: FINAL CASE DISPOSITION
 Dealer: 01980 BEAU TOWNSEND FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 2600 MI Comm Type: MAIL
 Analyst Name: GRAHAM, ROCHELLE Analyst: RGRAHA41
 Action Date: 01/29/2004 Action Time: 17.24.02.929 Action Data: No

Comments SENT CUSTOMER "PERSONAL INJURY CLAIM" LETTER REQUESTING NECESSARY DOCUMENTS.



All Action Details for Issue

[Print](#)

VIN: 2FMZA51644E [REDACTED] Year: 2004 Model: FREESTAR Case: 1576032854
 Name: MR: [REDACTED] Owner Status: Original WSD: 2004-09-30
 Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 03668 NORTHPORT FORD INC Origin Desc: US CONCERN CASE BASE
 Odometer: 470 MI Comm Type: PHONE
 Analyst Name: PEPPI DIMITROPOULOS Analyst: PDIMITRO
 Action Date: 10/11/2004 Action Time: 16.00.02.533 Action Data: Yes

Comments CUSTOMER SAID: =PURCHASED VEH ON SEPT 30/04 WITH 23 MILES ON IT =BROUGHT IT HOME AND DROVE IT UNTIL OCT 9/04=THE VEH STARTED JERKING AND THEN STOPPED ON A BUSY HIGHWAY =THE VEH CAUGHT ON FIRE AND FLAMES STARTED COMING OUT FROM UNDER THE HOOD =THE TRANSMISSION BLEW UP =CUST CALLED THE POLICE BUT THEY DID NOT FILE A POLICE REPORT AND TOOK HER TO =HUSBAND PUT OUT THE FIRE WITH GRASS =CUST HAD HER FAMILY WITH HER =VEH IS CURRENTLY AT NORRIS FORD OF EASTON =VEH HAS NOT BEEN DIOGNOSED AS OF YET =CUST DOES NOT WANT TO DRIVE THIS VEHICLE ANYMORE BECAUSE SHE DOES NOT FEEL SAFE DRIVING THE VEHICLE ANYMORE =CUST IS WAITING FOR NORTHPORT FORD TO ADVISE HER OF HER NEXT STEPS =NO INJURIES =VEH HAS NOT BEEN DIOGNOSED AS OF YET BY NORRIS FORD OF EASTON =CUST HAS NOT CONTACTED HER INSURANCE COPMPANY AS OF YETDEALER SAID: =VEH PURCHASED FROM : NORRIS FORD OF EASTON 9617 OCEAN GATEWAYEASTON, MD 21601TEL: (800) 525-9169 =====VEH IS CURRENTLY AT: NORTHPORT FORD 6233 JERICHO TURNPIKECOMMACK, NY 11725TEL: (888) 791-6555CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name	Data Value
FIRE/ACCIDENT	F

Action: MAKE OUTBOUND CALL TO DEALER
 Dealer: 03668 NORTHPORT FORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 470 MI Comm Type: PHONE
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1
 Action Date: 10/13/2004 Action Time: 09.25.55.579 Action Data: Yes

Comments ***LPA COMMENTS*** LPA HAS SPOKEN TO THE DEALERSHIPS INVOLVED. THE CUSTOMER'S VEHICLE HAD TRANSMISSION FAILURE DURING A TRIP FROM MARYLAND TO NEW YORK. THE VEHICLE IS CURRENTLY AT NORRIS FORD OF EASTON LOCATED IN MARYLAND, AND AUTHORIZATION HAS BEEN GIVEN BY TECH-HOTLINE TO REPLACE THE TRANSMISSION UNDER THE REGULAR WARRANTY. THE VEHICLE DID NOT SUSTAINED ANY FIRE OR SMOKE DAMAGE AS INITIALLY THOUGHT. THE CUSTOMER WAS GIVEN A LOANER VEHICLE BY NORRIS FORD, AND DROVE IT BACK TO HER HOME IN NEW YORK. THE DEALER @ NORRIS SAYS THE CUSTOMER'S VEHICLE SHOULD BE READY BY NEXT WEEK DEPENDING ON WHEN THE PARTS BECOME AVAILABLE. * THE CUSTOMER HAS ALLGEGED A FIRE OCCURRED ON THE VEHICLE, AND IS SEEKING A VEHICLE REPLACEMENT. NO INJURIES WERE SUSTAINED.

Data Element Name	Data Value
CONTACT PERSON	BILL HALL

Action: INFORMATIONAL CALL/FAX WITH OTHER PARTY

Dealer: 03668 NORTHPORT FORD INC

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 470 MI

Comm Type: PHONE

Analyst Name: KIRKSEY, VINCE (V.)

Analyst: VKIRKSE1

Action Date: 10/13/2004

Action Time:
09.28.08.952

Action Data: No

Comments ***LPA COMMENTS*** LPA HAS LEFT A MESSAGE WITH THE ZONE MANAGER OF NORTHPORT FORD. LPA EXPLAIN THE CIRCUMSTANCES, AND INFORM THE Z/M THAT HIS DEALERSHIP IS INTERESTED IN OBTAINING ASSISTANCE ON GETTING THE CUSTOMER'S VEHICLE FROM THE DEALERSHIP IN MARYLAND.

Action: REDIRECT TO OTHER

Dealer: 03668 NORTHPORT FORD INC

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 470 MI

Comm Type: MAIL

Analyst Name: KIRKSEY, VINCE (V.)

Analyst: VKIRKSE1

Action Date: 10/27/2004

Action Time:
13.45.35.990

Action Data: No

Comments ***LPA COMMENTS*** LPA HAS REVIEWED THE ABOVE CASE. INFORMATION PROVIDED BY THE DEALERSHIP INDICATED THAT THE CUSTOMER'S CONCERN IS BEING RESOLVED. THE DEALERSHIP VERIFIED THE TRANSMISSION FAILED IN THE CUSTOMER'S VEHICLE, BUT DID NOT CAUSE ANY FIRE DAMAGE. THE DEALERSHIP INDICATED THAT THE CUSTOMER'S CONCERN WILL BE REPAIRED UNDER THE REGULAR WARRANTY. BASED ON THIS INFORMATION, WE WILL NOT PROVIDE ASSISTANCE IN THE MATTER, AND PROPOSE NO FURTHER ACTION. LPA HAS REDIRECTED THE CUSTOMER BACK TO THE SERVICING DEALER.



Action Detail

VIN: 2MRDA20264 [REDACTED]	Year: 2004	Model: MONTEREY	Case: 612101426
Name: [REDACTED]	Owner Status: Original	WSD: 2004-07-23	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - FIRE CLAIM		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: ACKNOWLEDGE	Dealer: NILLES FORD-MERCURY INC	
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD		P & A Code: 00609	
Action Desc: OPEN LEGAL CONTACT - PRODUCT LIABILITY - FIRE			
Odometer: 31223 MI	Comm Type: EMAIL		
Action Date: 05/22/2006	Action Time: 17:00:10:757	Action Data: Yes	
Analyst Name: LEICH,CHERIE	Analyst: CLEICH		

COMMENTS: *****PRODUCT LIABILITY*****EMAIL RECEIVED 5-17-06. DEALER CONTACT: JEFFREY. CUSTOMER ALLEGES VEHICLE CAUGHT FIRE ON 5-17-06.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Ford Confidential

Keller, Kristian (P.)

From: Cpform, D (D.)
Sent: Wednesday, May 17, 2006 3:34 PM
To: Ordcalp, F (F.)
Subject: Dealer Request For Consumer Affairs Review

Dealer Request For Consumer Affairs Review - All Markets

Dealership Name: nilles ford &mercury inc
Requesting Dealer: same
Contact Person: jeffrey
Telephone: 315 824 2440
Email Address: j-nilles@cnyemail.com
PA Code: 00609
Region: n.y.
City: hamilton
Dealer State: NY
WSD: 07/23/2004
Vehicle Year: 2004
Vehicle Model: monterey
Vehicle VIN: 2mrda20264 [REDACTED]
Mileage: 31223
Customer Name: [REDACTED]
Street Address: [REDACTED]
City: cazanovia [REDACTED]
State: New York
Zip Code: [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Customer Region: 99 - All Regions
Incident Involves: Fire
Date of Incident: 05/17/2006
County in which incident occurred: madison
Is Alleging Defect: No
Police Report Filed: No
Insurance Company Contacted: N
Coach Builder State: AK - Alaska
Resolution Sought Detail: having transmission replaced as soon as possible customer does have loaner vehical
Comments: customer would like to have his vehical back as soon as possible

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.



LAW OFFICES OF HUGO R. HARMATZ, P.C.

A LAW CORPORATION

ROUTE 34 & ARTISAN WAY
POST OFFICE BOX 500
COLTS NECK, NJ 07722

(732) 845-1331

110 WALL STREET
11TH FLOOR
NEW YORK, NY 10005

(866) 845-1331

8401-A CONNECTICUT AVE., NW
WASHINGTON, DC 20005

(877) 377-5529

MEMBER - NEW JERSEY BAR
PENNSYLVANIA BAR
NEW YORK BAR
DISTRICT OF COLUMBIA BAR
ADMITTED - U.S. FEDERAL DISTRICT COURTS
ADMITTED - UNITED STATES SUPREME COURT
LL.M. IN TRIAL ADVOCACY

PLEASE REPLY TO COLTS NECK OFFICE

18 July 2008

VIA FAX AND FIRST CLASS MAIL

David Leitch, Esquire
Ford Motor Company
Office of General Counsel
1 American Road
Dearborn, Michigan 48126Re: *Defective Mercury Monterey Transmission*

Dear Counselor Leitch:

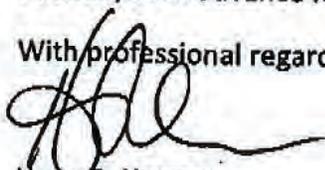
Please find annexed hereto, for your perusal and consideration, a letter dispatched on 08 July 2008 in regard to the defective transmission in Mrs. [REDACTED] 2004 Mercury Monterey. Please also find enclosed a copy of my letter dated 17 July 2008 to Mr. William Clay Ford in confirmation of the phone conversation had with his executive staff member in regard to Mrs. Harmatz's situation. I believe that the aforesaid documents provide you with ample background in regard to the viable claim(s) of Mrs. Harmatz as they relate to Ford Motor Company.

I have authored this letter to you in an effort to resolve Mrs. Harmatz's claim prior to the necessity of filing litigation against Ford Motor Company. As you may be aware, should the filing of litigation become the only viable alternative to protect Mrs. Harmatz against loss, same will include a claim for the additional damages which she suffered due to Ford's defective product.

I ask that you consider the above and the fact that same may be resolved at this juncture for Mrs. Harmatz's out of pocket costs. However, on or about 18 July 2008 this matter will proceed to litigation, failing Ford's good faith resolve of Mrs. Harmatz's claims.

I thank you in advance for your attention and efforts in the above.

With professional regards,



Hugo R. Harmatz

HRH: file - M/HARMATZ/FORD/DEFECT/LIT/COMM/08

Post Office Box 500
 Colts Neck, New Jersey 07722
 Telephone: (732) 845-1331
 Fax: (732) 409-0008

Mr. William Clay Ford, Chairman
 Ford Motor Company
 1 American Road
 Dearborn, MI 48126-2798

**COPY FOR YOUR
 INFORMATION**

Re: Defective Transmission

Dear Mr. Ford:

I purchased my Mercury Monterey as I have two small children and desired a car that would be safe and provide me with years of service. Prior to my purchase, I looked at many foreign and other American van's. Since I have owned Ford products since the early 1980s, I felt a loyalty to Ford, even though other manufacturers had better write-ups or warranties. In this regard, I purchased again purchased a Ford product as I felt like a member of the Ford family!

Last week, my Mercury Monterey broke down without warning. My vehicle has approximately 40,000 original miles on it. I was traveling to an early morning swim competition with one of the children at Princeton University. We broke down about 5 miles from the swim meet. I called my husband and he arranged for a vehicle to pick us up. However, a fellow teammate saw us on the side of the highway and picked us up.

My husband drove to Princeton and inspected the vehicle. He noticed that the transmission was not engaging. He called a few transmission repair shops and hired Lee Myles to make the necessary repairs. I have been advised that Lee Myles found a defective torque converter. We were charged \$2,252.74 for the repair. We received the van back today. Enclosed is a copy of the bill.

I now turn to you and ask that I be issued compensation for the above repair. Lee Myles has advised that there was no reason, other than the defective part, for the vehicle failing to operate, especially given the low mileage. I am positive that given my long history of purchasing Ford products and the facts above, that a check for the repair will be forthcoming. I thank you for your courtesy.

Sincerely,

Marianne Harmatz

Marianne Harmatz

LEE MYLES TRANSMISSIONS
 859 ROUTE 130
 HIGHTSTOWN, NJ 08520
 (609) 448-0300

NAME: [REDACTED]
 ADDRESS: [REDACTED]
 CITY: COLTS NECK NJ
 HOME PHONE: [REDACTED]
 CUSTOMER'S ORDER NUMBER: [REDACTED]
 MOTOR NUMBER: [REDACTED]
 DATE OF ORDER: 7/3/08
 LICENSE NUMBER: [REDACTED]
 ODOMETER: 843434

YEAR, MAKE AND MODEL: 2004 MERCURY MONTEGO
 SERIAL NUMBER: 2PKDA20246

QTY.	PART NO. AND D	AMOUNT	DESCRIPTION OF WORK	AMOUNT
1	4F50N TRANSMISSION		<input type="checkbox"/> LUBE <input type="checkbox"/> CHG.OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE UP <input type="checkbox"/> TRANS. <input type="checkbox"/> DIFF.	
	REBUILDING KIT	348 71	REMOVE TRANSMISSION / CLEAN AND REBUILD / REINSTALL 4F50N TRANSMISSION WITH EXCHANGE REBUILD TORQUE CONVERTER	
1	EXCHANGE REBUILD TORQUE CONVERTER	385 00	ROAD TEST & ADJUST	
1	4F50N ATF FILTER	28 75	17 HRS @ 75% / HR	125 00
			FLUSH TRANSMISSION COOLING SYSTEM WITH SOLVENT	N/C
TOTAL PARTS 762 46			14 LITERS/QTS. OF OIL @ \$4.85	67 90
TOTAL ACCESSORIES			kg/LBS. OF GREASE @	
NOTE: CONVERTER Splines Strip Defect			TOWING SERVICE	67 90
TOTAL ACCESSORIES			I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.	2105 36
			SIGNATURE	TAX 147 85
				TOTAL 2252 74

THANK YOU

Colts Neck, New Jersey
 Telephone: [REDACTED]
 Fax: [REDACTED]

17 July 2008

(Via Fax Only)

Mr. William Clay Ford, Chairman
 Ford Motor Company
 1 American Road
 Dearborn, Michigan 48126-2798

**COPY FOR YOUR
 INFORMATION**

Re: Defective Transmission

Dear Mr. Ford:

This letter shall serve to memorialize the conversation which I had with Ms. [REDACTED] of your Executive Office on this date in regard to my wife's letter which was faxed to you on 08 July 2008.

Ms. [REDACTED] advised that Ford acknowledged that the only reason my wife's auto's transmission failed was as a result of a defective transmission. Same is supported by the documentation provided to Ford under cover of my wife's letter to you. Ms. [REDACTED] also advised that Ford recognized the "very knowledgeable" and independent finding of the Lee Myles mechanic, as they related to the defective transmission.

Ms. [REDACTED] advised that even inasmuch as the transmission was defective, Ford would not issue remuneration to my wife for said repair. I advised Ms. [REDACTED] that I had the replaced part(s), yet Ms. Santiago declined allowing Ford to inspect same.

I advised Ms. [REDACTED] that as a result of Ford's unreasonable position, Ford will leave my wife with no other alternative than to institute litigation against Ford as a result of the defective transmission. Ms. [REDACTED] welcomed said litigation on behalf of Ford. I explained to Ms. [REDACTED] that litigation would only increase costs and inconvenience to all parties and that my wife was attempting to resolve her claim without the necessity of filing a formal complaint against Ford in the tribunal. Again, Ms. [REDACTED] stated that Ford was not interested in a amicable resolve of the matter.

Page #2
17 July 2008
Ford/Defective Transmission

I have discussed Ford's position with my wife. My wife has instructed me as follows:

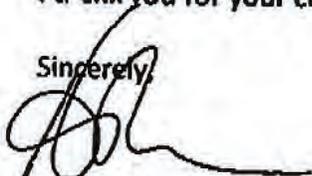
1. *To file litigation against Ford on or about 28 July 2008, if a settlement check for the cost of the repair is not received by that juncture.*
2. *That she will never purchase a Ford product again.*

It is a true shame that Ford will be losing a approximately 30 year loyal customer and, moreover, that any form of settlement will obviously increase for Ford as a result of litigation costs. For Ms. [REDACTED] to advise that there would be no settlement absent litigation truly violates the trust which my family has placed in Ford products.

I must ask you to kindly forward this letter to your legal department for their consideration, along with my wife's previous letter to Ford. Failing a response from your legal department within the time provided above, we shall advance accordingly.

I thank you for your consideration.

Sincerely,



Hugo Harmatz



November 16, 2005

*Sent Via Facsimile

Law Offices of Hagan & Hagan, P.A.
Attorneys And Counselors At Law
3531 Griffin Road
Fort Lauderdale, FL 33312

Re: [REDACTED]
2004 Ford Freestar
VIN#-2FMZA50664B [REDACTED]

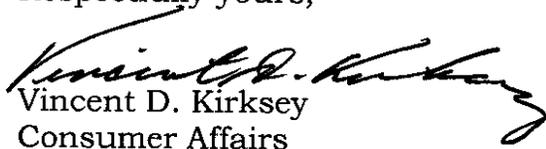
Dear Mr. Hagan:

This letter is pursuant to your letter dated November 05, 2005 on the above mentioned client.

Ford Motor Company has reviewed your client's claim. Unfortunately, we will be unable to provide assistance in the matter, and propose no further action.

We regret that our decision could not be more favorable.

Respectfully yours,


Vincent D. Kirksey
Consumer Affairs

Kirksey, Vince (V.)

To: Batista, Gustavo (G.P.)
Cc: Kirksey, Vince (V.)
Subject: FW: [REDACTED]-Case#-1607670315

Gus,

I was wondering if you could provide me some additional information regarding the above vehicle. The customer has contact and attorney who is seeking assistance under the Florida Lemon Law for deceptive sales practices.

Customer: [REDACTED]

MORSIII Case Number: 1607670315

Dealer: Pompano Lincoln/Mercury

Dealer P&A: 11646 Market A1

Vehicle: 2004 Ford Freestar

VIN#-2FMZA50664B [REDACTED]

Concern: Defective Transmission & Deceptive Trade

Practices

Vincent Depaul Kirksey

FCSD-Consumer Affairs
Litigation Prevention Analyst-New York Region
3NE-B308 Regent Court Building
Phone: (313) 84-56254
Fax: (313) 84-55555
Profs: VKIRKSE1

Motor Vehicle Defect Notification

(Please print clearly in black ink, or type)

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

- The vehicle has been out of service at least 15 days to repair one or more substantial defects.
- 3 or more repair attempts have been made to repair the **same** substantial defect or condition. This is notification of the final opportunity to correct the continuing substantial defect(s) or condition(s).

Description of continuing defect(s) or condition(s) _____

transmission / engine problems

unfair and deceptive acts

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

Vehicle Make Ford Model Freestar Year 2004

VIN 21F1M1Z1A15101614181 [REDACTED] Date of Delivery 5/21/04

Name and City/State of selling dealer or leasing company (if applicable) _____

Ford of Pompano 1000 N. Federal Hwy Pompano Beach, FL 33062

Name and City/State of authorized service agent(s) attempting previous repairs _____

Mercury Ford of Delray Delray Beach, FL

Mercury Ford of Margate Margate, FL

Consumer [REDACTED] Home phone [REDACTED]

Address [REDACTED] Work phone [REDACTED]

[REDACTED] Signature [REDACTED]

Ft. Lauderdale, FL Date Mailed _____

White—manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow—consumer's copy, keep for your records.
Pink—Attorney General's copy, send by regular mail.

(1/98)

5 NOV -9 P2:31

CONSUMER AFFAIRS
SECTION

All Action Details for Issue

Print

VIN: 2FMZA50664B [REDACTED] Year: 2004 Model: FREESTAR Case: 1607670315
 Name: MR [REDACTED] Owner Status: Original WSD: 2004-05-24
 Symptom Desc: AUTO TRANS GENERAL INDICATOR Primary Phone: [REDACTED]
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND
 Dealer: 11646 POMPANO LINCOLN MERCURY, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD
 Odometer: 1 MI Comm Type: MAIL
 Analyst Name: LEICH, CHERIE Analyst: CLEICH
 Action Date: 11/11/2005 Action Time: 07.36.55.954 Action Data: Yes

Comments *****ATTORNEY DEMAND*****DATE STAMPED 11-9-05. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR TRANSMISSION AND ENGINE CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	LAW OFFICES HAGEN & HAGEN
ATTORNEY NAME	??
ATTORNEY PHONE NUMBER	1111111111
ANALYST ID	VKIRKSE1

Action: MAKE OUTBOUND CALL TO ATTORNEY
 Dealer: 11646 POMPANO LINCOLN MERCURY, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 24 MI Comm Type: PHONE
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1
 Action Date: 11/11/2005 Action Time: 13.57.33.559 Action Data: No

Comments ***LPA COMMENTS***LPA ACKNOWLEDGES RECEIPT OF THE ATTORNEY DEMAND LETTER SENT ON BEHALF OF HIS CLIENT.

Action: INFORMATIONAL CALL/FAX
 Dealer: 11646 POMPANO LINCOLN MERCURY, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 24 MI Comm Type: EMAIL
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1
 Action Date: 11/16/2005 Action Time: 13.56.49.814 Action Data: No

Comments ***LPA COMMENTS***LPA HAS SENT AN E-MAIL TO THE CSM REQUESTING ADDITIONAL INFORMATION REGARDING THE CUSTOMER'S CONCERN.

Action: CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW
 Dealer: 11646 POMPANO LINCOLN MERCURY, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION

Odometer: 24 MI
Analyst Name: KIRKSEY, VINCE (V.)
Action Date: 11/16/2005

Comm Type: FAX
Analyst: VKIRKSE1
Action Time: 13.57.38.261

PREVENTION
Action Data: No

Comments ***LPA COMMENTS***LPA HAS REVIEWED THE ABOVE CASE. UNFORTUNATELY, WE WILL BE UNABLE TO PROVIDE ASSISTANCE IN THE MATTER, AND PROPOSE NO FURTHER ACTION.

Ford Confidential

EA09-016

FORD

1-17-2011

Appendix D - Lawsuits and
Claims Files





**Service of Process
Transmittal**

11/17/2009

CT Log Number 515737459



TO: Chris Dzbanski
Ford Motor Company
WHQ 433-E3, One American Road
Dearborn, MI 48126

RE: Process Served in Minnesota

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: Edward Daigle, et al. on Behalf of themselves and all others similarly situated, Pltfs. vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Letter, Summons, Complaint and Jury Trial Demand

COURT/AGENCY: United States District Court, MN
Case # 093214MJDRLE

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Class Action - Ford Freestar Minivan and Mercury Monterey Minivan Vehicles (model years 2004 through 2006)

ON WHOM PROCESS WAS SERVED: C T Corporation System Inc., Minneapolis, MN

DATE AND HOUR OF SERVICE: By Process Server on 11/17/2009 at 16:00

APPEARANCE OR ANSWER DUE: Within 20 days after service exclusive of the day of service

ATTORNEY(S) / SENDER(S): Robert K. Shelquist
Kockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55401-2197
612-339-6900

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Priority Overnight , 792167388683
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: C T Corporation System Inc.
PER: Deborah Van Ness
ADDRESS: 100 South Fifth Street
Suite 1075
Minneapolis, MN 55402
TELEPHONE: 612-333-4315

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EDWARD DAIGLE, JAMES
GENOVESE, HENRI CARON,
SYLVESTER HOBBS and REX
LINDSAY, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No. 09-3214 MSD/RLC

SUMMONS

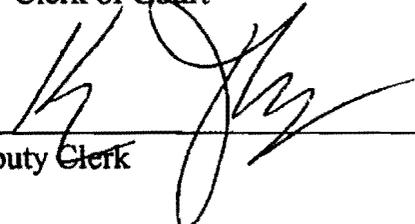
TO: THE ABOVE-NAMED DEFENDANTS.

You are hereby summoned and required to serve upon Plaintiff's attorney an answer to the Complaint which is herewith served upon you within 20 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. You must also file your Answer with the Clerk of this Court within a reasonable period of time after service.

Dated: November 17, 2009

By: Clerk of Court

RICHARD D. SLETTEN



Deputy Clerk

LOCKRIDGE
GRINDAL
NAUEN

P. L. L. P.

Attorneys at Law

www.locklaw.com

MINNEAPOLIS
Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401-2179
T 612.339.6900
F 612.339.0981

WASHINGTON, D.C.
Suite 210
415 Second Street, N.E.
Washington, DC 20002-4900
T 202.544.9840
F 202.544.9850

Robert K. Shelquist
Phone: 612-339-6900
rkshelquist@locklaw.com
REPLY TO MINNEAPOLIS

November 17, 2009

CT Corporation System, Inc.
100 S. Fifth Street, #1075
Minneapolis, MN 55402

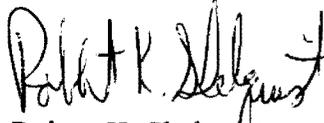
Re: [REDACTED] v. *Ford Motor Company*

Dear Sir/Madam:

Enclosed and served upon you, as Registered Agent for **Ford Motor Company**, is a Summons and Complaint in the above-referenced matter.

Very truly yours,

LOCKRIDGE GRINDAL NAUEN P.L.L.P.


Robert K. Shelquist

RKS/brg
Enclosure

413314.1

EA09-016 000004LC

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EDWARD DAIGLE, JAMES
GENOVESE, HENRI CARON,
SYLVESTER HOBBS and REX
LINDSAY, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No. 09-3214 MSD/RLC

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

RECEIVED
NOV 17 2009
CLERK
U.S. DISTRICT COURT
MINNEAPOLIS, MINNESOTA

Plaintiffs Rex Lindsay, James Genovese, Henri Caron, Sylvester Hobbs and Edward Daigle, ("Plaintiffs"), on their own behalf and on behalf of all others similarly situated, by their attorneys, for their class action complaint against defendant Ford Motor Company ("Ford" or "Defendant"), allege as follows, upon knowledge as to themselves and upon information and belief based upon review and analysis of, among other things, owner's manuals, maintenance booklets and information readily available on the Internet, and other facts as set forth herein.

NATURE OF THE ACTION AND BACKGROUND

1. This action alleges breach of UCC §§ 2-313 and 2-314; breach of the duty of good faith and fair dealing; unjust enrichment, strict liability and negligence, all in connection with, *inter alia*, Defendant's design, manufacturing, marketing, sale and distribution of defectively designed and/or manufactured Ford Freestar (model years

2004 through 2006) and Mercury Monterey (model years 2004 through 2006) vehicles despite its knowledge of the problems and malfunctions of the vehicles' torque converter.

2. The action is brought by Plaintiffs individually and on behalf of all those persons who currently own or lease, or who have owned or leased, any Ford Freestar minivan or Mercury Monterey minivan vehicles (model years 2004 through 2006) with the distinct alleged design and/or manufacturing defect of the vehicles' torque converter and/or the splines on the torque converter output shaft that cause the vehicles' transmission to become disengaged from the engine, resulting in the vehicles' abrupt and unexpected loss of propulsion, a serious and dangerous operational problem (collectively, the "Class Vehicles").

3. Ford knew that these defects were present in every Class Vehicle, along with the attendant dangerous safety problems, from many sources, including, but not limited to its technicians, dealers, consumers and, most recently, the National Highway Transportation Safety Administration ("NHTSA"), but it knowingly and/or recklessly misrepresented to Plaintiffs and the Class the safety of the Class Vehicles; misrepresented that the Class Vehicles were free from defects; and took no action to adequately warn customers or remedy the defects. Instead, Defendant concealed and failed to warn that the sudden loss of vehicle propulsion and resultant operational and safety problems were caused by the design and/or manufacturing defects.

4. While the damages, including the diminution of value of the vehicles, are caused by the Class Vehicles' defectively designed and/or manufactured torque

converter, and numerous Class Vehicle owners and/or lessees have requested that Ford remedy and/or address the defects and the resultant damage at no expense, Defendant, by and through its agents, has failed and/or refused to do so.

5. Despite its awareness and actual knowledge of the defects and their attendant problems evidenced by, among other things, the great number of customer complaints, investigation by a governmental agency and Ford reports, Ford continues to fail to warn, or even mention, anything about the torque converter defect through its agents, in owner's manuals or any communications with customers.

6. Due to these defects, the Class Vehicles pose significant safety risks to persons and pose risks of damage to property other than the Class Vehicles. In addition, Plaintiffs and the Class suffered damage to and destruction of their Class Vehicle and the resultant loss of use, inconvenience and disruption of life.

7. Aside from the risks to persons and property posed by the alleged defect, the damage caused by this defect is substantial, including thousands of dollars to rebuild the vehicle's transmission and the cost of alternative transportation while this time-consuming repair is undertaken. Simply replacing the torque converter is insufficient -- the transmission must be disassembled if a hardened steel part, such as a broken spline, enters the transmission fluid after the fluid has already passed the transmission fluid filter, thereby potentially scratching, ripping or jamming other components made of softer materials.

8. Had Plaintiffs and members of the Class known about these design and/or manufacturing defects at the time of the sale or lease of the Class Vehicles, they would

not have purchased or leased the Class Vehicles or they would have had the Class Vehicles repaired.

9. As a result of their reliance on Defendants' omissions and/or misrepresentations, Plaintiffs and members of the Class have suffered significant ascertainable harm, including, but not limited to, harm in the form of diminution of resale value of their vehicles and loss of use.

JURISDICTION AND VENUE

10. The claims asserted herein arise under and pursuant to alleged violations of the fifty states' versions of the Uniform Commercial Code; breach of duty of good faith and fair dealing; unjust enrichment; strict liability for unreasonably dangerous vehicles; and negligence. The action is brought by Plaintiffs individually and on behalf of all those persons who currently own or lease, or who has owned or leased, a Ford Freestar and/or Mercury Monterey between 2004 and today (model years 2004 through 2006) with the alleged design and/or manufacturing defect that causes the vehicles to suddenly lose power.

11. This Court has jurisdiction over the subject matter of this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332, diversity jurisdiction pursuant to 28 U.S.C. §1332(d)(2) and supplemental jurisdiction pursuant to 28 U.S.C. § 1367. Plaintiffs and many other Class members are citizens of states different than that of one or more Defendants, and the matter in controversy exceeds the sum of \$5,000,000, exclusive of interests and costs.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because one of the Plaintiffs resides in this District, Defendant transacts business in this District, and Defendant is subject to personal jurisdiction in this District, and therefore is deemed to reside in this District within this State. Many of the acts and transactions alleged herein, including the sale and/or leasing of Ford and Mercury vehicles, the dissemination of materially false and misleading materials including, *inter alia*, owner's manual, maintenance books, other marketing materials, and contract negotiation, occurred in this District. Additionally, Defendant distributes and injects vehicles within the stream of commerce from and into this district. Defendant, directly and through its agents, regularly transacts business and otherwise derives substantial revenue in this State and in the United States.

13. This Court is appropriate for the litigation of the claims of all members of the Class because Defendant conducts substantial and continuous business in this State. Defendant conducts business activities relevant to this action and no other state's governmental policies or interests with the litigation outweigh those of this State.

PARTIES

14. Plaintiff Edward Daigle ("Daigle") is a resident of Bemidji, Minnesota and owns a 2004 Ford Freestar. Mr. Daigle purchased his Freestar used in May 2008.

15. In or about April 2009, while driving in the rain on a four lane highway outside of Bemidji, the engine in Mr. Daigle's vehicle suddenly revved and then, without warning, lost all propulsion. Mr. Daigle coasted to the side of the road and attempted to

shift gears, but his vehicle did not respond. Mr. Daigle walked in the rain to a local service station and had his car towed there.

16. The vehicle towed was diagnosed as having a major transmission problem, so Mr. Daigle had it moved to the local Ford dealership. There, the problem was diagnosed as a problem with his torque converter. Mr. Daigle expended approximately \$3000.00 at the Ford dealership to replace his transmission and for towing.

17. As a result of his vehicle's design and/or manufacturing defects, Plaintiff Daigle sustained damages including, but not limited to, cost of repair, finding alternative means of transportation due to loss of use of the vehicle and significant diminution in the value of his vehicle.

18. Plaintiff James Genovese ("Genovese") is a resident of Maryland and owns a 2004 Ford Freestar.

19. Mr. Genovese purchased his Ford Freestar minivan new in January 2005. Mr. Genovese maintained the vehicle meticulously, including checking all fluid levels and changing the oil at roughly 3,000 mile intervals.

20. In or about November 2007, Mr. Genovese's wife was returning home with five of their six children in the vehicle when, as Mrs. Genovese was turning through an intersection, the vehicle suddenly and without warning failed while the vehicle was in motion crossing through an intersection. The failure of the torque converter caused the vehicle suddenly to lose all forward motion. The vehicle thereafter could not effectively be maneuvered and was stuck in the intersection. At that time of the day, between 5:00 and 6:00 PM, this intersection is very busy one, and there was traffic coming from all

directions. Mrs. Genovese, along with a good Samaritan, pushed the vehicle to the curb where it sat until being towed to the local AAMCO shop.

21. The next day, Mr. Genovese called Koons Ford of Annapolis and asked the service representative if they had heard of this type of problem before. The service manager falsely and deceptively replied “no” and indicated, again falsely, that this was the first time he had heard of this type of failure occurring. When Mr. Genovese told him the mileage on the van, the service representative stated that it would not be covered under the warranty.

22. Mr. Genovese then went onto the Internet to see if this was indeed, an isolated incident as was indicated by Koons Ford. Mr. Genovese quickly discovered that it was not based upon the many complaints on the Internet of exactly this type of problem.

23. Mr. Genovese called Koons Ford the next day and spoke to Andy Monk, the service manger. Mr. Genovese requested to have his vehicle towed to the dealership where he requested that it should be fixed or, at a minimum, he should be provided with “goodwill” or an “out of warranty adjustment” to help defray the cost of the repairs. Mr. Monk asked Mr. Genovese to bring in his service records for the Freestar and stated that he would contact a Ford representative to determine what Ford could do for Mr. Genovese. Mr. Monk indicated to Mr. Genovese that Ford would likely pay up to \$1,500.00 if Mr. Genovese’s records indicated that the vehicle was well maintained.

24. However, Monk, the service representative, told Mr. Genovese that it had been determined that since he did not have the “required” 30,000 mile transmission fluid change, Ford would not provide any assistance whatsoever.

25. This rejection of Mr. Genovese’s request was patently false. On information and belief, a transmission fluid change at 30,000 miles would not have prevented this problem from occurring. Indeed, the mechanic who ultimately repaired Mr. Genovese’s vehicle indicated to Mr. Genovese that, apart from the metal filings from the stripping of the splines, the transmission fluid drained from the vehicle was of ample quantity, clean, and otherwise serviceable.

26. After again unsuccessfully speaking to Koons Ford, Mr. Genovese contacted Ford’s Customer Satisfaction Center in Dearborn, Michigan. The Ford representative then falsely told Mr. Genovese that they had never heard of this problem.

27. Mr. Genovese then proceeded to have the vehicle repaired at AAMCO at a cost of almost \$4000, including replacement of the torque converter, rebuilding the transmission and rental of a replacement vehicle. In fact, Mr. Genovese had to take out a loan to pay for these repairs.

28. As a result of the defective torque converter and Defendants’ omissions and/or misrepresentations related to the design and/or manufacturing defects, Plaintiff Genovese sustained damages including, but not limited to, almost \$4,000 to pay for the vehicle repairs, the cost of alternative transportation (another vehicle) for the two weeks during which he communicated with Ford and the repairs at AAMCO were completed and significant diminution in the value of his vehicle.

29. Plaintiff Henri Caron ("Caron") is a resident of St. Marys, Georgia and owns a 2005 Ford Freestar.

30. In mid-July, 2009, while driving down route 9-A in Jacksonville, Florida with his wife, children and brother in the vehicle, Mr. Caron's Ford Freestar suddenly lost propulsion while the engine was running and would not respond despite Mr. Caron efforts to try different gears.

31. Mr. Caron coasted to the side of the road, called for roadside assistance and had the vehicle towed to his home.

32. The vehicle was then towed to an independent vehicle repair shop where it was determined that the splines inside the vehicle's torque converter were stripped. Mr. Caron then reached an agreement with the shop to pay for the repairs in installments. Mr. Caron is still paying out-of-pocket for these repairs.

33. As a result of Defendants' omissions and/or misrepresentations related to the design and/or manufacturing defects, Plaintiff Caron sustained damages including, but not limited to, cost of repair, finding alternative means of transportation due to loss of use of the vehicle and significant diminution in the value of his vehicle.

34. Plaintiff Sylvester Hobbs ("Hobbs"), a disabled Army veteran, is a resident of Waco, Texas and owns a 2004 Ford Freestar. Mr. Hobbs purchased his Freestar used in the fall of 2008.

35. In or about October 2009, while driving on outside Hempstead, Texas, almost two hours from his home, Mr. Hobbs's vehicle suddenly and without warning lost propulsion while the engine was running. Mr. Hobbs, as did the other Plaintiffs when

their vehicles failed, coasted to the side of the road. He noted that the motor was running well but there was a whining coming from the vehicle.

36. Mr. Hobbs, paid to have his vehicle towed to a transmission repair shop in Hempstead, Texas, whose service employee told Mr. Hobbs that the vehicle's torque converter was not engaging the transmission. Upon being told that the cost of the repair would be over \$2000.00, Mr. Hobbs paid to have his vehicle towed to a friend's house, where it remains unrepaired because Mr. Hobbs cannot afford to have the vehicle repaired. Thus, Mr. Hobbs has lost use of his Ford Freestar since the failure of its torque converter.

37. As a result of his vehicle's design and/or manufacturing defects, Plaintiff Hobbs sustained damages including, but not limited to, future cost of repair, finding alternative means of transportation due to loss of use of the vehicle and significant diminution in the value of his vehicle.

38. Plaintiff Rex Lindsay ("Lindsay") is a resident of Indianapolis, Indiana and owns a 2004 Ford Freestar. Mr. Lindsay relied on the Ford name and his ownership of Fords in the past in purchasing his Freestar used in 2006.

39. In late October 2009, while pulling out of his church's parking lot with his wife and daughter in the car, Mr. Lindsay's vehicle suddenly and without warning lost propulsion. Unable to cross the intersection in front of the church, Mr. Lindsay's vehicle rolled back into the church parking lot.

40. Mr. Lindsay left his vehicle in the church parking lot and then had it towed to his home. From there, Mr. Lindsay had the car towed to a transmission specialist, who

diagnosed the problem as a “sheared” torque converter. Mr. Lindsay currently does not have use of his vehicle.

41. As a result of his vehicle’s design and/or manufacturing defects, Plaintiff Lindsay has or will sustain damages including, but not limited to, cost of repair, finding alternative means of transportation due to loss of use of the vehicle and significant diminution in the value of his vehicle.

42. Defendant Ford Motor Company (“Ford”) is a Delaware corporation with headquarters at One American Road, Dearborn, Michigan. Ford has offices and/or agents throughout this State, as well as every state in the nation. Ford designs, engineers, manufactures, tests, markets, sells and distributes motor vehicles, including the Class Vehicles, in the United States. Ford markets its products, including Mercury branded vehicles, in a continuous manner in the United States, including in this State. Service of process on this defendant is proper by serving it at One American Road, Dearborn, Michigan.

43. Mercury is an automobile marque of Ford founded in 1939 by Edsel Ford, son of Henry Ford, to market entry-level-luxury cars slotted between Ford-branded regular models and Lincoln-branded luxury vehicles. Today, all Mercury models are based on Ford platforms. The Mercury Monterey and the Ford Freestar were built in the same Oakville, Ontario plant. The Mercury brand is used in the United States, Mexico, Puerto Rico, U.S. Virgin Islands, and the Middle East.

PLAINTIFFS' CLASS ACTION ALLEGATIONS

44. Plaintiffs bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(3) on behalf of themselves and all members of the proposed class defined as follows: all those persons who currently own or lease, or who have owned or leased, any Ford Freestar or Mercury Monterey for model years 2004 through and including 2006 (the "Class Vehicles"). Excluded from the Class are claims for personal injury by members of the Class. Also excluded from the Class is Defendant, its parents, subsidiaries, affiliates, agents and representatives, including its registered dealers and its officers and directors at all relevant times, members of its immediate families and its legal representatives, heirs, successors or assigns and any entity in which Defendant has or had a controlling interest.

45. The members of the proposed Class are so numerous that joinder of all members is impracticable. The exact number of Class members is unknown to Plaintiffs at this time but may be determined from the records maintained by Ford and/or its dealers and from state motor vehicle departments. On information and belief, during the Class Period Ford sold approximately 228,332 Freestars and 32,195 Mercury Montereys.

46. Plaintiffs' claims are typical of the claims of the Class, as all Class members were and are similarly affected by Ford's wrongful conduct in violations of the UCC and common laws that are complained of herein. Plaintiffs and each of the Class members lease or leased and/or own or owned Class Vehicles, which are subject to sudden loss of propulsion and the resultant problems as a result of the design and/or manufacturing defects in the torque converter. Plaintiffs and the other Class members

have sustained substantial damages, resulting from the design and/or manufacturing defects, including, but not limited to, cost of repair, finding alternative means of transportation due to loss of use of the vehicle and significant diminution in the value of their vehicles.

47. Plaintiffs will fairly and adequately represent and protect the interests of the other Class members and have retained counsel competent and experienced in class action and consumer fraud litigation. Plaintiffs and their counsel are aware of no conflicts of interest between Plaintiffs and the other members of the Class.

48. Common questions of fact and law exist as to all Class members and predominate over any questions solely affecting individual Class members. Among the questions of law and fact common to the Class are:

(a) whether the Class Vehicles were designed and/or manufactured with defective torque converters;

(b) whether the Class Vehicles are predisposed to sudden loss of propulsion as a result of the design and/or manufacturing defects;

(c) whether the Class Vehicles sustained damage directly or indirectly from the alleged defect;

(d) whether the alleged defect caused significant safety risks;

(e) whether Defendant knowingly failed to disclose and warn of the design defect with the intent that others rely upon such concealment, suppression or omission;

(f) whether Defendant used or employed unconscionable commercial practices in connection with the sale or lease of Class Vehicles;

(g) whether Plaintiffs and members of the Class are entitled to entry of final injunctive relief compelling Defendant to recall, inspect and, as necessary, effectively repair and/or replace the design and/or manufacturing defects and remedy the resultant problems from sudden loss of propulsion in the Class Vehicles;

(h) whether Plaintiffs and members of the Class are entitled to damages representing the ascertainable loss of money and/or property and/or value that have been and/or will be suffered by Plaintiffs and members of the Class as a result of the design and/or manufacturing defects;

(i) whether Defendant breached its implied warranties under UCC § 2-314;

(j) whether Defendant breached its express warranties under UCC § 2-313;

(k) whether Defendant intentionally or negligently misrepresented material facts concerning the defects in the Class Vehicles;

(l) whether Defendant engaged in unlawful, deceptive, and/or misleading conduct, as alleged;

(m) whether Defendant was unjustly enriched by their misrepresentations and breaches of warranty;

(n) whether Class members are entitled to monetary damages and injunctive relief;

(o) whether the applicable consumer protection laws and the common laws were violated by Ford's conduct as alleged herein;

(p) whether Defendant had a duty to disclose to their consumers material facts concerning the serious problems that would inevitably result from its inherently defective torque converter;

(q) to what extent the Class has sustained damages; and

(r) to what extent Defendant should be held to account for its wrongful conduct.

49. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Given the common design and/or manufacturing defects present in all Class Vehicles, and the uniform misrepresentations and omissions to the Class, Plaintiffs are not aware of any difficulties in managing the action as a class action.

50. The prosecution of separate actions can create a risk of inconsistent or varying adjudications with respect to individual members of the Class which could establish incompatible standards of conduct for Defendant. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to individually redress the wrongs done to them.

51. With the exception of Louisiana, each of the fifty states and the District of Columbia has adopted UCC §§ 2-313 and 2-314. Because of the uniformity of state

codifications of UCC §§ 2-313 and 2-314, respectively, no conflicts of law or related management difficulties are or can be raised by these UCC breach of warranty claims.

52. The records maintained by Ford, its dealers and by state motor vehicle departments make it feasible for Ford to perform the task of providing class notice. Notice to the Class may be accomplished cheaply, efficiently and in a manner best designed to protect the due process rights of all class members by means of written and/or published notices.

FACTUAL ALLEGATIONS

53. Ford is the manufacturer of the Class Vehicles, the Ford Freestar and Mercury Monterey. At all times relevant to this Complaint, the Ford Freestar and Mercury Monterey minivans were marketed and sold to the public nationwide.

54. The Mercury Monterey is essentially a Ford Freestar with a higher level of equipment and some Mercury styling cues; both vehicles are built on the Ford V2 platform. The Monterey offers luxury touches such as a dual climate control system, wood-and-leather steering wheel with built-in cruise and audio controls, and power adjustable pedals. Both vehicles were built in the same Oakville, Ontario plant.

55. The design and/or manufacture of the torque converter for both of these vehicles were fundamentally the same – and fundamentally flawed, predisposing the vehicles to sudden loss of propulsion.

56. Some 65% of Freestar sales were fleet sales, which include sales to daily rental car companies, commercial fleet customers, leasing companies and governments.

57. Ford announced on January 3, 2007 that it would discontinue production of the Freestar and Monterey minivans. After a three-year run, Ford Freestar sales totaled approximately 228,332 and Mercury Monterey sales totaled approximately 32,195.

Vehicle Transmission and the Torque Converter

58. All vehicles with an automatic transmission utilize a torque converter, which acts as the bridge between the engine and the automatic transmission. It is a modified form of “fluid coupling” that is used to transfer rotating power from a prime mover, such as an internal combustion engine or electric motor, to a rotating driven load such as the transmission of a motor vehicle. Like a basic fluid coupling, the torque converter normally takes the place of a mechanical clutch, allowing the driven load to be separated from the power source (such as an engine). As a more advanced form of fluid coupling, however, a torque converter is able to multiply torque when there is a substantial difference between input and output rotational speed, thus providing the equivalent of a reduction gear.

59. The torque converter connects to the transmission through a shaft whose ends are “grooved” so that they fit together. These grooves consist of a series of uniformly spaced ridges on the shaft, parallel to its axis and fitting inside corresponding grooves in the hub of a gear to transmit torque. These grooves are called “splines.” The spline inside the torque converter is the “female” and the spline attached directly to the transmission is the “male.”

60. Thus, the torque converter allows the engine to spin somewhat independently of the transmission. If the engine is turning slowly, such as when the car is idling at a stoplight, the amount of torque passed through the torque converter is very small, so keeping the car still requires only light pressure on the brake pedal. If one were to step on the gas pedal while the car was stopped, one would have to press harder on the brake to prevent the vehicle from moving. This is because when you step on the gas, the engine speeds up and increases the torque converter pressure, causing more torque to be transmitted to the wheels.

61. In the event that the transmission becomes completely disengaged from the engine through, for example, the failure of the torque converter or any part of the torque converter, the fluid coupling between the engine and the transmission, i.e., the pressure needed to power the transmission, will fail and the vehicle will immediately lose all propulsion.

Description of the Torque Converter Defect

62. On various consumer websites, there have long been complaints about the problem of Ford Freestars or Mercury Montereys suddenly losing propulsion while driving on interstate highways or while driving through busy intersections, thereby putting the vehicles and their occupants at grave risk.

63. The repair personnel reported that the cause of the problem generally was the failure of the torque converter and specifically that the splines connecting the engine

to the transmission became stripped, thereby causing the connection between the engine and the transmission to be lost.

64. Finally, on or about July 15, 2009, NHTSA opened an investigation into these problems. The NHTSA informed Ford that it had received 178 complaints “alleging that an internal failure of the transmission created a sudden and unexpected loss of motive power” in the Class vehicles:

ODI has received 178 complaints alleging that an internal failure of the transmission created a sudden and unexpected loss of motive power in model year 2004 through 2005 Ford Freestar and Mercury Monterey vehicles. Sixty-five (65) complainants who provided specific information to ODI regarding the failure mode of the transmission identified the torque converter and/or the torque converter output shaft as the failed subsystem/component. For the latter, *the allegations indicate that the shaft splines failed suddenly and without warning, resulting in sudden loss of vehicle propulsion due to the engine power becoming disconnected from the drivetrain.* A preliminary evaluation has been opened to assess the scope, frequency, and potential safety-related consequences of the alleged defect.

(Emphasis supplied).

65. Unfortunately for Plaintiffs and Class, they have or will have learned that their vehicles’ torque converters are defective and the vehicles themselves are dangerous and highly prone to a series of problems associated with Ford’s defective torque converter only after several thousand miles of driving their Class Vehicles. Even if such damages are covered under warranty, many members of the Class would not discover this design and/or manufacturing defect until after the expiration of the limited new vehicle warranty.

66. As set forth above, the damage caused by this defect is substantial, including thousands of dollars to rebuild the vehicle's transmission and the cost of alternative transportation while this time-consuming repair is undertaken.

Defendant's Knowledge of the Torque Converter Defects

67. Defendant was well aware of the torque converter design flaws which predisposed the Class Vehicles to sudden loss of propulsion and the related ensuing problems from many sources, including, but not limited to Ford and Mercury technicians, dealers, and consumers. Defendant took no action to adequately remedy the defect or to warn customers that a sudden loss of propulsion was caused by the torque converter's defective design. Indeed, as set forth above, NHTSA has specifically informed Ford that on July 15, 2009 it opened an investigation into the at least 178 complaints "alleging that an internal failure of the transmission created a sudden and unexpected loss of motive power" in the Class vehicles.

68. To the detriment of its consumers, Ford intentionally failed to and continues to conceal, fail to warn, or even mention, anything about the defective torque converter and the resulting damages.

Ford's Breach of Warranties Has Caused Economic Losses, Including, But Not Limited to, Diminution in Value of Plaintiffs' and Class Members' Class Vehicles

69. Ford's breach of its warranties to Plaintiffs and the Class members has resulted in compensable economic losses, including, but not limited to, a diminution in value of their Class vehicles.

70. Among the factors contributing to the depreciation in the market resale value of the Class Vehicles since the Vehicles were acquired by Plaintiffs and Class members is the NHTSA investigation set forth above.

71. The NHTSA investigation set forth above was directly precipitated by the Class Vehicles' hazardous design. As a result of this investigation and the actual risks posed by the operation of the defective Class Vehicles, Plaintiff and Class members have sustained economic losses, including, but not limited to, a significant diminution in the value of their Class Vehicles.

FIRST CLAIM

Breach of Express Warranty Under Uniform Commercial Code § 2-313

72. Plaintiffs repeat and reiterate the allegations set forth above as though fully set forth herein.

73. Plaintiffs assert this cause of action on behalf of all Class members nationwide, with the exclusion of those residing in Louisiana, against Ford for breach of express warranty under UCC § 2-313, as codified by each of the states.

74. Plaintiffs and the Class members leased and/or purchased a Class Vehicle from Defendants. Ford is a merchant with respect to passenger motor vehicles.

75. In connection with the lease or sale of the Class Vehicles, Ford, through its authorized dealers, agents and marketing materials, expressly warranted to the general public, owners and lessees of Class Vehicles that the vehicles were merchantable and fit for the ordinary purposes for which passenger vehicles are used -- that they were safe and reliable.

76. In violation of UCC § 2-313, Ford breached its express warranty to Plaintiffs and the Class by manufacturing and selling or leasing, and placing into the stream of commerce, defective vehicles which were unfit for the ordinary purposes for which passenger vehicles are used and could not safely, legally or practically be used for such ordinary purposes. The Class Vehicles were not of merchantable quality and because of the defects set forth above.

77. Plaintiffs and Class members could not have reasonably discovered the design defects of the Class Vehicles. Defendant's breach of its express warranties was the direct and proximate cause of the Class members' financial harm.

78. Plaintiffs and members of the Class have been damaged as a result of the wrongful conduct complained of herein. Said conduct continues and the harm or risk of harm is ongoing.

SECOND CLAIM

Breach of Implied Warranty Uniform Commercial Code § 2-314

79. Plaintiffs repeat and reiterate the allegations set forth above as though fully set forth herein.

80. Plaintiffs assert this cause of action on behalf of all Class members nationwide, with the exclusion of those residing in Louisiana, against Ford for breach of express warranty under UCC § 2-314, as codified by each of the states.

81. Plaintiffs and the Class leased and/or purchased a Class Vehicle from Ford.

82. Ford is a "merchant" within the meaning of UCC § 2-314 with respect to the manufacture and sale of motor vehicles, including the Class Vehicles. Accordingly,

Ford impliedly warranted that the Class Vehicles were merchantable and were fit for the ordinary purposes for which a minivan is used.

83. Any express limitation or negation of Ford's implied warranties that the Class Vehicles were fit to safely transport passengers and gear, when such was not the case, would be unreasonable and unconscionable. Accordingly, any such limitation or negation is unenforceable pursuant to UCC § 2-316.

84. The Class Vehicles' propensity to suddenly and without warning lose vehicle propulsion renders them unmerchantable. Accordingly, Ford breached its implied warranty of merchantability in violation of UCC § 2-314.

85. Plaintiffs and other Class members never contemplated that their vehicles would suddenly and without warning lose vehicle propulsion. Plaintiffs relied on implied warranties of merchantability made by Defendant concerning the Class Vehicles and could not have reasonably discovered the defects in the Class Vehicles.

86. Plaintiffs and members of the Class have been damaged as a result of the wrongful conduct complained of herein. Said conduct continues and the harm or risk of harm is ongoing.

THIRD CLAIM

Unjust Enrichment

87. Plaintiffs repeat and reiterate the allegations as set forth above as if set forth fully herein.

88. As a consequence of the conduct described above, Ford extracted significant payments from Plaintiffs and members of the Class who would not have

purchased Class vehicles or who only would have agreed to purchase Class Vehicles at greatly reduced prices.

89. Ford obtained additional revenues from repairing Class Vehicles that failed after the expiration of their warranties.

90. As a result, Ford has been unjustly enriched, having retained the benefits of its sales of defective Class Vehicles and payment for repair services.

FOURTH CLAIM

Breach of Duty of Good Faith and Fair Dealing

91. Plaintiffs repeat and reiterate the allegations as set forth above as if set forth fully herein.

92. Each contract of sale and lease agreement entered by Plaintiffs and members of the Class for the purchase and lease of the Class Vehicles contains an implied term requiring Defendant to adhere to a duty of good faith and fair dealing.

93. Defendant has breached its duty of good faith and fair dealing by, among other things, failing to notify Plaintiffs and members of the Class of the defects in the Class Vehicles, and failing to fully and properly repair the defects and resulting damage to the Class Vehicles, at no expense to Plaintiffs and members of the Class.

94. Defendant's breach of its implied duty of good faith and fair dealing is intentional, malicious, and with willful and wanton disregard of the rights and interests of Plaintiffs and members of the Class.

95. As a direct and proximate result of Defendant's breach of implied duty of good faith and fair dealing, Plaintiffs and members of the Class have suffered damages

including but not limited to costly repairs, loss of use of the vehicle, substantial loss in value and resale value of the vehicle and other damages in an amount to be determined at trial.

FIFTH CLAIM

Strict Liability for Unreasonably Dangerous Vehicles

96. Plaintiffs repeat and reiterate the allegations as set forth above as if set forth fully herein.

97. Ford manufactured, distributed and/or sold the Class Vehicles and placed the Class Vehicles in the stream of commerce in a defective condition unreasonably dangerous to their end users.

98. Ford was engaged in the business of manufacturing and selling the Class Vehicles.

99. Plaintiffs and the Class were the ultimate users or consumers of the Class Vehicles.

100. At the time Plaintiffs and the Class drove the Class Vehicles, they were substantially in the same condition as when they left Defendant's possession. Alternatively, any changes made to the Class Vehicles were reasonably foreseeable to Defendant.

101. The Class vehicles were expected to and did reach Plaintiffs and the Class without substantial change in the condition in which they were originally sold and manufactured.

102. The Class vehicles were used or misused in a way that was reasonably foreseeable to Defendant.

103. Defendant is, therefore, strictly liable to Plaintiffs and the Class.

104. The design of the Class Vehicles was a substantial factor in causing harm to Plaintiffs and the Class.

105. For the reasons set forth above, the Class Vehicles are unreasonably dangerous for their intended or reasonably foreseeable use in that:

(a) They are unreasonably dangerous under the risk-benefit test as a result of one or more or a combination of the unsafe and defective conditions as set forth above; and

(b) They are dangerous to an extent beyond that which would be contemplated by the ordinary consumer with ordinary knowledge in the community, in that an ordinary user would not contemplate that their Class Vehicle was designed in such a manner that the torque converter's splines had the capacity to strip while the vehicle was in motion.

106. The Class Vehicles, their torque converters and/or their associated transmissions became unreasonably dangerous and defective as a result of the lack of an adequate warning on the part of Defendants, thus making Defendant strictly liable.

107. Defendant breached its implied representation to Plaintiffs and the Class that the Class Vehicles, their torque converters and/or their associated transmissions were of good and merchantable quality, fit and safe for their ordinary intended use.

108. The Class Vehicles, their torque converters and/or their associated transmissions were not of good and merchantable quality, fit and safe for ordinary use.

109. When the Class Vehicles containing torque converters and/or their associated transmissions are in a condition that is intended or reasonably foreseeable, they can nevertheless suddenly and unexpectedly lose propulsion as a result of the failure of the torque converter.

110. The unreasonably dangerous condition of the torque converter described above caused, or was a substantial factor in causing, harm to Plaintiffs and the Class.

111. The rule precluding the recovery of economic damages in tort does not apply in those states having said rule because the defect creates a danger of severe personal injury, death or destruction of property; the failure and severe damage to the Class Vehicles are sudden and catastrophic; and there is no privity required between Plaintiffs and Defendant.

SIXTH CLAIM

Negligence

112. Plaintiffs repeat and reiterate the allegations as set forth above as if set forth fully herein.

113. Defendant owed Plaintiffs and the Class a duty to exercise ordinary care in designing, manufacturing, warning, marketing and selling the Class Vehicles. Defendant failed to exercise ordinary care in designing, manufacturing, warning, marketing and selling the Class Vehicles in a manner which a reasonably prudent automobile manufacturer would have or would have not done in the same or similar

circumstances, and was negligent in one or more of the following particulars, among others:

- (a) In designing the Class Vehicles so that they were unsafe for the use for which they were intended;
- (b) In designing the Class Vehicles without incorporating into the design feasible safety features to prevent foreseeable injuries and damage;
- (c) In designing the torque converter such that its splines suddenly are stripped;
- (d) Failing to warn (a duty which is continuing) or inform Plaintiffs or the public of the aforesaid risk of sudden and unexpected loss of propulsion despite the fact that Defendant knew or should have known, in the exercise of reasonable care, of the risk or hazard relating to the Class Vehicles and their torque converters; and
- (e) Failing to take precautions that a reasonable person would have taken in presenting the Class Vehicles to their end users.

114. Plaintiffs and the Class were damaged as a result of the negligent acts or omissions of Defendant as set forth herein.

115. The rule precluding the recovery of economic damages in tort does not apply in those states having said rule because the defect creates a danger of severe personal injury, death or destruction of property; the failure and severe damage to the Class Vehicle are sudden and catastrophic; and there is no privity required between Plaintiffs and Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief and judgment, as follows:

(a) Determining that this action is a proper class action, designating Plaintiffs as Lead Plaintiffs and Plaintiffs' counsel as Lead Counsel, and certifying Plaintiffs as Class representatives under Rule 23 of the Federal Rules of Civil Procedure;

(b) Awarding compensatory and punitive damages in favor of Plaintiffs and the other Class members against Defendants for all damages sustained as a result of Defendant's wrongdoing in an amount to be determined at trial, including interest thereon;

(c) Requiring Defendants to account for and/or pay in damages to Plaintiffs and the Class the amounts by which Ford was unjustly enriched due to its wrongful conduct;

(d) Awarding Plaintiffs and the Class their reasonable costs and expenses incurred in this action, as well as incidental (costs of parts and repairs to the vehicles expended by the class) and consequential (loss of use and/or expenditures for substitute transportation; and lost wages) damages;

(e) Awarding injunctive relief by ordering Ford to issue corrective actions including notification, recall, inspection and, as necessary, repair and/or replacement of the defective and damaged parts in the Class Vehicles and imposing a

constructive trust upon monies obtained by Ford as a result of the alleged wrongful conduct;

(f) Such other and further relief as the Court may deem just and proper.

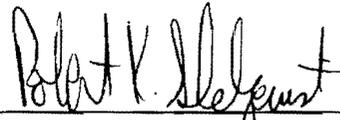
JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury.

Dated: November 17, 2009

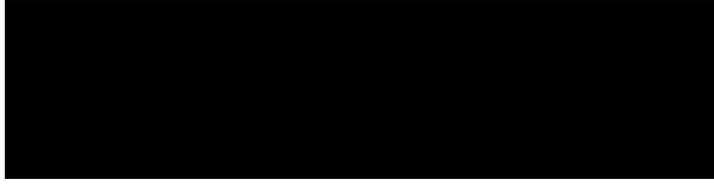
LOCKRIDGE GRINDAL NAUEN P.L.L.P.

By:



Robert K. Shelquist, #21310X
Craig S. Davis, #148192
Matthew B. Johnson, #0387886
100 Washington Avenue South
Suite 2200
Minneapolis, Minnesota 55401-2197
(612) 339-6900

Jay P. Saltzman (JS-7335)
SCHOENGOLD & SPORN, P.C.
19 Fulton Street, Suite 406
New York, NY 10038
(212) 964-0046
Attorneys for Plaintiff



**Service of Process
Transmittal**

06/16/2010

CT Log Number 516796970

TO: Chris Dzbanski
Ford Motor Company
WHQ 433-E3, One American Road
Dearborn, MI 48126

RE: Process Served in Maryland

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: Eric Gregory Doll, On behalf of Himself and All Others Similarly Situated, Pltfs. vs. Ford Motor Company, etc., Dft.

DOCUMENT(S) SERVED: Summons, Service Form, Complaint

COURT/AGENCY: United States District Court, MD
Case # AW-10-1505

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Breach of Warranty - Defective 4-speed automatic transmission - Seeking to certify this case as a class action - Seeking to enjoin Defendant from continuing to conceal material information and conduct business via the unlawful unfair and deceptive business acts and practices

ON WHOM PROCESS WAS SERVED: The Corporation Trust Incorporated, Baltimore, MD

DATE AND HOUR OF SERVICE: By Certified Mail on 06/16/2010 postmarked on 06/14/2010

APPEARANCE OR ANSWER DUE: Within 21 days from date of service, exclusive of the date of service - Answer

ATTORNEY(S) / SENDER(S): Timothy F. Maloney
Joseph Greenwald and Laake PA
6404 Ivy Lane, Suite 400
Greenbelt, MD 20770
301-220-2200

ACTION ITEMS: Telephone, Chris Dzbanski , 313-248-6864
SOP Papers with Transmittal, via Fed Ex Priority Overnight , 799453314004
Image SOP
Email Notification, Chris Dzbanski CDZBANSK@FORD.COM

SIGNED: The Corporation Trust Incorporated
PER: Billie Swoboda
ADDRESS: 351 West Camden Street
Baltimore, MD 21201
TELEPHONE: 410-539-2837

SAO 440 (Rev. 10/93) [MD Rev. 02/2001] Summons in a Civil Action

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MARYLAND

ERIC GREGORY DOLL, On Behalf of
Himself and All Others Similarly Situated

SUMMONS IN A CIVIL CASE

V.

FORD MOTOR COMPANY, A Delaware
Corporation

CASE AW-10-1505

TO: (Name and address of Defendant)

SERVE: THE CORPORATION TRUST
INCORPORATED
351 West Camden Street
Baltimore, MD 21201

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Timothy F. Maloney
Steven M. Pavsner
Joseph, Greenwald & Laake, P.A.
6404 Ivy Lane, Suite 400
Greenbelt, MD 20770

an answer to the complaint which is herewith served upon you, within 21 days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the
relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time
after service.

Felicia C. Cannon
CLERK



June 10, 2010
DATE

(By) DEPUTY CLERK

SAO 440 (Rev. 10/93) [MD Rev. 02/2001] Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by me⁽¹⁾	DATE	
NAME OF SERVER (<i>PRINT</i>)	TITLE	
<i>Check one box below to indicate appropriate method of service.</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were _____ _____		
<input type="checkbox"/> Returned _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed	_____	_____
	Date	<i>Signature of Server</i>

		<i>Address of Server</i>

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SOUTHERN DIVISION

ERIC GREGORY DOLL, On Behalf of)
Himself and All Others Similarly Situated)
5115 Moorland Lane)
Bethesda, MD 20814)

Plaintiff)

C.A. No. _____

vs.)

FORD MOTOR COMPANY, A Delaware)
Corporation)
1 American Road)
Dearborn, MI 48126)

SERVE: THE CORPORATION TRUST)
INCORPORATED)
351 West Camden Street)
Baltimore, MD 21201)

Defendants.)

COMPLAINT

Plaintiff, Eric Gregory Doll (“Plaintiff”), by and through his undersigned counsel, on behalf of himself and all other persons and entities similarly situated, alleges the following facts and claims upon knowledge as to matters relating to himself and upon information and belief as to all other matters and, by way of this Complaint, avers as follows:

INTRODUCTION

1. Plaintiff brings this class action against Defendant, Ford Motor Company (“Defendant” or “Ford”), for the benefit and protection of all individuals who purchased or leased 2004 and 2005 Ford Freestar and Mercury Monterey models manufactured, marketed,

distributed and sold by Ford ("the Vehicle(s)"). Plaintiff brings this action on behalf of himself and all others similarly situated (the "Class") to obtain damages, injunctive, declaratory and equitable relief, restitution and/or disgorgement of profits and additional relief as may be appropriate for the proposed Class, as defined below.

2. The Vehicles are equipped with a defective transmission that results in a sudden loss of power and requires the transmission, its components and/or related parts to be replaced and/or repaired at a significant monetary cost of approximately \$1,000 to \$3,000. Ford's inclusion of this defective transmission in the Vehicles has resulted in widespread discontent, frustration and anger by Class members.

3. As set forth below, Ford concealed and failed to disclose material information concerning the Vehicles' transmission, including, but not limited to, the fact that (1) the transmission is defective, and (2) the transmission inevitably fails beyond the New Vehicle Limited Warranty provided at the time of purchase and/or lease of the Vehicles and well in advance of their expected useful life. As a result of Ford's omissions and acts of concealment, Plaintiff and Class members have been and will continue to be harmed and subjected to unreasonably high repair and replacement costs. If these material facts had been disclosed by Ford, Plaintiff and Class members would not have purchased or leased their Vehicles, or would have paid significantly less for them.

4. This action is brought to remedy violations of federal, state and common law in connection with Ford's misconduct, including its conscious effort to conceal material facts concerning the design, manufacture, performance history and propensity for premature failure or deterioration of the Vehicles and their transmission during the distribution, marketing, sales, advertisement, customer service and repair performed with respect to these Vehicles.

5. Plaintiff asserts claims for breach of implied warranty under the Magnuson-Moss Act, 15 U.S.C. §§ 2301, 2301(7), 2310; breach of implied warranty under the laws of the State of Maryland; violation of the Maryland Consumer Protection Act (“MCPA”), Md. Code Ann., Commercial Law, § 13-101, *et seq.*; and unjust enrichment.

THE PARTIES

6. Plaintiff is a citizen of the State of Maryland, and resides and resided in Bethesda, Maryland at all times pertinent to this action. In or about September 2004, Plaintiff purchased a new 2004 Ford Freestar model for his personal and family use from Lindsay Ford, formerly Hill & Sanders Ford, an authorized Ford dealership in Wheaton, Maryland.

7. Ford is a Delaware corporation with its principal place of business in Dearborn, Michigan. Ford, thus, is a citizen of Delaware and Michigan.

JURISDICTION AND VENUE

8. This action has been brought to remedy Ford’s violations of warranty, state consumer protection and related statutes based upon the design, manufacture, distribution, marketing, sale, advertisement and provision of the Vehicles.

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs, and this matter is a class action in which certain Class members are citizens of states other than that of Ford.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Ford does business throughout this judicial district and a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this district. At all pertinent times, Ford was and is in the business of manufacturing, marketing, advertising, distributing and selling the Vehicles

throughout this judicial district and nationwide, by and through various authorized dealers. The Vehicles that are the subject of this Complaint were placed in the stream of commerce by Ford.

SUBSTANTIVE ALLEGATIONS

11. This class action is brought against Ford for the benefit and protection of all current and former owners and lessees of the Vehicles.

12. The Vehicles at issue were manufactured, marketed and sold by Ford throughout the United States, including the State of Maryland, through its established network of licensed dealers and distributors. The Vehicles had a suggested retail price of between \$20,000 and \$35,000.

13. All of the Vehicles are factory-equipped with a 4-speed automatic transmission that was (and is) defective at all relevant times. The transmission defect causes the Vehicles to lose power, suddenly and without warning, rendering them either entirely inoperable or barely maneuverable and with little power. This sudden loss of power can occur at anytime when the Vehicles are in operation, including, but not limited to, when being driven on highways and streets. As a result of the defective transmission, the Vehicles require costly replacement and/or repair of the entire transmission, transmission component parts and/or related parts such as the torque converter.

14. On November 18, 2009, *The New York Times* reported that, in or around July 2010, the National Highway Traffic Safety Administration (“NHTSA”) initiated a preliminary investigation of the Vehicles to evaluate complaints of transmission failure. At the time of the preliminary investigation, NHTSA reportedly received 178 owner complaints of transmission failure. On November 10, 2009, NHTSA escalated its investigation to the Engineering Analysis (“EA”) phase. According to NHTSA, the EA phase is the “[s]econd and final phase of a NHTSA investigation, an EA is undertaken if data from a PE [Preliminary Evaluation] indicate

further examination of a potential safety defect is warranted.” By this time, NHTSA received a reported 227 complaints involving a loss of power, 124 of which were attributed to “torque converter shaft splines stripping.” In addition, Ford told NHTSA that it had received 2,791 warranty claims over a loss of power involving the Vehicles. Ford also told NHTSA that “while a torque converter replacement typically can cost well over \$1,000, a torque converter malfunction can sometimes damage other transmission components, requiring a complete transmission replacement, which typically costs \$3,000.”

15. Ford became aware of customer complaints regarding the transmission defect well before NHTSA’s July 2009 preliminary investigation. Indeed, in as early as 2004 and 2005, owners complained about this very problem to NHTSA. For example:

- Was driving my 2001 Ford Mini Van Freestar when transmission just up and quit working. [Reported failure date: January 4, 2004].
- Was driving down the street in my 2005 Ford Freestar Van when I had to stop and put the vehicle in park to get out and check on something in the back. When I attempted to put the van back in drive, the only gear that was working was neutral. With no warning the transmission went out. We were fortunate we were not driving down the road at the time. [Reported failure date: April 25, 2004].
- I have a 2005 Ford Freestar that needs a transmission. I was driving to work today and out of no where my van stopped driving. The engine was on but the van wouldn’t move. I was just about to get onto Interstate 495 (about 100 feet from on ramp) I could have been killed my children could have been killed. My car wouldn’t move at all!!! I was scared to death. I have read many complaints today about the transmission problem with Ford Freestars. I can’t believe that

there has been no recall. I will cost me \$3,000 dollars to have this fixed. I have 4 children, where do I get this money from? I have my van at a garage that we go to for regular maintenance. They are telling me there is no warranty on this van. How does this van just up and die when it is 3 years old with 55,000 miles on it and Ford is not responsible for anything? [Reported failure date: April 23, 2005].

- Sudden transmission failure without prior notice. [Reported failure date: August 29, 2005].
- Traveling on Interstate 95 with cruise control on at 79mph in heavy traffic as was end of Thanksgiving Holiday and engine revved and could not control speed - no forward motion when attempting to accelerate. Turned on the hazard lights and coasted to side of road. No warning or lights on dashboard to indicate any trouble just unable to accelerate. Towed and informed that torque converter the issue and may be additional problems - at this time attempting to find parts (new or refurbished). [Reported failure date: November 30, 2005].
- This is the 3rd time the torque converter has gone out on our Ford Freestar Van. Two times on the Interstate traveling at interstate speeds leaving my wife stranded and terrified! This time I experienced it and took it to the transmission shop myself. There seems to be a real problem here 40000 transmissions goes, 90,000 and 97,000. Please help! [Reported failure date: December 8, 2005].

16. By 2006, hundreds of owners complained about the same transmission failure issues on such internet sites as <http://www.edmunds.com>. Moreover, consumers have made similar complaints to Ford, both directly and through its authorized dealers.

17. Despite the defective condition of the Vehicles' transmission, Ford provided owners and lessees with a mere 3 year or 36,000 mile bumper-to-bumper factory warranty known as the "New Vehicle Limited Warranty." The warranty was the same for all of the Vehicles.

18. Due to the defective nature of the Vehicles' transmission, the Vehicles and their transmission are unreliable and do not perform in accordance with the reasonable expectations of Plaintiff and Class members. Plaintiff and Class members, as reasonable consumers, expected that the Vehicles' transmission would have a useful life similar to that of a conventional 4-speed automatic transmission. However, the Vehicles' transmission has a markedly reduced useful life, which is a material fact that a reasonable person would consider important in deciding whether or not to purchase (or to pay the same price for) the Vehicle, particularly considering the high repair and/or replacement costs associated with the defective transmission. Plaintiff and Class members would not have purchased, or would have paid substantially less for, their Vehicles had they been informed that the transmission is defective and has a markedly reduced useful life. As such, the Vehicles' transmission is unreliable and fails to perform in accordance with reasonable expectations of consumers, including Plaintiff and Class members.

19. Ford had exclusive knowledge of the reduced useful life of the Vehicles' transmission. Ford had access to relevant data regarding the useful life of the Vehicles' transmission and, further, had knowledge as a result of the numerous complaints made by consumers about their Vehicles' transmission failures to Ford, NHTSA, internet websites and other public fora. However, Ford concealed its knowledge of the defective nature of the Vehicles' transmission from Plaintiff and Class members.

20. Ford knew or should have known of the inherent defect in the transmission that reduced the useful life of the Vehicles' at the time of the marketing, sale and distribution of the Vehicles. In light of Ford's knowledge regarding the defect and problems as detailed above, Ford's provision of a limited warranty with respect to the Vehicles, under all of these circumstances, constitutes an unlawful, unfair and fraudulent business practice, and, under all of the circumstances, the limited warranties accompanying the Vehicles are unconscionable and void.

21. As a result of Ford's conduct, Plaintiff and the Class have been harmed and suffered injury in fact and/or actual damages.

22. Plaintiff and Class members have been injured and lost money because they have paid more for the Vehicles than they would have had Ford disclosed material information regarding the Vehicles' defective transmission, and because they have had to pay unreasonable sums of money to repair and/or replace the Vehicles' transmission and/or component parts, which can range from approximately \$1,000 to \$3,000.

23. Unreasonably high repair and/or replacements costs, as well as the reduced useful life of the Vehicles' transmission, have caused further injury to Plaintiff and the Class by virtue of the fact that they cannot safely enjoy full use of their Vehicles without the risk of the transmission failing and the Vehicles suddenly losing power, including while they are driving, thus rendering travel insecure and hazardous.

24. Plaintiff and members of the Class would not have purchased the Vehicles, or would have paid significantly less for them, had Ford disclosed that the Vehicles' transmission was (and is) defective in that it fails prematurely and requires a significant amount of money to repair and/or replace. Plaintiff and Class members have also been harmed and suffered actual

damages because the Vehicles' transmissions have a useful life that is considerably shorter than that of conventional transmissions. Thus, Plaintiff and Class members have suffered and will continue to be harmed and suffer damages because the Vehicles' transmission fails prematurely, the Vehicles' transmission will continue to require replacement and repair, and replacement and repair will continue to be unreasonably costly and ultimately futile due to the inherently defective nature of the transmission.

Plaintiff's Experience

25. Plaintiff purchased his Vehicle in or about September 2004 for approximately \$23,000.

26. In or about January 2010, Plaintiff's wife was driving on a public highway in Bethesda, Maryland at approximately 7:30 p.m. when the Vehicle suddenly lost power as a result of the defective torque converter. Plaintiff was required to replace the torque converter at the cost of \$2,054.68, in addition to the cost of towing the Vehicle to the dealership. At the time, the Vehicle's odometer reading was approximately 66,000 miles.

27. Prior to Plaintiff purchasing his Vehicle, Ford failed to disclose to owners and lessees of the Vehicles, including Plaintiff, the condition and defect in the Vehicles that causes the transmission to fail. Ford had a duty to disclose, but failed to disclose, all material information regarding the existence of this defect, the actual cost of the Vehicles in light of the replacement and/or repair necessitated by the defect, and the transmission's actual shortened useful life. If Plaintiff had known these material facts, he would not have purchased the Vehicle, or would have paid significantly less for the Vehicle.

The Class Members' Experience

28. The experiences of Plaintiff mirror those of the numerous other Vehicle owners and lessees. The NHTSA Office of Defects Investigation's ("ODI") public database is replete with references to the common and profound transmission problems that consumers have experienced with the Vehicles, including, but not limited to, the following small sample of representative complaints appearing in the ODI database:

- I have a 2004 Ford Freestar. I recently had my transmission replaced at 89,900 miles. We were on the highway at night time with an 8 year old and 7 year old when the vehicle just started stopping. There no warning lights that came on for the transmission no signs. The RPMS would go high/vehicle went would barely move. It was awful.
- 2004 Ford Freestar - transmission went out without any warning - I was turning a corner and hear a loud noise - the check transaxle light came on and I could not get the car to move - took to auto garage and they said they would have to replace but that they have seen this over and over with the 4 Freestar. This went out in the middle of an intersection on a busy street with my 3 kids in the car. This is a dangerous problem that Ford should address!
- 2004 Ford Freestar, going down road fine, engine rev, speed declined and would not move. Transmission locked due to bad torque converter. Had to replace transmission.
- Sudden transmission failure due to torque converter driving home from out of state vacation. Traveling 60 mph in passing lane when vehicle began to rapidly deaccelerate. Coasted across inside lane through traffic to shoulder of highway. Transmission fluid level was good. Towed to transmission shop and family and I

waited several days for transmission to be repaired and rebuilt at cost exceeding \$2600.

- Transmission on 2004 Ford Freestar failed during normal driving, no warning whatsoever. Mileage was just over 70000. Transmission had to be replaced at a cost of \$2500. Oil and fluids had been changed regularly.
- I have a 2005 Ford Freestar with 4300 miles on it. While leaving the parking lot, the vehicle would not go forward or reverse. Had vehicle towed to Ford garage. They said I needed a torque converter. The cost is \$1500 dollars.
- My wife was driving our 2005 Ford Freestar with six kids in the van to school this morning, all of sudden, the transmission was dead on I-95 of Jacksonville, FL, the loss of transmission came so suddenly in I-95 without any earlier indications, she finally cruise it to the left shoulder of I-95 and with the help of two police officers and one road ranger, all the passengers got transferred to a safe place. The van was towed to a repair shop where we were told the transmission needs to be changed at cost of at least more than \$2000.00.
- I own a 2005 Ford Freestar, while driving on the one a busy road I pressed the gas pedal but the engine just revved it would not accelerate or reverse. This was an abrupt loss of power with no prior problems. As a consequence of this destabilizing event the small children I had in the car were in danger. Fortunately, I was able to coast down due to a incline in the road. A tow truck company was called and taken to a dealership service mechanic. I am going to have to pay around \$3000 for new transmission.

- No prior warning, working fine then not working at all...will not go into gear (engine will rev, you can shift to reverse, or drive but nothing). Transmission failure on my Mercury Monterey 2004. I have not corrected the problem as of yet dealership says new transmission cost is \$3500.
- While driving our 2004 Mercury Monterey the transmission quit working right in the middle of the road. I was able to get to the side of the road with out incident. The van only has 78,000 miles on it and would expect more than that on a major component. I'm still making payments on a van that doesn't work. To get it fixed is between \$1500 to 2500.
- I was traveling down 78 (a major road in town and my van 04 Mercury Monterey) just quit going. I had to coast into a turn lane to get out of the main road. It was very dangerous and I had my kids in the car. There was no warning at all, it just quit going. I called my dad and he got the repair shop to pull my car out of the turn lane. The mechanic said it was my transmission; it needed to be replaced.
- While driving way back home from work the transmission failed all of sudden causing me stranded on the middle of highway during heavy rush traffic hours. End up spending \$175.00 for towing and when called the next day to Ford dealer and Mercury dealership was approximately \$3500.00 to \$4500.00. Repaired the transmission from other transmission shop spending \$2500.00.

29. To date, despite the numerous reports of transmission failure occurring with the Vehicles, Ford has not notified Class members about the Vehicles' defective transmission. Moreover, Ford has attempted to diminish the seriousness of the transmission defect, telling NHTSA that the transmission failures do "not present an unreasonable risk to safety." Indeed, as

the November 18, 2009 New York Times article reported, “The automaker argued that despite losing power, a vehicle ‘remains readily controllable and can be safely maneuvered and stopped. Steering and braking are unaffected.’” Ford’s statements, however, are belied by the numerous consumer complaints involving a serious risk to personal safety as a consequence of the transmission failures, including the experiences associated with Plaintiff’s Vehicle.

TOLLING OF THE STATUTE OF LIMITATIONS

30. The causes of action alleged herein accrued upon discovery of the latently defective nature of the Vehicles. Because the defect and limitations alleged herein are latent and because Ford took steps to conceal the true character, nature and quality of the Vehicles equipped with a defective transmission, among other reasons, Plaintiff and members of the Class did not discover and could not have discovered the problems and defects alleged herein through the exercise of reasonable diligence.

31. Any applicable statutes of limitations have been tolled by Ford’s knowing and active concealment and denial of the facts as alleged herein. Plaintiff and Class members have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiff and members of the Class could not reasonably have discovered the defects and problems alleged herein because of Ford’s fraudulent concealment.

32. Ford was and is under a continuous duty to disclose to Plaintiff and Class members the true character, quality, and nature of the Vehicles’ transmission. Ford knowingly, affirmatively, and/or actively concealed, and continues to conceal, the true character, quality and nature of the Vehicles’ defective transmission.

33. Ford knew or should have known that Plaintiff and the Class would reasonably rely upon Ford’s knowing, affirmative, and/or active concealment. Based on the foregoing, Ford is estopped from relying on any statutes of limitation in defense of this action.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), on behalf of himself and the following Class:

All persons or entities who purchased or leased, not for resale, a 2004 or 2005 Ford Freestar or Mercury Monterey in the State of Maryland.

Excluded from the Class is Ford, as well as Ford's affiliates, employees, officers and directors, including franchised dealers, any person who has experienced physical injury as a result of the defects at issue in this litigation and the Judge to whom this case is assigned. Plaintiff reserves the right to amend the Class definition if discovery and further investigation reveals that the proposed Class should be expanded or otherwise modified.

35. The members of each of the Class are so numerous that joinder would be impracticable. Plaintiff reasonably estimates that there are over 200,000 purchasers of the Vehicles throughout the United States, and that there are at least 1,000 members of the Class. The members of the Class are readily identifiable from information and records in Ford's possession, custody or control. The disposition of these claims will provide substantial benefits to the Class.

36. There are questions of law and fact common to the members of the Class that predominate over any questions affecting only individual Class members, including, but not limited to, the following:

- a. Whether the Vehicles are defective;
- b. Whether Ford omitted material facts from its communications and disclosures to the Class and the public regarding the defect inherent in the Vehicles' transmission;

- c. Whether Ford knew, or was reckless in not knowing, that its omissions concerning the Vehicles' defective transmission were deceptive, false and/or misleading;
- d. Whether, by the misconduct set forth in this Complaint, Ford has violated the MCPA;
- e. Whether, by the misconduct set forth herein, Ford has breached its implied warranty of merchantability; and
- f. Whether, as a result of Ford's misconduct, Plaintiff and the Class are entitled to equitable relief and/or other relief, and, if so, the nature of such relief.

37. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff has no interests antagonistic to those of the Class and is not subject to any unique defenses.

38. Plaintiff will fairly and adequately protect the interests of all members of the Class and has retained attorneys experienced in class action and complex litigation.

39. A class action is superior to other available methods for the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons:

- a. It is economically impractical for members of the Class to prosecute individual actions;
- b. The Class is readily definable;
- c. Prosecution as a class action will eliminate the possibility of repetitious litigation; and
- d. A class action will enable claims to be handled in an orderly and expeditious manner. A class action will save time and expense and will ensure uniformity of decisions.

40. Plaintiff does not anticipate any difficulty in the management of this litigation.

41. Ford has or has access to information for the Class members, which may be used for the purpose of providing notice of the pendency of this action.

FIRST CAUSE OF ACTION

Asserted On Behalf Of The Class For Violations Of The Magnuson-Moss Act

42. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

43. Plaintiff and the Class seek to recover for Ford's breach of implied warranty of merchantability under the laws of the State of Maryland pursuant to the Magnuson-Moss Act, 15 U.S.C. §§ 2301, 2301(7), 2310.

44. Ford's implied warranty of merchantability accompanied the sale of the Vehicles sold to Plaintiff and members of the Class.

45. Ford is a merchant in the sale of the Vehicles to Plaintiff and the Class members. Ford provided Plaintiff and the Class members with an implied warranty that the Vehicles were merchantable and fit for the ordinary purposes for which they were sold. The Vehicles are not fit for their ordinary purpose because, *inter alia*, the Vehicles' transmission has a useful life of less than that of a conventional transmission, and the Vehicles do not provide a safe or reliable mode of transportation in light of the propensity of the Vehicles' transmission to fail and the sudden occurrence of a loss of power associated with such failure, including, but not limited to, when the Vehicle is being driven on highways and streets.

46. The alleged defect is so basic that it renders the Vehicles as unfit for the ordinary purpose of providing reliable and safe transportation. The automobiles were sold with the defect and the defect rendered the goods unfit for ordinary and safe use.

47. The alleged defect existed at the time the transmissions left the manufacturer and were not caused by any acts or omissions on the part of Plaintiff or the class members.

48. Ford knew or had reason to know that Plaintiff and the Class members purchased or leased the Vehicles to obtain safe and reliable transportation in connection with their operation of the Vehicles.

49. The Vehicles do not conform to the promises and affirmations uniformly issued by Ford in its sales materials and warranties, and are not of fair or average quality.

50. Plaintiff and the Class members have used the Vehicle for their intended and ordinary purpose of providing transportation.

51. Plaintiff and the Class members have performed each and every duty required under the terms of the warranties, except as may have been excused or prevented by the conduct of Ford or by operation of law in light of Ford's unconscionable conduct.

52. Plaintiff and the Class members have provided sufficient and timely notice to Ford regarding the problems they experienced with the Vehicles' transmission and, notwithstanding such notice, Ford has failed and refused to offer Plaintiff and the Class members an effective remedy.

53. In addition, Ford has received, on information and belief, hundreds of complaints and other notices from consumers advising them of the defects associated with the Vehicles' transmission.

54. By virtue of the conduct described of herein, Ford has breached the implied warranty of merchantability.

55. Plaintiff and the Class members have been damaged as a direct and proximate result of Ford's breach of the implied warranty.

56. As a direct and proximate result of Ford's breach of the implied warranty, Plaintiff and the class members have been caused to suffer monetary damages to replace and/or

repair the defective transmissions, damage to their vehicles, and other damages as a result of the breach of implied warranty.

57. As a result of the breach of implied warranty, Plaintiff and the class members have further suffered damages, including incidental and consequential damages, such as loss of the use of their vehicles, loss of enjoyment of their property, the difference between the value of the goods accepted and the value they would have had if they had been as warranted, and for those in the class that have not yet replaced or repaired the defective transmissions, the cost of what it would cost to repair or replace the defective transmissions.

58. Plaintiff and the Class are entitled to recover damages and reasonable attorneys' fees and costs as a result of Ford's violations of the Magnuson-Moss Act.

SECOND CAUSE OF ACTION

Asserted On Behalf Of The Class For Breach Of Implied Warranty Under The Laws Of The State of Maryland

59. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

60. Plaintiff and the Class seek to recover for Ford's breach of implied warranty of merchantability under the laws of the State of Maryland.

61. Ford's implied warranty of merchantability accompanied the sale of the Vehicles sold to Plaintiff and members of the Class.

62. Ford is a merchant in the sale of the Vehicles to Plaintiff and the Class members. Ford provided Plaintiff and the Class members with an implied warranty that the Vehicles were merchantable and fit for the ordinary purposes for which they were sold. The Vehicles are not fit for their ordinary purpose because, inter alia, the Vehicles' transmission has a useful life of less than that of a conventional transmission, and the Vehicles do not provide a safe or reliable mode

of transportation in light of the propensity of the Vehicles' transmission to fail and the sudden occurrence of a loss of power associated with such failure, including, but not limited to, when the Vehicle is being driven on highways and streets.

63. The alleged defect is so basic that it renders the Vehicles as unfit for the ordinary purpose of providing reliable and safe transportation. The automobiles were sold with the defect and the defect rendered the goods unfit for ordinary and safe use.

64. The alleged defect existed at the time the transmissions left the manufacturer and were not caused by any acts or omissions on the part of Plaintiff or the class members.

65. Ford knew or had reason to know that Plaintiff and the Class members purchased or leased the Vehicles to obtain safe and reliable transportation in connection with their operation of the Vehicles.

66. The Vehicles do not conform to the promises and affirmations uniformly issued by Ford in its sales materials and warranties, and are not of fair or average quality.

67. Plaintiff and the Class members have used the Vehicle for their intended and ordinary purpose of providing transportation.

68. Plaintiff and the Class members have performed each and every duty required under the terms of the warranties, except as may have been excused or prevented by the conduct of Ford or by operation of law in light of Ford's unconscionable conduct.

69. Plaintiff and the Class members have provided sufficient and timely notice to Ford regarding the problems they experienced with the Vehicles' transmission and, notwithstanding such notice, Ford has failed and refused to offer Plaintiff and the Class members an effective remedy.

70. In addition, Ford has received, on information and belief, hundreds of complaints and other notices from consumers advising them of the defects associated with the Vehicles' transmission.

71. By virtue of the conduct described of herein, Ford has breached the implied warranty of merchantability.

72. Plaintiff and the Class members have been damaged as a direct and proximate result of Ford's breach of the implied warranty.

73. As a direct and proximate result of Ford's breach of the implied warranty, Plaintiff and the class members have been caused to suffer monetary damages to replace and/or repair the defective transmissions, damage to their vehicles, and other damages as a result of the breach of implied warranty.

THIRD CAUSE OF ACTION

Asserted On Behalf Of The Class For Violations Of The MCPA

74. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

75. Plaintiff is a consumer within the meaning of the MCPA and Md. Code Ann., Commercial Law § 13-101, *et seq.*

76. The Vehicles are consumer goods within the meaning of the MCPA and provided services within the MCPA's meaning of the term consumer services.

77. The MCPA prohibits the use of any "unfair or deceptive trade practice" in the sale or lease of any consumer goods or services.

78. Ford violated the MCPA by, *inter alia*, engaging in the following unfair deceptive acts or practices:

- a. Making false or misleading statements or other representations of any kind which had the capacity, tendency, or effect of deceiving or misleading consumers;
- b. Representing that consumer goods or services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
- c. Representing that consumer goods or services are of a particular standard, quality, grade, style, or model which they are not;
- d. Failing to disclose material facts that deceived and had the tendency to deceive;
- e. Advertising consumer goods or services: (i) without intent to sell or lease them as advertised or offered; and (ii) with intent not to supply reasonably expected public demand; and
- f. Engaging in deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with: (i) the promotion or sale of consumer goods or services; or (ii) the subsequent performance of a merchant with respect to an agreement of sale or lease.

79. Ford violated the MCPA by concealing, suppressing or omitting material facts regarding the Vehicles, including, but not limited to, the fact that the Vehicles' transmission is defective, that the Vehicles' transmission fails prematurely and that the cost of replacing or repairing the defective transmission is prohibitively high. This concealed or omitted information is the type of information upon which a consumer would be expected to rely on in making a decision whether to purchase, or how much to pay for, the Vehicles.

80. Ford concealed, suppressed or omitted these material facts in conducting trade and commerce with the intent that Plaintiff and the Class would rely on the omissions in the purchase or lease of their Vehicles.

81. To this day, Ford continues to violate the MCPA by actively concealing the material information about the Vehicles and their transmission and by representing to Plaintiff and members of the Class that the Vehicles are defect-free and safe.

82. Ford intended that Plaintiff and the Class members would rely on their concealment and omission of material facts, which occurred in the course of conduct involving trade and commerce.

83. As a direct and proximate cause of Ford's violations of the MCPA, Plaintiff and the Class have suffered injury in fact and/or actual damage, in that they purchased or leased Vehicles with defective transmissions that are unreasonably expensive to repair and/or replace. Had Ford disclosed the true quality, nature and drawbacks of the Vehicles, Plaintiff and the Class members would not have purchased, or would have paid significantly less, for the Vehicles. Plaintiff and the Class have suffered further harm in that the Vehicles' transmission fails prematurely, they have paid or will be required to pay significantly more to repair or replace the transmission than is reasonably anticipated and represented, they have lost use of their Vehicles, and the Vehicles have suffered diminution in value.

84. Plaintiff and the Class are entitled to recover damages, reasonable attorneys' fees and costs, and expert expenses as a result of Ford's violations of the MCPA.

FOURTH CAUSE OF ACTION

Asserted On Behalf Of The Class For Unjust Enrichment

85. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint to the extent not inconsistent with the claims asserted in this Court.

86. This claim is asserted in the alternative on behalf of Plaintiff and the members of the Class to the extent that there is any determination that Plaintiff does not have standing to assert any contractual claims asserted against Ford on the alleged basis of absence of contractual privity or otherwise.

87. By its wrongful acts and omissions described herein, including selling the Vehicles with defective transmissions, Ford was unjustly enriched at the expense of Plaintiff and the Class.

88. Plaintiff and the Class conferred a benefit upon Defendant by purchasing its automobiles at the full price for fully functional vehicles equipped with appropriate and working transmissions.

89. Defendant knew that the Class was purchasing the Vehicles and still accepted the sum contemplated for fully functional vehicles equipped with appropriate and working transmissions.

90. Under the circumstances, it would be inequitable for Ford to retain the profits, benefits, and other compensation obtained through its wrongful conduct in manufacturing, marketing and selling the Vehicles with defective transmissions to Plaintiff and the Class. Natural justice and equity require that Plaintiff and the Class recover under the circumstances.

91. Plaintiff, on behalf of himself and all others similarly situated, seeks restitution from Ford, and an order of this Court proportionally disgorging all profits, benefits, and other compensation wrongfully obtained by Ford from its conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for judgment against Ford granting the following relief:

- a. An order certifying this case as a class action and appointing Plaintiff's counsel to represent the Class;
- b. Restitution and disgorgement of all amounts obtained by Ford as a result of its misconduct, together with interest thereon from the date of payment, to the victims of such violations;

- c. All recoverable compensatory and other damages sustained by Plaintiff and the Class;
- d. Actual and/or statutory damages for injuries suffered by Plaintiff and the Class in the maximum amount permitted by applicable law;
- e. An order (1) requiring Ford to immediately cease its wrongful conduct as set forth above; (2) enjoining Ford from continuing to conceal material information and conduct business via the unlawful, unfair and deceptive business acts and practices complained of herein; (3) ordering Ford to engage in a corrective notice campaign; (4) requiring Ford to refund to Plaintiff and all Class members the funds paid to them for the Vehicles equipped with defective transmissions or, in the alternative, requiring Ford to replace all of the Vehicles' transmissions upon failure and to reimburse all consumers who have already paid to replace and/or repair their Vehicles' transmission;
- f. Appropriate and additional injunctive relief;
- g. Statutory pre-judgment and post-judgment interest on any amounts;
- h. Payment of reasonable attorneys' fees, costs, and expenses as may be allowable under applicable law; and
- i. Such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all causes of action so triable.

Dated: June 8, 2010

s/Timothy F. Maloney

Timothy F. Maloney, Bar No. 03381
Steven M. Pavsner, Bar No. -01353
JOSEPH GREENWALD AND LAAKE PA
6404 Ivy Lane, Suite 400
Greenbelt, MD 20770
Telephone: (301) 220-2200
Facsimile: (301) 220-1214
Email: tmaloney@jgllaw.com
spavsner@jgllaw.com

James C. Shah
SHEPHERD, FINKELMAN, MILLER
& SHAH, LLP
35 East State Street
Media, PA 19063
Telephone: (610) 891-9880
Facsimile: (610) 891-9880
Email: jshah@sfmslaw.com

Mark Anderson
ANDERSON, OGILVIE & BREWER
600 California Street, 18th Floor
San Francisco, CA 94108
Telephone: (415) 651-1950
Facsimile: (415) 956-3233
Email: mark@aoblawyers.com

Rose F. Luzon
SHEPHERD, FINKELMAN, MILLER
& SHAH, LLP
401 West A Street, Suite 2350
San Diego, CA 92101
Telephone: (619) 235-2416
Facsimile: (619) 234-7334
Email: rluzon@sfmslaw.com

*Attorneys for Plaintiff and the Proposed
Class*

CERTIFIED MAIL™



7009 2250 0003 0075 9841



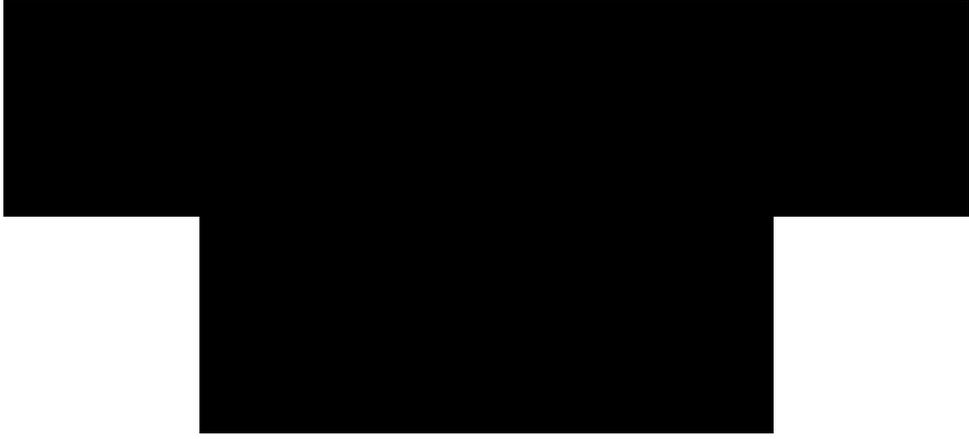
UNITED STATES POSTAGE
Eagle logo
PITNEY BOWES
02 1M \$ 06.83⁰
0004234406 JUN 14 2010
MAILED FROM ZIP CODE 20770

First Class Mail

**Joseph
Greenwald
& Laake**

Joseph, Greenwald & Laake, P.A.
6404 Ivy Lane • Suite 400
Greenbelt, Maryland 20770

Ford Motor Company
c/o The Corporation Trust
Incorporated
351 West Camden Street
Baltimore, MD 21201



CM

JURY FEE
JUL 23 2013

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

IRFAN IHTISHAM,)
 19450 Merriman)
 Livonia, MI 48152)
 PLAINTIFF,)
 vs.)
 FORD MOTOR COMPANY)
 c/o Peter J. Sherry)
 One American Road)
 Dearborn, MI 48126)
 DEFENDANT.)

Case No: NZ

Judge

7 JUN 11
OFFICE OF THE CLERK

KAHN & ASSOCIATES, L.L.C.

Matthew M. Oliveri (P68354)
 22260 Haggerty Road, Suite 250
 Northville, MI 48167
 Phone: (888) 536-6671; Fax: (888) 868-6671

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

COMES NOW the PLAINTIFF IRFAN IHTISHAM, by and through his Attorneys of Record, KAHN & ASSOCIATES LLC, and for his Complaint, states unto this Honorable Court the following:

1. PLAINTIFF IRFAN IHTISHAM ("PLAINTIFF") is an adult citizen and legal resident of the State of Michigan, residing at 19450 Merriman, Livonia, MI, 48154.

2. **DEFENDANT FORD MOTOR COMPANY** (“DEFENDANT”) is a corporation qualified to do, and regularly conducting, business in the State of Michigan, with its principal place of business located in Michigan, and which can be served with process care of “Peter J. Sherry, One American Road, Dearborn, MI, 48126.”
3. On or about February 10, 2004, PLAINTIFF leased, with an option to buy, a **2004 FORD FREESTAR** that DEFENDANT manufactured and warranted, bearing the Vehicle Identification Number 2FMZA58244BA72942 (hereinafter the “Vehicle”).
4. The Vehicle was purchased in Michigan and is registered in Michigan.
5. The price of the Vehicle at the time of acquisition was approximately **\$33,736.23**, and PLAINTIFF’S total lease payments over this 35 month lease are \$15,296.40. PLAINTIFF also put down an additional \$5,747.90 at the time of acquisition.
6. The Vehicle has had numerous problems, defects and issues since acquisition, forcing PLAINTIFF to seek numerous repair attempts on the Vehicle.
7. PLAINTIFF states that as a result of the ineffective repair attempts made by DEFENDANT, through its authorized dealer(s) and agent(s), the Vehicle cannot be utilized for the purposes intended by PLAINTIFF at the time of acquisition and hence, the Vehicle is worthless and/or substantially impaired.
8. In consideration for the purchase of the above Vehicle, DEFENDANT issued to PLAINTIFF one or more written warranties on particular items.
9. The Vehicle was also covered by one or more implied warranties at the time of acquisition.
10. PLAINTIFF notified the DEFENDANT, and/or its authorized dealer(s) and agent(s), on one or more occasions, and/or formally notified the DEFENDANT by letter, of

PLAINTIFF's present intention to revoke acceptance of the Vehicle. PLAINTIFF also requested the return of all funds paid toward the Vehicle.

11. PLAINTIFF seeks damages in excess of \$25,000, and/or equitable relief in the form of revocation and rescission, invoking the jurisdiction of Circuit Court.

**COUNT I: VIOLATION OF THE
MICHIGAN LEMON LAW**

12. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
13. The **MICHIGAN NEW MOTOR VEHICLE WARRANTIES ACT** is codified at MCL §257.1401 *et. seq.* and is commonly known as, and will hereinafter be referred to as, the "LEMON LAW."
14. PLAINTIFF is a "Consumer" as defined by the Lemon Law §257.1401(a).
15. DEFENDANT is a "Manufacturer" as defined by the Lemon Law §257.1401(b).
16. The Vehicle is a "New Motor Vehicle" under the Lemon Law §257.1401(g).
17. PLAINTIFF purchased the Vehicle from, and/or had it serviced at, the DEFENDANT's "New Motor Vehicle Dealer" as that term is used in the Lemon Law §257.1401(h).
18. PLAINTIFF reported one or more "Defects or Conditions" to the DEFENDANT, and to its authorized dealer(s) and/or agent(s), during the time required by the Lemon Law §257.1402.
19. The Vehicle has been out of service because of repairs for more than 30 days and/or has been subject to four or more repair attempts for the same defect or condition which continues to exist, satisfying the requirements of the Lemon Law §257.1403.

20. After PLAINTIFF notified the DEFENDANT, via return receipt service, of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the DEFENDANT failed to instruct PLAINTIFF as to where to deliver the vehicle or failed to repair the vehicle.
21. If DEFENDANT maintains a qualified Informal Dispute Resolution Mechanism, PLAINTIFF has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by the Lemon Law §257.1405.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The “purchase price” of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Lease Contract; and
- c. Costs, including expert witness fees and reasonable attorney’s fees; and
- d. For such other relief as this court deems just and proper.

**COUNT II: VIOLATION OF THE
FEDERAL TRADE COMMISSION WARRANTY ACT (“MAGNUSON-MOSS”)**

22. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
23. The **FEDERAL TRADE COMMISSION WARRANTY ACT** is codified at 15 U.S.C. §2300 *et. seq.* and is commonly known as, and will hereinafter be referred to as, the “MAG-MOSS ACT.”
24. PLAINTIFF is a “Consumer” as defined by the MAG-MOSS ACT §2301(3).
25. DEFENDANT is a “Supplier” and a “Warrantor” as defined by the MAG-MOSS ACT §§2301(4) & (5).

26. The Vehicle is a “Consumer Product” as defined by the MAG-MOSS ACT §2301(1).
27. One or more of the warranties DEFENDANT gave to PLAINTIFF was a “Written Warranty” as defined by the MAG-MOSS ACT §2301(6), and/or a “Service Contract” as defined by the MAG-MOSS ACT §2301(8).
28. DEFENDANT, through its authorized dealer(s) and/or agent(s), has been unable, unwilling, and/or has refused to conform the Vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
29. PLAINTIFF states that DEFENDANT has been afforded a reasonable opportunity to cure the Vehicle’s nonconformities pursuant to the MAG-MOSS ACT §2310 (e).
30. The MAG-MOSS ACT §2310 (d) (1) provides:

“...Subject to subsections(a)(3) and (e) of this section, a consumer who is damages by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty or service contract, may bring suit for damages and other legal and equitable relief...”
31. As a direct and proximate result of DEFENDANT’s failure to comply with its own express written and implied warranties, and with Federal and State law, PLAINTIFF has been damaged, and continues to suffer damages.
32. If DEFENDANT maintains a qualified Informal Dispute Resolution Mechanism, PLAINTIFF has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by the MAG-MOSS ACT §2310 (a) and rules promulgated thereunder.
33. Pursuant to the MAG-MOSS ACT §2310 (d)(2), PLAINTIFF seeks all Costs, including Attorney’s fees and expert witness fees.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The “purchase price” of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney’s fees; and
- d. For such other relief as this court deems just and proper.

**COUNT III: VIOLATION OF THE
MICHIGAN UNIFORM COMMERCIAL CODE**

34. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
35. The **MICHIGAN UNIFORM COMMERCIAL CODE** is codified at MCL §440 *et. seq.* and is another set of laws that governs this case.
36. The defects and/or conditions exhibited by the Vehicle constitute DEFENDANT’s breach of its contractual and statutory obligations to PLAINTIFF, including but not limited to the following:
 - a. Express Warranty;
 - b. Implied Warranty of Merchantability; and
 - c. Implied Warranty of Fitness for a Particular Purpose.
37. At the time of delivery of the Vehicle to the PLAINTIFF and at all times subsequent hereto, PLAINTIFF has justifiably relied on DEFENDANT’s express and implied warranties, obligations and representations with regard to the Vehicle.
38. At the time of delivery of the Vehicle and at all times subsequent thereto, DEFENDANT was aware that PLAINTIFF was relying on DEFENDANT’s express and implied warranties, obligations, and representations with regard to the Vehicle.

39. PLAINTIFF discovered that the Vehicle had defects and problems only AFTER PLAINTIFF purchased the Vehicle.
40. PLAINTIFF has provided the DEFENDANT with sufficient opportunities to repair or replace the Vehicle.
41. DEFENDANT, and/or its authorized dealer(s) and agent(s), has failed to adequately repair the Vehicle and/or has not repaired the Vehicle in a timely fashion, and the Vehicle remains in a defective condition.
42. PLAINTIFF has incurred damages as a direct and proximate result of the failure of the essential purpose of DEFENDANT's express and implied warranties, obligations, and representations with regard to the Vehicle.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper.

**COUNT IV: VIOLATION OF
MICHIGAN CONSUMER PROTECTION ACT**

43. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
44. The **MICHIGAN CONSUMER PROTECTION ACT** is codified at MCL §445.901 *et. seq.* is commonly known as, and will hereinafter be referred to as, the "CPA."
45. PLAINTIFF is a "Person" within the meaning of the CPA §445.902(c).
46. DEFENDANT is engaged in "Trade or Commerce" as defined in the CPA §445.902(d).

47. DEFENDANT has engaged in unlawful, unfair, unconscionable or deceptive methods, acts or practices in violation of the CPA, including but not limited to:

(a) DEFENDANT has represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status affiliation, or connection that he does not have.

(b) DEFENDANT has represented that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another.

(c) DEFENDANT has disclaimed the implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed.

(d) DEFENDANT has made gross discrepancies to the PLAINTIFF between the oral representations and written agreements covering the same transaction relative to the Vehicle and the DEFENDANT failed to provide the promised benefits to PLAINTIFF with regard thereto.

(e) DEFENDANT has failed to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The “purchase price” of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney’s fees; and
- d. For such other relief as this court deems just and proper.

COUNT V: BREACH OF CONTRACT

48. PLAINTIFF hereby incorporates by reference all statements and allegations above as if fully set forth herein.
49. PLAINTIFF considered DEFENDANT's express and implied warranties material to her decision to purchase the Vehicle at issue in this case.
50. DEFENDANT's express and implied warranties were material provisions of the contract PLAINTIFF signed for the purchase of the Vehicle.
51. PLAINTIFF has performed all of her obligations and duties under the contract she signed to purchase the Vehicle.
52. DEFENDANT has breached its contractual obligations to PLAINTIFF by not performing required repairs to the Vehicle, or by not replacing the Vehicle.
53. PLAINTIFF has suffered damages as a result of DEFENDANT'S breach of contract;
54. PLAINTIFF has mitigated her damages as much as possible;
55. DEFENDANT's breach of its warranties is a foreseeable consequence of PLAINTIFF'S damages.

WHEREFORE, PLAINTIFF respectfully prays for:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and
- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper

WHEREFORE, PLAINTIFF respectfully prays for the following:

- a. The "purchase price" of the Vehicle as defined by the Michigan Lemon Law; and

- b. Rescission and Revocation of the Purchase Contract; and
- c. Costs, including expert witness fees and reasonable attorney's fees; and
- d. For such other relief as this court deems just and proper

Dated: October 18, 2006

Respectfully submitted by:

KAHN & ASSOCIATES, L.L.C.



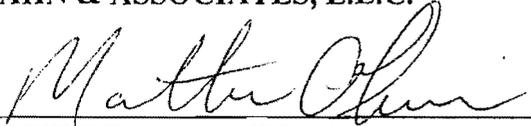
MATTHEW M. OLIVERI (P68354)
22260 Haggerty Road, Suite 250
Northville, MI 48167
Phone: (888-536-6671)
Fax: (888-868-6671)

JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs, which are reserved for determination by the Court in the event that PLAINTIFF prevails at a trial on the merits.

Dated: October 18, 2006

KAHN & ASSOCIATES, L.L.C.

A handwritten signature in cursive script, appearing to read "Matthew Oliveri", written over a horizontal line.

MATTHEW M. OLIVERI (P68354)

22260 Haggerty Road, Suite 250

Northville, MI 48167

Phone: (888-536-6671)

Fax: (888-868-6671)



KAHN & ASSOCIATES, L.L.C.
ATTORNEYS AT LAW

55 Public Square • Suite 650 • Cleveland Ohio 44113

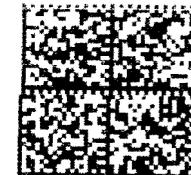
CERTIFIED MAIL™



7004 1350 0002 6442 9627

7 JUN 11 11:03 AM
7 JUN 11 11:03 AM
7 JUN 11 11:03 AM

Ford Motor Company
c/o Peter J. Sherry
One American Road
Dearborn, Michigan 48126



US POSTAGE
\$ 00.87
FIRST CLASS
Mailed From 44113
11/20/2006
031A 0002303019



US POSTAGE
\$ 03.18
Mailed From 44113
12/18/2006
031A 0002303019



US POSTAGE
\$ 00.87
FIRST CLASS
Mailed From 44113
01/09/2007
031A 0002303019



All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]
Reason Desc: DRP-VEHICLE REPURCHASE-REPLACEMENT REQUEST Secondary Phone: [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 33302 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 08/24/2006 Action Time: 16.00.23.494 Action Data: No

Comments NEW CASE: FRD0659596. REPRESENTED BY J. DANIEL SCHARVILLE OF KAHN & ASSOCIATES.
PROBLEMS: DEFECTIVE ENGINE,DEFECTIVE ELECTRICAL SYSTEM,DEFECTIVE HVAC SYSTEM.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 33302 MI Comm Type: MAIL
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
Action Date: 08/24/2006 Action Time: 16.00.28.973 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE
RESOLUTION PROGRAM
Odometer: 33302 MI Comm Type: OUTBOUND EMAIL-
OTHER
Analyst Name: CASE, Analyst: BCASE1
BETH (B.A.)
Action Date: 08/25/2006 Action Time: 10.56.30.275 Action Data: No

Comments ZM AND DEALER REPORT SENT.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 33302 MI Comm Type: MAIL
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
Action Date: 09/11/2006 Action Time: 16.00.33.162 Action Data: No

Comments HEARING SCHEDULED ON 09/26/06 AT 10:00 AM

Action: ARBITRATION DECISION-DENIAL
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 33302 MI Comm Type: MAIL
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25
Action Date: 10/05/2006 Action Time: 16.00.34.321 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION

Dealer: 02709 TOM HOLZERFORD, INC.

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 33302 MI

Comm Type: MAIL

Analyst Name: PATTERSON, DONNA

Analyst: D-PATT25

Action Date: 10/20/2006

Action Time: 11.00.20.098 **Action Data:** Yes

Comments DATE OF REJECTION 10/20/06 ARBITRATED RESULTING IN A DENIAL

Data Element Name

Data Value

DATE OF REJECTION

10/20/06

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
 Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
 Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP Primary Phone [REDACTED]
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD
 Dealer: 02709 TOM HOLZERFORD, INC.
 Odometer: 33302 MI Comm Type: INBOUND MAIL-OTHER
 Analyst Name: LEICH, CHERIE Analyst: CLEICH
 Action Date: 08/24/2006 Action Time: 11.57.53.696 Action Data: Yes

Comments *****ATTORNEY DEMAND*****DATE STAMPED 8-24-06. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR ENGINE, ELECTRICAL AND HVAC CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KAHN & ASSOCIATES
ATTORNEY NAME	J. DANIEL SCHARVILLE
ATTORNEY PHONE NUMBER	2166216101
ANALYST ID	MKLEMMER

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 02709 TOM HOLZERFORD, INC.
 Odometer: 33302 MI Comm Type: OUTBOUND FAX-OTHER
 Analyst Name: KLEMMER Analyst: MKLEMMER
 MARCIE
 Action Date: 08/25/2006 Action Time: 10.20.33.069 Action Data: No

Comments ,

Action: CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 02709 TOM HOLZERFORD, INC.
 Odometer: 33302 MI Comm Type: OUTBOUND FAX-OTHER
 Analyst Name: KLEMMER Analyst: MKLEMMER
 MARCIE
 Action Date: 08/25/2006 Action Time: 14.16.50.560 Action Data: No

Comments PENDING BBB CASE.

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: CLUTCH FUNCTION Primary Phone [REDACTED]
Reason Desc: DRP-LEASE TERMINATION REQUEST Secondary Phone [REDACTED]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CANCEL

Action: OPEN - PENDING ELIGIBILITY
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 32000 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 07/24/2006 Action Time: 16.00.23.310 Action Data: No

Comments NEW CASE: FRD0654937. PROBLEMS: TRANS FUNCTIION VEH WOULDNT MOVE.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 32000 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 07/25/2006 Action Time: 11.00.26.439 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 32000 MI Comm Type: EMAIL
Analyst Name: DAVIS,RUTH Analyst: RDAVIS96
Action Date: 07/25/2006 Action Time: 11.21.17.360 Action Data: No

Comments SENT EMAIL

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 32000 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 07/28/2006 Action Time: 16.04.08.296 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 32000 MI Comm Type: MAIL
Analyst Name: GRESS, JEFF Analyst: J-GRESS1
Action Date: 08/10/2006 Action Time: 16.00.33.424 Action Data: No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: AUTO TRANS NO ENGAGEMENT Primary Phone: [REDACTED]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 07/24/2006

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 31861 MI Comm Type: PHONE
Analyst Name: ROLANDO GARCIA (RGARC131) Analyst: RGARC131
Action Date: 07/10/2006 Action Time: 08.38.52.890 Action Data: No

Comments CUSTOMER SAID: -CUST SAYS THAT HE LEASED THIS VEHICLE IN 2004.-SAYS THAT THE VEHICLE HAS DEVELOPED A TRANSMISSION PROBLEM.-CUST SAYS THAT THE CAR DOES NOT MOVE.-SAYS THAT HE WROTE A LETTER IN 2005 AND HE NEVER RECEIVED ANYTHING FROM FORD.-CUST SAYS THAT RECENTLY THE PROBLEM OCCURRED AGAIN.-SAYS THAT HE TOOK IT TO PLEASANT FORD TO HAVE IT REPAIRED.-CUST SAYS THAT HE HAS NO CONFIDENCE IN THIS VEHICLE WANTS TO HAVE FORD REPLACE IT.-WANTS FORD TO CANCEL HIS LEASE AGREEMENT.DEALER SAID: -NONETOM HOLZER FORD39300 WEST TEN MILE FARMINGTON HILLS, MI 48335TEL: (248) 474-1234CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR MARKET TEAM. YOU WILL BE CONTACTED BY A FORD REPRESENTATIVE TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY. *** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.=====OBC TO DLR.-VERIFIED BY SM DEAN SHORT THAT THERE HAS BEEN 3 REPAIR ATTEMPTS ON THE TRANSMISSION.-SM SAYS THAT HE IS GOING TO CONTACT HIS REP TODAY OR TOMORROW REGARDING THIS ISSUE TO SEE WHAT WILL BE POSSIBLE TO DO.-ADVISED CUST HE SHOULD RECEIVE CALLBACK IN 2-5 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION
Odometer: 31861 MI Comm Type: PHONE
Analyst Name: COREEN O'KEEFE (COKEEFE5) Analyst: COKEEFE5
Action Date: 07/24/2006 Action Time: 08.44.42.650 Action Data: No

Comments 1ST LEVEL ESCALATION TL COREEN 1203***IBC CUST***--ADVISE CRC POSITION IN VEH REPLACEMENT REQUESTS--ADVISE WILL RE-ESCALATE FOR CUST AND CALL BACK BY COB 7/28 IF NO ONE HAS BEEN IN CONTACT WITH HIM,

Action: AWA P01 OFFER - ACCEPTED BY CUSTOMER
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION
Odometer: 31861 MI Comm Type: OTHER
Analyst Name: BRIAN BREWER (BBREWER1) Analyst: BBREWER1
Action Date: 07/24/2006 Action Time: 11.53.09.700 Action Data: No

Comments ZM WILL MEET WITH CUSTOMER AT DEALERSHIP TODAY TO DISCUSS GOODWILL ASSISTANCE TOWARD RESTORING FAITH IN VEHICLE. VEHICLE CURRENTLY REPAIRED.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION
Odometer: 31861 MI Comm Type: PHONE
Analyst Name: COREEN O'KEEFE (COKEEFE5) Analyst: COKEEFE5
Action Date: 07/24/2006 Action Time: 13.28.04.144 Action Data: No

Comments --ZM TO MEET WITH CUST. NO FURTHER F/U REQUIRED FROM CRC

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: [REDACTED] [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: [REDACTED] Primary Phone: [REDACTED]
Reason Desc: CALLBACK ESCALATION - 1ST -REGION Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: 1ST - CALLBACK ESCALATION TO TEAM LEADER
Dealer: [REDACTED] Origin Desc: US CONCERN CASE BASE
Odometer: 32000 MI Comm Type: PHONE
Analyst Name: ARNOLDI (RARNOL27),RANDAL Analyst: RARNOL27
Action Date: 07/24/2006 Action Time: 08.36.51.165 Action Data: No

Comments CUSTOMER SAID: -CUST IS CALLING BECAUSE NO ONE HAS CALLED HIM BACK ON HIS VEH
REPLACEMENT REQUEST DEALER SAID: TOM HOLZER FORD39300 WEST TEN MILE FARMINGTON HILLS, MI
48335 TEL: (248) 474-1234-NONECRC ADVISED: I APOLOGIZE THAT WE HAVE NOT MET YOUR EXPECTATION.
PLEASE HOLD WHILE I ESCALATE YOU TO MY MANAGER.*****-ADVISED CUST AS TO
ABOVE AND CONTACTED TL COREEN AND TRANSFERRED THE CALL

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: Primary Phone: [REDACTED]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - MAILED HALLMARK CARD
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR
Odometer: 1 MI Comm Type: MAIL
Analyst Name: HARBAJAN TRICIA Analyst: THARBAJA
Action Date: 09/09/2005 Action Time: 19.11.31.671 Action Data: No

Comments CUSTOMER SAID: LETTER DATED AUG 29/05=VEH HAS DEVELOPED 2 MAJOR PROBLEMS CONCERNING WHEEL NOISE AND FAULTY TRANSMISSION=WHEEL NOISE WAS FIXED BY TOM HOLZER WHEN THEY HAD CHANGED THE BEARING=VEH HAS BEEN TO DLRSH 3 TIMES FOR TRANSMISSION CONCERN=SEEKING VEH REPLACED BY FMCCRC ADVISED: CUSTOMER FOCUS - MAILED HALLMARK CARD AS THERE WAS NO ANSWER OR VOICEMAIL

Action: CUSTOMER FOCUS - LEFT MESSAGE TO CALLBACK
Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR
Odometer: 1 MI Comm Type: SURVEY
Analyst Name: HILL CHRISTOPHER Analyst: CHILL79
Action Date: 11/18/2005 Action Time: 18.15.29.895 Action Data: No

Comments CUSTOMER SAID: 1-1H30-6611/16/2005-VP SURVEY -CUST TOOK VEH TO TOM HOLZER FORD 3 TIMES FOR SAME ISSUE WHICH STILL EXISTS -CUST SEEKING RESOLUTIONDEALER SAID: -NONECRC ADVISED: CUSTOMER FOCUS - LEFT MESSAGE TO CALLBACK

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: Primary [REDACTED]
Reason Desc: CORRESPONDENCE - WORK IN PROGRESS Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CUSTOMER FOCUS - WIP

Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR
Odometer: 1 MI Comm Type: MAIL
Analyst Name: HARBAJAN TRICIA Analyst: THARBAJA
Action Date: 09/09/2005 Action Time: 19.08.36.222 Action Data: No

Comments CUSTOMER SAID: LETTER DATED AUG 29/05=VEH HAS DEVELOPED 2 MAJOR PROBLEMS CONCERNING WHEEL NOISE AND FAULTY TRANSMISSION=WHEEL NOISE WAS FIXED BY TOM HOLZER WHEN THEY HAD CHANGED THE BEARING=VEH HAS BEEN TO DLRSH 3 TIMES FOR TRANSMISSION CONCERN=SEEKING VEH REPLACED BY FMCCRC ADVISED: CUSTOMER FOCUS - WIP

Action: CUSTOMER FOCUS - WIP

Dealer: Origin Desc: MANUAL - CORRESPONDENCE CSR
Odometer: 1 MI Comm Type: SURVEY
Analyst Name: MANJOO DEREK Analyst: DMANJOO1
Action Date: 11/16/2005 Action Time: 22.50.24.856 Action Data: No

Comments CUSTOMER SAID: -VP SURVEY -CUST TOOK VEH TO TOM HOLZER FORD 3 TIMES FOR SAME ISSUE WHICH STILL EXISTS -CUST SEEKING RESOLUTIONCRC ADVISED: CUSTOMER FOCUS - WIP

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
 Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
 Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: RENTAL/LOANER - RENTAL/LOANER REQUEST Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED
 Initial Customer Contact: 09/02/2005

Action: PROVIDE CUST WITH APPROPRIATE RESPONSE
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS
 Action Date: 08/26/2005 Action Time: 16.28.31.528 Action Data: No

Comments CUSTOMER SAID: -LATELY VEH BACK 3 TIMES FOR PROBLEM WITH TRANY-THIS MORNING VEH TOWED TO DLR-DLR ADVISED LOANER AVAILABLE FOR ONLY 3 DAYS-FEELS SHOULD HAVE VEH FOR ENTIRE TIME VEH WITH DLR-WANTS TO KNOW WHAT CAN BE DONE FOR RENTAL VEH-VEH WAS ONLY AT DLR 2/3 DAYS EARLIER AND WAS REPAIRED AND NOW ITS TRANY-NOTICED VEH WOULDNT VEH WHEN PRESS ACCELERATOR/NO ACCELERATIONDEALER SAID: SELLING DLRTOM HOLZER FORD39300 WEST TEN MILEFARMINGTON HILLS, MI 48335TEL: (248) 474-1234-SPOKE WITH TOM/PATRICK-NO TITLE-DLR ADVISED LOANER IS FOR 3 DAYS ONLY SO WILL BE OVER ON MONDAY AND WONT GET TO VEH UNTIL MON/TUES-POSSIBLY TRANY PROBLEMCRC ADVISED: I WOULD LIKE TO RESEARCH THIS SITUATION FURTHER ON YOUR BEHALF TO ENSURE YOUR REQUEST RECEIVES PROPER CONSIDERATION. IS THERE A TIME THAT IS MOST CONVENIENT FOR ME TO CONTACT YOU?-OBC TO DLR-SPOKE WITH DEAN S/M-DEAN EXPLAINED WILL CALL BACK ONCE KNOWS LENGTH OF REPAIR/ETC RE RENTAL-CRC PROVIDED CALL BACK #/EXT-CRC ADVISED CUST THAT HAS 3 DAYS RENTAL AND THAT ADDITIONAL RENTAL COVERAGE ISNT MANDATORY AS CUST STATED IS FORDS RESPONSIBILITY/EXPLAINED RENTAL CARE ESP-CRC ALSO EXPLAINED THAT IF ASSISTING WILL BE REIMBURSEMENT THEREFORE CUST WILL BE PAYING UPFRONT AS CUST STATED WANTED TO BE CONTACTED SOONER-WILL FOLLOW UP ON TUES AUG 30 BETWEEN 3-4PM EST AT 3132227320

Action: OUTBOUND CALL TO DEALER
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: MANUAL - PHONE CSR
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS
 Action Date: 08/30/2005 Action Time: 15.10.21.279 Action Data: No

Caller Information If Different From Vehicle Owner:

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

Comments CRC ADVISED: -OBC TO DLR-SPOKE WITH DEAN S/M-DEAN EXPLAINED THAT NEED TO LOOK INTO AND CALL ME BACK/LEAVE MESSAGE

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: MANUAL - PHONE CSR
 Odometer: 22000 MI Comm Type: PHONE
 Analyst Name: EBANKS SHELENE Analyst: SEBANKS
 Action Date: 08/30/2005 Action Time: 17.00.11.166 Action Data: No

Comments CRC ADVISED: -OBC TO CUST AT [REDACTED]-LEFT MESSAGE ADVISING CONTINUING TO LOOK INTO AND WILL CALL BACK TOMORROW BETWEEN 3-4PM EST

Action: FORD COVERED REPAIR MADE - WARRANTY

Dealer: 02709 TOM HOLZERFORD, INC.

Origin Desc: DEALER

Odometer: 22000 MI

Comm Type: VISIT

Analyst Name: DEAN SHORT

Analyst: D-SHORT5

Action Date: 09/22/2005

Action Time: 12.09.05.380

Action Data: No

Comments CUSTOMER HAD CONTACTED CAC WE GAVE CUSTOMER 3 DAY LOANER AS GOODWILL TOWARD S
REPAIRS ADVISE ANY QUESTIONS CALL [REDACTED]

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMZA58244E [REDACTED] Year: 2004 Model: FREESTAR Case: 593122385
Name: MR [REDACTED] Owner Status: Original WSD: 2004-02-10
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 09/14/2005

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: HAINSEL ,PAMELA Analyst: PHAINSEL
Action Date: 09/14/2005 Action Time: 09.48.22.624 Action Data: No

Comments CUSTOMER SAID: -WANTS TO KNOW WHY HE WAS NOT CALLED BACK -THE POSTCARD IMPLIED THAT SEVERAL ATTEMPTS HAD BEEN MADE TO CONTACT CUST AND ONLY ONE TIME HAS AN ATTEMPT BEEN MADE TO REACH HIM-WANTS REPLACEMENT VEHDEALER SAID: -NONETOM HOLZER FORD39300 WEST TEN MILEFARMINGTON HILLS, MI 48335TEL: (248) 474-1234CRC ADVISED: I AM FORWARDING A COPY OF YOUR COMMENTS AND VEHICLE REPLACEMENT REQUEST TO YOUR DEALERSHIP SO THEY MAY ATTEMPT TO RECTIFY THIS CONCERN. YOUR REQUEST WILL ALSO BE REVIEWED BY THE FORD REGIONAL REPRESENTATIVE WHO WILL DISCUSS THE SITUATION WITH THE SERVICE MANAGER OF YOUR DEALERSHIP. YOU WILL BE CONTACTED IN REGARDS TO POSSIBLE NEXT STEPS ONCE THEY HAVE COMPLETED REVIEWING THIS SITUATION. *** NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS AND IT COULD BE THE SERVICE MANAGER CALLING.*****ADVISED CUST OF ABOVE

Action: FORD COVERED REPAIR MADE - WARRANTY
Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: FIELD ORGANIZATION
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: BRIAN BREWER (BBREWER1) Analyst: BBREWER1
Action Date: 09/14/2005 Action Time: 12.35.25.515 Action Data: No

Comments ZM SPOKE TO CUSTOMER AT SECONDARY PHONE NUMBER AND ADVISED THAT IT IS FORD MOTOR POLICY TO REPAIR VEHICLES UNDER WARRANTY, NOT REPLACE. CONFIRMED WITH SM AT DEALERSHIP THAT THE REPAIR IS COMPLETE AND VEHICLE HAS BEEN RETURNED TO CUSTOMER.

Ford Confidential



[REDACTED]
Yardley, PA [REDACTED]
[REDACTED]
Fax [REDACTED] 6
March 17, 2010

Alma Taylor
Claims Analyst
Office of the General Counsel
Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, MI 48121-0070

MAR 23 2010 *JW*

Re: 2004 Ford Freestar Transmission Failure
NHTSA Investigation No. EA09-016
2004-05 Ford Freestar/Mercury Monterey Transmission Defect

Dear Ms. Taylor:

This will respond to your request (copy attached) for information regarding the product defect failure of my 2004 Ford Freestar, VIN 2FMDA51654B [REDACTED]. To be brief, the vehicle suffered precisely the failure NHTSA is now investigating. The failure caused a four-car pileup. I had McCafferty Ford, the Ford dealer that performed the transmission analysis and repair, save the output shaft and the torque convertor of the transmission. I previously offered Ford, in writing, the opportunity to inspect those parts; I assume either Ford did so, or decided no further examination was necessary based on the McCafferty Ford findings.

Re your request for a recitation of events: On December 9, 2009, I was driving east at steady highway speed on Route 440 in New Jersey, just beginning the transit into Staten Island on the Outerbridge Crossing. My whole family was with me; we were on our way to JFK Airport to take a Christmas vacation overseas. The vehicle had never had a hint of transmission trouble before. The vehicle's engine RPM suddenly raced while the forward momentum lagged; when I lifted off the accelerator the RPMs dropped to normal. The engine continued to run fine, but the transmission no longer provided any forward power. I tried pressing the accelerator again; no power. I tried shifting it to neutral and then back to drive; still no power. The vehicle slowed due to the upward grade of the bridge. As there was no shoulder to pull off onto, I drifted to a stop in the right hand lane. The Outerbridge Crossing has a slight curve to the left on the New Jersey side, which tends to limit visibility to traffic behind, which was of course traffic bearing down at 50+ MPH. This extraordinarily dangerous situation then caused a four-car accident; my vehicle was not badly damaged (rear bumper impact; slight scrapes to the side by the tow truck's efforts to move it), but the vehicle immediately behind mine was a total loss, and the occupants taken to the hospital. My Freestar would have still been driveable, had the transmission not failed.

The Port Authority Police summoned their tow vehicle, which pushed my car over and off the bridge (slightly damaging the side squeezing by to do so; it was unavoidable, given the way the vehicles were positioned after the impact). They called a nearby towing company, S&F Towing, to remove the Freestar from the toll plaza area; S&F did so. Meanwhile, we had to call for a taxi to take us and our luggage to the airport, since our minivan had stranded us. Upon our return, I also had to rent a car at JFK to get the family and luggage home; after returning home and unloading, I then had to drive the car back to the airport (refueling it to return it full of gasoline), then take a train home, then have my wife pick me up at the train station.

I had S&F tow the Freestar to McCafferty Ford, my closest Ford dealer, the only Ford dealer I use. I contacted Steven McHenry at the National Highway Traffic Safety Administration, who described to me the defect under investigation (stripping of the output shaft splines where it meets the torque convertor). He asked me to have McCafferty do a teardown and analysis. I did, without suggesting to McCafferty what I expected them to find. At the same time I wrote to Ford, informed Ford that my vehicle had suffered this same defect, informed your representative that the vehicle was at McCafferty Ford, and suggested that Ford engineering independently inspect the parts.

McCafferty Ford's analysis independently found that the cause of the transmission failure had been stripping of the output shaft splines, where it met the torque convertor. Indeed, when I came in to the dealership, the service manager showed me the parts and how they had failed. I asked for the defective parts; the manager (Gerry Young) informed me that Ford required McCafferty to keep the parts to return to Ford with the core. I asked him to hold on to the shaft and convertor to give Ford Engineering a chance to inspect them, and he agreed to do so. I then wrote to Ford a second time, suggesting again that if they wanted to inspect the failed parts, they should contact McCafferty as soon as possible.

I heard that Ford's early response to the NHTSA investigation was that this failure presents no safety hazard, since the vehicles could still be steered and braked safely. With all due respect to Ford, that argument is preposterous. Virtually every suspension bridge, girder bridge, and tunnel in America presents a situation exactly the same as the one we were in: high speed and no shoulders. In any of these places, and there are hundreds of them, this transmission failure leaves the vehicle dead in the road, with no escape and with traffic bearing down at high speed. Many tunnels, such as the Detroit-Windsor tunnel, have sharp curves inside, making a stationary vehicle even more dangerous. I had four members of my family in that minivan. We could easily have been badly injured or killed. In my particular accident, the car that struck mine was alert enough to slow down, but was in turn crushed by a high-speed hit from the next vehicle.

With regard to your items requested, the description of the incident is above. A copy of the police report is attached. Color photographs of the exterior of the vehicle are attached; photographs of the interior are superfluous, since it was not damaged. A copy of the repair invoice is attached, showing the cause of failure. I have records showing the transmission fluid and filter were changed at 32,455 miles, 64,502 miles, 92,021 miles, and 124,342 miles. I have filled out the other items on your letter form.

The itemization of damages and expenses is:

Transmission replacement (costs include teardown and analysis of the failure)	\$3960.58
Vehicle body repair (includes replacing destroyed parking sensors)	\$2051.00
S & F Towing (Towed from accident site, storage, tow to Ford dealer)	\$424.61
Taxi from accident site to JFK airport (destination)	\$132.00
Rental car JFK to home	\$206.00
Gasoline for rental car	\$17.00
Train ticket (to get home after returning rental car)	\$14.75
Telephone calls to deal with accident, tow, repair	\$20.00
Total	\$6806.38

The transportation expenses were incurred, of course, because with an inoperative transmission my Freestar was not able to complete the trip we were taking to the airport, nor to bring us back home afterwards. I have not requested reimbursement for tolls, since we would have incurred them on the way home in any event. Proofs of payment are attached for everything except the phone calls (that number is an estimate).

In response to your letter's statement that "Ford Motor Company insists that all components claimed to be defective are maintained and preserved for trial," I reiterate that they were. I left the defective parts in the custody of McCafferty Ford, Ford's agent for repairs. I notified Ford headquarters, twice, in writing, where the defective parts were and suggesting that Ford Engineering examine them itself. If Ford has not done so, the fault lies wholly with Ford.

In addition to reimbursement for the expenses, I request that Ford provide me with an unlimited warranty on the replacement transmission (which, of course, I bought from Ford and had your dealer install). I like the Freestar, I intend to keep it for a lot longer (since Ford no longer makes a minivan), and I don't want to have it suffer the same defect again. You see, it's not that I hate Ford. I've been a loyal Ford man ever since my first car (a 1970 Maverick). But Ford needs to do the right thing here.

Sincerely,

██████████



PRIVILEGED & CONFIDENTIAL

Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

January 28, 2010

██████████
██████████
Yardley, PA ██████████

RE: 2004 Ford Freestar

Dear Mr. ██████:

Recently the Office of the General Counsel of Ford Motor Company was made aware of your recent contact with McCafferty Ford in regards to the above vehicle. We thank you for the opportunity to address this concern in a timely manner.

If you have turned any portion of this matter over to your insurance company, and should you or your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company and/or you contact us in writing to the address noted above notifying us of their intent to pursue subrogation, or your intent to pursue a claim directly.

In order to evaluate this matter, we request that you provide us with all the following information by completing and returning this form:

- 1. Attach on a separate piece of paper a complete description of the incident, including events that occurred prior to and subsequent to the loss.
- 2. A copy of the police and/or fire report.
- 3. Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), **from several different angles.**
- 4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- 5. Original color photographs of the accident scene showing the grade of the road.
- 6. Attach a copy of your expert's report and the expert's original photographs.
- 7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and **copies of draft payments.**
- 8. A complete service history for the subject vehicle, including any tune-ups or oil changes.

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

- 9. What was the **city, state** and **date** of occurrence:
Outerbridge Crossing, Perth Amboy, NJ, 12/9/09
- 10. The 17 digit vehicle identification number:
2FMDAS1E54B ██████████

11. What was the mileage at time of occurrence:
137,177
12. What is the alleged defect:
Nothing "alleged" about it: Stripped splines where output shaft engages
13. Has the alleged defective part been repaired or replaced? (circle one) Yes or No ^{torque converter}
No See McCafferty Ford Invoice
14. List all after market additions or modifications that were made to the vehicle:
None
15. Was the engine running? (circle one) Yes or No
16. Were the keys in the ignition? (circle one) Yes or No
17. Was this vehicle purchased new or used:
USED
18. If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: 5/23/06; 79,968 miles; Nationwide Insurance (executive fleet vehicle)
19. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
My possession (Yardley, PA)
20. Has an insurance company been advised of this incident? Yes No
If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number. No claim made since no collision coverage on vehicle.
21. What are you seeking from Ford Motor Company in this matter?
See Itemized expense list. I also want an unlimited warranty on the replacement (Ford) transmission against the same defect

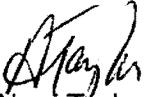
Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you

claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. Nevertheless, you can submit a written request, in advance, from Ford Motor Company for a written waiver that Ford Motor Company will forego this inspection. Under all circumstances, Ford Motor Company insists that all components claimed to be defective are maintained and preserved for trial.

Sincerely,



Alma Taylor
Claims Analyst

McCafferty

LANGHORNE • PA



FOCS224452



FOCS224452

Since 1954

1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

15011FOCS224452

CELL: [REDACTED]

294381

GERRY YOUNG

2542

1620

01/13/10

FOCS224452

[REDACTED]
YARDLEY, PA [REDACTED]

137,177 RED/

04/FORD TRUCK/FREESTAR/WGN SE

04/14/04

Z F M D A 5 1 6 5 4 B [REDACTED]

FMC

03/30/04

01/05/10

MO: 137177

215-428-2502

JOB# 1 CHARGES.....

LABOR.....
J# 1: 04FOZD TRANSMISSION DIAG TECH(S): 2411 0.00

CUST STATES VEHICLE LOST FORWARD MOTION, ENGINE RPM'S WENT UP, NEED SPECIFIC CAUSE OF FAILURE

DIAG AND TEAR DOWN TO FAILED PART...\$781.56
 REPLACE TRANS.....\$2568.38
 REPLACE BROKEN EXH MANIFOLD BOLTS
 --AND SUBFRAME BOLT.....\$386.46
 ..SUB-TOTAL.....\$3736.40
 ..SALES TAX.....\$224.18
 ..TOTAL.....\$3960.58

NO FWD OR REVERSE, NO CODES, NO LINE PRESSURE, FLUID IS BURNT, FLUID IS OVER FILLED, REMOVED UNIT, SPUN L/F SUB-FRAME BUSHING, BROKE 2 EXHAUST MANIFOLD STUDS (RUSTED) FOUND TURBINE SHAFT SPINS IN TORQUE CONVERTER COAUSING LACK OF PUMP PRESSURE, SPLINES ON SHAFT WORN OFF, OVERHAUL COST DICTATES REPLACING UNIT.

JOB# 1 TOTALS.....

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES.....

LABOR.....
J# 2: 01FOZ99P MULTI-POINT TECH(S): 2411 0.00

MULTI-POINT INSPECTION SPECIAL
 Perform multi-point inspection A11

JOB# 2 TOTALS.....

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

ESTIMATE.....

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

COMMENTS.....
TOW IN

S & F TOWING
39 A WINANT PLACE
STATEN ISLAND , NY 10309
718-317-0212
3899000000901000

Merchant ID: 028100100092
Term ID: 001

Ref #: 002

Sale

XXXXXXXXXXXX2411

MASTERCARD

Entry Method: Manual

01/05/10

15:32:03

Inv #: 000002

Appr Code: 005968

Apprvd: Online

Batch#: 000391

AVS Code: ZIP MATCH Z

Total: \$ 424.61

Customer Copy
THANK YOU!
PLEASE COME AGAIN!

Transaction Date: 12/26/2009 Sat
Transaction Description: [REDACTED]
Location Date
Rental: [REDACTED]
Return: [REDACTED]
Agreement Number: [REDACTED]
Renter Name: [REDACTED]
Cardmember Name: [REDACTED]
Amount \$: 206.44
Doing Business As: [REDACTED]
Merchant Address: SEND ALL MAIL TO
CORR./FIN. ADDRESS
GARDEN CITY
NY
GARDEN CITY
[REDACTED]
UNITED STATES
Reference Number: [REDACTED]
Category: Travel - Vehicle Rental

Transaction Date: 12/26/2009 Sat
Transaction Description: [REDACTED] E
AUTO FUEL DISPENSER
Cardmember Name: [REDACTED]
Amount \$: 17.00
Billing Business No.:
Merchant Address: [REDACTED]
TULSA
OK
TULSA
[REDACTED]
UNITED STATES
330026007627644
Category: Transportation - Fuel

Transaction Date: 12/26/2009 Sat
Transaction Description: [REDACTED]
Description Price
GENERAL MERCH 0.14
Cardmember Name: [REDACTED]
Amount \$: 14.75
Doing Business As: [REDACTED]
Merchant Address: [REDACTED]
NEWARK
NJ
NEWARK
[REDACTED]
Reference Number: [REDACTED]
Category: Transportation - Rail Services

from,
orange
you
to: ally
sa:
it
was
reprinted

Monterey transmission defect

11.25.2009

Autolog: NHTSA opening probe into Ford Freestar/Mercury Monterey transmission defect



The National Highway Traffic Safety Administration (NHTSA) is investigating hundreds of reports that 2004-2005 Ford Freestar and Mercury Monterey minivans are fitted with defective transmissions that could dangerously fail without warning.

Most alarming is that many of the transmissions reportedly fail at highway speeds. In a common complaint, the engine will suddenly surge and then all power is immediately lost. The vehicle is forced to coast powerlessly to a safe spot out of the flow of traffic. Angry owners have flooded message boards to report incidents of transmission failures which leave them stranded and stuck with \$3,500 repair bills.

To date, there have been 654 customer complaints and 2,791 warranty claims. However, according to NHTSA, as many as 205,000 vehicles may be affected. The investigation, expected to take a year, will focus on the torque converter output shaft which drives the wheels. Ford Motor Co. has not yet released an official statement regarding the investigation.

G6 | [Post a Comment](#) | [Email Article](#) | [Share Article](#) | [Print Article](#)
Tagged [2004-2005 Ford Freestar](#), [Mercury Monterey](#), [NHTSA in Articles](#), [AutoBlog](#) | [Permalink](#)

Reader Comments

There are no comments for this journal entry. To create a new comment, use the form below.

SILVERADO

Silverado from Chevy - the most dependable, longest lasting full-size pickups on the road?

EXPLORE SILVERADO

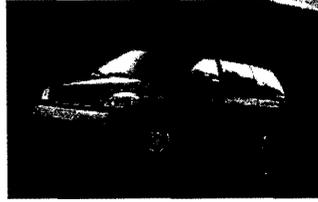
Dependability based on longevity. See July 2009 full-size pickup registrations.

tron,
orange
you
terribly
sad
it
was
repainted

Monterey transmission defect

11.25.2009

Autolog: NHTSA opening probe into Ford Freestar/Mercury Monterey transmission defect



The National Highway Traffic Safety Administration (NHTSA) is investigating hundreds of reports that 2004-2005 Ford Freestar and Mercury Monterey minivans are fitted with defective transmissions that could dangerously fail without warning.

Most alarming is that many of the transmissions reportedly fail at highway speeds. In a common complaint, the engine will suddenly surge and then all power is immediately lost. The vehicle is forced to coast powerlessly to a safe spot out of the flow of traffic. Angry owners have flooded message boards to report incidents of transmission failures which leave them stranded and stuck with \$3,500 repair bills.

To date, there have been 654 customer complaints and 2,791 warranty claims. However, according to NHTSA, as many as 205,000 vehicles may be affected. The investigation, expected to take a year, will focus on the torque converter output shaft which drives the wheels. Ford Motor Co. has not yet released an official statement regarding the investigation.

G6 | [Post a Comment](#) | [Email Article](#) | [Share Article](#) | [Print Article](#)

tagged [2004-2005 Ford Freestar](#), [Mercury Monterey](#), [NHTSA in Articles](#), [AutoBlog](#) | [Permalink](#)

Reader Comments

There are no comments for this journal entry. To create a new comment, use the form below.

SILVERADO

Silverado from Chevy—the most dependable, longest lasting full-size pickups on the road?

EXPLORE SILVERADO

Transaction Date: 12/09/2009 wed
Transaction Description: ISLAND-WIDE CAR&LIMO STATEN ISLAND
TAXICAB & LIMOUSINE
Cardmember Name: [REDACTED]
Amount \$: 132.00
ISLAND-WIDE CAR & LIMO
Merchant Address: [REDACTED]
STATEN ISLAND
NY
STATEN ISLAND
[REDACTED]
UNITED STATES
Reference Number: [REDACTED]
Category: Transportation - Taxis & Coach

SELLINGER'S COLLISION CONCEPTS
 113 WEST BRIDGE STREET
 MORRISVILLE, PA 19067-7116
 OFFICE: 215-736-3600 FAX: 215-736-3609
 SUAREZSELLINGER@AOL.COM TAX ID #86-1156608

CD LOG NO 3447-1 DATE 03/16/10

SHOP: SELLINGER ENTERPRISES, LLC INSP DATE: 03/16/10
 CITY STATE: MORRISVILLE, PA CONTACT: NORMAN SELLINGER

OWNER: [REDACTED]
 CITY STATE: HAWLEY, PA
 ZIP: [REDACTED]

POINT OF IMPACT: 9

TYPE OF LOSS: /DRV

RENTAL ASSISTED: NO
 DAYS TO REPAIR: 4

LIC#: [REDACTED] STATE: PA VIN: 2FMDA51654B [REDACTED]
 BODY COLOR: RED MILEAGE:
 CONDITION: GOOD ACCTNG CTL#:
 DRIVEABLE: YES VEH. INSP#:
 PROD. DATE: 03/04 PAINT CODE: DT

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
LE=REPLACE LOCKS/KEYS	UE=REPLACE OF SUPPLIES	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CC=CHILDWARD	SR=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

2004 FORD FREESTAR SE 4DOOR PASSENGER VAN 6CYL GASOLINE 3.9
 CODE: P0002B/A OF INS D/21CN

OPTIONS:
 TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
 LUGGAGE RACK CRUISE CONTROL

OP GDE	MC DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
BR0207	DOOR SHELL, FRONT	LT BLEND REFINISH				1.5	4
RI0233	MLDG, FRONT DOOR BEL	LT R&I ASSEMBLY				0.3	1
RI0140	MLDG, FRONT DOOR SID	LT R&I ASSEMBLY				0.4	1
RI0229	MIRROR, OUTER R/C	LT R&I ASSEMBLY				0.7	1
I 0287	DOOR SHELL, SLIDING	LT REPAIR				3.5	*1
L 0287	DOOR SHELL, SLIDING	LT REFINISH				2.3	4
E 0251	MLDG, REAR DOOR SIDEL/F	2F2Z1629077AAA	65.75			0.3	1

2004 FORD FREESTAR SE 4DOOR PASSENGER VAN
 CD LOG NO 3447-1

RI0302	HANDLE, SLIDING DR O	LT R&I ASSEMBLY			1.0	1
I 0389	PANEL, QUARTER	LT REPAIR			1.0*	1
L 0389	PANEL, QUARTER	LT REFINISH			3.1	4
RI0533	TAILLAMP ASSEMBLY	LT R&I ASSEMBLY			0.3	1
T 0565	BUMPER, REAR	REPAIR			2.0*	1
L 0565	BUMPER, REAR	REFINISH			1.0	4
E 0586	COVER, REAR BUMPER	3F2Z17K835SAA	287.00		1.0	1
L 0586	COVER, REAR BUMPER	REFINISH			3.1	4
E 0138	BRKT, RR BUMPER SENS	LT 4F2Z15K861CAA	56.03		0.9	1
T 0138 12	BRKT RR BUMPER SENS	LT REFINISH			0.7	4
E 0435	SENSOR, RR BUMPER	LT 3F2Z15K859BA	110.02			1
L M03	FLEX ADDITIVE	REFINISH	6.00*			4
ECM17	COVER CAR EXTERIOR	ECONOMY PART	5.00*		0.2*	4
N M58	CLEAN FOR DELIVERY	ADDNL LABOR OPERA			0.3*	1
CDM00	HAZARD WSTR. REM.	SUBLET REPAIR	3.00*			1
N M66	COLOR, SAND & BUFF	ADDNL LABOR OPERA			0.5*	4

23 ITEMS

MC MESSAGE(S)

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS					527.10
OTHER PARTS					11.00
PAINT MATERIAL					285.20
PARTS & MATERIAL TOTAL					823.30
TAX ON PARTS & MATERIAL @				6.000%	49.40
LABOR	RATE	REPLACE HRS	REPAIR HRS		
1-SHEET METAL	46.00	4.9	6.8		538.20
2-MECH/ELEC	75.00				
3-FRAME	48.00				
4 REFINISH	46.00	11.9	0.5		570.40
5-PAINT MATERIAL	23.00				
LABOR TOTAL					1,108.60
TAX ON LABOR		@		6.000%	66.52
SUBLET REPAIRS					3.00
TAX ON SUBLET		@		6.000%	0.18
TOWING					
STORAGE					
GROSS TOTAL					2,051.00
NET TOTAL					2,051.00

SHOPLINK UI243 ES CD LOG 3447-1 DATE 03/16/10 02:27:21PM R6.3/ CD 02/10
 HOST LOG
 (C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.
 2.5 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

07688

THE PORT AUTHORITY OF NY & NJ
MOTOR VEHICLE ACCIDENT REPORT

FACILITY: SIB NJ NY PAGE NO. 1 OF 5
 ON FACILITY AMENDED REPORT
 OFF FACILITY PHOTOS ATTACHED

24 03
TE REF. NO. 120888 ACCIDENT DATE (MM DD YY) 12 09 09 DATE REPORTED (MM DD YY) 12 01 09
25 01
GRID NO. 000-0046 TIME (24 HOUR) 1500 PA. PROP. DAMG. Yes No

DETAILED LOCATION: Right Lane Eastbound Outerbridge Crossing Perm. Adv. NS
MVA/CN 63-09 CBX YEAR

26 01
Officer's Name (Print) Cal Officer's P.A. Employee No. 42952 Officer's Signature [Signature] # 2354 Did You Witness Accident? Yes No

VEHICLE 1

27 01
Driver's Name (as printed on license) [Redacted] Address [Redacted] Apt. No. [Redacted] City or Town Hawley State PA Zip Code [Redacted]

Driver's License [Redacted] CDL Yes No State of Lic. PA Date of Birth 3/16/40 Sex F Unlicensed Yes No # of Passengers 3 Public Property Damaged Yes No State of Lic. NY

28 04
Date of Birth 3/16/40 Sex F Unlicensed Yes No # of Passengers 3 Public Property Damaged Yes No State of Lic. NY

Owner's Name (exactly as printed on registration) [Redacted] Address (In [Redacted] Apt. No. [Redacted] City or Town Hawley State PA Zip Code [Redacted]

City or Town Hawley State PA Zip Code [Redacted]

State PA Vehicle Year & Make 04 Ford Vehicle Model SW Ins. Code 33538 License Plate No. [Redacted] State NY Vehicle Year & Make 04 Merc Vehicle Model 4050 Ins. Code 011

VIN 2FMDAS1654B Insurance Carrier Liberty Mutual VIN 2MEHM75W3 Insurance Carrier Allstate Ins

Summons/Arrest No. [Redacted] Insurance Expiration Date 12/13/07 Policy Number [Redacted]

Violations [Redacted] Violations [Redacted]

29 04
Towed by: S+P Towed To: Home Towing Authorized by: OWNER

FOR PORT AUTHORITY VEHICLES ONLY:

P.A. Vehicle No. [Redacted] Driver Unit: [Redacted] P.A. Employee No. [Redacted]

In Veh. No. 4

32 02
Nature of Injuries Left side Ribs Pain Fatality Wearing Seat Belts Yes No Age 40 Male Female Pedestrian Driver Passenger

Medical Attention Refused Medical Attention Will See Own Doctor
Treated By EMS # 654 At Scene
First Aid By EMS # 654 Taken To S.I.U.N/South Hospital By EMS # 654

33 A 88
33 B 88
ACCIDENT DIAGRAM
COLLISION SYMBOLS: Head on, Rear end, Sideswipe same direction, Sideswipe opp. direction, Angle, Fixed object, Non-fixed object, Struck parked vehicle, Pedestrian, Damaged while parked, Overturned, Ran off road, Pedalcycle, Left turn.
CLOCKPOINT DIAGRAM: 11 FRONT, 12, 1, 2, 3, 4, 5, 6 REAR, 7, 8, 9, 10.
AREAS DAMAGED: INITIAL IMPACT, PRINCIPAL IMPACT.
VEH. 1: 6 7
VEH. 2: 6 5

COMMERCIAL CARRIER NAME [Redacted] VEHICLE WEIGHT [Redacted]
V1 [Redacted] V2 [Redacted]
USDOT CARRIER NO. [Redacted] HAZARDOUS MATERIAL ON BOARD SPILL
V1 [Redacted] ICC CARRIER NO. [Redacted] V1 V2

ACCIDENT DESCRIPTION Driver #1 states he was stopped broken down in Outerbridge Crossing (Eastbound) when vehicle #2 struck the rear of his vehicle. Driver #2 of vehicle #2 states she

THE PORT AUTHORITY OF NY & NJ MOTOR VEHICLE ACCIDENT REPORT

7688

FACILITY: SIB NJ NY PAGE NO. 5 OF 5
 ON FACILITY AMENDED REPORT
 OFF FACILITY PHOTOS ATTACHED

DETAILED LOCATION: Right Lane
Eastbound Outerbridge Crossing
Perth Amboy, NJ

TE REF. NO. ACCIDENT DATE (MM DD YY) 12 09 09 DATE REPORTED (MM DD YY) 12 09 09

GRID NO. 000-0045 TIME (24 HOUR) 1500 P.A. PROP. DAMG. Yes No

MVA/CN _____ YEAR _____

Officer's Name (Print) CAL Officer's P.A. Employee No. 42992 Officer's Signature [Signature] # 2354 Did You Witness Accident? Yes No

VEHICLE 1					VEHICLE 2				
Driver's Name (exactly as printed on license)					Driver's Name (exactly as printed on license)				
Address (Include Number and Street)					Address (Include Number and Street)				
City or Town					City or Town				
State					State				
Zip Code					Zip Code				
Driver's License Number					Driver's License Number				
CDL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					CDL <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Date of Birth	Sex	Unlicensed	# of Passengers	Public Property Damaged	Date of Birth	Sex	Unlicensed	# of Passengers	Public Property Damaged
Month / Day / Year				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Month / Day / Year				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Owner's Name (exactly as printed on registration)					Owner's Name (exactly as printed on registration)				
Address (Include Number and Street)					Address (Include Number and Street)				
City or Town					City or Town				
State					State				
Zip Code					Zip Code				
License Plate No.	State	Vehicle Year & Make	Vehicle Model	Ins. Code	License Plate No.	State	Vehicle Year & Make	Vehicle Model	Ins. Code
VIN					VIN				
Insurance Carrier					Insurance Carrier				
Summons/Arrest No.	Insurance Expiration Date	Policy Number			Summons/Arrest No.	Insurance Expiration Date	Policy Number		
Month / Day / Year					Month / Day / Year				
Violations					Violations				
Towed by: _____ Towed To: _____					Towed by: _____ Towed To: _____				
Towing Authorized by: _____					Towing Authorized by: _____				

FOR PORT AUTHORITY VEHICLES ONLY:

P.A. Vehicle No. Driver Unit: P.A. Vehicle No. Driver Unit:

P.A. Employee No. P.A. Employee No.

Full Name and Address of Injured _____ In Veh. No. 4

Age _____ Doctor _____

Treated By _____ At _____

First Aid By _____ Taken To _____ Hospital By _____

ACCIDENT DIAGRAM

COLLISION SYMBOLS

Head on	Struck parked vehicle
Rear end	Pedestrian
Sideswipe same direction	Damaged while parked
Sideswipe opp. direction	Overtuned
Angle	Ran off road
Fixed object	Pedalcycle
Non-fixed object	Left turn

CLOCKPOINT DIAGRAM

13 ROOF
14 UNDERCARRIAGE
15 OVERTURNED
16 TOTALLED
17 NONE 18 OTHER

AREAS DAMAGED
INITIAL PRINCIPAL IMPACT

VEH. 1

VEH. 2

Indicate North

COMMERCIAL CARRIER NAME	VEHICLE WEIGHT	USDOT CARRIER NO.	HAZARDOUS MATERIAL	PLACARD NUMBER
V1 _____	V1 _____	V1 _____	ON BOARD SPILL	
V2 _____	V2 _____	V2 _____	<input type="checkbox"/> <input type="checkbox"/>	
ACCIDENT DESCRIPTION		ICC CARRIER NO.	V1 <input type="checkbox"/> <input type="checkbox"/>	
			V2 <input type="checkbox"/> <input type="checkbox"/>	

McCafferty

LANGHORNE • PA



FOCS224452



Since 1954

FOCS224452

1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

1501/FOCS224452

CELL: [REDACTED]

294381

GERRY YOUNG

2542 1620

01/20/10

FOCS224452

137,177 RED/

04/FORD TRUCK/FREESTAR/WGN SE

04/14/04

2 F M D A 5 1 6 5 4 B

FMC

03/30/04

01/05/10

REPRINT# 1

MO: 137177

JOB# 1 CHARGES

LABOR # 1 04FOZD TRANSMISSION DIAG TECH(S) 2411 1524.61

CUST STATES VEHICLE LOST FORWARD MOTION. ENGINE RPM'S WENT UP. NEED SPECIFIC CAUSE OF FAILURE

DIAG AND TEAR DOWN TO FAILED PART...\$781.56
 REPLACE TRANS...\$2568.38
 REPLACE BROKEN EXH MANIFOLD BOLTS
 --AND SUBFRAME BOLT...\$386.46
 SUB-TOTAL...\$3736.40
 SALES TAX...\$224.18
 TOTAL...\$3960.58

RECEIVED

NO FWD OR REVERSE, NO CODES, NO LINE PRESSURE, FLUID IS BURNT, FLUID IS OVER FILLED, REMOVED UNIT, SPUN L/F SUB-FRAME BUSHING, BROKE 2 EXHAUST MANIFOLD STUDS (RUSTED) FOUND TURBINE SHAFT SPINS IN TORQUE CONVERTER COAUSING LACK OF PUMP PRESSURE, SPLINES ON SHAFT WORN OFF. OVERHAUL COST DICTATES REPLACING UNIT.

REPLACED TRANS WITH REMANUFACTURED UNIT. CARRIES A 3 YEAR/100,000 MILES LIMITED WARRANTY AS PER ATTACHED WARRANTY STATEMENT

NOTE: UNABLE TO GIVE CUSTOMER THE TURBINE SHAFT AND TORQUE CONVERTER. WAS PART OF CORE THAT HAD TO BE RETURNED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1	-W711082-S439	BOLT	29.38	29.38
	1	-W520215-S440	NUT - H	7.74	7.74
	2	-W705443-S900	NUT	11.25	22.50
	2	-W705444-S900	STUD	16.28	32.56
	1	4FZZ-7000-BARM	AUTOMAT	1950.00	1950.00
				TOTAL - PARTS	2042.18

JOB# 1 TOTALS

LABOR 1524.61
 PARTS 2042.18

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 3566.79

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

COMMENTS
 TOW IN

NOTE: REAR PARK AID IS DAMAGED, VEHICLE SOUNDS LIKE IT MIGHT HAVE A VACUUM LEAK
 DELETED OPERATION(S)
 01FOZ99P MULTI-POINT

From: [REDACTED]
Sent: Thursday, January 21, 2010 2:26 PM
To: 'kmerchak@ford.com'
Subject: 2004 Ford Transmission Failure

Kathy, my name's [REDACTED]. [REDACTED], a good friend and co-worker of mine, suggested I drop you a line regarding my 2004 Ford Freestar's transmission. The VIN is 2FMDA51654B [REDACTED]

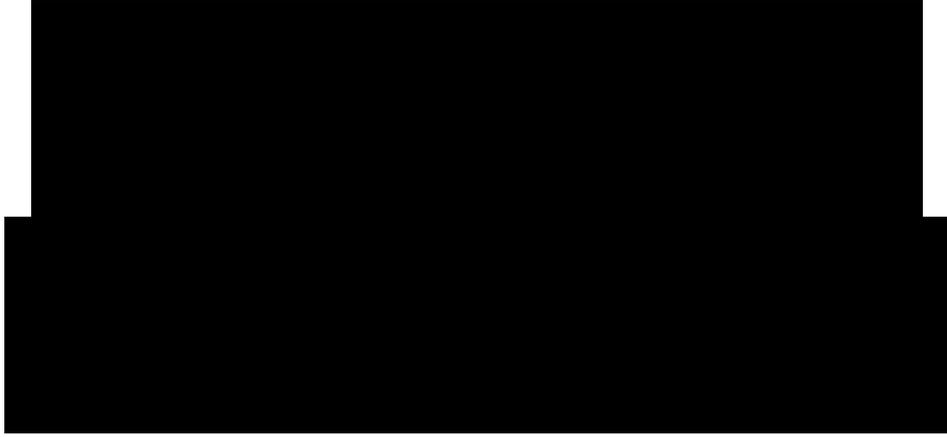
Briefly, on December 9, 2009, I was driving on the Outerbridge Crossing, a narrow highway bridge between New Jersey and Staten Island with two lanes in each direction and no shoulder. The vehicle had never had a hint of transmission trouble before. The vehicle's engine RPM suddenly surged while the forward momentum lagged; the engine continued to run fine, but the transmission no longer provided any forward power. The vehicle slowed rapidly due to the upward grade of the bridge, and there was no shoulder to pull off onto, with traffic bearing down at 60+ MPH. This situation then caused a four-car accident; nobody in my Freestar was hurt, and my vehicle was not badly damaged (rear bumper only), but the car behind mine was a total loss, and the occupants taken to the hospital. The vehicle is at my Ford dealer, McCafferty Ford, as I write this.

I'm aware of the NHTSA investigation, number EA09-016, although as I understand it from my conversation with the dealer, Ford has nothing open for reimbursements pending the investigation. However, the failure seems to be in exactly the mode being investigated.

[REDACTED] suggested offering Ford the transmission for engineering team review, and I think that's an excellent idea; it's certainly fine with me. If I can be helpful in that or any other way, please let me know.

Best regards, Martin Karo

1/25/2010



All Action Details for Issue

Print

VIN: 2FMDA522X4E [REDACTED] Year: 2004
Name: MS [REDACTED] Owner Status: Subsequent
Symptom Desc: AUTO TRANS GENERAL INDICATOR FLASHING
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM
Issue Type: 01 INQUIRY Issue Status: CLOSED

Model: FREESTAR Case: 1317612286
WSD: 2004-03-19
Primary Phone: [REDACTED]
Secondary Phone: [REDACTED]

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: US CONCERN CASE BASE

Odometer: 41000 MI

Comm Type: PHONE

Analyst Name: ASHLEY SPARACINO (ASPARACI) Analyst: ASPARACI

Action Date: 08/13/2007

Action Time: 11.07.14.652 Action Data: No

Comments CUSTOMER SAID: ~HAVE HAD NONE STOP PROBLEMS WITH THE VEH AND SERVICE DEPARTMENT~BROUGHT TO DLR EITHER LAST THURSDAY OR FRIDAY BECAUSE THE TRANS LIGHT WAS ON ~BROUGHT VEH HOME AND SATURDAY CUST WAS DRIVING AND THE TRANS WENT OUT ~WAS AT A RED LIGHT AND THE VEH WOULDNT ENGAGE INTO GEAR~HAD VEH TOWED TO THE DLR ON SATURDAY ~CALLED ESP AND THEY SAID IT WOULD COVER THE RENTAL ~CUST WAS NOT HAPPY WITH THE DLR JUST SENDING HER ON WAY WHEN THE TRANS LIGHT WAS ON AND THE NEXT DAY THE TRANS WENT OUT~CUST SEEKING FINANCIAL ASSISTANCE AND WHAT THE LEMON LAW ISDEALER SAID: ~DLR DIDNT LOOK AT IT AND SAID THEY COULDN'T GET HER IN UNTIL TODAY AT 10AM~DLR HAS NOT DIAGNOSED THE VEH YET~DLR ISNT SURE IF THE ESP WILL COVER THE RENTALFRIENDLY FORD, INC. 2800 N. TELEGRAPH MONROE, MI 48162TEL:(734) 243-6000CRC ADVISED: BEFORE WE CAN MAKE A DECISION REGARDING ANY FORD WARRANTY OR ESP COVERAGE IT MUST BE REVIEWED BY A FORD/LINCOLN MERCURY DEALERSHIP. THEY WILL NEED TO INSPECT THE VEHICLE AND DETERMINE WHAT IS WRONG WITH IT BEFORE A DECISION ON WARRANTY OR ESP COVERAGE IS MADE. ANY REPAIRS OR SERVICES NOT COMPLETED AT A FORD/LINCOLN MERCURY DEALERSHIP WOULD BE THE RESPONSIBILITY OF THE CUSTOMER.I JUST WANT TO CONFIRM, YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED. THERE IS NO FURTHER ACTION REQUIRED FROM THE CUSTOMER RELATIONSHIP CENTER AT THIS TIME.~ADVISED CUST THAT THE LEMON ISSUE SHE WOULD HAVE TO READ UP ON AT HER LOCAL LIBRARY BEING THAT IT IS DIFFERENT FOR EVERY STATE WE WOULDNT KNOW

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4E [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286
Name: MS [REDACTED] Owner Status: Subsequent WSD: 2004-03-19
Symptom Desc: WINDOW/GLASS SIDE POWER FUNCTION Primary Phone: [REDACTED]
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 09/22/2006

Action: ADVISE CUSTOMER THEY WILL NEED TO WORK WITH THEIR DEALERSHIP
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 30000 MI Comm Type: PHONE
Analyst Name: KNICKERBOCKER KATHARINE Analyst: KKNICKER
Action Date: 08/16/2006 Action Time: 08.49.20.755 Action Data: No

Comments CUSTOMER SAID: --- CUST PURCHASED VEH USED FROM DLR--- POWER WINDOWS WOULD NOT WORK INTERMITTENTLY--- POWER DOORS INTERMITTENTLY WORKED--- CUST FELT THAT THERE WAS AN ELECTRICAL CONCERN--- CUST TOOK VEH BACK TO DLR --- VEH HAS BEEN AT THE DLR FOR OVER A MONTH--- DLR CANNOT FIX THE VEH--- ENGINEERS HAVE COME AND LOOKED AT THE VEH--- CUST DOES NOT KNOW IF DLR CAN FIX THE VEH--- CUST WANTS FEELS THAT THE DLR SOLD HER THE VEH THIS WAY, AND WOULD LIKE HER MONEY BACK, OR A NEW VEHDEALER SAID: --- NONE ---FRIENDLY FORD, INC.2800 N. TELEGRAPH MONROE, MI 48162TEL: (734) 243-6000CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR SALES\ FINANCING ISSUE FURTHER AS THEY HAVE ADDITIONAL RESOURCES AVAILABLE. A CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.*****
- OBC TO DLR, SPOKE TO S/M - DAN--- VEH IS CURRENTLY SUBLET--- WORKING WITH TECH HOTLINE AND FSE--- CURRENTLY WAITING FOR THE FSE TO COME OUT TO THE DLR--- VEH HAS BEEN THERE FOR ABOUT A MONTH (SMART PATH APPROVED BY LCSR JESSI C.)

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI Comm Type: PHONE
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 08/17/2006 Action Time: 14.51.35.503 Action Data: No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-INITIAL CONTACT W/ DLR-SPOKE TO S/M DAN-STATES VEH IS USED-THERE'S A PROBLEM W/ THE SLIDING DOOR-FSE KEVIN BLACK IS CURRENTLY WORKING ON IT-THEY HAD TO ORDER A HINGE-STATES FSE BELIEVES STRONGLY THE HINGE WOULD REPAIR VEH-WILL CONTACT CUST TO ADVISE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI Comm Type: PHONE
Analyst Name: CRUZ , MELISSA Analyst: MCRUZ54
Action Date: 08/17/2006 Action Time: 15.30.24.886 Action Data: No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-INITIAL CONTACT W/ DLR-PRIMARY PHONE WAS TEMP. NOT IN SRV-WAS ABLE TO REACH ON SECONDARY PHONE-STATES DLR HAS HAD VEH FOR 5 WKS-THEY KEEP TELLING HER THE PARTS THEY ORDER WILL FIX AND IT NEVER DOES-CUST NOT CONFIDENT W/ REPAIR-SHE WANTS TO KNOW IF THIS PART DOESN'T REPAIR HER VEH, CAN SHE GET HER MONEY BACK ON HER VEH- ADVISED CUST THAT IT IS OUR FIRST PRIORITY & OBLIGATION TO REPAIR VEH & THAT I CANNOT MAKE THE DETERMINATION OF WHETHER SHE CAN GET HER MONEY BACK-CUST STATES THEY TOLD HER SHE WOULD GET \$5000 LESS THAN WHEN SHE PURCHASED-WANTS TO KNOW HOW CAN A VEH DEPRECIATE \$5K IN 6 MNTHS-ADVISED CUST THAT I CANNOT ADVISE ON THAT-ADVISED CUST I WILL CONTACT HER DAILY FOR UPDATED INFO-PROVIDED CUST MY CONTACT INFO-ADVISED CUST IF REPAIR DOESN'T ALLEVIATE CONCERN, THEN I WOULD DISCUSS W/ ZM HER OPTIONS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/21/2006 **Action Time:** 14.18.52.249 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTED TO CONTACT DLR-S/M DAN FOLK WAS UNAVAILABLE-LEFT MESSAGE ON VM W/ MY CONTACT INFO-WILL ATTEMPT TO CALL BACK BEFORE 4:30 PM TODAY

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/21/2006 **Action Time:** 15.12.02.875 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D INBOUND CALL FROM S/M DAN FOLK-STATES PARTS CAME IN TODAY AND THEY ARE CURRENTLY IN THE PROCESS OF INSTALLING THEM-CCS WILL CONTACT CUST TO ADVISE

Action: UNABLE TO CONTACT CUSTOMER TO DATE
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/21/2006 **Action Time:** 16.23.32.929 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-RETURNING CUST CALL @ NUMBER INDICATED (734-654-8895)-NO ANSWER-UNABLE TO REACH-LEFT MESSAGE ON VM THAT PARTS ARRIVED AND SHOULD BE GETTING INSTALLED TODAY-ADVISED I WILL CONTACT TOMORROW BY EOB

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/22/2006 **Action Time:** 13.20.45.143 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D CALL FROM CUST-CUST STATES SHE'S CURRENTLY @ A MERC DLRSHIP LOOKING INTO PURCHASING A MILAN-STATES IF VEH IS NOT FIXED, SHE WANTS DLR TO TAKE BACK HER VAN-CUST STATES DLR ADVISED HER THEY CAN TRADE HER VEH BUT SHE WOULD GET \$5000 LESS THAN WHEN SHE PURCHASED-CUST IS NOT IN CONCURRENCE W/ THAT AND DOESN'T BELIEVE THAT A VEH SHOULD DEPRECIATE THAT MUCH IN 6 MNTHS-ADVISED CUST IT IS OUR GOAL TO REPAIR VEH-ADVISED CUST I WILL BE CONTACTING DLR TO GET AN UPDATE ON REPAIR AND THEN CONTACT HER WITH THAT INFORMATION

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/22/2006 **Action Time:** 13.22.34.701 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT S/M DAN FOLK-HE WAS UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-WILL TRY AGAIN TO CONTACT HIM TODAY BEFORE 4:30 PM

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/22/2006 **Action Time:** 17.02.13.754 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DAN FOLK-S/M-STATES PART AND REPAIR DID NOT ALLEVIATE CONCERN-STATES FSE KEVIN BLACK WILL BE IN WEDS., 8-23-06 AROUND 10-10:30 A.M TO ATTEMPT TO REPAIR AND/OR VERIFY CONCERN-WILL CONTACT DLR TOMORROW FOR UPDATED INFO-WILL CONTACT CUST TO ADVISE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/22/2006 **Action Time:** 17.06.16.928 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED CUST AT NUMBER SHE PROVIDED (734-654-8895)-ADVISED CUST THAT PART AND REPAIR DID NOT ALLEVIATE CONCERN AND ALSO THAT FSE KEVIN BLACK WILL BE IN TOMORROW TO LOOK INTO WHY REPAIR DIDN'T ALLEVIATE CONCERN-CUST STATED HER VEH IS BEING DEPRECIATED \$5K B/C, ACCORDING TO DLR, BOTTOM DROPPED OUT ON VAN-STATES SHE PAID THE SAME PRICE AS ALL THE OTHER SIMILAR VEHs THAT WERE ON THE LOT-ADVISED CUST IT IS OUR MAIN PRIORITY TO REPAIR VEH AND ALSO THAT WE CAN'T ADVISE ON ANY SALES ISSUES-INFORMED CUST I WILL ATTEMPT TO CONTACT EITHER F & I OR SALES MGR REGARDING THE DEPRECIATION ON HER VEH-INFORMED CUST I WILL CONTACT HER TOMORROW WITH AN UPDATE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/23/2006 **Action Time:** 15.06.55.088 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED DAN FOLK-S/M-STATES FSE KEVIN BLACK JUST LEFT-HE WAS @ DLR FOR 4 HRS-STATES FSE THINKS THE PARTS THAT HAVE BEEN REPLACED ARE WRONG PARTS-THEY ARE CURRENTLY ORDERING 3 DIFFERENT PARTS THAT WILL BE IN TOMORROW MORNING-CCS ASKED S/M TO TRANSFER ME TO USED CARE SALES MGR TO INQUIRE ON WHY VEH HAS DEPRECIATED \$5K IN 6 MNTHS-USED CAR SALES MGR UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-CCS WILL CONTACT CUST TO ADVISE-CCS WILL CONTACT DLR FOR UPDATE ON REPAIR AND IF PARTS ARRIVED

Action: UNABLE TO CONTACT CUSTOMER TO DATE
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/23/2006 **Action Time:** 15.10.01.996 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-UNABLE TO REACH CUST-LEFT MESSAGE ON ANSWERING MACHINE W/ MY CONTACT INFO-WILL CONTACT CUST AGAIN THURS., 8-24-06 BY EOB @ 4:30 PM EST

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/23/2006 **Action Time:** 15.32.34.651 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DENNIS HILL-USED CAR SALES MGR-STATES CUST PURCHASED VEH USED-STATES THE REASON THE VEH HAS DEPRECIATED \$5K IN 6 MNTHS IS DUE TO THE MARKET, WHICH WE UNFORTUNATELY CANNOT CONTROL-STATES HE CURRENTLY HAS VANS IN THE LOT THAT HAVE LOST \$4K OF THEIR VALUE-STATES HE WILL TRY TO GET A BASE PAYOFF, PUT CLEAN BOOK, AND SELL VEH TO CUST AS CHEAP AS THEY CAN-HE STATED HE TOLD ONE OF HIS SALESMANS' ROB TO GET IN TOUCH WITH CUST-STATES HE EMPATHIZES W/ CUST BUT UNFORTUNATELY, WE CANNOT CONTROL MARKET

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/24/2006

Action Time: 13.13.08.666 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT DAN FOLK-S/M-HE WAS UNAVAILABLE-LEFT MESSAGE ON HIS VM W/ MY CONTACT INFO-CCS ATTEMPTING TO CHECK ON STATUS OF PARTS AND REPAIR-CCS WILL TRY AGAIN BEFORE EOB 4:30 PM EST-***NOTE: CUST LEFT ME A MESSAGE REGARDING THE STATUS OF GETTING A DIFFERENT VEH, NUMBERS SHE PROVIDED WERE 734-915-6532 OR 734-654-8895***

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/24/2006

Action Time: 16.38.25.380 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D CALL FROM CUST-ADVISED CUST IM WAITING ON A CALLBACK FROM S/M DAN REGARDING THE REPAIRS-ADVISED CUST I SPOKE W/ DENNIS HILL-USED CARE SALES MGR-AND ADVISED HER THAT HER VEH HAS DEPRECIATED DUE TO MARKET, WHICH IS UNCONTROLLABLE-CUST STATED SHE DID RECEIVE A CALL FROM USED CAR SALES BUT STATES THEY ARE NOT WANTING TO WORK WITH HER-SHE STATES THEY ARE GOING TO TAKE \$5K LESS THAN WHAT SHE PAID FOR AND DOESN'T THINK THAT'S RIGHT-SHE STATES THERE'S THE SAME EXACT VEH ON THE LOT THAT HASN'T DEPRECIATED-SHE STATES WHY HASN'T THAT ONE DEPRECIATED AND HER'S HAS-STATES SHE'S FED UP W/ VEH & DOESN'T TRUST IT-STATES HOW DOES SHE KNOWS IT WONT GO BACK TO DLR-STATES THIS HAS BEEN ONGOING FOR 6 WKS-ADVISED CUST I AM WORKING TOWARDS REPAIRING THIS VEH AND THAT ANY SALES ISSUES IS OUTSIDE MY CONTROL-ADVISED HER SHE NEEDS TO CONTACT F & I, SALESMAN, OR SALES MGR REGARDING ANY SALES ISSUE-ADVISED CUST THAT I AM NOT WORKING ON PAST CONCERNS W/ VEH, JUST THE CONCERN NOW-CUST STATES AFTER EXPERIENCE WITH THIS, SHE WILL NEVER PURCHASE A VEH FROM THERE-SHE DOESN'T THINK ITS FAIR MAKING PAYMENTS ON A VEH SHE CAN'T DRIVE-FEELS THE DLR KNOWINGLY SOLD HER A VEH THAT HAS PROBLEMS-CUST ASKED ABOUT PREVIOUS OWNER INFORMATION AND IF THEY HAD PROBLEMS, ADVISED CUST, ONCE AGAIN, WE ARE WORKING IN THE PRESENT AND THAT IS ON REPAIRING VEH-ADVISED CUST I WILL CONTACT HER TOMORROW W/ AN UPDATE ON THE REPAIR

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/25/2006

Action Time: 11.18.25.562 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ DAN FOLK-S/M-WHO STATES THEY ARE STILL WORKING ON THE VEH-THEY ARE CURRENTLY INSTALLING A WIRING HARNESS-HE STATED VEH SHOULD BE READY TODAY-STATES HE WILL CONTACT ME TODAY IN THE AFTERNOON ONCE VEH HAS BEEN REPAIRED-CCS WILL CONTACT CUST BY EOB 4:30 PM EST TODAY (8-25) TO ADVISE

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/28/2006 **Action Time:** 15.56.07.901 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-SPOKE W/ S/M DAN-DAN STATES VEH IS REPAIRED- STATES THE WIRING HARNESS THAT WAS INSTALLED IS WHAT ALLEVIATED CONCERN-CCS WILL CONTACT CUST TO ADVISE AND TO PICK UP VEH IF HAVEN'T ALREADY DONE SO

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/28/2006 **Action Time:** 16.01.34.457 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED CUST-ADVISED HER THAT HER VEH HAS BEEN REPAIRED-CUST STATED NO ONE HAS CONTACTED HER TO TELL HER THAT-ADVISED CUST TO PICK UP VEH-ADVISED CUST TO CONTACT ME TOMORROW ONCE SHE HAS VEH AND CAN CONFIRM IT HAS BEEN REPAIRED-CCS WILL CONTACT CUST TUES., 8-29-06

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/29/2006 **Action Time:** 13.56.48.241 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D VM MESSAGE FROM CUST STATING SHE PICKED UP HER VEH-SHE STATED THE FRONT END WAS OUT OF ALIGNMENT-CD PLAYER NOT WORKING-INTERIOR IS ALL BANGED UP AND THEY CLAIMED THEY DETAILED-STATED SEAT AND FLOOR WERE STAINED-CUST STATED IN VM SHE WILL CONTACT ME BACK WITH MORE ADDED TO HER LIST OF HOW THE VEH WAS GIVEN BACK TO HER-CCS WILL CONTACT DLR TO GET INFO

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/30/2006 **Action Time:** 10.44.45.799 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-REC'D INBOUND CALL FROM CUST-ADVISED CUST I GOT HER MESSAGE-STATES TIRE LIGHT BACK ON-CD PLAYER AND KEYLESS ENTRY DON'T WORK-ADVISED CUST THAT I WAS NOT AWARE OF THE CD PLAYER, KEYLESS ENTRY, AND TIRE LIGHT CONCERN-ADVISED CUST SHE ONLY EXPRESSED THE CONCERN SHE HAD WITH THE POWER WINDOWS AND SLIDING DOOR-SHE STATES HER VEH HAS BEEN @ THE DLR TWICE FOR THE TIRE LIGHT-SHE STATES THE KEYLESS ENTRY USED TO WORK BEFORE-CCS ASKED CUST IF SHE BROUGHT THIS TO THE ATTENTION OF THE SRV DPT @ THE DLR-CUST STATED SHE HAD TO GO TO HER FATHER-IN-LAW'S FUNERAL-CUST STATES SHE'S SICK AND TIRED OF HAVING TO TAKE HER VEH TO THE DLR-CUST STATES SHE DOESN'T HAVE THE TIME-CUST STATES HER VEH HAS BEEN @ THE DLR FOR 7 WKS-ADVISED CUST THE ONLY WAY WE CAN ADDRESS HER VEH CONCERNS WOULD BE TO BRING VEH BACK TO DLR-CUST WAS VERY ANGRY AND YELLING-WHEN I REITERATED TO CUST SHE NEEDS TO TAKE THE VEH TO THE DLR WHEN SHE HAS THE TIME, CUST HUNG UP

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 08/30/2006 **Action Time:** 14.13.47.891 **Action Data:** No

Comments -CCS MCRUZ54, 1-866-631-3788, EXT. 7424-CONTACTED DLR-SPOKE TO DAN-S/M-DAN STATED HE RECEIVED A VM FROM CUST AND IT SEEMS AS IF SHE WAS UPSET-HE STATED IN REGARDS TO THE DETAILING, THEIR DETAILER IS ONE OF THE BEST ONES THEY HAVE-HE STATED CUST WAS SUPPOSEDLY GOING TO TRADE HER VEH IN FOR A HONDA-STATES HE DOESN'T UNDERSTAND HOW ANYTHING THEY DID AFFECTED THE ALIGNMENT OF THE VEH-STATES HE CONTACTED HER TO TRY TO ARRANGE PICKING UP HER VEH AND DROPPING HER OFF A LOANER AND HAS YET TO HEAR FROM HER BUT LEFT A MESSAGE-CCS WILL CONTACT CUST THUR., 8-31-06 TO ADVISE

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 08/31/2006

Action Time: 14.16.42.518 **Action Data:** No

Comments -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-CUST PRIMARY PHONE NOT IN SRV-SECONDARY PHONE, CUST UNAVAILABLE-LEFT MESSAGE W/ MY CONTACT INFO-CCS LEFT MESSAGE WANTING TO CONFIRM IF SHE GOT S/M'S MESSAGE ON PICKING UP HER VEH AND DROPPING HER OFF A LOANER-CCS WILL ATTEMPT TO CONTACT CUST TOMORROW 9-1 (FRI. BY EOB 4:30 EST)

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/05/2006

Action Time: 15.22.22.108 **Action Data:** No

Comments -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT S/M DAN FOLK-UNABLE TO REACH-LEFT MESSAGE ON VM ALONG W/ MY CONTACT INFO REQUESTING A CALLBACK-CCS WILL TRY AGAIN WEDS., 9-6 BY EOB (4:30 EST)

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/06/2006

Action Time: 11.03.50.834 **Action Data:** No

Comments -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-CUST LEFT MESSAGE ON CCS' VM STATED SHE STILL DOESN'T HAVE HER VEH-CONTACTED DLR-SPOKE TO S/M DAN FOLK-DAN ADVISED THEY ARE CURRENTLY DOING THE ALIGNMENT ON THE VEH-STATES HE WILL FULLY INSPECT VEH BEFORE IT IS GIVEN BACK TO THE CUST-STATES VEH SHOULD BE READY FOR CUST TODAY-CCS WILL CONTACT CUST TO ADVISE

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI

Comm Type: PHONE

Analyst Name: CRUZ , MELISSA

Analyst: MCRUZ54

Action Date: 09/06/2006

Action Time: 11.15.53.622 **Action Data:** No

Comments -CCST MCRUZ54, 1-866-631-3788, EXT. 7424-ATTEMPTING TO CONTACT CUST TO ADVISE VEH SHOULD BE READY FOR HER TODAY-PRIMARY PHONE NOT IN SRV, PER MESSAGE-SECONDARY PHONE, CUST UNAVAILABLE, LEFT MESSAGE W/ CONTACT INFO-ALTERNATE PHONE # PROVIDED (734-654-8895), CUST UNAVAILABLE AS WELL, LEFT MESSAGE W/ CONTACT INFO ALSO-CCS WILL TRY TO CALL CUST AGAIN BY EOB (4:30 EST) TO CONFIRM REPAIR

Action: UNABLE TO CONTACT CUSTOMER TO DATE

Dealer: 02662 FRIENDLY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/08/2006 **Action Time:** 12.26.49.710 **Action Data:** No

Comments ***CCST MCRUZ54, 1-866-631-3788, EXT. 7424***-CCS ATTEMPTED TO CONTACT CUST @ THE 3 PHONES NUMBERS SHE HAS PROVIDED-PRIMARY PHONE NOT IN SRV, LEFT MESSAGE ON SECONDARY PHONE W/ MY CONTACT INFO, AND ALSO LEFT ANOTHER MESSAGE W/ MY CONTACT INFO ON THE OTHER NUMBER PROVIDED [REDACTED]-CCS ATTEMPTING TO VERIFY WHETHER VEH HAS BEEN PICKED UP AND REPAIRED-CCS REQUESTED CALLBACK-CCS WILL CONTACT CUST AGAIN MON., 9-11 BY EOB (4:30 EST)

Action: DOCUMENT INFORMATION AND CLOSE CONTACT
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/13/2006 **Action Time:** 12.57.49.120 **Action Data:** No

Comments **CCST MCRUZ54, 1-866-631-3788, EXT. 7424**-CONTACTED CUST-CCS WAS ABLE TO REACH CUST ON SECONDARY PHONE-PRIMARY PHONE TEMP OUT OF SRV, PER MESSAGE-CCS ADVISED CUST I HAVE BEEN ATTEMPTING TO CONTACT HER TO VERIFY WHETHER VEH HAS BEEN REPAIRED AND PICKED UP SINCE S/M STATED TO ME THEY HAVE REPAIRED AND WERE WAITING FOR HER TO PICK UP-STATES SHE PICKED UP THE VEH ON SAT., 9-9-STATES ALL HER CDS WERE MISSING, THERE WERE 2 DENTS ON VEH, & CLAIMS THEY NEVER FIXED CLUNKING FRONT END-CCS ASKED CUST IF SHE MENTIONED MISSING CDS, DENTS, AND CLUNKING FRONT END TO S/M-CUST STATED SHE MENTIONED THE MISSING CDS, NOT THE DENTS-CCS ADVISED CUST THAT IF SHE FEELS DLR CAUSED DENTS, THAT IS A WORKSMANSHIP ISSUE IN WHICH FORD HAS NO INVOLVEMENT IN-CUST STATED DLR NOR FORD WILL DO ANYTHING FOR HER-CUST ASKED ME, "IS THAT ALL YOU NEEDED TO KNOW? BECAUSE I AM DONE"-CCS RESPONDED "YES" THEN CUST HUNG UP-CASE STATUS: CLOSED, CUST NOT WANTING TO ADDRESS ISSUE W/ VEH ANYMORE, PER HER COMMENTS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02662 FRIENDLY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 30000 MI **Comm Type:** PHONE
Analyst Name: CRUZ , MELISSA **Analyst:** MCRUZ54
Action Date: 09/22/2006 **Action Time:** 17.07.50.409 **Action Data:** No

Comments **CCST MELISSA, 1-866-631-3788, EXT. 7424**-REC'D VM MESSAGE FROM CUST-CUST STATES NOW OTHER DOOR NOT FUNCTIONING PROPERLY-CUST LEFT # TO BE REACHED ([REDACTED])-CCS WILL F/U W/ CUST MON., 9-25 BETWEEN HRS OF 8 A.M-4:30 P.M EST

Ford Confidential

All Action Details for Issue

[Print](#)

VIN: 2FMDA522X4E [REDACTED] Year: 2004 Model: FREESTAR Case: 1317612286
Name: MS [REDACTED] Owner Status: Subsequent WSD: 2004-03-19
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone [REDACTED]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: VENUS PARKER (VPAKE19)

Analyst: VPAKE19

Action Date: 08/22/2006

Action Time: 13.12.26.252 Action Data: No

Comments CUSTOMER SAID: -CUST WAS SEEKING TO SPEAK WITH MELISSA DEALER SAID: -NONE CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. *****-ADV CUST OF MELISSA PHONE NUMBER CUST KNEW THE EXT.

Ford Confidential

STATE OF MICHIGAN

IN THE 1ST JUDICIAL DISTRICT COURT FOR THE COUNTY OF MONROE

DEBORAH L. LAMBRIX,

Plaintiff,

v

HON.

NZ

FORD MOTOR COMPANY, a Delaware Corporation,
and FRIENDLY FORD, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

GORMAN LAW GROUP, P.C.

TROY T. GORMAN P-59185

Attorney for Plaintiff

104 W. Fourth Street, Suite 300

Royal Oak, MI 48067

(248) 544-8000

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, **GORMAN LAW GROUP, P.C.**, who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Carleton, Monroe County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Friendly Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Monroe, Monroe County, Michigan.

4. On or about January 31, 2006, Plaintiff purchased a 2004 Ford Freestar, VIN 2FMDA522X4BA04728 (hereinafter referred to as "2004 Freestar"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2004 Freestar Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranties).

6. Plaintiff has taken the 2004 Freestar to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2004 Freestar include the following:

GORMAN LAW GROUP, P.C.

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint & (Diagnosis)</u>
01/31/06	28,335	127896	STRUCTURAL DEFECTS: Sliding door when opening is hitting left side ¼ glass. ¼ glass is chipping. Need to adjust LTS slider and replace ¼ glass (Adjust and align left sliding door – fits poorly. Remove and replace left quarter glass, chipped from sliding door hitting it)
03/02/06	28,448	129322	ELECTRICAL DEFECT: Retrieve keyless entry code
03/06/06	28,505	129486	STRUCTURAL DEFECT: Plate housing cracked (Replace license plate housing)
07/17/06	31,669	135612	STRUCTURAL DEFECT: Passenger side front door power window intermittently inoperative from either the switch in that door or the driver's door (Inoperative right now in service drive) (Could not verify concern); Driver side power sliding door lock intermittently inoperative (will not open with FOB unless customer reaches in and pulls up lock stem by hand) (Verified inoperable left sliding door lock. Performed eec tests and referred to OASIS and TSB's, referred to PPT. PPT revealed fault – <i>see RO for extensive discussion regarding the problem</i>); ELECTRICAL DEFECTS: Tire light keeps coming on even though all tires are supposedly ok (Verified TPMS light on. Set all tires to 35 PSI and reset TPMS) Ignition key has become hard to pull out when van is shut off (Cycled key on and off and removed key several times. Could not verify at this time); TRANSMISSION DEFECT: Clunk in right front when turning slow speeds (Could not verify at this time);

GORMAN LAW GROUP, P.C.

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint & (Diagnosis)</u>
08/13/07	42,226	151082	<p>ENGINE / TRANSMISSION DEFECT: Transmission light stays on. Check engine light on. Vehicle won't move in gear (Isolated to internal issue. Removed transaxle and mounted on bench, disassembled and found pump shaft splines stripped and torque converter splines chunked out as well. Tested all cylinders and cleaned out debris. Disassemble v/b and cleaned. Flushed cooler and lines, replaced pump shaft and related seals, replaced torque converter); STRUCTURAL DEFECT: Passenger slider door lock inoperative (Found sliding door contact broken. Replaced contacts and retested – found lock actuator faulty. Removed panel and replaced lock actuator); ELECTRICAL DEFECTS: CD player / radio inoperative (Found internal CD issue. Replaced); ABS light on (Performed tests on ABS system. Found c-1288 in continuous. Pinpoint tests isolated to faulty deactivation switch – replace the brake pressure switch per TSB)</p>

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest, costs and statutory attorney fees, for/ which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCLA 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

GORMAN LAW GROUP, P.C.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2004 Freestar is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2004 Freestar is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2004 Freestar is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

16. Plaintiff's 2004 Freestar has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2004 Freestar continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2004 Freestar to the Plaintiff and/or prevent the 2004 Freestar from conforming to the Manufacturer's express

GORMAN LAW GROUP, P.C.

warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2004 Freestar with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

F. For such other and further relief as may be justified in this action.

COUNT II
BREACH OF CONTRACT

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, and an extended warranty covering 6 years or 75,000 miles of use, whichever occurred first, accompanied the delivery of the 2004 Freestar to Plaintiff. The limited warranty provided the Seller would repair

GORMAN LAW GROUP, P.C.

or adjust all parts found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2004 Freestar created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2004 Freestar;

B. For return of an amount equal to Plaintiff's down-payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT III
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though herein fully restated and realleged.

25. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

26. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA

GORMAN LAW GROUP, P.C.

-7-

445.902(d).

27. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiff the 2004 Freestar and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2004 Freestar and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2004 Freestar, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2004 Freestar.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2004 Freestar and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2004 Freestar to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the

GORMAN LAW GROUP, P.C.

-8-

represented or suggested service to the 2004 Freestar to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2004 Freestar to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

28. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

30. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

31. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC

GORMAN LAW GROUP, P.C.

2301(4) and (5).

32. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

33. The 2004 Freestar is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

34. The 2004 Freestar was manufactured, sold and purchased after July 4, 1975.

35. The express warranty given by the Manufacturer pertaining to the 2004 Freestar is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

37. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

GORMAN LAW GROUP, P.C.

-10-

COUNT V
REVOCATION OF ACCEPTANCE

38. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 37 as though herein fully restated and realleged.

39. Plaintiff accepted the 2004 Freestar without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

40. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

41. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

42. The nonconformities substantially impair the value of the 2004 Freestar to the Plaintiff.

43. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2004 Freestar and out-of-pocket expenses.

44. Manufacturer and Seller have nevertheless refused to accept return of the 2004 Freestar and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

GORMAN LAW GROUP, P.C.

-11-

- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully stated and realleged.

46. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF EXPRESS WARRANTY

47. Plaintiff incorporates herein by reference each and every allegation contained in

GORMAN LAW GROUP, P.C.
-12-

Paragraphs 1 through 46 as though herein fully restated and realleged.

48. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

49. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

50. The 2004 Freestar constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

51. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

52. Plaintiff's purchase of the 2004 Freestar was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

53. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2004 Freestar free of charge to Plaintiff under specific terms as stated in the express warranty.

54. In fact, Plaintiff discovered the 2004 Freestar had defects and problems after Plaintiff purchased the vehicle as discussed above.

55. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

56. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2004 Freestar.

57. Plaintiff has reasonably met all obligations and pre-conditions as provided in the

GORMAN LAW GROUP, P.C.

-13-

express warranty.

58. The Manufacturer and Seller have failed to adequately repair the 2004 Freestar and/or have not repaired the 2004 Freestar in a timely fashion, and the 2004 Freestar remains in a defective condition.

59. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2004 Freestar's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

60. The 2004 Freestar continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

61. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2004 Freestar.

62. The Manufacturer and Seller induced Plaintiff's acceptance of the 2004 Freestar by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

63. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2004 Freestar and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

64. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2004 Freestar was in substantially the same condition as at delivery except for damage caused by its own defects and

ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

65. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

COUNT VIII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

66. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 65 as though herein fully restated and realleged.

67. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

68. The 2004 Freestar was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

GORMAN LAW GROUP, P.C.

-15-

69. The 2004 Freestar was not fit for the ordinary purpose for which such goods are used.

70. The defects and problems hereinbefore described rendered the 2004 Freestar unmerchantable.

71. The Manufacturer and Seller failed to adequately remedy the defects in the 2004 Freestar; and the 2004 Freestar continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2004 Freestar;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

WHEREFORE, the amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

GORMAN LAW GROUP, P.C.

COUNT IX
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

72. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 71 as though fully restated and realleged.

73. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)74. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

75. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgement, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts

GORMAN LAW GROUP, P.C.

that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

76. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

GORMAN LAW GROUP, P.C.

By: 

TROY T. GORMAN P-59185
Attorney for Plaintiff
104 W. Fourth Street, Suite 300
Royal Oak, MI 48067
(248) 544-8000

Dated: August 31, 2007

GORMAN LAW GROUP, P.C.

EXHIBIT A

EXHIBIT A

Personal Loan Agreement - Fixed Rate

This is a loan made by THE HUNTINGTON NATIONAL BANK to you. The terms "we", "us", and "our" mean this bank. The terms "you" or "your" mean each person who signs this agreement. This agreement states the terms of this simple interest rate loan from us. This loan is arranged by the Dealer, which bank obtains any of Dealer's employees or agents. Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement for your "joint and several" responsibility.

Federal disclosures: The following disclosures are required to be given by federal law:

Table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments. Includes a payment schedule table with columns: Number of Payments, Amount of Payments, When Payments Are Due.

Security: You are giving a security interest in a motor vehicle. You are also giving a security interest in the following personal property (list each item): N/A. Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.

Date of this loan: 8/31/06. Principal amount of this loan: \$2864.79. Address: 14991 GLENN, FREDERICK, MD 21741.

- 1. To Dealer on your behalf: (a) Credit insurance \$1,726.79, (b) Dealer's employee fee \$1,726.79, (c) Dealer's commission fee \$0.00, (d) License, title and registration fee \$173.00, (e) Loan development fee \$0.00, (f) Check handling fee \$0.00, (g) Trade-in allowance (gross) \$0.00.

- (h) Amount owed on trade-in \$0.00, (i) Amount of cash paid for trade-in \$0.00, (j) Unpaid balance on cash paid for trade-in \$1,771.79, (k) Payoff of prior loan (if a refinance) \$0.00, (l) Lien filing fee \$0.00, (m) Credit insurance \$0.00, (n) Extended service contract or warranty \$1,688.00, (o) N/A \$0.00, (p) N/A \$0.00, (q) N/A \$315.00, (r) N/A \$0.00.

2. To insurance co. for vendor's single interest insurance. 3. To us for Huntington GAP. 4. To us for loan fee. 5. Less prepaid finance charge. 6. Amount financed (sum of 1, 2, 3 and 4, minus 5): \$2864.79.

Your promise to pay: By signing this agreement, you promise to pay us all of the following: The principal amount of this loan as provided in this agreement; All interest charges due on this loan; All charges due on this loan; All payments due on this loan; All payments due on this loan; All payments due on this loan.

Payment schedule: You agree to pay the loan according to the payment schedule shown in the federal disclosures above. However, the final payment amount shown above is only an estimate. On the final payment due date, you must pay us the outstanding balance of the principal amount and any accrued but unpaid interest and other charges. The payment schedule in the federal disclosures is based on the assumption that we receive each payment on its due date. If you pay late, more interest and other amounts are added to your loan as permitted by this agreement (such as for taxes, insurance or other charges with respect to the collateral), the final payment amount could be significantly more than the estimate shown in the payment schedule above.

Additional products and services: Additional products and services (such as extended service protection, warranty, debt cancellation protection, debt suspension protection or other products and services offered by the Dealer) are not required to obtain this loan. If you want any of these products or services from the Dealer and want the cost to be included in the amount financed, the cost will be shown in the "Amount Financed" section of this agreement. Refer to the Dealer's literature, contract or other documentation provided by the Dealer or the company providing the product or service for more information about the product or service. Some or all of the cost for any additional products and services may be retained by the Dealer.

Assignment of this agreement: We have the right to assign this agreement without your consent or approval. Anyone to whom we assign this agreement that all of our rights, unless we retain some of those rights or rights are reassigned to us. If we assign this agreement, we may act as agent or other representative for the assignee of the loan. If we act as agent or other representative, you agree that we may assign this agreement to our own name on behalf of the assignee any rights of the assignee with respect to the loan and the collateral to the extent of the authority granted to us as agent or other representative. You should continue to make all payments due under this agreement to us unless we notify you otherwise.

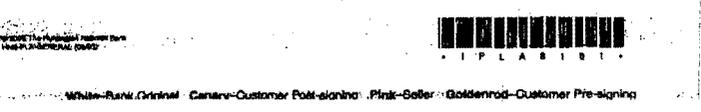
Notice to consumer: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. You agree that this notice applies only if the consumer purpose block under "Collateral for this agreement" is checked and only if you use the proceeds of this loan to purchase the collateral described above under "Collateral for this agreement".

Notice to co-signer: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase the amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

Notice of arbitration provision: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPEARS ON THE REVERSE SIDE. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU RESOLVE YOUR CLAIM THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.

This agreement is controlled by the reverse side. All of the provisions on both sides of this document are part of the agreement. Acknowledgment: Each person signing below is responsible for reading this loan in full. You acknowledge that you have read the entire agreement on both sides of this page (including the Arbitration Provision on the reverse side) and agree to be bound by its terms. You also acknowledge that Dealer has given you a copy of our Customer Information Privacy Notice.

Signature: DEBORAH L. LORETT. Typed Name of Company: HUNTINGTON NATIONAL BANK. Signature: [Blank]. Typed Name of Signer: [Blank]. Title of Signer: [Blank].



SERVICE CONTRACT AND/OR MAINTENANCE PLAN - APPLICATION, TERMS & CONDITIONS

FORD MOTOR SERVICE COMPANY in all states except AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI. FORD MOTOR COMPANY or the SELLING DEALER in AK, DC, KS, MA, ME, MO, NE, NH, NJ & RI, P.O. BOX 8045, DEARBORN, MICHIGAN 48121, 800-392-FORD - Please refer to the State Specific Provisions in the attached Agreement.



SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number (VIN) (17 Digits) 2 F M D R 5 Z 2 X 4 B R 4 7 2 8 0 1 3 1 0 6 0 3 7 9 0 4
Signature Date FREESTAR
Warranty Start Date
Contract Type: [X] New Plan [] Used Plan
Vehicle Make FORD Model FREESTAR Year 2004
Diesel? [] Commercial Business Use [] SHO, Turbo, Rotary, Supercharger, 4-Wheel/All Wheel Drive, Snow Plow
New Plan purchased after 12 months / 12,000 miles from Warranty Start Date, whichever occurs first. (Not applicable for RentalCARE)
Is this a police vehicle? [] Yes [X] No (If yes, refer to Police Price Sheet)

SECTION B - DEALERSHIP INFORMATION SCHEDULE

FRIENDLY FORD, INC. 2800 N. TELEGRAPH MONROE, MI 48161
Dealership Name (734) 243-6808 Dealership Address (313) 243-7209
Dealership Signature Dealership Phone Number Dealership Fax Number
NOTE: Register contract via ESPS and retain copy in customer's file at dealership.

SECTION C - PLAN INFORMATION - TYPES OF NEW PLANS

NEW PLAN - CORE COVERAGES (Fleet and Non-Fleet)
PowertrainCARE [] BaseCARE []
ExtraCARE [] PremiumCARE [X]
NEW PLAN - FLEET MAINTENANCE & WEAR OPTION
Fleet Coverage including "Maintenance & Wear" services (Normal Schedule) []
Fleet Coverage including "Maintenance & Wear" services (Optional Schedule) []
OPTIONS & DEDUCTIBLES - NEW PLAN - CORE COVERAGES (Fleet or Non-Fleet)
\$0 Deductible (Standard for Fleet Plans with Maintenance & Wear) []
\$50 Deductible (Standard for Incomplete Vehicles) []
\$100 Deductible (Standard for New Plan Core Coverages) [X]
\$200 Deductible (75,000 or 100,000 mile plans only. Not available for Certified Pre-Owned Vehicle Upgrade) []
First Day Rental (Not available for Competitive Make Vehicles) []
Disappearing Deductible (Not available for Competitive Make Vehicles) []
Road Hazard Tire Coverage (Not available for Competitive Make Vehicles) []
NEW PLAN - RENTALCARE COVERAGE
RentalCARE Coverage []
NEW PLAN - SCHEDULED MAINTENANCE PLAN COVERAGES
Premium Maintenance Plan - (Normal Schedule) Coverage []
Premium Maintenance Plan - (Optional Schedule) Coverage []
Extra Maintenance Plan (Normal Schedule) Coverage []
Extra Maintenance Plan (Optional Schedule) Coverage []
OPTIONS & SURCHARGES
First Day Rental (Premium Maintenance Plans Only) []
Compressed Natural Gas/Liquid Propane Gas Surcharge []
NEW PLAN - COMPRESSED NATURAL GAS/ LIQUID PROPANE GAS COVERAGE
Compressed Natural Gas/Liquid Propane Gas Coverage (Ford Authorized Alternative Fuel Vehicles Only) []

SECTION D - TYPES OF USED PLANS

USED PLAN - CORE COVERAGES
PowertrainCARE [] BaseCARE []
ExtraCARE [] PremiumCARE []
USED PLAN - OPTIONS & DEDUCTIBLES
Disappearing Deductible [] \$50 Deductible [] \$200 Deductible []
USED PLAN - ELECTRIC VEHICLE CARE COVERAGES
Electric Vehicle CARE Coverage (Ford Authorized Electric Vehicles Only) []

SECTION E - LIENHOLDER

Service Contract Lienholder: THE HUNTINGTON NATIO
(Who are not required to finance your service contract. You may purchase the services covered by cash or unsecured credit card.)

SECTION F - WHEN YOUR AGREEMENT BEGINS AND ENDS / COVERAGE COSTS

1) FOR ALL "NEW PLAN" AGREEMENTS - Coverage ends at the EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, ii) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE WARRANTY START DATE OR ZERO MILES, whichever limitation, Miles or Months, occurs first.
2) FOR "USED PLAN" AGREEMENTS:
a) FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF THE AGREEMENT'S PURCHASE - Coverage ends at the EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, ii) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE EXPIRATION OF THE NEW VEHICLE LIMITED WARRANTY, whichever limitation, Miles or Months, occurs first.
b) FOR USED PLAN AGREEMENTS ON ELIGIBLE FORD, MERCURY AND LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING, AND FOR ALL ELIGIBLE PRE-OWNED COMPETITIVEMAKE VEHICLES (REGARDLESS OF WARRANTY STATUS) - Coverage ends at the EARLIER OF: i) THE NUMBER OF MONTHS YOU HAVE PURCHASED, OR, ii) THE NUMBER OF MILES YOU HAVE PURCHASED, FROM THE SIGNATURE DATE OR SIGNATURE MILEAGE, whichever limitation, Miles or Months, occurs first.

Table with 5 columns: Plan / Coverages, Months Duration & Expiration Date, Mileage Duration (no tenths) & Expiration Distance, Purchase Price, Sales Tax, Total Purchase Price & Sales Tax. Rows include Core Coverages, Scheduled Maintenance Plan, and Other.

SECTION G - NEW PLANS - FLEET PLANS

FLEET REGISTRATION SCHEDULE: If any Core Plan is elected for a Fleet, then such coverage shall be in force for each vehicle listed by VIN in this Fleet Registration Schedule below.
Table with 4 columns: Warranty Start Date, Mileage at Agreement Inception, Vehicle Identification Number (17 Digits), Purchase Price. Includes Fleet Code, Fleet Branch Code, FIN, and Subtotal/Sales Tax/TOTAL PURCHASE PRICE & SALES TAX.

SECTION H - DISCLOSURE INFORMATION

NOTE: THE PURCHASE OF THIS AGREEMENT OR ANY MOTOR VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR, A MOTOR VEHICLE. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

CONTRACT PURCHASER: You are the owner of this Agreement. Your Agreement Terms and Conditions are attached.
RESIDENTS OF MISSISSIPPI, PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

I acknowledge that all coverage begins and ends as stated in the "WHEN YOUR AGREEMENT BEGINS AND ENDS/COVERAGE COSTS" section above. I agree to maintain the covered Vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by applicable law. In addition to this application, you will receive a copy of the Agreement (Provisions Booklet) from your Selling Dealer that provides the terms and conditions of this service contract. Please contact your Selling Dealer if you have any questions.

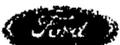
Signature Date: 08-13-07
Contract Purchaser or Fleet Representative Signature (not valid without signature)

EXHIBIT B

EXHIBIT B

19286

1 2 7 8 9 6

FRIENDLY  Inc.

INVOICE

2800 N. Telegraph
MONROE, MICHIGAN 48161-3930
Phone (734) 243-6000 Fax (734) 242-7209

DEBORAH L LAMBRIX
10901 EXETER
CARLETON MI 48117
HOME:734-654-8895 BUS:734-654-6846

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4BA04728		28335/28335	26587	
DEL DATE	PRGD DATE	WARR EXP	PROMISED	PG NO	RATE	PAYMENT	INV DATE
01SEP03 IS			17:00 31JAN06		85.00	CASH	09FEB06
R/O OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

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

A LT SLIDING DOOR WHEN OPENING IS HITTING LT SIDE 1/4 GLASS. 1/4 GLASS IS CHIPPING. NEED TO ADJUST LTS- SLIDER AND REPLACE 1/4 GLASS
 CAUSE: ADJUST AND ALIGN LEFT SLIDING DOOR--FITS POORLY. REMOVE AND REPLACE LEFT QUARTER GLASS, CHIPPED FROM SLIDING DOOR HITTING IT
 REWORK BODY AROU
 24630A DOOR-REAR - ALIGN (24630/24631) - L
 62 BRUCK,GERALD LIC#: M225610
 WB 0.40 (N/C)
 B REMOVE AND REPLACE LEFT QUARTER GLASS
 62 BRUCK,GERALD LIC#: M225610
 WB 1.00 (N/C)
 1 6F2Z*17297A27*BA WINDOW ASY - SIDE (N/C)

FC: B02 07
PART#: 7024630
COUNT:
CLAIM TYPE:
AUTH CODE: PAAAT
6628



PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

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

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

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

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

CUSTOMER SIGNATURE

B/S CUSTOMER COPY

19286

1 2 9 4 8 6

FRIENDLY  **Inc.**

INVOICE

2800 N. Telegraph
MONROE, MICHIGAN 48161-3930
Phone (734) 243-8000 Fax (734) 242-7209

CARLETON, MI

PAGE 1

SERVICE ADVISOR: 30 DON HERKIMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		28505/28505	T013	
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	EQ. NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			17:00 30MAR06		85.00	CASH	24MAR06
R.D. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
16:50 06MAR06	07:33 24MAR06						

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

A- REPLACE LICENSE PLATE HOUSING (cracked)							
CAUSE: PERFORM TSB 051207							
051207A REPLACE LICENSE PLATE HOUSING							
62 BRUCK, GERALD LIC#: M225610							
WB 0.40 (N/C)							
1 3F2Z*17A385*AB BRACKET - LICENSE PLATE							
051207B ADDITIONAL TIME TO PAINT							
62 BRUCK, GERALD LIC#: M225610							
WB 1.30 (N/C)							
FC: B02 12							
PART#: 3F2Z*17A385*AB							
COUNT:							
CLAIM TYPE:							
AUTH CODE: PAAFS							
6628							
PARTS:	0.00	LABOR:	0.00	TOTAL LINE A:	0.00		



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

B/S CUSTOMER COPY

FRIENDLY Inc.

19286

1 2 9 3 2 2

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-6000 Fax (734) 242-7209

CARLTON, MI

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		28448/28448	IT4021	
DEL DATE	PROG DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			WAIT 02MAR06		85.00	CASH	02MAR06
RO OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
15:00 02MAR06	15:36 02MAR06						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A RETRIEVE KEYLESS ENTRY CODE							
1000 KEYLESS #							
38 IUT 0.50							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	(N/C) 0.00

28448 RETRIEVE KEYLESS ENTRY CODE 13539



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.	DESCRIPTION	TOTAL
		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

FRIENDLY Inc.

19286

1 3 5 6 1 2

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48181-3930

Phone (734) 243-8000 Fax (734) 242-7209

INVOICE

SERVICE ADVISOR: 5359 MARK A GENOVESI

ETER
CARLETON, MI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		31669/31581	T2779	
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01SEP03	IS		17:00 06SEP06		85.00	CASH	08SEP06
R.O. OPENED	READY	OPTIONS:					
		STK:P2753 DLR:02662					

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

A PASSENGER SIDE FRONT DOOR POWER WINDOW INTERMITTENTLY INOPERATIVE FROM EITHER THE SWITCH IN THAT DOOR OR THE DRIVER'S DOOR (INOP RIGHT NOW IN SERVICE DRIVE)
 CNV COULD NOT VERIFY CONCERN AT THIS TIME
 14 ISP 0.00 (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

31581 COULD NOT VERIFY CONCERN. ALL TESTS PASSED.

B DRIVER SIDE POWER SLIDING DOOR LOCK INTERMITTENTLY INOPERATIVE (WILL NOT OPEN WITH FOB UNLESS CUSTOMER REACHES IN AND PULLS UP LOCK STEM BY HAND)

CAUSE: 31581 VERIFIED INOPERABLE LFT SLIDING DOOR LOCK. PERF ORMED EEC TESTS AND REFERRED TO OASIS AND TSBS REFERRED TO PPT D. PPT REVEALED FAULT
 MT MT27406

14	W 20 09						(N/C)
1	4F2Z*15604*DA KIT	ALARM/KEYLESS LOCK SYSTEM					(N/C)
1	5F2Z*17264A01*BD	REMOTE CONTROL SYSTEM					(N/C)
1	XF2Z*14A658*CA	TERMINAL					(N/C)
1	XF2Z*14B367*AA	SWITCH ASY					(N/C)
1	3F2Z*14B291*FA	CONTROL ASY - DOOR LOCK					(N/C)
1	4F2Z*17519A70*CA	B CONSOLE ASY - OVERHEAD					(N/C)
1	3F2Z*14B351*BA	ACTUATOR ASY					(N/C)
1	4F2Z*1626413*A	LOCK ASY					(N/C)
1	5F2Z*17218A43*AA	ACTUATOR ASY					(N/C)
1	3F2Z*14630*BAA	WIRE ASY - JUMPER					(N/C)

FC: B15 42

PART#: 5F2Z*17264A01*BD

COUNT:

CLAIM TYPE:

AUTH CODE:

1027

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

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

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

FRIENDLY  Inc.

19286

1 3 5 6 1 2

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

INVOICE

CARLETON, MI

PAGE 2

SERVICE ADVISOR: 5359 MARK A GENOVESI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B		31669/31581	T2779	
DEL DATE	PRGD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03	IS		17:00 06SEP06		85.00	CASH	08SEP06
R.O OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

09:58 17JUL06 16:46 08SEP06

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

31581 VERIFIED INOPERABLE LFT SLIDING DOOR LOCK. PERF ORMED EEC TESTS AND REFERRED TO OASIS AND TSB'S REFERRED TO PPT D. PPT REVEALED FAULTY ACTUATOR REMOVED DOOR PANEL AND REPLACED ACTUATOR AND HARNESS DUE TO UPDATED CONNECTORS. TESTED OPERATI ON. BINDING IN LATCH. REPLACED LATCH ASSEMBLY. BINDING NO LONGER PRESENT BUT INTERMITTENT OPER ATION OBSERVED. CLEANED SLIDING DOOR CONTACTS. INTERNAL MOVEMENT IN CONTACT PRESENT. REPLACED SLIDING DOOR CONTACTS AND RETESTED. INTERMITTEN T OPERATION STILL PRESENT. REPERFORMED PPT D. REMOVED "B" PILLAR TRIM, DRVR SEAT, CARPETING, RIVETS FOR WIRE HARNESS PLATES, WIRING HARNESS AND SJB. CHECKED ALL WIRING FROM SJB TO SLIDING DOOR. WIRING O.K. PPT D ADVISED SJB REPLACEMENT REPLACED SJB. REININITIALIZED SLIDING DOORS AND RETESTED. INOP SLIDING DOOR PRESENT. RECHECKED ALL APPLICABLE WIRING AND CONNECTORS. REMOVED ALL PINS FROM C399. INSPECTION REVEALED HAIRLIN E CRACK IN PIN 7 CKT 1388 (GY). REPLACED PIN AN D RETESTED. PROPER OPERATION VERIFIED. ATTEMPT E D TO DUPLICATE INTERMMITENT OPERATION. POWER DOOR LOCKS OPERABLE. REPAIR VERIFIED. REININITIA LIZED LFT SLIDING DOOR. LFT SLIDING DOOR NEEDS ADJUSTMENT. REESTED ALL REPAIRS. REPAIR VERIFI ED. ASSEMBLED SLIDING DOOR TRIM, "B" PILLAR TRI M, WIRING HARNESS, RIVETED PLATING, CARPETING, DRVR SEAT, SJB KICKPANEL. LFT POWER SLIDING DOO R WILL NOT LATCH FROM POWER. PERFORMED PPT. PPT ADVISES ALIGNMENT. SENT VEHICLE OUT FOR ALIGNME NT. DOOR RETURNED WITH INTERMITTENT NO LATCH. PERFORMED EEC TESTS. B2591 PRESENT. PERFORMED PPT. PPT REVEALED FAULTY DETENT SWITCH. REPLACE D DETENT SWITCH AND REPERFORMED EEC TESTS. B259 1 STILL PRESENT. MONITORED PID DATA... SECONDAR Y TIME AND SEC. TO PRIM. TIMES AT 0 MS. PPT ADV ISES DETENT SWITCH REPLACEMENT. PROBLEM SUSPECT ED ELSEWHERE. CALLED HOTLINE ON 7-26-06. #6GZDS 005. SPOKE WITH JOHN. ALIGNMENT RECOMMENDED. DOOR ALIGNED. LFT POWER SLIDING DOOR WILL CLOSE FROM POWER BUT NOT OPEN. JOHN RECOMMENDS OBSERV ING OPTICAL SENSOR PID STATUS, IF O.K. REPLACED LPSDM. REPLACED MODULE AND ATTEMPTED REINITIALI ZATION. FAILED ON NUMEROUS ATTEMPTS. DOOR INITI LIZED WITH SAME RESULT OF NO POWER OPEN FROM AN Y SWITCH WITH EXCEPTION FROM INTERIOR OR EXTERI OR HANDLE. CALLED HOTLINE ON 7-27-06 AND SPOKE TO PAUL, PAUL ADVISED ALIGNMENT. DOOR SCHEDULED FOR ALIGNMENT AT BODY SHOP. ALIGNED DOOR WITH BODY SHOP

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTAL
		(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

FRIENDLY Inc.

19286

1 3 5 6 1 2

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-6000 Fax (734) 242-7209

CARRETON, MI

SERVICE ADVISOR: 5359 MARK A GENOVESI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4R		31669/31581	T2779	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PID NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			17:00 06SEP06		85.00	CASH	08SEP06
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

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

TECH. SAME RESULTS. CONTACTED HOTLINE SPOKE WITH NATE. MONITORED PID DATA. RESULTS OF O MS TIME FROM SECTIME AND SP TIME STILL PRESEN T. INFORMED NATE OF PREVIOUS REPLACEMENT ON 8-7 -06. CONTACTED HOTLINE AFTER PPT AND PID DATA MONITORING. SPOKE WITH JIM. JIM RECOMMENDED TES TING OF CKT 1434 (LT/PK) SJB TO PSD MODULE. ADV ISED JIM OF PAST TEST RESULTS. REPERFORMED TEST ING. 1.2 OHMS PRESENT. WITHIN SPEC. CONTACTED H OTLINE ON 8-8-06. SPOKE WITH DAVE. DAVE ADVISED ME OF FIELD TECH DEPLOYMENT. FSE KEVIN BLACK ARRIVED. PERFORMED THE FOLLOWING UNDER ADVISEME NT. REMOVED LFT AND RIGHT POWER SLIDING DOOR TR IMS. REAR QUARTER LFT AND RT TRIMS. "B" PILLAR TRIMS OVER HEAD CONSOLE AND SJB KICKPANEL. REPE RFORMED EEC TESTS, PID DATA MONITORING AND PPT. ALL RESULTS SAME. REALIGNED DOOR W KEVIN. SAME RESULTS. REFERED TO WIRING DIAGRAM WITHOUT PPT PROCEDURE. 126-2_CKT 1251 OBSERVED TO BE COMMON CKT BETWEEN DETENT SWITCH C711 AND LATCH REVERS E ACTUATOR C709. REMOVED WIRING HARNESS. OBSERV ED INCORRECT CONNECTOR TO C709. FSE RECOMMENDED HARNESS AND ACTUATOR REPLACEMENT. NEW PARTS ARRIVED WITH SAME RESULTS. INCOMPATABILITY ISSU E WITH C709 HARNESS SIDE AND LATCH SIDE. REMOVE D CONNECTOR AND SPLICED PROPER CONNECTOR TO ACT UATOR. TESTED REPAIR. DOOR OPERATES PROPERLY. PERFORMED EEC TESTS AND OBSERVED PID DATA. ALL OBSERVED OPERATION NORMAL. REPAIR VERIFIED.

C C/S TIRE LIGHT KEEPS COMING ON EVEN THOUGH ALL TIRES ARE SUPPOSEDLY OK

MISC MISC REPAIR

14 ISP 0.20 (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

31581 VERIFIED TPMS LIGHT ON. CHECKED TIRE PRESSURES. LR TIRE AT 34 PSI. ALL OTHERS AT 41 PSI. SET ALL FOUR TIRES TO 35 PSI AND RESET TPMS.

D C/S CLUNK IN RIGHT FRON WHEN TURNING SLOW SPEEDS (LIKE IN A PARKING LOT)...DOES NOT HAVE TO BE TURNING HARD OVER)

CNV COULD NOT VERIFY CONCERN AT THIS TIME

14 ISP 0.00

(N/C)

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this vehicle. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither makes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER COPY

FRIENDLY Inc.

19286

1 3 5 6 1 2

INVOICE

P.O. BOX 710
2800 N. Telegraph
MONROE, MICHIGAN 48161-3930
Phone (734) 243-8000 Fax (734) 242-7209

CARLETON, MI

SERVICE ADVISOR: 5359 MARK A GENOVESI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B		31669/31581	T2779	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01SEP03	IS		17:00 06SEP06		85.00	CASH	08SEP06
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

09:58 17JUL06 16:46 08SEP06

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
31581	RETRIEVED	KEYLESS	ENTRY	CODE 11995.			

H** C/S IGNITION KEY HAS BECOME HARD TO PULL OUT WHEN VAN IS SHUT OFF
CNV COULD NOT VERIFY CONCERN AT THIS TIME

PARTS:	14	ISP	0.00					(N/C)
	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE H:		0.00

31581 CYCLED KEY ON AND OFF AND REMOVED KEY EFFORTLES SLY SEVERAL
TIMES. COULD NOT DUPLICATE CONCERN AT THIS TIME.



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

P.O. BOX 710
2800 N. Telegraph

INVOICE

CARLETON, MI

PAGE 1

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		42226/42226	T4961	
DEL. DATE	PRCD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					
08:41 13AUG07	17:06 15AUG07						

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

A CUSTOMER STATES TRANSMISSION LIGHT STAYS ON. CHECK ENGINE LIGHT ON. VEHICLE WONT MOVE IN GEAR

CAUSE: 42226 PERFORMED ELEC-TESTS ON TRANS.RETREIVED CODE P0442 FOR EVAP.PERFORMED PRESSURE TESTS ON TRANS AND FOUND NONE.ISOLATED TO INTERNAL IS

7000F AUTOMATIC TRANSMISSION ELECTRONIC DIAGNOSIS - DIAGNOSIS (7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 1.30

(N/C)

7000F2 AUTOMATIC TRANSMISSION PIN POINT TEST - DIAGNOSIS - L

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.30

(N/C)

7000A AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE (7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 5.20

(N/C)

7000AXQ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.20

(N/C)

7000AZJ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.30

(N/C)

7000A2 AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL (7C391/7000) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 6.20

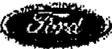
(N/C)

7000A4 AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY - FLUSH (7A283/7052/7902) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE		

CUSTOMER COPY

FRIENDLY  Inc.

19286

1 5 1 0 8 2

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-6000 Fax (734) 242-7209

CARLETON, MI

PAGE 2

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4B		42226/42226	T4961	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

08:41 13AUG07	17:06 15AUG07						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

- WE 0.20 (N/C)
- 7000A11 AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH (7A030/7A031) - L
9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.30 (N/C)
- 7000A13 AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL (7A100) - L
9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 1.80 (N/C)
- 7000A22G AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL - L EXTRA TIME TO CLEAN, INSPECT AND REUSE ELASTOMERIC REUSABLE
9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.10 (N/C)
- 15 ATF BULK TRANSMISSION FLUID (N/C)
- 4 *W705444*S900 STD (N/C)
- 4 *W705443*S900 NUT (N/C)
- 1 2F1Z*7F401*AA SEAL (N/C)
- 1 2F2Z*7B328*AA SHAFT - OIL PUMP DRIVE (N/C)
- 1 3F2Z*7902*ACRM REMAN CONVERTER ASY (N/C)
- 2 E6DZ*7G092*A SEAL (N/C)
- 3 E6DZ*7G093*A SEAL - OIL PUMP (N/C)
- 1 E6DZ*7G092*A SEAL (N/C)
- 2 2F1Z*1177*AB SEAL (N/C)
- 9000D EVAPORATIVE EMISSIONS SYSTEM STATIC PRESSURE LEAK TEST - DIAGNOSIS - L
9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.40 (N/C)
- 9000D1 EVAPORATIVE EMISSIONS SYSTEM LEAK TEST - DIAGNOSIS - L
9 POTRZEBOWSKI, JOHN LIC#: M210532
WE 0.20 (N/C)
- 9000D2 EVAPORATIVE EMISSIONS SYSTEM RE-TEST - DIAGNOSIS - L

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither authorizes nor authorizes any other person to assume for it any liability in connection with the sale of this item.	DESCRIPTION	TOTAL
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

FRIENDLY  Inc

19286

151082

INVOICE

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48181-3930

Phone (734) 243-6000 Fax (734) 242-7209

SERVICE ADVISOR: 764 JEFFERY A GOGOL

CARLETON, MI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		42226/42226	T4961	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PG. NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
H.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

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

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.10

12222A VACUUM TUBE/HOSE - REPAIR

(VACHOSE/9E455/9E498/9E499/9F485) - L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.40

(N/C)

(N/C)

FC: G29 30

PART#: 3F2Z*7902*ACRM

COUNT:

CLAIM TYPE: ESP

AUTH CODE:

8996

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

42226 PERFORMED ELEC/TESTS ON TRANS. RETRIEVED CODE P0442 FOR EVAP. PERFORMED PRESSURE TESTS ON TRANS AND FOUND NONE, ISOLATED TO INTERNAL ISSUE REMOVED TRANSAXLE AND MOUNTED ON BENCH, DISASSEM AND FOUND PUMP SHAFT SPLINES STRIPPED AND TORQUE CONVERTER SPLINES CHUNKED OUT AS WELL TESTED ALL CYLINDER AND CLEANED OIL DEBRIS. DISASSEMBLED V/B AND CLEANED. FLUSHED COOLER AND LINES. REPLACED PUMP SHAFT AND RELATED SEALS REPLACED TORQUE CONVERTER. REASSEMBLED TRANS AND REPLACED BROKEN EXHAUST STUDS. TOPPED FLUID LEVEL/TEST DROVE. TRANS ISSUE RESOLVED, PERFORMED EVAP TESTS AND FAILED, PERFORMED SMOKE TEST AND FOUND VAPOR LINE DISLODGED FROM CANISTER. RESECU AND RETESTED. SYSTEM PASSED/CLEARED CODE/RESOLVE

B CUSTOMER STATES PASSENGER SLIDER DOOR LOCK INOP

CAUSE: 42226 PERFORMED INSPECTION. FOUND SLIDING DOOR CONTACT

BROKEN. REPLACED CONTACTS AND RETESTED-FOUND D LOC ACTUATOR

FAULTY. REMOVED PANEL AND RE

12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST -

L

9 POTRZEBOWSKI, JOHN LIC#: M210532

WE 0.20

(N/C)

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranty with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

19286

151082

FRIENDLY  Inc.

P.O. BOX 710

2800 N. Telegraph

MONROE, MICHIGAN 48161-3930

Phone (734) 243-6000 Fax (734) 242-7209

INVOICE

PAGE 4

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4P		42226/42226	T4961	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07

R/O OPENED	READY	OPTIONS:
08:41 13AUG07	17:06 15AUG07	STK:P2753 DLR:02662

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
12651D2			BODY/CHASSIS/ELECTRICAL	PIN POINT TEST - DIAGNOSIS - L			
				9 POTRZEBOWSKI, JOHN LIC#: M210532			
				WE 0.30			(N/C)
14658AT			SLIDING DOOR CONTACT(S) - REPLACE (14A658) - L				
				9 POTRZEBOWSKI, JOHN LIC#: M210532			
				WE 0.30			(N/C)
27411B			TRIM PANEL-BODY SIDE SLIDING DOOR - REMOVE AND INSTALL (27411) - L				
				9 POTRZEBOWSKI, JOHN LIC#: M210532			
				WE 0.20			(N/C)
27411B7			ACTUATOR ASSEMBLY-BODY SIDE SLIDING DOOR - REPLACE (218A42/26594) - L				
				9 POTRZEBOWSKI, JOHN LIC#: M210532			
				WE 0.50			(N/C)
12651DX1			BODY / CHASSIS / ELECTRICAL (BCE) - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST				
				9 POTRZEBOWSKI, JOHN LIC#: M210532			
				WE 0.10			(N/C)
				1 XF2Z*14A658*CA TERMINAL			(N/C)
				1 XF2Z*14A658*BA TERMINAL			(N/C)
				1 2F2Z*16218A42*BA ACTUATOR ASY			(N/C)
				FC: L17 42			
				PART#: XF2Z*14A658*CA			
				COUNT:			
				CLAIM TYPE: ESP			
				AUTH CODE:			
				8996			

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

42226 PERFORMED INSPECTION.FOUND SLIDING DOOR CONTACT BROKEN.REPLACED CONTACTS AND RETESTED/FOUND LOC ACTUATOR FAULTY.REMOVED PANEL AND REPLACED LOCK ACTUATOR.RETESTED/RESOLVED

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/units. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/units.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
PARTS AMOUNT			
GAS, OIL, LUBE			
SUBLET AMOUNT			
MISC. CHARGES			
TOTAL CHARGES			
LESS INSURANCE			
SALES TAX			
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

19286

151082

FRIENDLY Inc.

P.O. BOX 710
2800 N. Telegraph

INVOICE

Phone (734) 243-6000 Fax (734) 242-7209

CARLETON, MI 48117

PAGE 6

SERVICE ADVISOR: 764 JEFFERY A GOGOL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	04	FORD FREESTAR	2FMDA522X4E		42226/42226	T4961	
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01SEP03 IS			10:30 15AUG07		87.50	CASH	15AUG07
R.O. OPENED	READY	OPTIONS: STK:P2753 DLR:02662					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
9		POTRZEBOWSKI, JOHN		LIC#: M210532			
		WE		0.90			(N/C)

1 3F2Z*9F924*AB SWITCH ASY
 FC: H19 42
 PART#: 3F2Z*9F924*AB
 COUNT:
 CLAIM TYPE: ESP
 AUTH CODE:
 8996

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

42226 PERFORMED TESTS ON ABS SYSTEM.FOUND C-1288 IN CONTINUOUS.PINPOINT TESTS ISOLATED TO FAULTY DEACTIVATION SW/REPLACED/RETESTED/RESOLVED CLEARED CODE/ROAD TESTED/

SUBL HERTZ RENTAL

WE

(N/C)

CUSTOMER PAY DEDUCTIBLE FOR REPAIR ORDER

100.00

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

STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS INSURANCE	0.00
SALES TAX	6.00
PLEASE PAY THIS AMOUNT	106.00

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

CUSTOMER SIGNATURE

CUSTOMER COPY



Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Prothonotary Use Only / Docket Number
OCTOBER 2009
 Filing Number: 0910068398

PLAINTIFF'S NAME JOHN STAHL		DEFENDANT'S NAME FORD MOTOR COMPANY	
PLAINTIFF'S ADDRESS 59 NORTH EMPIRE STREET WILKS BARRE PA 18702		DEFENDANT'S ADDRESS OFFICE OF THE SECRETARY ONE AMERICAN ROAD 10TH FLOOR DEARBORN MI 18702	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input checked="" type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		<p style="text-align: center;">FILED PRO PROTHY OCT 26 2009 J. MURPHY</p>	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JOHN STAHL</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT A. RAPKIN		ADDRESS 30 EAST BUTLER PIKE AMBLER PA 19002	
PHONE NUMBER (215) 540-8888	FAX NUMBER (215) 540-8817		
SUPREME COURT IDENTIFICATION NO. 61628		E-MAIL ADDRESS rarphillyefile@lemonlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPKIN		DATE SUBMITTED Monday, October 26, 2009, 08:45 am	

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 06/23/2010

You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard before the Board of Arbitrators at the time, date and place specified herein. If you are not present at the hearing, your matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no appeal from a decision entered by a Judge.

30 East Butler Pike

Abingdon, PA 17004
(215) 540-8888

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARD BY COURT REQUESTED.



JOHN STAHL
59 North Empire Street
Wilkes Barre, PA 18702

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

FORD MOTOR COMPANY
Office of the Secretary
One American Road, 10th Floor
Dearborn, MI 48126

OFFICE OF THE CLERK
PETER J. GUNDEL
9 NOV 18 PM 2:00
Q1A

**NOTICE TO DEFEND
CODE: 1900**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701**

Case ID: 091003708

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

JOHN STAHL
59 North Empire Street
Wilkes Barre, PA 18702

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

FORD MOTOR COMPANY
Office of the Secretary
One American Road, 10th Floor
Dearborn, MI 48126

COMPLAINT
CODE: 1900

1. Plaintiff, John Stahl, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 59 North Empire Street, Wilkes Barre, PA 18702.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at Office of the Secretary, One American Road, 10th Floor, Dearborn, MI 48126.

BACKGROUND

3. On or about September 12, 2005, Plaintiff purchased a used 2004 Ford Freestar, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2FMZA51654BA85809.

4. The vehicle was purchased in the State of New Jersey and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Case ID: 091003708

Lemon Law, totaled more than \$15,822.08. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Transmission, Engine Stalls and Transaxle Light On. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

Case ID: 091003708

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

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

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

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

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

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

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

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

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

21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

22. 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.

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

Case ID: 091003708

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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 "Person" as defined by 73 P.S. §201-2(2).

30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

31. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

32. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

Case ID: 091003708

33. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(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;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

34. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

35. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

Case ID: 091003708

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: /S/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Case ID: 091003708

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiff herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/S/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

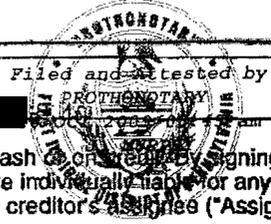
Case ID: 091003708

CITIZENS AUTOMOBILE FINANCE, INC.

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 06/23/2010

You must still comply with the notice below. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE. NJ
The matter will be heard by a Board of Arbitrators at the time, date and place specified below. If one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo in appeals of Arbitration Decisions.

Co Buyer: _____
(Print Full Name and Address of Principal Residence)



Creditor-Seller: _____
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's Assignee ("Assignee").

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

New, Used or Demo	Year Model	Make and Model	Body Type	Vehicle Identification Number	Key Number
USED	2004	FORD TRUCK F150 F350	4 DOOR UN	2F1MZ451654B	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for personal, family or household, or business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
5.99 %	\$ 842.38	\$ 9526.70	\$ 10369.08	\$ 5453.00 \$ 15822.08

PAYMENT SCHEDULE: Your payment schedule will be 36 monthly payments of \$ 288.03 each, due on the same day of each month starting on 10/27/2005.

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

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

LATE FEE: If all or any portion of a payment is more than ten days late, you will be charged a default charge of \$10.

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

ITEMIZATION OF THE AMOUNT FINANCED

- Cash Price (including any accessories, services and sales tax of \$ 841.20) \$ 14211.20 (1)
- Downpayment:
 - Trade-in. Your Trade-in is a _____
 Gross Allowance \$ N/A less Amount Owing \$ N/A equals Net Trade-in \$ N/A
 (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in item 4C)
 - Cash Downpayment \$ 5453.00
 - Manufacturer's Rebate Applied to Downpayment \$ N/A
 - Total Downpayment (A plus B plus C) \$ 5453.00 (2)
- Unpaid Balance of Cash Price (1 minus 2D): \$ 8758.20 (3)
- Other Charges Including Amounts Paid to Others on Your Behalf:
 - Amounts Paid to Insurance Companies*:
 - Optional Credit Life Insurance \$ N/A
 - Optional Credit Accident and Health Insurance \$ N/A
 - Amounts Paid to Public Officials:
 - Government License and/or Registration Fees \$ 5.00
 - Certificate of Title Fees \$ 68.50
 - Lien Recording Fees \$ N/A
 - UCC Filing Fees \$ 44.00



C. Other Charges (describe who will receive payment and purpose)

- 1. To _____ For Prior Credit or Lease Balance \$ _____ N/A
- 2. To _____ For SERVICE CONTRACT * \$ 650.00
- 3. To _____ For N/A * \$ N/A
- 4. To _____ For N/A * \$ N/A

D. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C) \$ _____ (4)

5. Amount Financed / Unpaid Balance (3 plus 4D): \$ _____ (5)

*We may be retaining or receiving a portion of these amounts

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth in Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is \$1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

(Street and Town)

INSURANCE ON THE VEHICLE: Insurance coverage to protect Assignee for loss or damage to the vehicle (collision, fire and theft) is required. You have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you do not obtain the required insurance, and we are unable to purchase insurance covering both your interest and our interest, we may purchase coverage covering only our interest in the vehicle. If we purchase insurance covering only our interest in the vehicle, the insurance will not protect your interest in the vehicle. The charge for this coverage is not refundable upon prepayment unless such a refund is required by law.

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life (Buyer Co-Buyer Both) at a premium of \$ _____ N/A for a term of _____ N/A

Credit life insurance will pay your debt on this Contract up to \$ _____ N/A

Disability, Accident and Health (Buyer Only) at a premium of \$ _____ N/A for a term of _____ N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ _____ N/A

The name of the insurer is _____ of _____

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

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

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING:

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

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

NOTICE TO RETAIL BUYER

Do not sign this contract before you read it or if it contains any blank spaces.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

By signing below, you acknowledge that you have received a completely filled-in copy of this contract signed by the Seller on the date of this Contract and a copy of the Citizens Financial Group, Inc. Privacy Notice.

RETAIL INSTALLMENT CONTRACT

Buyer Signs _____ Co-Buyer Signs _____
Creditor-Seller Signs _____ By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

CUSTOMER COPY

CC215385 (10/04)

Case ID: 091003708

COCCIA FORD COMPANY #1
 577 EAST MAIN STREET
 WILKES-BARRE, PA 18702
 570-823-8888 FAX 570-823-6484
 WWW.COCCIACARS.COM

22781STA

 WILKES BARRE PA 		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		2FMZA51654B 		48321	02/01/08	22781	
YEAR	MAKE	MODEL		COLOR	TAG NO.		
04	FORD	FREESTAR S			00000		
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
			570- -		00/00/00	565 4565	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
65.00	00/00/00		48321	12/28/07	00/00/00		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A						
CUSTOMER STATES TOW IN TRANSMISSION WORK PERFORMED RECENTLY IN FEUSNER'S, STARTED SHUTTERING AND NOW WON'T MOVE VERIFIED CONCERN. ENGINE STALLS WHEN OUT IN GEAR. PINPOINT TEST FLUID LEVEL. CODE P-0741, ALL PRESSURES 90PSI. ** NEEDS TO COME APART. REMOVED TRANSMISSION TO THE BENCH AND WAS VIEWED BY THE ADJUSTER. WAS GIVEN PERMISSION TO REPLACE W/REMAN UNIT. REPLACED UNIT, FILLED AND ROAD TESTED. OPERATION NORMAL. REFERENCE NUMBER #4412193 AUTHORIZATION: E571Z						
			A21 3579	9.80	W	
			4F2Z 7000 BARM AUTOMATIC TRA	1	W	
			HANDLG	1	W	
				Line Total.....		

Warranty Claim Type: F

Authorization Code:

CUSTOMER COPY - PAGE 01

<p align="center"><small>STATEMENT OF DISCLAIMER</small></p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>_____</p> <p align="center"><small>CUSTOMER SIGNATURE</small></p>	<p>On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by</p> <p>_____</p> <p align="center"><small>(SIGNED) DEALER, GENERAL MANAGER OR AUTHORITY</small></p>
---	---





FEUSSNERS FORD, INC.

SINCE 1945

East South Street, P.O. Box 38
FREELAND, PA 18224
 (570) 636-3920 (570) 454-3519
 Fax: (570) 636-2865

Hours of Operation
 Monday - Friday
 8:00 AM - 5:00 PM

CUSTOMER NO 8316	ADVISOR DAVE	TAG NO. 9728	INVOICE DATE 06/13/07	INVOICE NO. FOCS49282
WEATHERLY, PA	LABOR RATE	MI/LEAGE 36,987	COLOR /	STOCK NO
	YEAR / MAKE / MODEL 04/FORD TRUCK/FREESTAR/SE WAGON		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. 2 E M Z A 5 1 6 5 4 B		SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 06/13/07	
BUSINESS PHONE	COMMENTS			MO: 36987

JOB# 5 CHARGES

LABOR
J# 5 30FOZ AUTO TRANSMISSION TECH(S):0317 68.68
 CHECK THE TRANSAXLE LIGHT IS ON AND OFF
 HAD CODE P0741
 FLUID DUE FOR A CHANGE. OLD FLUID MAY CAUSE CODES
 FLUSH AND FILL THE TRANSMISSION

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	BG-9136	TRANS KIT	30.75	30.75	30.75
	16	XT-5-QM	FLUID - TRANSM	4.17	4.17	66.72
				TOTAL - PARTS		97.47

JOB# 5 TOTALS

LABOR 68.68
 PARTS 97.47

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 166.15

JOB# 6 CHARGES

LABOR
J# 6 00FOZ07 FILTERS CHECK TECH(S):0317 34.34
 CUSTOMER REQUESTS A CHECK OF THE FUEL AND AIR FILTERS
 REPLACE BOTH THE FUEL AND AIR FILTERS

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	FA-1679	ELEMENT ASY	22.78	22.78	22.78
	1	FG-986-B	FILTER ASY F	17.67	17.67	17.67
				TOTAL - PARTS		40.45

JOB# 6 TOTALS

LABOR 34.34
 PARTS 40.45

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 74.79

JOB# 7 CHARGES

LABOR
J# 7+40FOZ BRAKES TECH(S):0317 130.49
 NEEDS REAR BRAKES
 REPLACE THE REAR BRAKE PADS AND MACHINE THE ROTORS

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	BR-1021-B	KIT - BRAKE SH	72.57	72.57	72.57
	1	BG-9651	BRAKE KIT	19.35	19.35	19.35
				TOTAL - PARTS		91.92

JOB# 7 TOTALS

LABOR 130.49
 PARTS 91.92

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 222.41

Reprints and Reproduction: Copyright © 1998



FEUSSNERS FORD, INC.

SINCE 1945

East South Street, P.O. Box 38
FREELAND, PA 18224
 (570) 636-3920 (570) 454-3519
 Fax: (570) 636-2865

Hours of Operation
 Monday - Friday
 8:00 AM - 5:00 PM

CUSTOMER NO 8316	ADVISOR DAVE	TAG NO 9728	INVOICE DATE 06/13/07	INVOICE NO FOCS49282
	LABOR RATE	MILEAGE 36,987	COLOR /	STOCK NO
WEATHERLY, PA	YEAR / MAKE / MODEL 04/FORD TRUCK/FREESTAR/SE WAGON		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 2 F M Z A 5 1 6 5 4 B		SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO	P.O. NO	INVOICE DATE 06/13/07	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		
		MO: 36987		

JOB# 1 CHARGES				
LABOR				
# 1 00FOZ01	LUBE OIL & FILTER	TECH(S):0317		10.00
	CHANGE THE OIL AND FILTER CHECK ALL BELTS,HOSES,AND FLUIDS CHECK THE BATTERY,ANTIFREEZE,TIRE WEAR AND PRESSURES PERFORMED THE SERVICE DESCRIBED ABOVE			
PARTS				
QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
1	PK15	OIL & FILTER	****	****
5	20WOIL	5W20	2.99	2.99
1	FL-400-S	FILTER - OIL A	7.98	7.98
			TOTAL - PARTS	22.93
JOB# 1 TOTALS				
			LABOR	10.00
			PARTS	22.93
			JOB# 1 JOURNAL PREFIX FOCS	JOB# 1 TOTAL
				32.93
JOB# 2 CHARGES				
LABOR				
# 2 00FOZ03	ROTATE TIRES	TECH(S):D317		19.95
	ROTATE THE TIRES,CHECK ALL TIRE PRESSURES ROTATE TIRES CHECK PRESSURES			
JOB# 2 TOTALS				
			LABOR	19.95
			JOB# 2 JOURNAL PREFIX FOCS	JOB# 2 TOTAL
				19.95
JOB# 3 CHARGES				
LABOR				
# 3 46FOZ06	TIRE REPAIR	TECH(S):0317		20.00
	CHECK THE TIRE ON THE LEFT REAR AND THE TIRE PRESSURE LIGHT IS ON REPAIR THE TIRE AND RESET PRESSURES			
JOB# 3 TOTALS				
			LABOR	20.00
			JOB# 3 JOURNAL PREFIX FOCS	JOB# 3 TOTAL
				20.00
JOB# 4 CHARGES				
LABOR				
# 4 50FOZ	ENGINE ELECTRICAL	TECH(S):0317		6.87
	PROGRAM KEYS REPROGRAM KEYS			
JOB# 4 TOTALS				
			LABOR	6.87
			JOB# 4 JOURNAL PREFIX FOCS	JOB# 4 TOTAL
				6.87

Case ID: 091003708



FEUSSNERS FORD, INC.

SINCE 1945

East South Street, P.O. Box 38

FREELAND, PA 18224

(570) 636-3920 (570) 454-3519

Fax: (570) 636-2865

Hours of Operation

Monday - Friday

8:00 AM - 5:00 PM

CUSTOMER NO. 8316		ADVISOR DAVE	TAG NO. 9728	INVOICE DATE 07/03/07	INVOICE NO. FOCS49359
RESIDENCE PHONE 732-371-8179		BUSINESS PHONE	LABOR RATE	LICENSE NO.	STOCK NO.
WEATHERLY, PA			MILEAGE 37,741	COLOR /	
		YEAR / MAKE / MODEL 04/FORD TRUCK/FREESTAR/SE WAGON		DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 2 F M Z A 5 1 6 5 4		SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.	P.O. NO.	R.O. DATE 06/20/07	REPRINT# 1
		COMMENTS			MO: 37741

JOB# 1 CHARGES-----

LABOR-----

J# 1 46FOZ WHEELS/TIRES TECH(S):0317 10.00

CUSTOMER STATES HIS TIRE PRESSURE LIGHT IS ON AGAIN
FOUND FOUR SMALL HOLES IN THE LEFT FRONT TIRE
REPLACE THE TIRE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	9004-32333	P225/60R16 B	113.95	113.95	113.95
	1	08	VALVE STEM	1.50	1.50	1.50
	2	07	WHEEL WEIGHTS	1.00	1.00	2.00
TOTAL - PARTS						117.45

JOB# 1 TOTALS-----

LABOR 10.00

PARTS 117.45

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 127.45

JOB# 2 CHARGES-----

LABOR-----

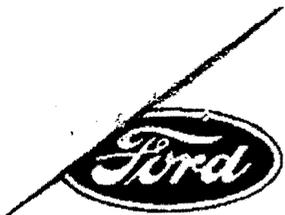
J# 2 30FOZ AUTO TRANSMISSION TECH(S):0317 WARRANTY

CUSTOMER STATES HIS TRANSAXLE LIGHT IS ON AGAIN
HAD CODE P0741
REPLACED THE VALVE BODY AND GASKETS

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	4F1Z-7A100-ARM	CONTROL ASY			WARRANTY
	1	YF1Z-7F396-AA	GASKET			WARRANTY
	6	XT-5-QM	FLUID - TRANSM			WARRANTY
	1	4F1Z-7A100-ARM	CORE RETURN			WARRANTY
	1	F58Z-38478-C	CLAMP - BOOT L			WARRANTY
TOTAL - PARTS						0.00

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00



FEUSSNERS FORD, INC.

SINCE 1945

East South Street, P.O. Box 38
FREELAND, PA 18224
(570) 636-3920 (570) 454-3519
Fax: (570) 636-2865

Hours c
Monda
8:00 AM

CUSTOMER NO. 8316	ADVISOR DAVE	TAG NO. 9728	INVOICE DATE 07/03/07	INVOICE NO. FOCS49359
WEATHERLY, PA	LABOR RATE	LICENSE NO.	MILEAGE 37,741	COLOR /
	YEAR/MAKE/MODEL 04/FORD TRUCK/FREESTAR/SE WAGON	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 2 F M Z A 5 1 6 5 4 B	SELLING DEALER NO.	PRODUCTION DATE	
F.T.E. NO.	R.O. NO.	R.O. DATE 06/20/07	REPRINT# 1	
BUSINESS PHONE	COMMENTS			MO: 37741

 * [] CASH [] CHECK CK NO. [] *
 * VISA [] MASTERCARD [] DISCOVER *
 * [] AMER XPRESS [] OTHER [] CHARGE *

TOTAL LABOR.... 10.00
 TOTAL PARTS.... 117.45
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC 0.00
 TOTAL TAX..... 7.65

TOTAL INVOICE \$ 135.10

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

COCCIA FORD LINCOLN MERCURY

577 EAST MAIN STREET
 WILKES-BARRE, PA 18702
 570-823-8888 FAX 570-823-6484
 WWW.COCCIACARS.COM

See A & C

34526STA

 WILKES BARRE PA		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		2FMZA51654B		65573	02/03/09	34526 B	
YEAR		MAKE		MODEL	COLOR		TAG NO.
04		FORD		FREESTAR S	GREEN		00000
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
			570- -		00/00/00	432 6432	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILBS	MILEAGE IN	DATE IN	IN-SERV DATE		
69.00	00/00/00		65555	01/15/09	00/00/00		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A *	CUSTOMER STATES SEE HISTORY, TRANSMISSION KEEPS COMING ON AFTER DRIVING FOR A WHILE (20 MINUTES OR SO) LIGHT FLASHED. TRANS STARTING TO BUCK WHEN STARTING OFF TECH RD TESTED VEHICLE, VERIFIED TRANSMISSION SHUDDER. CHECKED FLUID. PERFORM STAR TEST FOR CODES, RETRIEVED CODE P0741. VEHICLE					
**	ALSO SLIPPING. TECH MONITORED TORQUE CONVERTER LOCK UP. CHECKED CONVERTER OK. NEEDS MAIN CONTROL MODULE & SERVOS. HAS SHUDDER IN OVERDRIVE ON 304 SHIFTS. TECH REMOVED SISE COVER, RE PLACED MAIN CONTROL VALVE BODY, REPLACED PUMP SHAFT SEAS, R&R PAN, REPLACED FLUID & FILTER. REASSEMBLE. RD TEST UPON COMPLETION. SPW REPAIR, REF RO 22781, DATED 2/01/08, AT 48,321 MILES					
			A21 3579	6.60	W	
			4F1Z 7A100 ARM CONTROL ASY -	1	W	
			YF1Z 7F396 AA GASKET	1	W	
			E5DZ 7G092 A SEAL	2	W	
			E6DZ 7G093 A SEAL - OIL PUM	2	W	
			F2DZ 7G090 A SEAL	1	W	
Line Total.....						

B *	LOANER	PER MANAGEMENT				
	LOANER		C32 6432			
Line Total.....						

CUSTOMER COPY - PAGE 01

<p>STATEMENT OF DISCLAIMER</p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>_____</p> <p>CUSTOMER SIGNATURE</p>	<p>On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.</p> <p>_____</p> <p>(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</p>
--	---

Case ID: 091003708

COCCIA FORD LINCOLN MERCURY
 577 EAST MAIN STREET
 WILKES-BARRE, PA 18702
 570-823-8888 FAX 570-823-6484
 WWW.COCCIACARS.COM

Repeat
See 34526 B
also RO still open

34526STA

 WILKES BARRE PA 		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		2FMZA51654B 		65573	02/10/09	34526 C	
YEAR	MAKE	MODEL	COLOR	TAG NO.			
04	FORD	FREESTAR S	GREEN	00000			
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
			570- -		00/00/00	432 6432	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
69.00	00/00/00		65555	01/15/09	00/00/00		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/Qty	TYPE	AMOUNT
A *	CUSTOMER STATES SEE HISTORY, TRANSMISSION KEEPS COMING ON AFTER DRIVING FOR A WHILE (20 MINUTES OR SO) LIGHT FLASHED. TRANS STARTING TO BUCK WHEN STARTING OFF. TECH RD TESTED VEHICLE, VERIFIED TRANSMISSION SHUDDER. CHECKED FLUID. PERFORM STAR TEST FOR CODES, RETRIEVED CODE P0741. VEHICLE ALSO SLIPPING. TECH MONITORED TORQUE CONVERTER LOCK UP. CHECKED CONVERTER OK. NEEDS MAIN CONTROL MODULE & SERVOS. HAS SHUDDER IN OVERDRIVE ON 304 SHIFTS. TECH REMOVED SISE COVER, RE PLACED MAIN CONTROL VALVE BODY, REPLACED PUMP SHAFT SEAS. R&R PAN, REPLACED FLUID & FILTER. REASSEMBLE. RD TEST UPON COMPLETION. SPW REPAIR, REF RO 22781, DATED 2/01/08, AT 48,321 MILES					
			A21 3579	6.60	W	
			4F1Z 7A100 ARM CONTROL ASY -	1	W	
			YF1Z 7F396 AA GASKET	1	W	
			E6DZ 7G092 A SEAL	2	W	
			E6DZ 7G093 A SEAL - OIL PUM	2	W	
			F2DZ 7G090 A SEAL	1	W	
Line Total.....						

B *	LOANER	PER MANAGEMENT				
	LOANER					
	LOANER		C32 6432			
Line Total.....						

CUSTOMER COPY - PAGE 01

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

 CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

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

Case ID: 091003708

COCCIA FORD LINCOLN MERCURY
 577 EAST MAIN STREET
 WILKES-BARRE, PA 18702
 570-823-8888 FAX 570-823-6484
 WWW.COCCIACARS.COM

369664STA

[REDACTED] WILKES BARRE PA [REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		2FMZA51654B [REDACTED]		66565	03/30/09	36964	
YEAR	MAKE	MODEL		COLOR	TAG NO.		
04	FORD	FREESTAR S		GREEN	00000		
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
		[REDACTED]	570- -		00/00/00	224 3224	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
69.00	00/00/00		66565	03/16/09	00/00/00		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A *	CUSTOMER STATES TRANS LITE ON AGAIN TECH DIAG CODES P0741 PINPOINT TEST COLLECT INFO CALL HOTLINE TOLD TO R&R TRANS AND TEAR DOWN REMOVE TRANS MOUNT TO BENCH DISSA ** MBLE FOUND WEAR ON O/D DOWN TO DRIVEN SPOCKET SUPPORT ALSO FOUND WAER ON STATON SUPPORT AND TORQUE CONVERTOR AND TIMBAR SHAFT FLUSH COOLER L NES FLUSH COOLER RETEST ALIGN OK					
			A21 3579	10.50	W	
			4F2Z 7000 BARM AUTOMATIC TRA	1	W	
			XC3Z 7B155 F KIT - TRANSM.	1	W	
			W705443 S900 NUT	4	W	
				Line Total.....		
B *	LOANER LOANER LOANER					
			C24 3224			
				Line Total.....		

CUSTOMER COPY - PAGE 01

<p align="center">STATEMENT OF DISCLAIMER</p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>_____</p> <p align="center">CUSTOMER SIGNATURE</p>	<p>On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.</p> <p>_____</p> <p align="center">(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</p>
--	--

Case ID: 091003708

COCCIA FORD LINCOLN MERCURY
 577 EAST MAIN STREET
 WILKES-BARRE, PA 18702
 570-823-8888 FAX 570-823-6484
 WWW.COCCIACARS.COM

35545STA

[REDACTED] WILKES BARRE PA [REDACTED]		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		2FMZA51654B [REDACTED]		66000	02/10/09	35545	
YEAR	MAKE	MODEL		COLOR	TAG NO.		
04	FORD	FREESTAR S		GREEN	00000		
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PRDD. DATE	SERV. ADV.	TERMS
		[REDACTED]	570- -		00/00/00	224 3224	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
69.00	00/00/00		66000	02/10/09	00/00/00		

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A *	CUSTOMER STATES WRENCH LITE COMING ON AGAIN					
	TECH VERF CONCERN CK PIN NO2 FOR 12VOLTS OK CH RES BETWEEN PIN 2 AND PIN3 OPEN CK RESISTANCE PIN3 TO PIN54 PCM .80OHS HOOK UP LOAD					
**	OR R/B WIRE IN 3 TO 54 OK CK PIN 71 TO PIN 2 .8 CK OPEN BETWEEN PIN 54 CK RESISTANCE TO SOLOINOID 14.1OHS CK INT HARNESS ALL SWITCHES CIRCUIT ICITY HOOK UP DATA LOGGER AND DRIVE WHEN TCL APPLIED 200 RPM DROP AT L OCK UP REPALCE PCM RETEST OK					
			A21 3579	.90	W	
			4F2Z 12A650 DG MODULE - ENGI	1	W	
			PATSKEY PATSKEYS	1	W	
			Line Total.....			

C *	LOANER					
	LOANER		C24 3224			
			Line Total.....			

CUSTOMER COPY - PAGE 01

<p align="center">STATEMENT OF DISCLAIMER</p> <p>The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.</p> <p>_____</p> <p align="center">CUSTOMER SIGNATURE</p>	<p>On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.</p> <p>_____</p> <p align="center">(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)</p>
--	--

Case ID: 091003708

EA09-016

FORD

1-17-2011

Appendix F1 - Extended
Warranty Coverage Freestar

Coverage for Base Part # 7000 Transmission

NEW ESP Contract Coverage

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
3 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
5 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
6 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
7 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
3 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
5 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
6 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
7 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
3 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
5 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
6 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
7 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
3 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
	100000	X	X	X	X	X	X	X
5 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
6 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X
7 Years	36000	X	X	X	X	X	X	X
	48000	X	X	X	X	X	X	X
	60000	X	X	X	X	X	X	X
	75000	X	X	X	X	X	X	X

Used ESP Contract Coverage

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
1 Year	12000	X	X	X	X	X	X	X
2 Years	24000	X	X	X	X	X	X	X
3 Years	36000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
5 Years		X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
1 Year	12000	X	X	X	X	X	X	X
2 Years	24000	X	X	X	X	X	X	X
3 Years	36000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
5 Years	60000	X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
1 Year	12000	X	X	X	X	X	X	X
2 Years	24000	X	X	X	X	X	X	X
3 Years	36000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X
5 Years	60000	X	X	X	X	X	X	X

Coverage		2004-2005 Ford Freestar						
Time	Mileage	2004	2005	2006	2007	2009	2010	2011
1 Year	12000	X	X	X	X	X	X	X
2 Years	24000	X	X	X	X	X	X	X
3 Years	36000	X	X	X	X	X	X	X
4 Years	48000	X	X	X	X	X	X	X

EA09-016

FORD

1-17-2011

Appendix F2 - Extended
Warranty Coverage Monterey

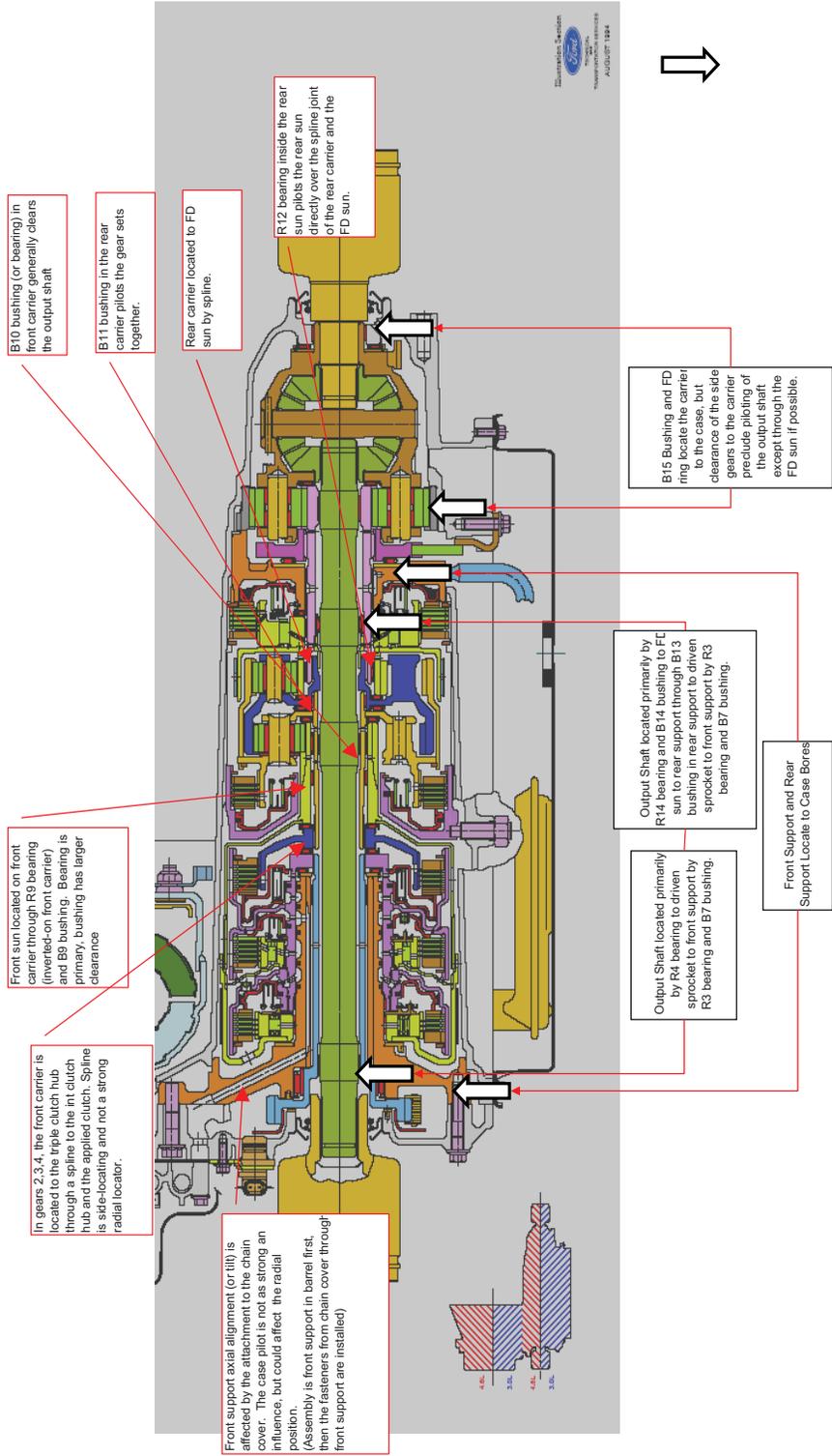
EA09-016

FORD

1-17-2011

Appendix G, Engineering
Review

4F50N Centerline Location Theory



High-level Inspection

- B4 bushing
- R4 bearing and B7 bushing interior of triple hub and seal lands of front support
- Reverse cylinder/ Front Shell
- T-12 bearing.
- B11 bushing
- R9 bearing and B9 bushing in clutch outer edge of hub/shell with front shell.
- R12 bearing inside rear sun

Rationale

B4 locates the OD Drum+Front Shell. If the front sun is pushed off-line or is radially mislocated, this should see distress (hourglass).

Front support "tilt" will distress these elements. Caution: mileage may be too low to show R4 distress and the B7 clearance may be too high to show subtle effects.

Front support tilt or hub misalignment should show impact marks if severe. Past teardowns have noted contact of the front shell with the reverse cylinder in various failures (including reverse anchor failure but also possibly including front gear failure). The presence or absence of impact features should be noted. Could be sensitive to front sun conditions. Has been a noted feature damage or undamaged in past assessments of the front planetary failure issue. R9 bearing should be inspected for prescience of all needles. Misalignment could cause B9 distress.

This is another possible impact point if components are misaligned or severely unbalanced. The R-12 bearing sometimes walks (left). This bearing position should be noted in case it is a harbinger of alignment.

Transmission Number: (traceable to CTS)

Mileage:

National Exchange YES NO

CQUIS#

Other ID:

Notes:

Subjective:

TW#3 and TW#4 (plastic on driven sprocket): _____

R4 Bearing & B7 Bushing (in driven sprocket): _____

B4 Bushing (in OD drum): _____

Contact Between Front Shell and Reverse Cylinder?: _____

Contact Between Intermediate Shell and Front Shell?: _____

B11 Bushing (in rear carrier between front and rear): _____

Output Shaft: _____

B13 bushing (in rear support): _____

T12 Bearing (intact and disassembled): _____

Metrology: (circle if complete and results attached or note w/o#)

Front Support Tilt to Chaincover (CMM)

Front Shell -7G304- Runout of Spline B (w/ OD drum) to Datum A (R9 bearing)

OD Drum -7G207- Total Runout of Outer Dia to Datum B (B4 bushing dia)

Front Carrier T-12 mating diameter (laser scan?)

Front Carrier Pinion Shaft Hole Position (CMM)

From: Plasencia, David (D.B.)
Sent: Wednesday, September 23, 2009 9:30 AM
To: Placha, Diana (D.B.)
Subject: AX4N PDI Control Plan Changes for Heat Treating

Diana, do you have an electronic copy of the Items that MPI was supposed to add to Control plan. Exedy has not sent me anything and I want to remind them that they need to send records of the certification process that was put in place....

*David Plasencia
Section Supervisor
RWD Converter and Flexplate Design
Torque Converter Engineering
Cell 313-805-9360*

*Page from computer
3138059360 @vtext.com*

Planetary Failures Undefined 2004 Model Year

Issues	2003												2004		
	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	2004 Total	
MANUF															
Outsourcing Op. 10 & 20 Carrier-2652 Pcs.															
Op. 10 & 20 Carrier- hole drilled-13,851 Pc.															
Hole drilled only 5911 Pcs. In Oct, 1997 in March															
Casting Hardness alert															
DESIGN															
Insource front ring gear contour hardening															
Resource casting to Namyang															
Tighten casting hardness tolerance															
Planetary Failures as of 3/17						3	9	13	4	1	0				

4F50N Converter Core Review

Revised: 08-27-09

*Rest Cause
Analysis*

*REFERENCE
ONLY*

<u>Part #</u>	<u>Build Date</u>	<u>Stripped</u>	<u>Good</u>
3F2PAF	030124		X
3F2PAF	030129	X	
3F2PAF	030230		X
3F2PBE	030517	X	
3F2PBE	030522	X	
3F2PBE	030604	X	
3F2PBF	030610	X	
3F2PAG	030617	X	
3F2PAF	030618		X
3F1PAE	030619	X	
3F2PAF	030625	X	
3F2PAF	030626	X	
3F2PAF	030626	X	
3F2PBE	030626	X	
3F2PBE	030626	X	
3F2PAF	030627	X	
3F2PAF	030630		X
3F2PAF	030630	X	
3F2PAG	030701	X	
3F2PAF	030702	X	
3F2PAF	030703	X	
3F2PAF	030715	X	
3F1PAE	030719		X
3F1PAE	030723	X	
3F2PAF	030819	X	
3F2PAF	030819	X	
3F1PAE	030825	X	
3F2PAG	030903	X	
3F1PAG	030905	X	
3F1PAE	030910		X
3F1PAE	030916	X	
3F2PAF	031014	X	
3F2PBE	031014	X	
3F2PBE	031017	X	
3F2PBE	031022	X	
3F2PAF	031023	X	
3F2PAF	031024		X
3F2PBE	031031	X	
3F2PBE	031031	X	
3F2PBE	031031		X
3F2PAF	031105	X	
3F2PAF	031105	X	
3F2PAF	031106	X	
3F2PBE	031110	X	

2003 m4 ends.

3F2PAF	031113		X	
3F2PAF	031117	X		
3F1PAE	031118	X		
3F2PAF	031121	X		
3F2PAF	031203		X	
3F2PAF	031204	X		
3F2PAF	031209	X		
3F2PAF	031209	X		
3F2PAF	031209	X		
3F2PAF	031211		X	
3F2PBE	031215	X		
3F2PBE	031215		X	
2003 Builds:		47	12	20.3% OK

3F2PAG	040105		X	
3F2PBF	040108	X		
3F2PBF	040109	X		
3F2PBF	040110	X		
3F2PBF	040112	X		
3F2PBF	040113	X		
3F2PBF	040121	X		
3F2PAG	040122	X		
3F2PBF	040129		X	
3F2PAH	040311	X		
3F2PBF	040315	X		
3F2PAG	040408	X		
3F2PBE	040419	X		
3F2PBF	040419	X		
3F2PBF	040419	X		
3F2PAG	040420	X		
3F2PAG	040420		X	
3F2PAH	040427	X		
3F2PAH	040503	X		
3F2PAH	040517	X		
3F1PAG	040528	X		
5F2PAB	040611	X		
5F2PAB	040614	X		
5F2PAB	040617	X		
5F2PAB	040617	X		
5F2PAB	040618	X		
5F2PAB	040618	X		
3F1PAG	040625		X	
5F2PBC	040726	X		
5F2PAB	040729	X		
5F2PAB	040729	X		
5F2PAB	040801	X		
3F1PAG	040810	X		
5F2PAB	040823	X		
5F2PAB	040827	X		
5F2PAB	040827	X		
5F2PAB	040831		X	

2004 MY ends

5F2PAB	040909	X		
5F2PAB	040914		X	
5F2PAB	040914	X		
5F2PAB	040915	X		
5F2PAB	040915	X		
3F2PBF	041008	X		
5F2PAB	041118	X		
5F2PAB	041118	X		
5F2PAB	041129	X		
2004 Builds:		40	6	13.0% OK

5F2PAD	050204	X		
5F2PAD	050211	X		
5F2PAD	050211	X		
5F2PAD	050211	X		
5F2PBC	050212	X		
3F1PAG	050308		X	
5F2PAD	050523	X		
5F2PAD	050917	X		
3F1PAG	050922		X	
5F2PAD	051007	X		
2005 Builds:		8	2	20.0% OK

2005 NY ends

5F2PBC	060201	X		
3F1PAG	060303		X	
3F1PAG	060306	X		
5F2PAD	060308		X	
3F1PAG	060422	X		
5F2PAB	060428		X	
5F2PAD	060516	X		
5F2PAD	060628		X	
3F1PAG	060917		X	
5F2PBC	061110	X		
2006 Builds:		5	5	50.0% OK

2006 NY ends

From: Britton, Eric (E.J.)
Sent: Wednesday, February 03, 2010 9:30 AM
To: Hartstang, Joe (J.K.); Moore, April (M.); Kreiger, Erik (E.); Frommann, Mike (M.W.); Christianson, Kevin (K.C.); Walega, Ken (K.G.); Patel, Bharat (B.J.); Placha, Diana (D.B.); Plasencia, David (D.B.); Ott, David (D.J.)
Subject: Drawing for 11:30 am Meeting
Attachments: 4F50N Drawing.ppt



4F50N Drawing.ppt

If you are unable to attend in person here is one of the drawings we will be referring to. Thanks.

AGENDA
Status of Investigation
Service Solution
Parts

Eric Britton

4F50N (AX4N) AUTOMATIC TRANSAXLE

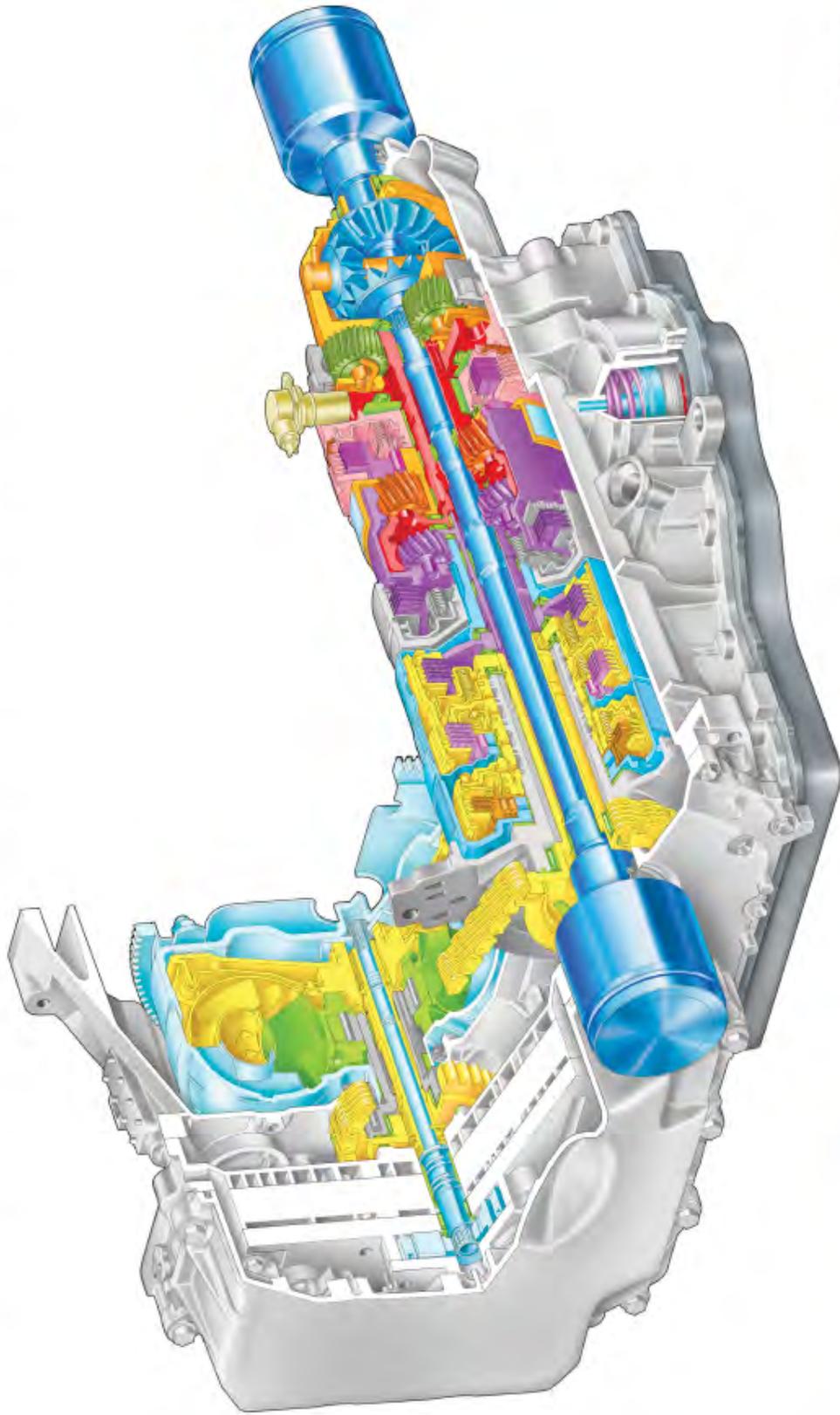
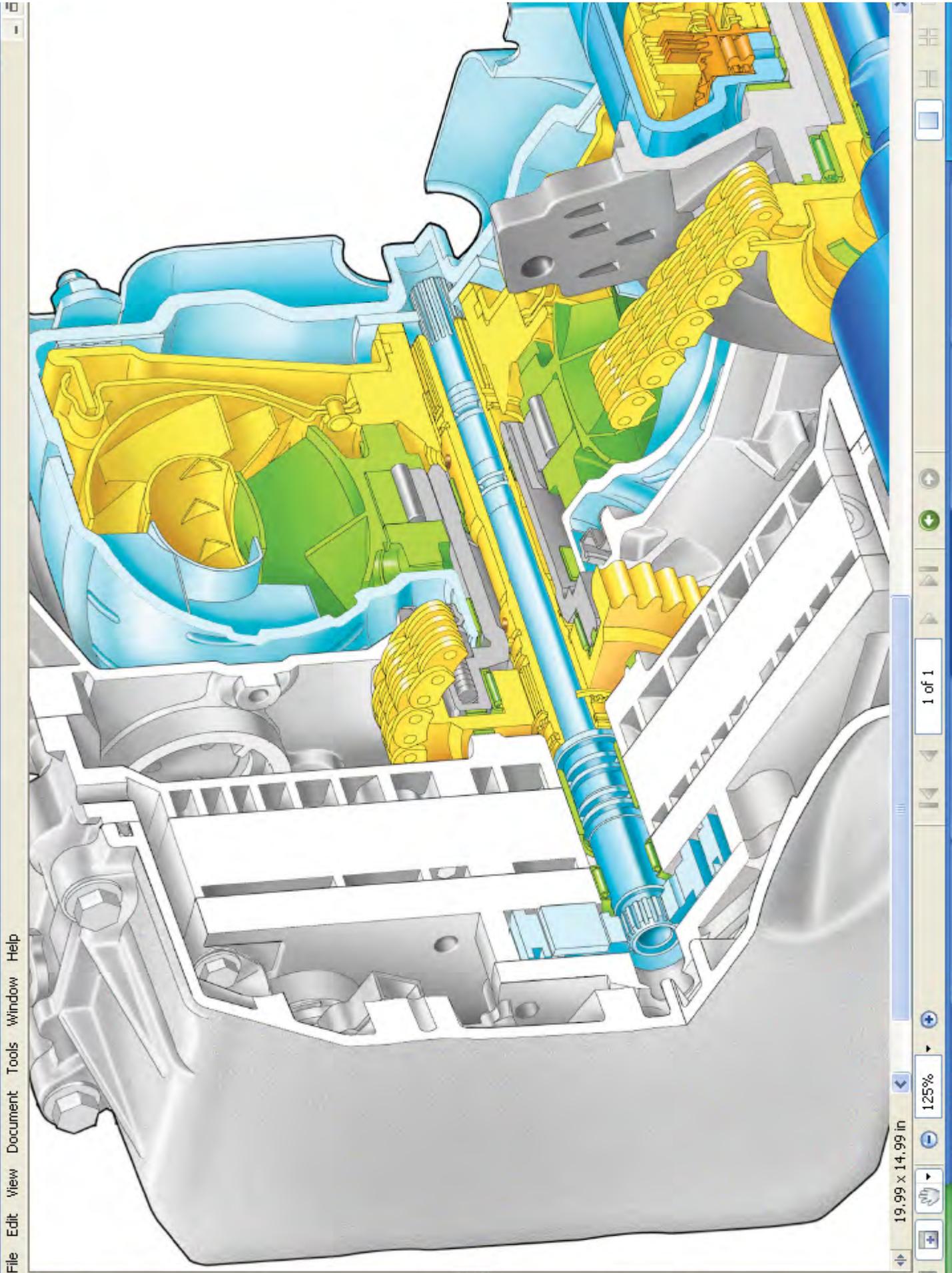
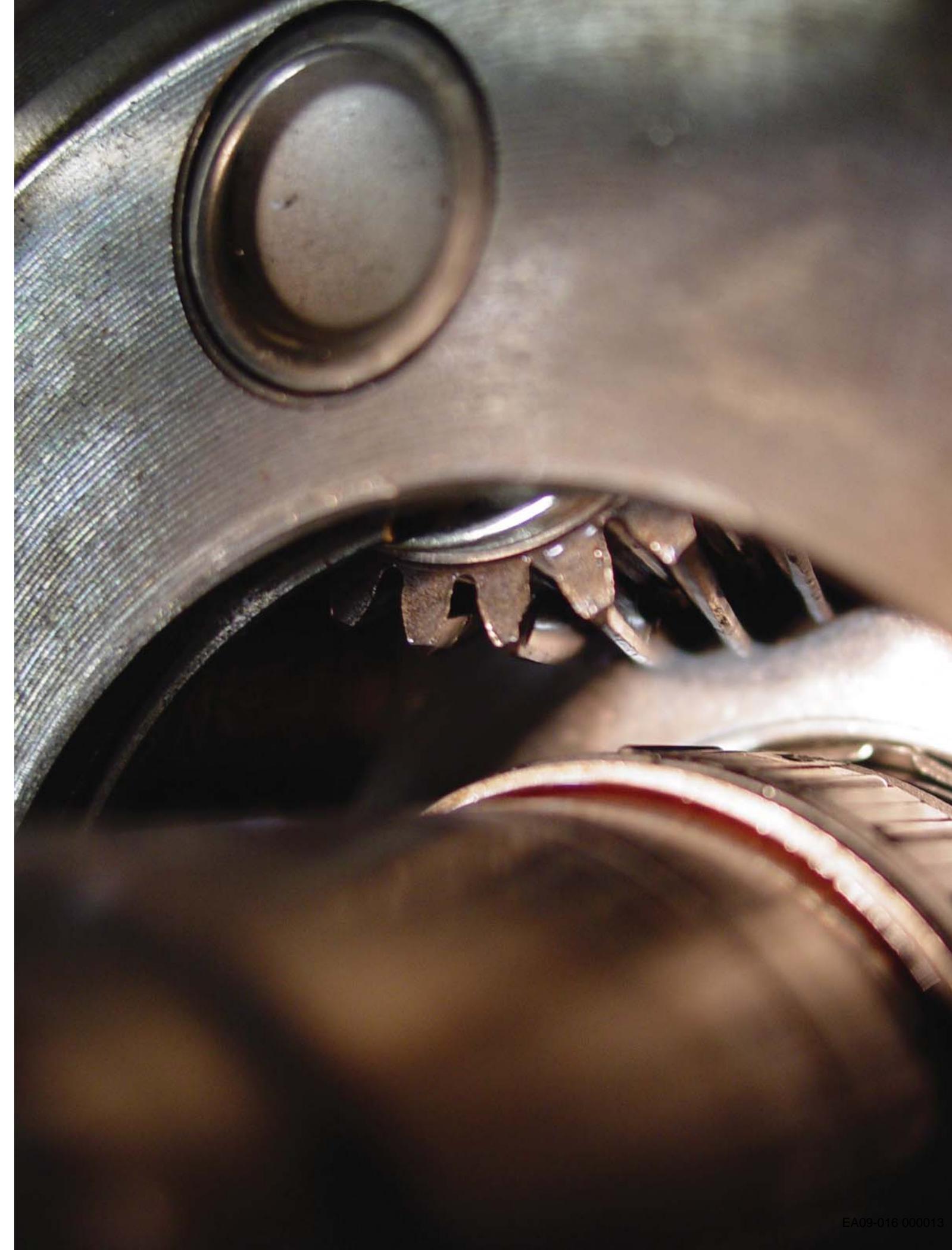


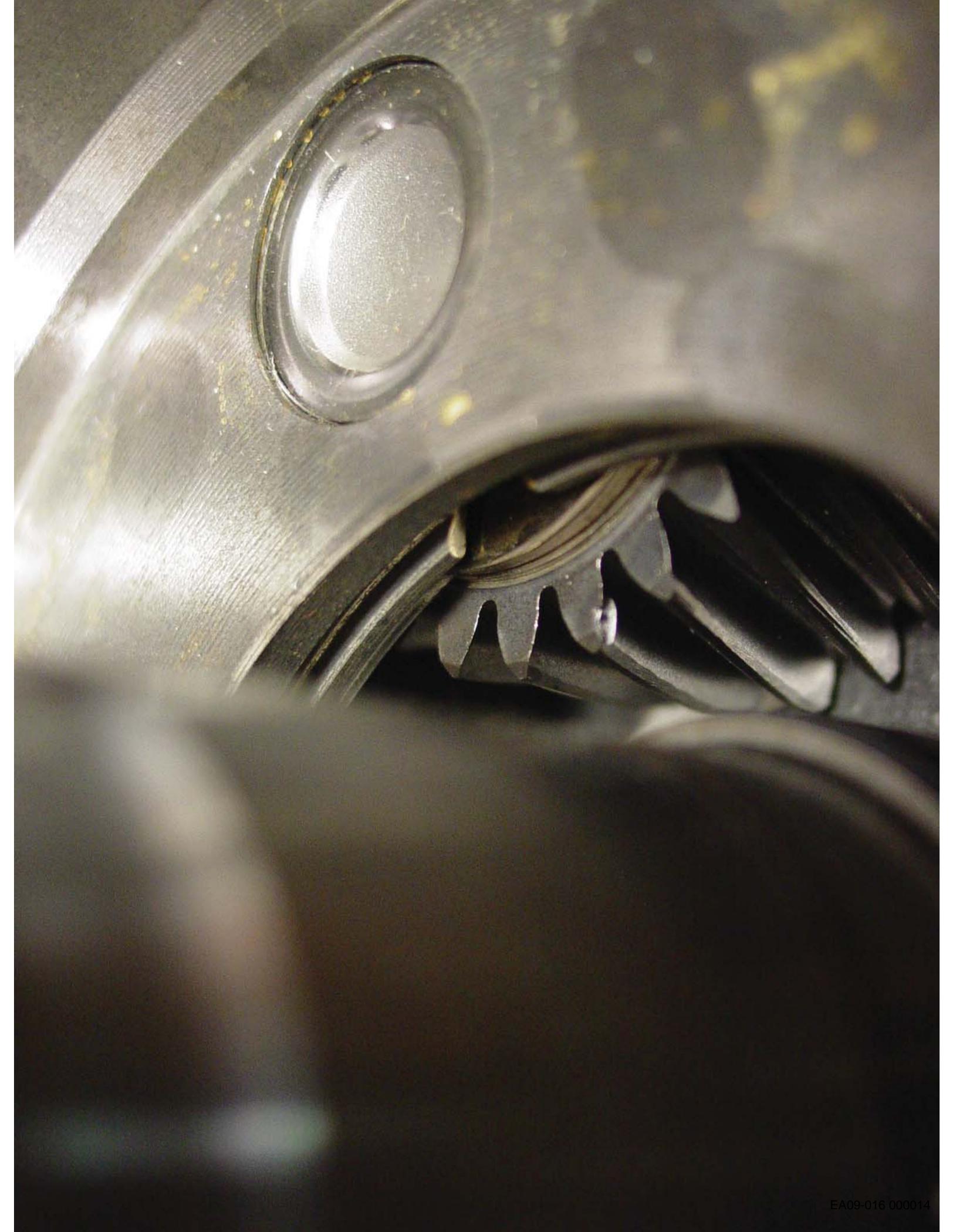
Illustration Section
Ford Motor Company

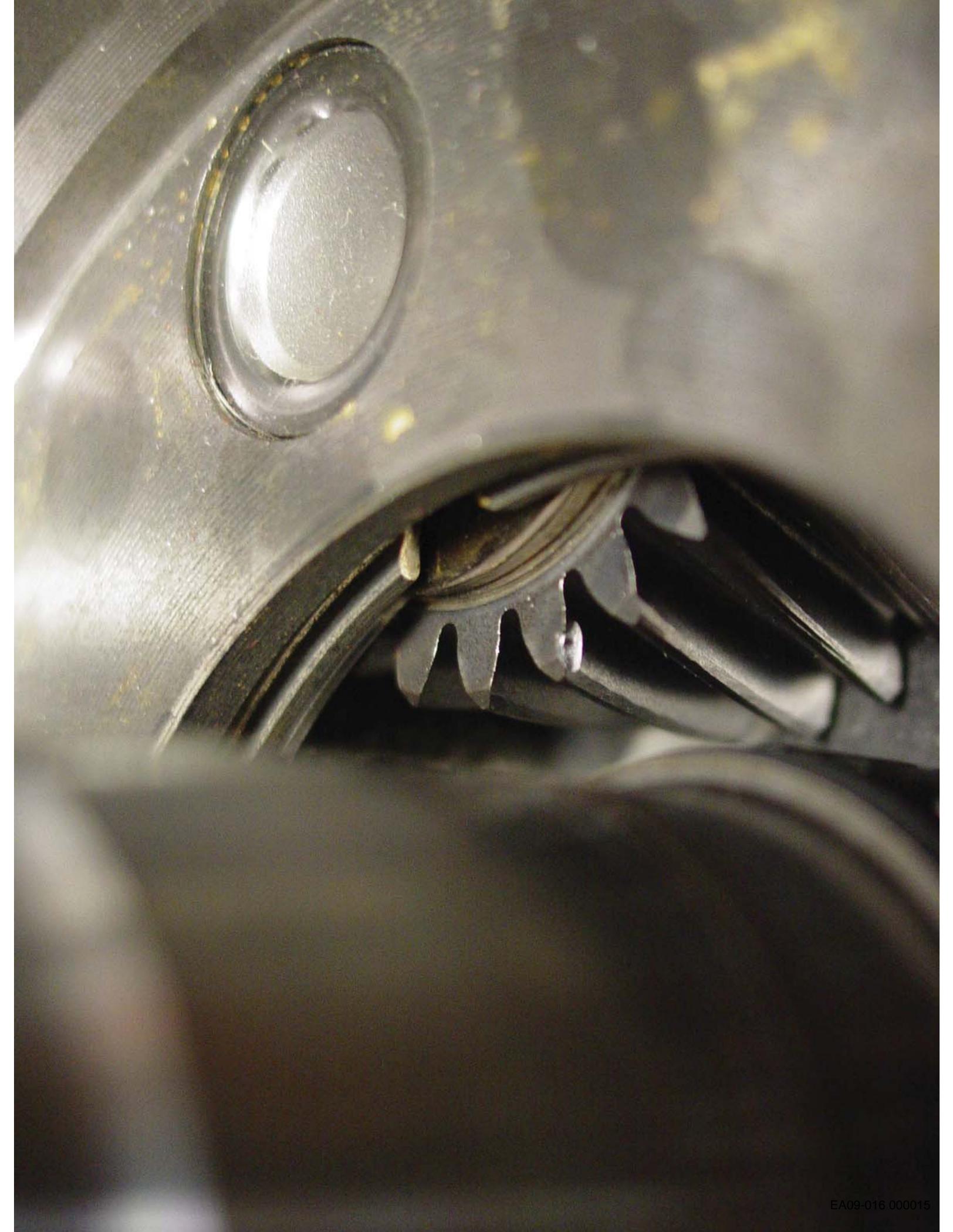








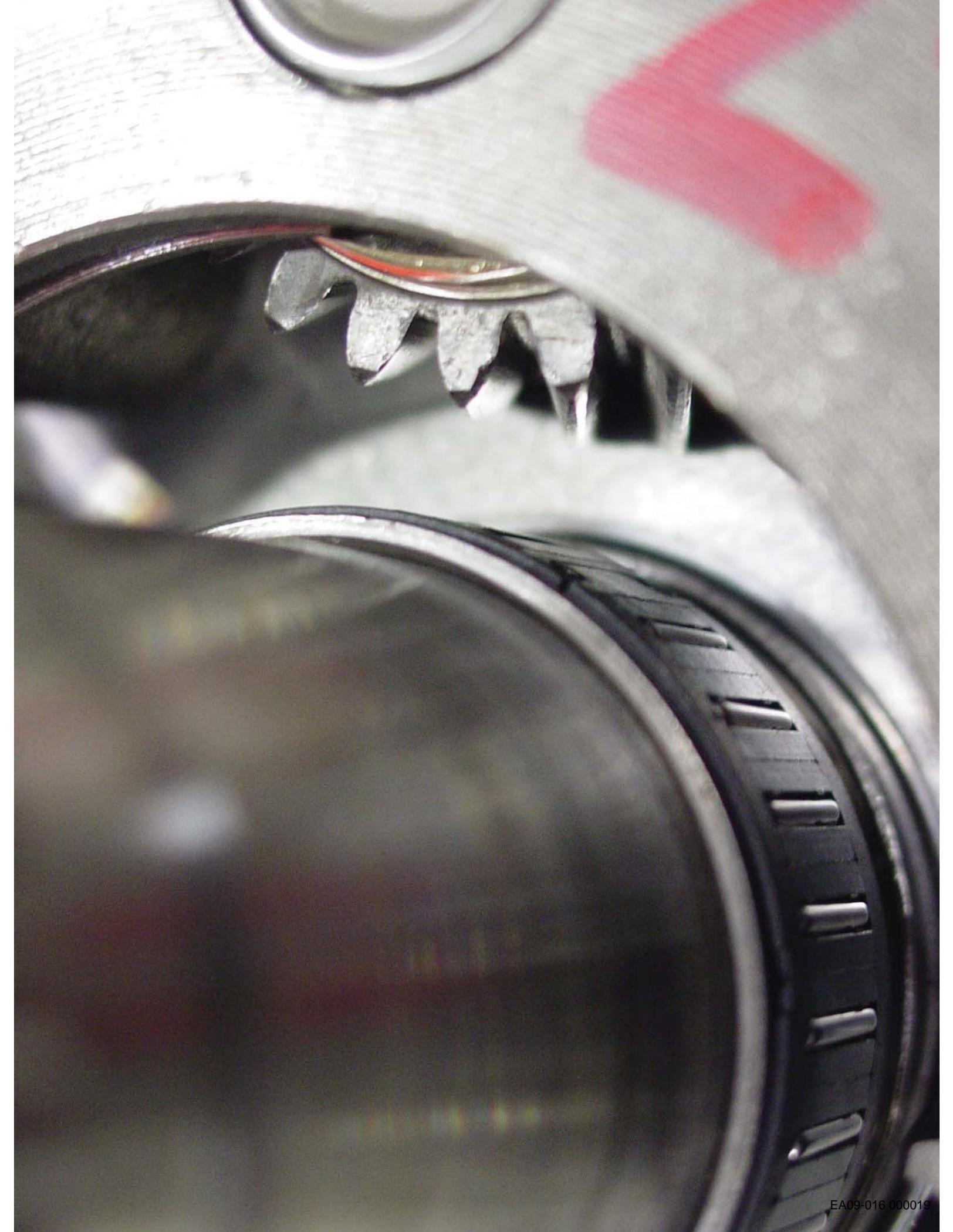
















From: Placha, Diana (D.B.)
Sent: Tuesday, February 16, 2010 12:28 PM
To: Britton, Eric (E.J.)
Subject: FW: Freestar

Hi Eric ... Please see Ken Lipka's response on the pump below. The pump drive insert in the converter is always submerged in oil - splines in oil

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Lipka, Ken (K.R.)
Sent: Tuesday, February 16, 2010 11:01 AM
To: Placha, Diana (D.B.)
Subject: RE: Freestar

I don't think so. There was a control solenoid, but I don't recall a specific sensor for pump pressure.

Ken Lipka

Ford Motor Company, Transmission Design Engineer
Bearings and Bushings for 4F27E, 4R75, 5R55S/E, 5R110, 6F50/55, 6R60/80
W218H, ATNPC
Tel: (313) 805-9248, FAX: (734) 523-4433

From: Placha, Diana (D.B.)
Sent: Tuesday, February 16, 2010 9:00 AM
To: Lipka, Ken (K.R.)
Subject: FW: Freestar

Ken ... Was there a pump pressure sensor on the 4F50N?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction

From: Britton, Eric (E.J.)
Sent: Thursday, February 11, 2010 3:13 PM
To: Placha, Diana (D.B.)
Subject: Freestar

Couple questions:

- 1) Are the splines dry or is there oil in that portion of the converter?
- 2) Is there a pump pressure sensor?

Thanks.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Britton, Eric (E.J.)
Sent: Tuesday, September 01, 2009 1:18 PM
To: Girolamo, Robert (R.F.)
Subject: FW: Reman OE teardown data - Section 15e

Attachments: OEM-3F2-4F2-5F2.xls

Bob, can you make sense of the trans serial code on these reports.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Culkin, Thomas (T.)
Sent: Tuesday, September 01, 2009 12:59 PM
To: Britton, Eric (E.J.)
Subject: Reman OE teardown data - Section 15e

Eric,
Attached is all the OE teardown data from the remanufacturer related to OE transmission models used on 2004 and 2004 Freestar and Monterey.



OEM-3F2-4F2-5F2.
xls

Regards,

Thomas J. Culkin
Supplier Technical Assistance Engineer
North American Quality Office, FCSD
Regent Court Building
16800 Executive Plaza Drive
Cube 3N107
Dearborn, MI 48126
(ph) 313-390-3190 (fx) 313-390-0448

INSPECTION_DATE	MODEL_NO	FAILURE_CAUSE	FAILURE_CAUSE_TEXT	RESPONSIBILITY	TRANS_ID_SERIAL	TRANSMISSION_MODEL	VEHICLE_TYPE	VIN_NO	COMMENTS
27-Jun-08	AX4N	7902-117	TORQUE CONVERTER - SPLINES STRIPPED	FORD	42202830	4F2P-BA	NA	NA	O.E.M. UNIT. RETURNED AS WARRANTY. FLUID DISCOLORED FOUND STRIPPED PUMP SHAFT SPLINES IN TC PUMP, PUMP SHAFT AND TURBINE SHAFT OKAY
19-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42226342	4F2P-BA	NA	NA	PUMP SHAFT SPLINES STRIPPED IN CONV DEALER IN UNIT LOOSE AND MISSING PAN AND MAIN CONTROL BOLTS PARTS IN CONTAINER AND INSIDE THE UNIT
15-Mar-07	AX4N	70000-003	TOO DAMAGED TO EVALUATE	FORD	LA41040466	4F2P-BA	NA	NA	PUMP SPLINE IN CONV STRIPPED EXTENSIVE DAMAGE TO PUMP O/P RING O/P VALVE SUPPORT RING BROKEN
15-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42202479	4F2P-BA	NA	NA	PUMP SHAFT SPLINES IN CONV STRIPPED PUMP THE PUMP AND TURBINE SHAFT OK
15-Mar-07	AX4N	7902-117	TORQUE CONVERTER (COLOR CODE-LIGHT GREEN) - SPLINES STRIPPED	FORD	LA42230789	4F2P-BA	NA	NA	PUMP SHAFT SPLINES IN CONV STRIPPED PUMP THE PUMP SHAFT AND TURBINE SHAFT OK
15-Mar-07	AX4N	7G298-080	SUPPORT SPRING ASSEMBLY - BROKEN	FORD	LA42204128	4F2P-BA	NA	NA	UNIT CONTAMINATED WITH FINE METAL FOUND BROKEN SPRING DIR PISTON RETURN SPRING SNAP RING IN PLACE DAMAGED CAUSED EXCESSIVE WEAR TO OTHER COMPONENTS
15-Mar-07	AX4N	7L306-103	GEAR & DIFF ASSY SUN (4 PINION) - PITTED/SPALLED	FORD	LA41031783	4F2P-BA	NA	NA	FLUID CLEAN NO METAL IN PAN VALVES SEALS AND BEARINGS OK CLUTCHES AND STEELS OK FOUND PITTING ON FINAL DRIVE GEAR

From: Hassel, Ronald (R.F.)
Sent: Thursday, September 16, 2010 3:35 PM
To: Placha, Diana (D.B.)
Subject: FW: V229 Volumes

Fyi. I told him yes 100% on V229. So we should be able to get vehicles produced by month. Hopefully that will work.

Ron Hassel

Transmission Design Resident Engineer
Van Dyke Transmission Plant
(586) 826-6314
rhassel@Ford.com

From: Donnelly, Christopher (C.M.)
Sent: Thursday, September 16, 2010 3:20 PM
To: Lang, Mike (E.); Hassel, Ronald (R.F.); Cascio, Paul (P.T.); Watkins, Brad (B.J.); Vaughen, Dave (D.W.); Storves, Bill (W.K.); Place, Robert (R.C.)
Cc: Campo, John (J.)
Subject: RE: V229 Volumes

We keep aggregate detail at the commodity level only, i.e. it's not broken down by customer. If it was used on 100% of the V229 vehicles we could use the total vehicle volume.

Chris Donnelly

Marketing and Sales Operations
Powertrain Scheduling and Capacity Planning
313-322-5455

From: Lang, Mike (E.)
Sent: Thursday, September 16, 2010 3:15 PM
To: Hassel, Ronald (R.F.); Cascio, Paul (P.T.); Donnelly, Christopher (C.M.); Watkins, Brad (B.J.); Vaughen, Dave (D.W.); Storves, Bill (W.K.); Place, Robert (R.C.)
Cc: Campo, John (J.)
Subject: RE: V229 Volumes

Ron I am not aware anyway to know how many AX4N Van Dyke would of shipped to Oakville from 2003 through job last at the plant level since we usually only have access to what is in CMMS which only lasts for 16-18 months. Chris/Paul/Brad/Dave/Bill/Bob are you aware if there is someone that could help provide this information or if this information is archived somewhere? Any help and feedback is appreciated. Thanks.

Best Regards,

Mike Lang
Material Planning & Logistics
Powertrain Regional MP&L Mgr.
Romeo, Van Dyke, & Sterling
Office phone / Cell: (586) 864-0340
Email: mlang2@ford.com

From: Hassel, Ronald (R.F.)

Sent: Thursday, September 16, 2010 2:56 PM
To: Lang, Mike (E.)
Subject: FW: V229 Volumes

This is for an NHTSA investigation regarding a torque converter warranty issue. I'm not really sure who can get this, so I'm just starting with you rather than go through a bunch of other places. Hoping you can either answer, or re-direct efficiently. The request would be for monthly production or shipping quantities for all AX4N (AKA 4F50N) transmissions shipped to Oakville from 2003 thru job last.

Ron Hassel

Transmission Design Resident Engineer
Van Dyke Transmission Plant
(586) 826-6314
rhassel@Ford.com

From: Placha, Diana (D.B.)
Sent: Wednesday, September 15, 2010 8:29 AM
To: Hassel, Ronald (R.F.)
Cc: Plasencia, David (D.B.)
Subject: V229 Volumes

Ron ... Does Van Dyke have a record of how many transmissions were built per month from the start of production in 2003 until Job Last for the 4.2L and 3.9L V229 4F50N?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: [Patel, Bharat \(B.J.\)](#)
To: [Britton, Eric \(E.J.\)](#)
Subject: FW: Extract_Freestar_02092010.xls (13529)
Date: Tuesday, February 16, 2010 4:36:56 PM
Attachments: [Extract_Freestar_02092010.xls](#)
[Freestar_Monterey13529.xls](#)

Eric, here is the extract from FCSD.

Bharat J. Patel
Critical Concerns Manager - Unibody Cluster
Phone: 313-248-6188; Cell: 313-333-4045; Fax: 866-400-8201
E-mail: bpatel7@ford.com; Rm. 1AT06, PDC, MD#327
The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited"

-----Original Message-----

From: Roberts, Michael (M.J.)
Sent: Tuesday, February 16, 2010 11:59 AM
To: Patel, Bharat (B.J.); Frommann, Mike (M.W.); Welch, Sharon (S.L.)
Subject: FW: Extract_Freestar_02092010.xls (13529)

Attached are counts for the Extract Request.

>Take care,
>Mike Roberts (mrober18)
>Ford Motor Company
>Recall & Service Programs
>Global Campaign (GCamp) Specialist and Lead Coordinator
>DSC2_Cube789_AllenPark, MI (313) 337-6810

-----Original Message-----

From: Frommann, Mike (M.W.)
Sent: Tuesday, February 16, 2010 8:42 AM
To: Roberts, Michael (M.J.)
Cc: Welch, Sharon (S.L.)
Subject: FW: Extract_Freestar_02092010.xls

Mike,
Can you run this extract when you get a chance?

-----Original Message-----

From: Patel, Bharat (B.J.)
Sent: Monday, February 15, 2010 6:01 PM
To: Frommann, Mike (M.W.); Welch, Sharon (S.L.)
Cc: Patel, Bharat (B.J.)
Subject: FW: Extract_Freestar_02092010.xls

Please run this extract to support the external investigation that Eric is leading. Thank you.

Bharat J. Patel
Critical Concerns Manager - Unibody Cluster
Phone: 313-248-6188; Cell: 313-333-4045; Fax: 866-400-8201
E-mail: bpatel7@ford.com; Rm. 1AT06, PDC, MD#327

The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited"

-----Original Message-----

From: Britton, Eric (E.J.)
Sent: Tuesday, February 09, 2010 12:43 PM
To: Patel, Bharat (B.J.)
Subject: Extract_Freestar_02092010.xls

I assume you are the one who has to submit this request to FCSD? Eric Britton

4F50N Teardown Report ID:1458					
Transmission Number:	3F2P-AB-009035	CFDR:	3.56	Date:	09/30/2003
Vehicle Number:	318W794	Program/MY:	V229 , 2004	Location:	B-2
Miles/Cycles:	28690	Worq No:	0473826	Engine:	4.2L
Usage:	LVC Eureka Durability	NGS Codes:	none	Reporter:	RADAMSK2
Reason For Teardown:	No fwd/no reverse	Calibration / Strategy:		Trans Status:	Rebuilt
Valve Body Number:		Miles/Cycles since last t/d:	28690		
Converter Number:					
Drive Evaluation:	From Duris: The vehicle had just completed one lap on the high speed track at steady state speed of 75mph. The engine rpm suddenly raced up high and the transmission lost all engagement. There was no forward or reverse gears. The vehicle was towed into the garage. There was no noticeable noise or other indications prior to the incident. Earlier in the day, the driver noted that there was a clunk during downshifts while driving in the hill route. The vehicle and trailer load was 8700 lbs. There was no MIL and no codes. The fluid level was correct, but the fluid color was dark and exhibited a slightly				
Major Concern:	Pump drive shaft loose fit into converter.				
Root Cause:					

Discrepancies	Component Distress?	Compared to Last T/D	General Information			Component To Be Replaced
			ITEM	Yes / No	Same / Worse	
Forward Cl.	No	Same	FM: na STLS:na	1.46,1.50,1.52		No
Direct Cl.	No	Same	FM: na STLS:na	1.84,1.90,1.92		No
Intermediate Cl.	No	Same	FM: na STLS:na	1.94,1.94,2.0		No
Reverse Clutch	No	Same	FM: na STLS:na	2.72,2.86,2.96		No
Low/Int Clutch	No	Same	FM: na STLS:na	2.73,2.81,2.85		No
O.D. Band	No	Same	Band: na Drum: na Stroke: 3.48	na		No
Coast Band	No	Same	Band: na Drum: na Stroke: 6.79	na		No

Leakage Information															
Location	Int.	Fwd.	Dir	OD	Accum Ln. Mod.	Rev	ND Accum	1-2 Accum	2-3 Accum	3-4 Accum	NR Accum	Coast Band	Cl	Fr. Lube	
Actual	0.27	0.35	0.37	0.04	0.01	0.02	0.04	0.01	0.01	0.01	0.0	0.01	0.32	ok	
Spec.															

Discrepancies	Component Distress?	Compared to Last T/D	Remarks	Component To Be Replaced
Item	Yes / No	Same / Worse		
Thrust Elements	No	Same		No
Bushings	No	Same		No
Bearings	No	Same		No
OWC's	Low	No	Same	No
	Dir	No	Same	No
	L/I	No	Same	No
Seals	No	Same		No
Shafts	No	Same		No
Planetary	No	Same		No
Differential	No	Same		No
Chain Cover	No	Same		No
Case	No	Same		No
Converter	Yes	Worse	Pump drive shaft fits loosely into converter. See Additional comments for further description.	No
Valve Pump Body	No	Same	TV pressure check low approx 5psi across range, leading to low pressures. However, low speed line capability is OK and function test did not detect anything that would cause loss of drive.	No

Transmission End Clearance					
Diff.	Spec.	Dir. Cl	Spec	Front Support	Spec.
0.42	mm	0.85	mm	0.36	mm

Wear Comments:

Symptom was no motion. Teardown did not reveal any issues in major driving parts (gears, shafts, OWC and chain). Also, function check of pump and MC did not appear to show a cause for loss of motion. However, pump shaft was observed to have loose fit in converter spline. Trans was run across final test and failed for low line pressure. Ratcheting noise was heard. The trans was then run with a new converter and passed test. Conclusion is that root cause of no motion was lack of pressure due to ratcheting pump drive shaft in converter. Converter spline and pump shaft will be investigated for root caue.

Additional Comments:

318W794 has approximately 28,690 miles of durability and has accomplished: R357 North Atlantic Structure Durability Test for Passenger Cars 415 cycles (5,866 miles) R312ST Trailer Tow Durability Test for Passenger Cars 52 cycles (1,058 miles) R358 North Atlantic Systems Durability Test for Passenger Cars 162 cycles (16,874 miles) SRRC1 (R315) Severe Rough Road Countries Durability Test for Passenger Cars 125 cycles (1,859 miles) R312PT Trailer Tow Durability Test for Passenger Cars "18%" complete (27/150 cycles, 2087/11,595 miles) Approximate Mileage at failure: 28,690 318W794 is still scheduled to run: R359 North Atlantic High Speed Powertrain Test for Passenger Cars 50 cycles (mileage varies) TRANSMISSION WAS AN FEU RETURN THAT WAS UPDATED AT ATNPC (SEE WORQ NOTES)

4F50N Teardown Report ID:1460					
Transmission Number:	4F2P-AA-41000101	CFDR:	3.56	Date:	10/14/2003
Vehicle Number:	A4330000	Program/MY:	V229 , 2004	Location:	D-1
Miles/Cycles:	28593	Worq No:	0480132	Engine:	4.2L
Usage:	LVC Durability	NGS Codes:		Reporter:	RADAMSK2
Reason For Teardown:	Loss of Motion Symptom	Calibration / Strategy:		Trans Status:	Stored
Valve Body Number:		Miles/Cycles since last t/d:	28593		
Converter Number:					
Drive Evaluation:	No Motion fwd or rev.				
Major Concern:	Pump drive spline insert stripped. Rear planetary gears milling into the carrier.				
Root Cause:					

Discrepancies	Component Distress?	Compared to Last T/D	General Information			Component To Be Replaced
			ITEM	Yes / No	Same / Worse	
Forward Cl.	Yes	Worse	FM: 6 STLS:5	1.84,1.84,1.90	High on spec 1.50. Frictions It burn and steel hot-spotted.	No
Direct Cl.	No	Same	FM: 8 STLS:8	1.84,1.76,1.84	OK	No
Intermediate Cl.	Yes	Worse	FM: 1 STLS:2		No Stack. Pack is welded together. Friction material worn off of core plates. Steels heat damaged.	No
Reverse Clutch	Yes	Worse	FM: 6 STLS:6	2.94,3.00,2.86	Light burn on friction and light hot-spot on steels.	No
Low/Int Clutch	No	Same	FM: 8 STLS:8	2.49,2.58,2.50	OK	No
O.D. Band	Yes	Worse	Band: 6 Drum: +7 Stroke: 3.50	na	OD stroke tight. (low spec 3.81). Band has burned streaks and debris damage. Drum has burned streaks.	No
Coast Band	No	Same	Band: 8 Drum: 7 Stroke: 5.36	na		No

Leakage Information															
Location	Int.	Fwd.	Dir	OD	Accum Ln. Mod.	Rev	ND Accum	1-2 Accum	2-3 Accum	3-4 Accum	NR Accum	Coast Band	Cl	Fr. Lube	
Actual	0.28	0.30	0.23	0.04	open	0.02	0.02	0.02	0.03	0.03	0.03	0.02	0.30	ok	
Spec.															

Discrepancies	Component Distress?	Compared to Last T/D	Remarks			Component To Be Replaced
			Item	Yes / No	Same / Worse	
Thrust Elements	No	Same	TW 1-4 appear in good condition.			No
Bushings	No	Same	B4 and B6 OK. Front support has witness mark from bushings but feels smooth.			No
Bearings	No	Same				No
OWC's	Low	No	Same			No
	Dir	No	Same			No
	L/I	Yes	Worse	Chatter marks on inner race of L/I OWC.		No
Seals	No	Same				No
Shafts	No	Same				No
Planetary	Yes	Worse	Rear planets - two opposing planets have milled into the carrier (away from front ring). One has milled about a depth of 2-3mm. The other milled about 0.5-1mm. Both still have remaining (thinner) thrust washers. Rear ring gear has teeth broken (peaks snapped off).			No
Differential	No	Same				No
Chain Cover	No	Same				No
Case	No	Same	Final drive ring caused damage to the case spline.			No
Converter	Yes	Worse	Spline insert which drives the pump shaft has teeth peened over resulting in sloppy pump-shaft fit.			No
Valve Pump Body	No	Same	Pressures test out of spec. Line out by about 10psi. Low rpm check shows pump low by 8-12 psi. MC+pump are out of spec but not enough to cause no-motion. Suspect contamination in trans wore pump+mc.			No

Transmission End Clearance					
Diff.	Spec.	Dir. Cl	Spec	Front Support	Spec.
0.32	mm	0.39	mm	0.75	mm

Wear Comments:

Transmission failed for no-motion. See Global8D#34605 for duty-cycle information. Root cause of no-motion is stripped spline insert in converter. Transmission ran final test and had motion but no 1-2 shift due to burned clutch. Hypothesis is that burned clutch due to pressure loss from 1) stripped spline insert 2) possibly lagging pressure as debris from milling rear planets circulated through pump and controls. Various bearing journals bear witness marks (due to debris in oil) but no spalling. Front Shell and reverse cylinder made contact: all thrust bearings accounted for and appear to run smoothly. Thrust washers 1-4 appear unworn, indicating no distress in drive and driven sprocket alignment.

Additional Comments:

From: Campau, Patrick (P.J.)
Sent: Tuesday, September 14, 2010 2:48 PM
To: Plasencia, David (D.B.); Placha, Diana (D.B.)
Subject: Labor time to overhaul the 4F50N mail control.

The time to overhaul the main control 4F50N transmission;

If the transmission is NOT removed from the vehicle:

Labor Operation 7396A Main Control Cover - Remove and install	- 2.6 hours
Labor Operation 7396A1 Main Control - Remove and install	- 0.8 hours
Labor Operation 7396A1 Main Control - Overhaul	- <u>1.8 hours</u>
Total	- 5.2 hours

If transmission is removed from the vehicle during the main control overhaul:

Labor Operation 7396A1 Main Control - Remove and install	- 0.8 hours
Labor Operation 7396A1 Main Control - Overhaul	- <u>1.8 hours</u>
Total	- 2.6 hours

Patrick Campau
Transmission Service Engineering
313-805-8903

J. P. VONDALE UPDATE with GASC DEPARTMENT

Friday, July 31, 2009 2:00 – 3:30

Fourth Floor Boardroom – Fairlane Plaza South

AGENDA

<u>SUBJECT</u>	<u>PRESENTER</u>	<u>TIME</u>
✓ Current CCRG Items	Gniewek / Johnston	5 min
✓ Taurus Coil Springs	Keith Love	10 min
✓ Freestar Stall / Immobility DP	Frank Setili	10 min
✓ Freestar Immobility PE	Eric Britton	5 min
✓ Edge / MKX Ball Joint PE	Amanda Prescott	5 min
✓ Text-Mining Rules	Wendy Hause	15 min
✓ WERS Engine Codes	Mark Fox	5 min
✓ SCDS Status	Dave Ott	10 min
✓ Director's Comments	Jim Vondale	10 min

- Resume - ^{output shaft} pump shaft splines - VOQ, C&S, ~~Forum~~ Forum
- meet with engineering - not aware of any emerging issues
- Schematic
- VOQ Summary - no acc, no inj, able to park vehicle, 9 stopped i road
C&S | ~~Forum~~ No Park Gear
- Blog Summary (bring up on screen) edmunds.com
April 2006
- working with PD
- Working to get info. on field returns from the trans. rebuilder.

From: Placha, Diana (D.B.)
Sent: Thursday, October 15, 2009 8:44 AM
To: Britton, Eric (E.J.)
Cc: Plasencia, David (D.B.); Walega, Ken (K.G.)
Subject: RE: Meeting

Attachments: Part Change Log Appendix - PDI.xls

Here is the updated chart with the additional 2000+ data. Please let me know if you have any questions.



Part Change Log
Appendix - PDI...

Also, I have been unsuccessful in finding any torsional information. I've searched all of our files. The only information I have is what I myself ran for the 4.2L. The Test Engineer that typically collected the data was let go and none of his records were retained. I still suggest that you contact the Engine group. The person involved in these designs was Blake Ross. Perhaps he can provide you with a lead. I called and left a message but haven't heard back from him.

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Walega, Ken (K.G.)
Sent: Monday, October 12, 2009 2:02 PM
To: Placha, Diana (D.B.)
Cc: Walega, Ken (K.G.); Plasencia, David (D.B.)
Subject: FW: Meeting

Diana,
Eric is still looking for a technical explanation.

Can you get hold of the torsional information for the 3.0L, 3.9L and 4.2L. Thanks

From: Britton, Eric (E.J.)
Sent: Monday, October 12, 2009 10:44 AM
To: Walega, Ken (K.G.)
Subject: Meeting

I apologize for being late to the meeting, I tried to call in at 10:15. Call me to discuss when you get a minute. Thanks.

Eric Britton

Government Investigations
Tel. 313-323-2966
Fax: 313-594-2268

2004 Freestar Loss of Motive Power Change Log

Part Name	TORQUE (FT LBS)	TRANS	Date Incorporated Into Production	Description of Change	Reasons for Change	Original		Modified		Disposition of Original Parts		New Component Service Part Availability Date	New Component Interchangeable With Old (Y/N - Intended versus Possible)
						Ford Engineering Part Number	Ford Service Part Number	Ford Engineering Part Number	Ford Service Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
2000 MY 3.0L 2V TORQUE CONVERTER	185.16	AX4N/S	Feb-96	N/A	N/S	F8DP-7902-CA	F8DZ-7902-CARM	N/A	N/A	N/A	N/A	N/A	N/A
2001 MY 3.0L 2V TORQUE CONVERTER	173.08	AX4N/S	Jul-99	CLUTCH RE-DESIGN	CLUTCH COMPLEX REDUCTION & DESIGN ENHANCEMENT	F8DP-7902-CA	F8DZ-7902-CARM	1F1P-7902-BA	1F2Z-7902-AARM	CONSUME	?	?	Y
2002 MY 3.0L 2V TORQUE CONVERTER	190.32	AX4N/S	Feb-00	TURBINE BLADE STOCK THICKNESS INCREASE	HIGH MILEAGE IMPROVEMENT	1F1P-7902-BA	1F2Z-7902-AARM	1F1P-7902-BB	1F2Z-7902-AARM	CONSUME	?	?	Y
2003 MY 3.0L 2V TORQUE CONVERTER	176.81	AX4S	Mar-01	USE 3.8L TORQUE CONVERTER	COMPLEXITY REDUCTION	1F1P-7902-BB	1F2Z-7902-AARM	1F2P-7902-AB	1F2Z-7902-AARM	CONSUME	?	?	Y
2000 MY 3.0L 4V TORQUE CONVERTER	194.20	AX4N	Jul-97	N/A	N/A	F88P-7902-AB	F88Z-7902-AARM	N/A	N/A	N/A	N/A	N/A	N/A
2001 MY 3.0L 4V TORQUE CONVERTER	194.20	AX4N	Jul-99	CLUTCH RE-DESIGN	CLUTCH COMPLEX REDUCTION & DESIGN ENHANCEMENT	F88P-7902-AB	F88Z-7902-AARM	1F1P-7902-AA	1F1Z-7902-AARM	CONSUME	?	?	Y
2002 MY 3.0L 4V TORQUE CONVERTER	201.63	AX4N	Feb-00	TURBINE BLADE STOCK THICKNESS INCREASE	HIGH MILEAGE IMPROVEMENT	1F1P-7902-AA	1F1Z-7902-AARM	1F1P-7902-AB	1F1Z-7902-AARM	CONSUME	?	?	Y
2003 MY 3.0L 4V TORQUE CONVERTER	201.32	AX4N	Mar-01	DAMPER RE-DESIGN	SPRING UPDATE	1F1P-7902-AB	1F1Z-7902-AARM	1F1P-7902-AC	1F1Z-7902-AARM	CONSUME	?	?	Y
2004 MY 3.0L 2V/4V D186 TORQUE CONVERTER	194.22 / 210.22	4F50N	8/25/2003	PROGRAM LAUNCH @ EXEDY (NOT RELATED TO PDI)	COMPANY DIRECTION	3F1P-7902-AF	3F1Z-7902-ACRM	N/A	N/A	N/A	N/A	N/A	N/A
2005 MY 3.0L 2V/4V D186 TORQUE CONVERTER	194.22 / 210.22	4F50N	9/22/2003	MODIFY REACTOR RETAINER MATERIAL (NOT RELATED TO PDI)	COST REDUCTION	3F1P-7902-AF	3F1Z-7902-ACRM	3F1P-7902-AG	3F1Z-7902-ADRM	CONSUME	9/22/2003	?	Y
2005 MY 3.0L 2V/4V D186 TORQUE CONVERTER	194.22 / 210.22	4F50N	7/1/2004	ELIMINATE NEEDLE BEARING & REACTOR SUPPLIER RESOURCE (NOT RELATED TO PDI)	COST REDUCTION	3F1P-7902-AG	3F1Z-7902-ADRM	3F1P-7902-AH	3F1Z-7902-ADRM	CONSUME	7/1/2004	?	Y
2000-2001 MY 4.6L 4V TORQUE CONVERTER	272.63	AX4N	Dec-96	N/A	N/A	F80P-7902-AB	F80Z-7902-AARM	N/A	N/A	N/A	N/A	N/A	N/A
2002 MY 4.6L 4V TORQUE CONVERTER	272.63	AX4N	Feb-00	TURBINE BLADE STOCK THICKNESS INCREASE	HIGH MILEAGE IMPROVEMENT	F80P-7902-AB	F80Z-7902-AARM	1F3P-7902-AA	1F3Z-7902-AARM	CONSUME	?	?	Y
2000 MY 3.0L TORQUE CONVERTER (WINDSTAR)	180.60	AX4S	Jul-97	N/A	N/A	F88P-7902-AB	F88Z-7902-AARM	N/A	N/A	N/A	N/A	N/A	N/A
2000 MY 3.8L TORQUE CONVERTER	234.04	AX4S	Oct-96	N/A	N/A	F88P-7902-BA	F88Z-7902-BARM	N/A	N/A	N/A	N/A	N/A	N/A
2001 MY 3.8L TORQUE CONVERTER	225.87	AX4N	Jul-99	CLUTCH RE-DESIGN	CLUTCH COMPLEX REDUCTION & DESIGN ENHANCEMENT	F88P-7902-BA	F88Z-7902-BARM	1F2P-7902-AA	1F2Z-7902-AARM	CONSUME	?	?	Y
2002-2003 MY 3.8L TORQUE CONVERTER	225.87	AX4N	Feb-00	TURBINE BLADE STOCK THICKNESS INCREASE	HIGH MILEAGE IMPROVEMENT	1F2P-7902-AA	1F2Z-7902-AARM	1F2P-7902-AB	1F2Z-7902-AARM	CONSUME	?	?	Y
2004 MY 3.9L V229 TORQUE CONVERTER	242.88	4F50N	8/25/2003	PROGRAM LAUNCH @ EXEDY (NOT RELATED TO PDI)	COMPANY DIRECTION	3F2P-7902-BF	3F2Z-7902-BBRM	N/A	N/A	N/A	N/A	?	N
2004 MY 3.9L V229 TORQUE CONVERTER	242.88	4F50N	9/22/2003	MODIFY REACTOR RETAINER MATERIAL (NOT RELATED TO PDI)	COST REDUCTION	3F2P-7902-BF	3F2Z-7902-BBRM	3F2P-7902-BG	3F2Z-7902-BCRM	CONSUME	9/22/2003	?	Y
2005 MY 3.9L V229 TORQUE CONVERTER	242.88	4F50N	6/22/2004	K-FACTOR CHANGE (NOT RELATED TO PDI)	PERFORMANCE IMPROVEMENT	5F2P-7902-BA	5F2Z-7902-BARM	N/A	N/A	N/A	N/A	?	N
2005 MY 3.9L V229 TORQUE CONVERTER	242.88	4F50N	6/22/2004	MODIFY REACTOR RETAINER MATERIAL (NOT RELATED TO PDI)	ROBUSTNESS	5F2P-7902-BA	5F2Z-7902-BARM	5F2P-7902-BB	5F2Z-7902-BARM	CONSUME	1/22/2004	?	Y
2005 MY 3.9L V229 TORQUE CONVERTER	242.88	4F50N	7/1/2004	ELIMINATE NEEDLE BEARING & REACTOR SUPPLIER RESOURCE (NOT RELATED TO PDI)	COST REDUCTION	5F2P-7902-BB	5F2Z-7902-BARM	5F2P-7902-BC	5F2Z-7902-BARM	CONSUME	7/1/2004	?	Y
2004 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	8/25/2003	PROGRAM LAUNCH @ EXEDY (NOT RELATED TO PDI)	COMPANY DIRECTION	3F2P-7902-AG	3F2Z-7902-ABRM	N/A	N/A	N/A	N/A	?	N/A
2004 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	9/22/2003	MODIFY REACTOR RETAINER MATERIAL (NOT RELATED TO PDI)	COST REDUCTION	3F2P-7902-AG	3F2Z-7902-ABRM	3F2P-7902-AH	3F2Z-7902-ACRM	CONSUME	9/22/2003	?	Y
2005 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	6/22/2004	K-FACTOR CHANGE (NOT RELATED TO PDI)	PERFORMANCE IMPROVEMENT	5F2P-7902-AA	5F2Z-7902-AARM	N/A	N/A	N/A	N/A	?	N
2005 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	6/22/2004	MODIFY REACTOR RETAINER MATERIAL (NOT RELATED TO PDI)	ROBUSTNESS	5F2P-7902-AA	5F2Z-7902-AARM	5F2P-7902-AB	5F2Z-7902-AARM	CONSUME	1/22/2004	?	Y
2005 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	6/22/2004	ELIMINATE NEEDLE BEARING (NOT RELATED TO PDI)	COST REDUCTION	5F2P-7902-AB	5F2Z-7902-AARM	5F2P-7902-AC	5F2Z-7902-AARM	CONSUME	6/21/2004	?	Y
2005 MY 4.2L V229 TORQUE CONVERTER	263.54	4F50N	7/1/2004	REACTOR SUPPLIER RESOURCING (NOT RELATED TO PDI)	COST REDUCTION	5F2P-7902-AC	5F2Z-7902-AARM	5F2P-7902-AD	5F2Z-7902-AARM	CONSUME	7/1/2004	?	Y
PUMP DRIVE INSERT	N/A	N/A	1982	REVISED INSPECTION METHOD	PREVIOUS METHOD INSPECTED HARDNESS IN FLAT AREA ONLY ... ADDED CHECK TO SPLINE	E6SP-7F466-AA	N/A	N/A	N/A	INSPECT - SECTIONED SAMPLES FROM EACH BATCH	11/19/2003	N/A	Y
PUMP DRIVE INSERT	N/A	N/A	1982	REVISED INSPECTION METHOD	ADDED CHECK FOR NITRIDE NEEDLES IN HARDNESS ZONE	E6SP-7F466-AA	N/A	N/A	N/A	INSPECT - SECTIONED SAMPLES FROM EACH BATCH	11/24/2003	N/A	Y
PUMP DRIVE INSERT	N/A	N/A	12/5/03	ADDED SPLINE TORQUE REQUALIFICATION PROCESS AT REMANUFACTURER	WORN SPLINES IN FIELD	E6SP-7F466-AA	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Transmission Service Sales History and Replacement Strategy - 4.2L (Sales to PTD's)										
4.2L Eng #	4F2P-7000-AA	4F2P-7000-AB	RM4F2J-7000-AC	5F2P-7000-AB	5F2P-7000-AC					RM5F2J-7000-AA
4.2L SVC #	4F2Z-7000-AA	4F2Z-7000-AB	4F2Z-7000-ABRM		5F2Z-7000-AA	5F2Z-7000-B				5F2Z-7000-ARM
CY 2003	19	5								
2004	2	248			20					
2005		264	154		153					
2006		41	684		34	118				9
2007			993			38				499
2008			998			143				469
2009			918			252				355
		REMAN =	3747			REMAN =				1332
Transmission Service Sales History and Replacement Strategy - 3.9L (Sales to PTD's)										
3.9L Eng #	4F2P-7000-BA	4F2P-7000-BB	RM4F2J-7000-BB	5F2P-7000-BB	5F2P-7000-BC					RM5F2J-7000-BA
3.9L SVC #	4F2Z-7000-BA	N/A	4F2Z-7000-BARM	5F2Z-7000-BA	5F2Z-7000-C					5F2Z-7000-BRM
CY 2003	13									
2004	157				13					
2005	265		174		114					
2006	2		614		16	148				10
2007	13		726			66				292
2008			623			67				402
2009			554			12				503
		REMAN =	2691			REMAN =				1207
Torque Converter Service Sales History and Replacement Strategy - 4.2L (Sales to PTD's)										
4.2L Eng #	3F2P-7902-AD	3F2P-7902-AG	3F2P-7902-AH	5F2P-7902-AD	5F2P-7902-AD					
4.2L SVC #	3F2Z-7902-AARM	3F2Z-7902-ABRM	3F2Z-7902-ACRM	5F2Z-7902-AARM	5F2Z-7902-AA					
CY 2003										
2004	4	36	63		0	5				
2005		18	360		0	79				
2006			885		0	234				
2007			1421		0	712				
2008			1518		0	1028				
2009			1313		0	1193				
		REMAN =	5618			REMAN =				0
Torque Converter Service Sales History and Replacement Strategy - 3.9L (Sales to PTD's)										
3.9L Eng #	3F2P-7902-BA	3F2P-7902-BF	3F2P-7902-BG	5F2P-7902-BC	5F2P-7902-BC					
3.9L SVC #	3F2Z-7902-BARM	3F2Z-7902-BBRM	3F2Z-7902-BCRM	5F2Z-7902-BA	5F2Z-7902-BARM					
CY 2003										
2004		29	55							
2005			205		85					
2006			367		160					
2007			597		349					
2008			768		344	277				
2009			655		679					
		REMAN =	2676			REMAN =				956

8-27

5 Parts from Alma:

1 bad ²⁰⁰³ - section out of spec. white layer thickness

1 good ²⁰⁰⁶ - section ^{out of spec}

1 bad ²⁰⁰⁵ - section out of spec

1 bad

1 bad

Before CA

After CA

} need test Results

1 good send to NHTSA

were 3 Repeats fixed with OF TC's, YES, it looks that way
Trans Reman Data - Tom still working on? sent email Fri
Reman Spec. - Diana will send email - DONE
Trans reman contains reman TC!!

Reman Process - go to Tom Process - SEE SPEC

Torque test is a high multiple of what is expected to see in service
what is significance of torque test.

Service

~~TC~~

TC Teardown data → Windstar / Freestar Data?

↳ ~~Reman~~ Taurus data

- Copy of latest Reman Spec.

these are all the cores they have in their shop.

↳ do they test the new covers - no

↳ where do covers come from Exedy - yes

↳ teardown % - by request

↳ other questions

↳ what happened to existing inventories - recently

↳ ~~previous~~ information on

previous reman returns - yes, but

will be witness

Aug 25 Mtg Teleconference

Attendees: Ron Hassel, Eric Britton, Bob Giralano
Ken Waleya,

- plan to resolve for service. ✓ -
- plan to avoid for future production } Awaiting
Design unique to Freestar } Root Cause
Analysis

- Question 14- who would be best to get remain
process questions

- Remain Data - 4 reports ^{only} 12,000 TC sold Talk to Tom - ERIC
- talked to Tom 21

- Change Log - end of week - Diana

- Send sales numbers to Ken - ERIC - Done

- Repeat repairs after 11/24/03. production clean

12/5/03 Alma clean

- Bob

- Alma

- Teardown Analysis - Need ^{all} trans data - Tom
- None for TC. ?

- Need address - Along ^{DONE} Autocraft - Ken

~~Data Review - 11/24/03 - 12/1/03 - 12/1/03 Fri.~~

~~Worked up with a result - closing rate - 12/1/03~~

Aug. 21 Mtg Teleconference

Need TC cross section with parts labeled. ~~Diana~~
Dunk

part change log - Diana - NEED INFO

parts - one before & after process change → one good - use
one bad. sho primary failure mode.

Reman Process → Ken to provide spec.

Teardown Analysis - Tom is working on Cullin.

Root Cause Analysis - Read COES
Data Review in process

- pump drive.
- pump failure
- lock up
- hub damage

no feedback to engineer or FCSD

Trans serial numbers - sent to Ron Hassel.

TC made at Exedy, - need address

why Freestar/Monterey → why not Taurus.
Design unique to freestar

parts purged after containment. ? - yes

SEPT 1 MTG

Need to get cert. from supplier on
heat treat.

SEPT 1

- Replacement parts come from OEM Supplier
- Covers from Exedy - no requalification
 - no parts from Exedy for last 12 months

-
Cores are supplying for now, they purchased plasma welder. MPI is no longer in business so need to find another source for insert.

Fallout rate on Returned covers 20-30% guesstimate

● Requalification is on whole family.

Design torque = 10 lb-ft.

— END OF CALL WITH ALMA

2084	9010	PHS-CA	401208	2004C18	02-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	70 #VALUE!	<p>JD) DEALER STATES THAT THE VEHICLE SLIPS BADLY ON ACCEL & HAS SET P0731 &: WANTS TO KNOW WHAT WE WANT THEM TO DO RC) REC 9185G RC) FOUND INNER PISTON SEAL WAS CUT / SLICED SHIPPED TO ATNPL: 80864 RS</p>
2094	9018	PHS-FA	4432590	2004C22	04-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	#VALUE! #VALUE!	<p>JD) SLIPS ON TAKEOFF RC) REC 9145A DS) LOW INT PISTON INNER SEAL CUT/SLICED RETURNED TO NUESTRO 00304 RS</p>
2094	9018	PHS-FA	4432590	2004C22	04-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	#VALUE! #VALUE!	<p>JD) SLIPS ON TAKEOFF CODE P0731 PRESENT RC) REC 8086A DS) LI INNER SEAL CUT</p>
2095	9019	PHS-FA	4432625	2004C21	04-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	30 #VALUE!	<p>JD) P0722,P0730,P0732,P1270 TRANSMISSION LIGHT IS ON, AND THE VEHICLE HAS A DELAYED UP SHIFT RC) REC 7084G DS) LI INNER SEAL CUT</p>
2098	9010	PHS-FA	4312296	2003M09	05-JUN-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	#VALUE! 30	<p>JD) TECH STATES THAT THE HE WOULD HAVE TO REV ENGAGE TO ENGAGE TRANS INTO D DRIVE AND REVERSE DROVE VEHICLE INTO SHOP IN MC DTC P0731 IN MEMORY SUSPECTS FWD CLUTCH CONCERN SEEKING APPROVAL TO REPLACE TRANS DEALER RC) REC 8210K DS) THE LI INNER SEAL IS CUT</p>
2099	9014	PHS-FA	4432697	2004C21	05-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	138 #VALUE!	<p>JD) NO FORWARD NO REVERSE RC) REC 8240K RC) FOUND LI INNER PISTON SEAL WAS CUT / SLICED</p>
2099	9020	PHS-FA	4433019	2004C19	14-JUN-20	10 NO FORW LOW / INT PISTON S CUT / BLK	3	#VALUE! #VALUE!	<p>JD) SLIPS 1-2 RC) REC 8205K DS) LOWINT CLUTCH INNER PISTON SEAL CUT/SLICED</p>
2099	9090	PHS-FA	4433090	2004C20	20-JUN-20	10 SHUDDER LOW / INT PISTON S CUT / BLK	3	#VALUE! #VALUE!	<p>SLIPS IN 1ST GEAR RC) REC 7210K DS) LOWINT CLUTCH INNER PISTON SEAL CUT SENT MC TO ATNPL</p>
2075	9014	PHS-FA	4433549	2004C21	02-APR-21 22-JUN-21	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	#VALUE! #VALUE!	

ID	PNB	FA	4012716	2004C21	24-JUN-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3		8	14
2072	59471	PNB-FA	4028714	2004C21	24-JUN-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) P0731 P0732 SLIPS ACCEL FROM STOPS VERIFIED; RC) REC 727040; DS) THE LA INNER SEAL CUT ;		
2073	59485	PNB-FA	4012716	2004C22	31-MAR-21 14-JUN-20	71 NO FORW LOW / INT PISTON S CUT / BLK	3	SLIPS IN FORWARD AND NO REVERSE FLUID CHECKS O.K. ; RC) REC 728040; DS) LI PISTON SEAL CUT ;	#VALUE!	#VALUE!
2078	59472	PNB-FA	4037684	2004C23	24-JUN-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) INDICATOR FLASHING P0731 (1ST GEAR INCORRECT GEAR RATIO); DS) LOWINT INNER SEAL CUT ; GS) TRANSFERED 071904 ;		
2075	59484	PNB-FA	4004810	2004C19	24-JUN-20	16 NO FORW LOW / INT PISTON S CUT / BLK	3	J0) TRANS SLIPS ON 1-2 UPSHIFT RPM GO UP TO 4000 4000 BEFORE TRANS SHIFTS SEC TESTED FOR CODES ; DS) LI INNER SEAL CHURN MISSING ;		
2074	59803	PNB-FA	4037307	2004C22	01-JUL-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) SLIPS 1-2 CODE P0731 ; DS) LI INNER SEAL CUT/SLICED ;	#VALUE!	#VALUE!
2076	59821	PNB-FA	4037027	2004C18	02-JUL-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) SLIPS 1-2 ; DS) LOWINT PISTON INNER SEAL CUT ;		
2080	59859	PNB-FA	4021009	2004C05	18-JUL-20	1 NO 1-2 SH LOW / INT PISTON S CUT / BLK	3	J0) P0732 AND 731 UNK HAS 1ST AND REVERSE ONLY ; DS) LOWINT INNER SEAL CUT ;		
2087	59773	PNB-FA	4033939	2004C20	31-MAR-21 19-JUL-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	SLIPS 1ST GEAR FLUID CHECKS O.K. ; RC) REC 728040; RC) FOUND LI INNER PISTON SEAL WAS CUT SLICED ;		
2080	59851	PNB-FA	4037287	2004C22	19-JUL-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) TECH STATES TRANS SLIPS IN 1ST AND 2ND GEAR, HAS CHECKED LINE PRESSURE ; AND INSPECT SUPPLY TUBES, WANTS TO KNOW IF HE SHOULD REPAIR OR REPLACE ; TRANS DS) LOW INT INNER SEAL CUT ; GS) REC 723040 ;		
2084	59775	PNB-FA	4033874	2004C21	22-JUL-20	4 SLIPS 1-2 LOW / INT PISTON S CUT / BLK	3	J0) THERE IS A P0731 AND A SHUDDER AND SLIPPING 1ST ; DS) LI INNER SEAL CUT ;	#VALUE!	#VALUE!
2084	59790	PNB-FA	4039915	2004C21	22-JUL-20	11 SHUDDER LOW / INT PISTON S CUT / BLK	3	J0) SHUDDER / SLIPS 1-2 ; DS) LI INNER SEAL CUT ;		

Inquiry:

PE09-033 IR dated July 27, received by Ford Aug. 3. Due Sept. 8.

ODI has received 178 reports alleging loss of motive power due to torque converter failure or non-specific transmission failure on 2004-2005 Freestar/Monterey.

Allegation:

Loss of motive power without warning due to torque converter.

Production Volume:

205,000 vehicles

VOQs:

114 allege "lost power"

51 allege "trans failed"

150 allege "while driving"

71 reports allege "no prior warning"

10 reports allege "vehicle stopped in the road"

Incident speed ranges from 0-80 mph

Vehicle mileage mainly 36k - 100k miles

No accidents, no injuries, parking gear is not affected.

Edmunds.com blog for Freestar Transmissions started April, 2006, has hundreds of complaints. The blog contains a link to the ODI website with instructions on how to write a VOQ and reference to PE09-033.

Data:

AWS = 4500

CQIS = 800

MORS = 1100

1 crash: "customer's wife was coasting to side of road (following TC malfunction) and was hit by another vehicle"

3 lawsuits: lemon law, multiple issues and repairs.

Service:

SSM, ISM, TSB: none

Part Sales:

> 10,000 torque converters

> 10,000 transmissions

Field Returns:

80% of returned TC cores show stripped splines
5 of 7 returned transmission cores were due to TC
The TC cover has splines that engage the transmission pump driveshaft

Warranty:

1.4% for TC
0.8% for trans

Owner Reports:

90% seeking financial assistance
Repair cost = \$1200 for torque converter
 \$3000 for trans replace
Less than 2% express a safety concern
Many references to Edmunds.com and the hundreds of other customers with similar experience.

Field Reports:

More than half of CQIS reports are requesting "prior approval". Non-level 1 dealers must submit an online approval request prior to installing a remanufactured engine or transmission. The system automatically creates a CQIS report.
Complaint Rate for loss of motive power due to TC is 2.5/1000 vehicles
Complaint Rate for loss of motive power due to trans is 3.5/1000 vehicles
These rates include traditional field reports only.
Hotline operators refer to pump shaft splines in the torque converter as a known issue about Dec. 2005. By that time 2006 MY was in production.

Conclusion:

Rate is comparable to stalls while driving issues that NHTSA has recently closed. Lack of crashes and lack of customer safety concerns.

ROOT CAUSE ANALYSIS:

Engineering identified an issue on two durability vehicles in Sept. 2003 with heat treat supplier. PCA implemented end of Nov. 2003, increased sampling rate and added metallurgy inspection. Engineering has requested heat treat certs from the supplier. 3.9L and 4.2L engine had higher torsional pulses.

TREND

Very low warranty rate on Taurus and Continental.
See charts for Freestar analysis.

Freestar Torque Converter

PE09-033/EA09-016

Inquiry:

PE09-033 Opened July 27, 2009. Response submitted Sept. 8, 2009.

EA09-016 Opened Nov. 10, 2009

ODI has received 124 reports alleging loss of motive power due to torque converter failure and 103 reports alleging loss of motive power due to non-specific transmission failure on 2004-2005 Freestar/Monterey.

Allegation:

Loss of motive power without warning due to torque converter pump drive shaft splines on 2004-2005 Freestar/Monterey.

Production Volume:

205,000 vehicles

VOQs:

Incident speed ranges from 0-80 mph

Vehicle mileage mainly 36k - 100k miles

Parking gear is not affected.

1 alleged crash: Driver was on a bridge with no shoulder when vehicle came to a stop and he was rear ended. The occupants of the other vehicle were allegedly "taken to the hospital".

Edmunds.com blog for Freestar Transmissions started April, 2006, has hundreds of complaints. The blog contains a link to the ODI website with instructions on how to write a VOQ and reference to PE09-033.

Data:

AWS = 3200 torque converter, 1800 transmission

CQIS = 360 torque converter, 510 transmission

MORS = 430 torque converter, 940 transmission

Alleged Crash #1: "customer's wife was coasting to side of road (following TC malfunction) and was hit by another vehicle".

Alleged Crash #2: Same as VOQ.

3 lawsuits at the time of the PE: lemon law, multiple issues and repairs.

3 class action lawsuits pending as of Sept, 2010.

Service:

SSM, ISM, TSB: none

Part Sales:

> 10,000 torque converters

> 10,000 transmissions

Field Returns:

80% of returned TC cores show stripped splines
5 of 7 returned transmission cores were due to TC
The TC cover has splines that engage the transmission pump driveshaft

Warranty:

1.5% for TC
0.8% for trans

Owner Reports:

90% seeking financial assistance
Repair cost = \$1000 for torque converter
 \$3000 for trans replace
Less than 2% express a safety concern
Many references to Edmunds.com and the hundreds of other customers with similar experience.

Field Reports:

More than half of CQIS reports are requesting "prior approval". Non-level 1 dealers must submit an online approval request prior to installing a remanufactured engine or transmission. The system automatically creates a CQIS report.
Complaint Rate for loss of motive power due to TC is 2.5/1000 vehicles
Complaint Rate for loss of motive power due to trans is 3.5/1000 vehicles
These rates include traditional field reports only.
Hotline operators refer to pump shaft splines in the torque converter as a known issue about Dec. 2005. By that time 2006 MY was in production.

Conclusion:

Rate is comparable to stalls while driving issues that NHTSA has recently closed. Lack of crashes and lack of customer safety concerns.

ROOT CAUSE ANALYSIS:

Engineering identified an issue on two durability vehicles in Sept. 2003 with heat treat supplier. PCA implemented end of Nov. 2003, increased sampling rate and added metallurgy inspection. Engineering has requested heat treat certs from the supplier. 3.9L and 4.2L engine had higher torsional pulses.

TREND

We do not see the same trend on 2006-2007 Freestar.
Very low warranty rate on Taurus and Continental.
See charts for Freestar analysis.

Additional:

Did we change the part at any point? Does the same model year Taurus have the same part?

The powertrain system in the 2004-2005 model year Taurus/Sable vehicles (3.0L engine) is different than in the Freestar/Monterey vehicles (3.9L and 4.2L engines) that are the subject of NHTSA's investigation. Though the Taurus/Sable vehicles use a similar torque converter, powertrain system loads, including those at the torque converter, are different. Because the torque converter performance in some of these vehicles has not been what we had expected, we have worked hard to improve the component robustness for production and for service parts. This is simply part of Ford's ongoing, continual improvement approach to any similar issues that we identify as we monitor the performance of all of our vehicles.

Why hasn't there been a recall?

Ford is continuing to work with the NHTSA in their investigation of torque converter performance in Freestar vehicles. For the reasons stated in our 9/8/09 response to NHTSA's inquiry, Ford does not believe that there is any associated unreasonable safety risk that would warrant a recall. (Wes, customer sat words needed here?) Ford's standard warranty covers this repair for vehicles up to 36,000 miles and Ford did offer extended warranty programs that cover this repair for up to 100,000 miles. Ford regrets the cost incurred by customers who experienced a torque converter repair after their warranty period had lapsed.

Did other vehicles use the same torque converter?

The 2006-2007 Freestar/Monterey used the same torque converter as 2005 Freestar/Monterey; however, there were several powertrain design changes implemented on the 2006-7 Freestar/Monterey and we have not seen the same trend on those model years. The Freestar/Monterey torque converters were not used on any other vehicle sold by Ford, and we have not seen the same trend on any other vehicle.

From: Spruytte, Terry (T.)
Sent: Monday, April 12, 2010 6:56 PM
To: Montini, Matthew (M.J.); Whitmyer, Al (A.W.)
Cc: Nowaczyk, Rick (R.J.); Christianson, Kevin (K.C.)
Subject: RE: 2004 Mercury Monterey Transmission Defect
[Yes, SME, Chad Glennie has forwarded reports to Kevin Christianson.](#)

From: Montini, Matthew (M.J.)
Sent: Monday, April 12, 2010 11:35 AM
To: Whitmyer, Al (A.W.); Spruytte, Terry (T.)
Cc: Nowaczyk, Rick (R.J.)
Subject: RE: 2004 Mercury Monterey Transmission Defect

[Oakville Assembly product so that would be Rick Nowaczyk however, has anyone asked Recall & Service Programs about the claimed NHTSA investigation.](#)

Matt Montini

PVT Concern ID & Reporting Manager
Service Engineering Operations / FCSD
email- mmontini@ford.com / ph.- (313)317-6326

From: Whitmyer, Al (A.W.)
Sent: Monday, April 12, 2010 10:20 AM
To: Spruytte, Terry (T.); Montini, Matthew (M.J.)
Subject: FW: 2004 Mercury Monterey Transmission Defect

Terry,

[You aware of anything?](#)

Matt,
[Who is the correct PCE?](#)

Al

Al Whitmyer
Technical Hotline Manager
FCSD Service Engineering Operations
313 31-79380

From: Berardi, Michael (M.A.)
Sent: Saturday, April 10, 2010 2:13 PM
To: Kopeika, Charles (C.R.); Whitmyer, Al (A.W.)
Subject: Fw: 2004 Mercury Monterey Transmission Defect

Either of you hear about any transmission concerns on Freestars and Monterey's?

From: Toney, Frederiek (F.)
To: Berardi, Michael (M.A.)
Cc: Tansil-Marshall, Robin (R.); Fetters, Rich (R.J.)
Sent: Mon Apr 05 08:38:06 2010
Subject: FW: 2004 Mercury Monterey Transmission Defect

Mike, please read the attached story. It rankles me a bit to get the scolding of this customer. I'd like to discuss your experience with this product.

Robin and Rich, just do your thing and keep me in the loop, please. Thanks.

Frederiek Toney
Vice President, Ford Motor Company
President, Ford Customer Service Division
16800 Executive Plaza Drive
Dearborn, Michigan 48126-4207
Phone: (313) 337-5708 / Fax: (313) 845-1677
Cell: (313) 903-0931

From: Showler, Amy (A.L.)
Sent: Monday, April 05, 2010 8:01 AM
To: Toney, Frederiek (F.); Tansil-Marshall, Robin (R.)
Subject: FW: 2004 Mercury Monterey Transmission Defect

Thank you!

Regards,
Amy Showler
Office of Alan Mulally
Ph: (313) 323-8136; Fx: (313) 322-1325

From: Tom McAloon [mailto:Thomas.Mcaloon@wal-mart.com]
Sent: Sunday, April 04, 2010 3:29 PM
To: Mulally, Alan (A.R.)
Cc: Harry, Kimberly (K.)
Subject: 2004 Mercury Monterey Transmission Defect

Dear Mr. Mulally:

I listened with interest as you discussed on a recent Sunday morning news program your thoughts on the Toyota recalls. You expressed to the commentator, "I just hope Toyota does what is right". You see, it was just that week that my wife and 3 children were in our Mercury Monterey that lost all acceleration as they entered a highway progressing to the speed of 55 miles an hour. The car just glided to a stop as my panicked wife tried to maneuver the lifeless minivan to the shoulder of the highway as irate motorists honked and made hand gestures at my wife and children for blocking and slowing traffic on the busy highway.

That evening, I was disappointed to learn from one mechanic after the other that the problem my wife and children experienced was a known fact by Ford Motor Company to be a problem, and one they have decided not to take ownership of and address. I was directed to a website to learn more. Some of the information I have attached below:

"The National Highway Traffic Safety Administration (NHTSA) is investigating hundreds of reports that 2004-2005 Ford Freestar and Mercury Monterey minivans are fitted with defective transmissions that could dangerously fail without warning. Most alarming is that many of the transmissions reportedly fail at highway speeds. In a common complaint, the engine will suddenly surge and then all power is immediately lost. The vehicle is forced to coast powerlessly to a safe spot out of the flow of traffic. Angry owners have flooded message boards to report incidents of transmission failures which leave them stranded and stuck with \$3,500 repair bills.

To date, there have been 654 customer complaints and 2,791 warranty claims. However, according to NHTSA, as many as 205,000 vehicles may be affected. The investigation, expected to take a year, will focus on the torque converter output shaft which drives the wheels. Ford Motor Co. has not yet released an official statement regarding the investigation."

In the six weeks we have been trying to get answers from Ford Motor Company on what they plan to do, I have read article after article on your plans for the future. First, in Fast Company magazine discussing how Ford is rebooting with "the next generation of Ford's Sync technology will turn cars into rolling, talking, socially networked, cloud-connected, supermachines." You were quoted as saying, "It's cool to connect. But it's past cool. It is a reason to buy."

Then the following week in Bloomsberg Business Week magazine, an article titled, "Alan Mulally's Asian Sales Call" quotes you as saying, "I have made it the highest priority for Ford" (growing their Asian Pacific business).

Mr. Mulullay, I point all this out to express concern that Ford things cool technology or growing into new markets will drive sales. Being in the retail business, I can tell you, taking care of your customers will drive sales. I am sure you read many market research surveys. A survey of the McAloon household shows four vehicles and four drivers. We have two Toyotas, a Honda Accord and a Mercury Monterey. Both of the Toyotas have been recently recalled and Toyota "did what was right" and fixed their defects in those cars. The Honda we have had zero problems with and the Mercury Monterey, sits lifeless in our driveway, blocking the basketball court that my three children use to play on daily.

Those 3,000 minivans that "Ford Motor Company has not yet released an official statement regarding the investigation" used to transport thousands of future automobile consumers. Now that generation knows that Toyota stepped up with integrity, regardless of the billions of dollars it cost, to fix their defects. Unfortunately, someone at Toyota years ago hoped their problem would go away and decided not to make the right decision before their problem made it to the news media. Now, not only did their problem cost them billions, it cost them their reputation.

As a businessman that drives one of my Toyotas as a company car, I can choose between a Toyota Camry or a Ford Fusion. I also oversee that decision for the fleet in my Region. Although the recall of my Toyota caused a day of inconvenience, it cost my company no money.

Mr. Mulally, I hope you consider your own words to Mr. Toyoda and you "do what is right" in standing behind the defective product your company delivered. I know my future buying and driving decisions will depend on your decision, but more importantly than one buyer, I believe your decision on whether you do what is right will impact the future buying decisions of the next generation that you are trying to impress with your technology and wireless connectivity. I do not believe my children will purchase "the coolest, most useful app you've ever had", to quote your Fast Company article, from a company that lacks integrity and hopes the news about their defects will just quietly disappear.

I look forward to hearing your decision.

Sincerely,

Tom McAloon

Tom McAloon
Regional General Manager
Metro Philly/Greater NJ
Wal-Mart Stores, Inc.
 300 Welsh Road, Building 4, Suite 210
 Horsham, PA 19044
 Thomas.McAloon@Wal-mart.com
[Save Money. Live Better](#)

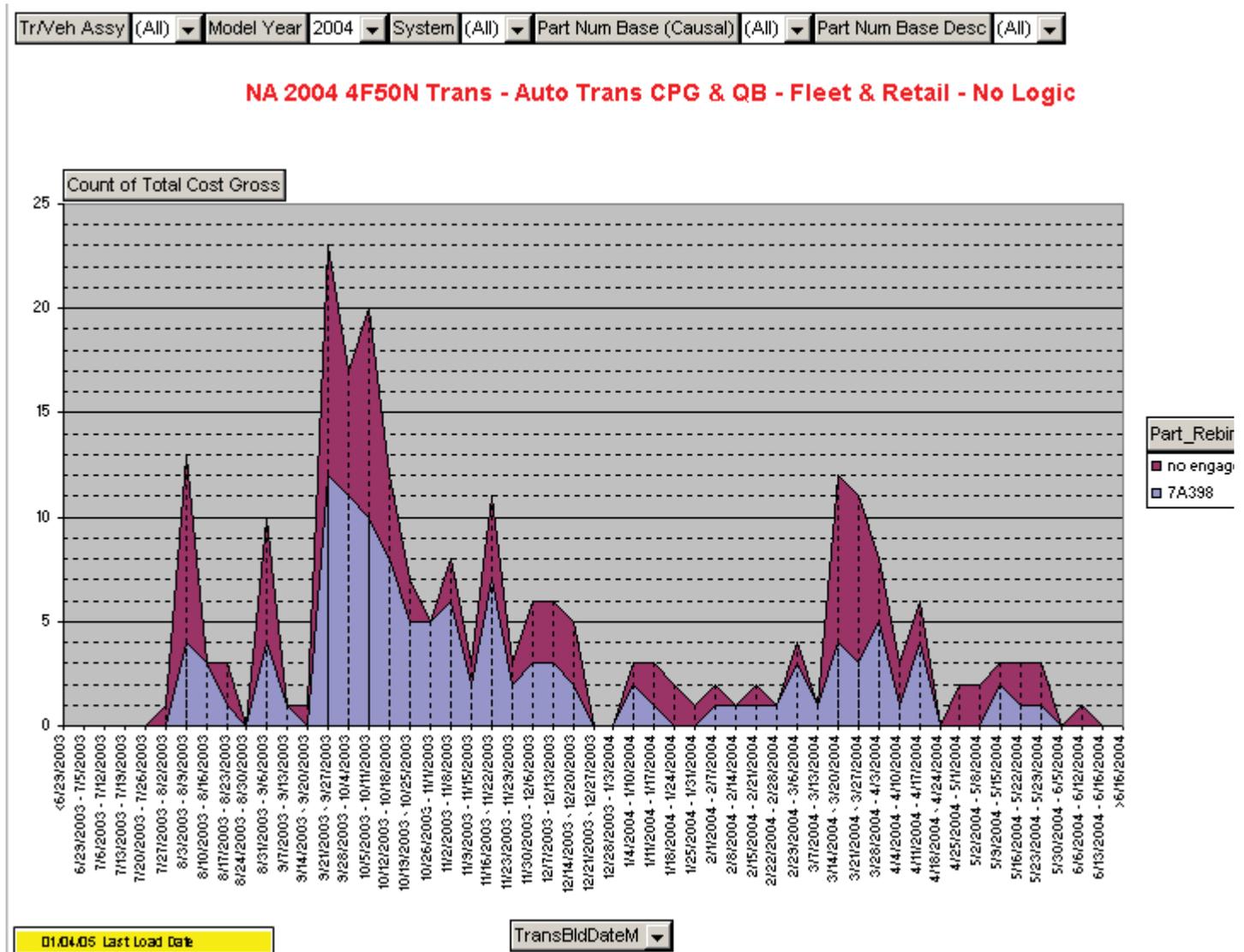
***** **This email and any files**
transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If
you have received this email in error destroy it immediately.
 ***** **Walmart Confidential**

From: Frank, Chuck (C.R.)
Sent: Friday, January 07, 2005 8:14 AM
To: Borneo, Joseph (J.A.)
Cc: Adamski, Raymond (R.J.); Davis, Mark (M.R.); Frank, Chuck (C.R.)
Subject: RE: 2005 Front Planetary Repairs

Attachments: Picture (Device Independent Bitmap)

Joe,

4F50N planetary repairs have varied over the build weeks as shown below. Would you be able to make an estimate of how many TGWs might be attributed to car and truck applications from GQRS?



-----Original Message-----

From: Davis, Mark (M.R.)
Sent: Wednesday, December 22, 2004 2:33 PM
To: Frank, Chuck (C.R.)
Cc: Adamski, Raymond (R.J.); Trent, Matt (M.)
Subject: RE: 2005 Front Planetary Repairs

Hi Chuck. I am sending you this note at the last minute in 2004 just so I wont forget about it over the Holiday. We can talk about this in detail after we get back from Holiday.

There is a 2005 6-Sigma objective for TGWs. You, Ray and myself have put a lot of time into estimating a R/1000 impact of the Front Planetary Failures. Is there a way to convert the R/1000 impact to TGW impact?

Please advise.

Thanks,

Mark R. Davis (mdavis@ford.com)

Product Design Engineer / 6-Sigma Black Belt Candidate

Electro-Hydraulic Control Sub-Systems Dept. ATEO

Cube ~~E224C~~ W225E. Box 215 / ATNPC Building

Phone: ~~734-523-5148~~ 734-523-5997, Fax: 734-523-4433

-----Original Message-----

From: Frank, Chuck (C.R.)
Sent: Friday, December 17, 2004 12:28 PM
To: Davis, Mark (M.R.); Adamski, Raymond (R.J.)
Cc: Lipka, Ken (K.R.); Schmitt, Ray (R.); Frank, Chuck (C.R.); Gawronski, Robert (R.J.); Buccellato, Robert (R.J.); Tosch, John (J.J.); Baum, Joe (J.M.); Middione, Jerry (J.J.)
Subject: 2005 Front Planetary Repairs

Mark/Ray,

Here's the latest 2005 repair data for front planet repairs by transmission build week. No engage are potential, but unconfirmed, front planet.

<< OLE Object: Picture (Device Independent Bitmap) >>

Best Regards,

Charles Frank

Quality, Reliability, Customer Sat. 4F50N,4F46S,4F27E Trans
Auto Trans Eng Org Powertrain Operations Ford Motor Co
Tel#734-45-80968 FAX#734-52-33942 Cube W230E
ATO Bldg, Mail Drop 25, 36200 Plymouth Rd, Livonia, MI, 48150

From: Davis, Mark (M.R.)
Sent: Monday, January 31, 2005 10:17 AM
To: Frank, Chuck (C.R.)
Cc: Adamski, Raymond (R.J.); Borneo, Joseph (J.A.)
Subject: RE: 2005 Front Planetary Repairs

Attachments: Picture (Metafile); Microsoft Equation 3.0; Microsoft Equation 3.0

Here are the estimates I came-up with based on your suggestion on how to calculate the TGW estimates. I used a Multiplication Factor of 3.41 based on Ray Adamski's analysis of Planetary Failure binning in our project's Financial Savings. I want to keep things consistent.

Before sending this info to our Master Black Belt, I wanted to make sure that this was the analysis you recommended. Do you agree with these calculations?

$$\frac{TGW_{PlanetaryFailure}}{R_{PlanetaryFailure} / 1000} = \frac{TGW_{TotalTrans}}{R_{TotalTrans} / 1000} \Rightarrow TGW_{PlanetaryFailure} = (R_{PlanetaryFailure} / 1000 * MultFactor) * \left(\frac{TGW_{TotalTrans}}{R_{TotalTrans} / 1000} \right)$$

2003MY:

$$TGW_{PlanetaryFailure} = (0.02 * 3.41) * \left(\frac{99}{8.12} \right) = 0.83$$

2004MY:

$$TGW_{PlanetaryFailure} = (0.07 * 3.41) * \left(\frac{107}{8.79} \right) = 2.91$$

Thanks,

Mark R. Davis (mdavis@ford.com)

Product Design Engineer / 6-Sigma Black Belt Candidate

Electro-Hydraulic Control Sub-Systems Dept. ATEO

Cube ~~E224C~~ W225E, Box 215 / ATNPC Building

Phone: ~~734-523-5148~~ 734-523-5997, Fax: 734-523-4433

-----Original Message-----

From: Borneo, Joseph (J.A.)
Sent: Thursday, January 27, 2005 3:43 PM
To: Frank, Chuck (C.R.); Davis, Mark (M.R.)
Cc: Adamski, Raymond (R.J.)
Subject: RE: 2005 Front Planetary Repairs

'03 Car: 87

'04 Car: 123

'03 Truck: 121

'04 Truck: 60

'03 Total 4F50N: 99

'04 Total 4F50N: 107

Joseph Borneo
Supervisor
4F50N Transmission Vehicle Systems/Calibration
D186/V229 Programs
ATEO Bldg, Cube W220E
(734)523-5950
Pager: (734) 797-9539
USERID: JBORNEO

-----Original Message-----

From: Frank, Chuck (C.R.)
Sent: Thursday, January 27, 2005 12:57 PM
To: Davis, Mark (M.R.)
Cc: Adamski, Raymond (R.J.); Borneo, Joseph (J.A.); Frank, Chuck (C.R.)
Subject: RE: 2005 Front Planetary Repairs

Mark,

How about estimating the planetary TGW/1000 @ 3 MIS from the portion of planetary only to the overall trans R/1000 @ 3 MIS?

"Planetary" is based on WCC 3A16 repairs. I recommend multiplying this number by 2 to account for the unidentified planetary repairs coded as "7000" transmission assembly, then calculating the ratio.

	R/1000 @ 3 MIS	
MY	Planetary	Total Trans
2003	0.02	8.12
2004	0.07	8.79

Data 3/36 as of Dec 2004 AWS Cutoff.

Joe should be able to provide the total TGW/1000 for Car/Truck & 2003/2004 .

-----Original Message-----

From: Frank, Chuck (C.R.)
Sent: Friday, January 21, 2005 9:37 AM
To: Davis, Mark (M.R.)
Cc: Adamski, Raymond (R.J.); Frank, Chuck (C.R.); Borneo, Joseph (J.A.)
Subject: RE: 2005 Front Planetary Repairs

Mark,

I have talked with Joe Borneo, our local customer satisfaction official and calibration supervisor, about this. The amount of TGWs due to a front planet failure are not a matter of record so it must be estimated from a pool of unidentified mechanical concerns.

Joe and I were talking about using the ratio found in warranty at 3 MIS.

I need to work on this and hope to have and answer by next Friday.

-----Original Message-----

From: Davis, Mark (M.R.)
Sent: Thursday, January 20, 2005 5:02 PM
To: Frank, Chuck (C.R.)
Cc: Adamski, Raymond (R.J.)
Subject: RE: 2005 Front Planetary Repairs

Hi Chuck. Can we get a TGW estimate for the Low Mileage Front Planetary Failure issue per my attached note?

Thanks,

Mark R. Davis (mdavis@ford.com)

Product Design Engineer / 6-Sigma Black Belt Candidate

Electro-Hydraulic Control Sub-Systems Dept. ATEO

Cube ~~E224C~~ W225E. Box 215 / ATNPC Building

Phone: ~~734-523-5148~~ 734-523-5997, Fax: 734-523-4433

-----Original Message-----

From: Davis, Mark (M.R.)
Sent: Wednesday, December 22, 2004 2:33 PM
To: Frank, Chuck (C.R.)
Cc: Adamski, Raymond (R.J.); Trent, Matt (M.)
Subject: RE: 2005 Front Planetary Repairs

Hi Chuck. I am sending you this note at the last minute in 2004 just so I wont forget about it over the Holiday. We can talk about this in detail after we get back from Holiday.

There is a 2005 6-Sigma objective for TGWs. You, Ray and myself have put a lot of time into estimating a R/1000 impact of the Front Planetary Failures. Is there a way to convert the R/1000 impact to TGW impact?

Please advise.

Thanks,

Mark R. Davis (mdavis@ford.com)

Product Design Engineer / 6-Sigma Black Belt Candidate

Electro-Hydraulic Control Sub-Systems Dept. ATEO

Cube ~~E224C~~ W225E. Box 215 / ATNPC Building

Phone: ~~734-523-5148~~ 734-523-5997, Fax: 734-523-4433

-----Original Message-----

From: Frank, Chuck (C.R.)
Sent: Friday, December 17, 2004 12:28 PM
To: Davis, Mark (M.R.); Adamski, Raymond (R.J.)
Cc: Lipka, Ken (K.R.); Schmitt, Ray (R.); Frank, Chuck (C.R.); Gawronski, Robert (R.J.); Buccellato, Robert (R.J.); Tosch, John (J.J.); Baum, Joe (J.M.); Middione, Jerry (J.J.)
Subject: 2005 Front Planetary Repairs

Mark/Ray,

Here's the latest 2005 repair data for front planet repairs by transmission build week. No engage are potential, but unconfirmed, front planet.

<< OLE Object: Picture (Device Independent Bitmap) >>

Best Regards,

Charles Frank

Quality, Reliability, Customer Sat. 4F50N,4F46S,4F27E Trans
Auto Trans Eng Org Powertrain Operations Ford Motor Co
Tel#734-45-80968 FAX#734-52-33942 Cube W230E
ATO Bldg, Mail Drop 25, 36200 Plymouth Rd, Livonia, MI, 48150

From: Walega, Ken (K.G.)
Sent: Monday, March 29, 2010 12:40 PM
To: Borneo, Joseph (J.A.); Plasencia, David (D.B.); Fallu, John (W.); Placha, Diana (D.B.)
Cc: Gardner, Greg (G.D.)
Subject: RE: 3.9L/4.2L

Yes, Dave, Diana and I have been working with Eric for about 6 months on this issue. Please see me if you have any questions

From: Borneo, Joseph (J.A.)
Sent: Monday, March 29, 2010 7:32 AM
To: Plasencia, David (D.B.); Walega, Ken (K.G.); Fallu, John (W.); Placha, Diana (D.B.)
Cc: Gardner, Greg (G.D.)
Subject: FW: 3.9L/4.2L

Anyone aware of this investigation?

Joseph Borneo
TDE Six-Sigma Master Black Belt
TSC Project Coordinator
ATNPC Bldg, Cube W316B
(313)805-8869
USERID: JBORNEO

From: Warm, David (D.L.)
Sent: Friday, March 26, 2010 11:37 PM
To: Britton, Eric (E.J.); Gaworecki, Paul (P.C.); Schubeck, Nicholas (N.P.); Greenan, Thomas (T.F.); Borneo, Joseph (J.A.)
Cc: Warm, David (D.L.)
Subject: RE: 3.9L/4.2L

Hi Eric,
We switched to Power PC pcm's in 2006my.
Removed the IMRC from the engine.
Changed EVAP (fuel systems)systems
Changed catalysts
Changed to ETC.

<< File: PDL2006MY - postKO.xls >>

Here is an initial record I had from 2006 but I just did a quick to find this so I need to dig through my later records to see what fully went in.
I believe in 2004 we switched from 3.8L to 3.9L but the 4.2L was the same.
The were transmission changes during that period as well.

I would contact Joe Borneo in Automatic Transmission about changes to the transmissions.

Can you give us some more details about the concern so we understand what is being investigated.

Thanks

David Warm
dwarm@ford.com

313-805-5480

2.0L C170 & V227 P/T Calibration

1.8L & 2.0L C1, EuCD, P1x P/T Calibration

From: Britton, Eric (E.J.)
Sent: Friday, March 26, 2010 11:33 AM
To: Warm, David (D.L.)
Subject: 3.9L/4.2L

David, I noticed from your phone greeting that you are out of town so I will try email. There is a NHTSA investigation of Freestar torque converters and I need to consider any changes that may affect the torque converter. Can you tell me if there were any powertrain calibration changes for the 3.9L and 4.2L during 2004-2007 model years. If you don't have the info can you tell me who might. Thanks for your help and have a good trip.

Eric Britton
Government Investigations
Tel. 313-323-2966
Fax: 313-594-2268

From: Walega, Ken (K.G.)
Sent: Friday, August 28, 2009 7:28 AM
To: 'bradboucher@almaproducts.com'; Placha, Diana (D.B.)
Cc: 'Vickie Krantz (E-mail)'
Subject: RE: 4F50N Pump Insert Spline Data

Brad,
Thanks for the information. Let if you find any Alma returns.

From: Brad Boucher [mailto:bradboucher@almaproducts.com]
Sent: Thursday, August 27, 2009 10:24 PM
To: Placha, Diana (D.B.); Walega, Ken (K.G.)
Cc: 'Vickie Krantz (E-mail)'
Subject: 4F50N Pump Insert Spline Data

Ken & Diana – Attached is some data from incoming 4F50N cores on good vs stripped pump drive insert splines. The numbers found with stripped splines are quite high overall and consistent from 2003-2005. My experience with this has been that the 2003 level cores were much worse than later model years. However this data doesn't really suggest that. This is data off all the cores we have in house. We will continue to check splines on future incoming cores and send you updates to this file. None of the units inspected were Alma reman returns.

<<...>>

Regards,

Brad Boucher

Alma Products Company

989-462-9824

From: Brad Boucher [bradboucher@almaproducts.com]
Sent: Tuesday, November 16, 2010 10:08 PM
To: Placha, Diana (D.B.)
Cc: Britton, Eric (E.J.); Walega, Ken (K.G.); Plasencia, David (D.B.)
Subject: Re: 4F50N Pump Insert Spline Data

Eric - This represents splines that were 100% stripped. This does not include any splines that would have been rejected due to being partially worn or other visual rejection. Typically the splines are completely stripped. Very few fall out for other reasons.

Brad Boucher
Director of Engineering & Quality
Alma Products Company

From: "Placha, Diana (D.B.)" <dplacha@ford.com>
Date: Tue, 16 Nov 2010 08:29:36 -0500
To: <bradboucher@almaproducts.com>
Cc: Britton, Eric (E.J.)<ebritton@ford.com>; Walega, Ken (K.G.)<kwalega@ford.com>; Plasencia, David (D.B.)<dplasenc@ford.com>
Subject: RE: 4F50N Pump Insert Spline Data

Brad ... Can you please respond to Eric's question below? On your attached excel spreadsheet, does "stripped" mean 100% of the teeth were worn or does it also consist of parts that had partial tooth wear?

Also, does this list consist of parts that failed the visual inspection, the torque test or both?

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering
☎ (313) 805-9359
Email: DPLACHA@ford.com
Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Tuesday, November 16, 2010 8:21 AM
To: Walega, Ken (K.G.); Placha, Diana (D.B.); Plasencia, David (D.B.)
Subject: FW: 4F50N Pump Insert Spline Data

I know it's been a long time. Regarding this audit, does "stripped" mean all the teeth were gone or that the covers didn't pass the visual inspection?

Eric

From: Walega, Ken (K.G.)
Sent: Friday, August 28, 2009 7:29 AM
To: Britton, Eric (E.J.); Plasencia, David (D.B.); Placha, Diana (D.B.)
Cc: Walega, Ken (K.G.)
Subject: FW: 4F50N Pump Insert Spline Data

[Info on 4F50N torque converter returns](#)

From: Brad Boucher [mailto:bradboucher@almaproducts.com]
Sent: Thursday, August 27, 2009 10:24 PM
To: Placha, Diana (D.B.); Walega, Ken (K.G.)
Cc: 'Vickie Krantz (E-mail)'
Subject: 4F50N Pump Insert Spline Data

Ken & Diana – Attached is some data from incoming 4F50N cores on good vs stripped pump drive insert splines. The numbers found with stripped splines are quite high overall and consistent from 2003-2005. My experience with this has been that the 2003 level cores were much worse than later model years. However this data doesn't really suggest that. This is data off all the cores we have in house. We will continue to check splines on future incoming cores and send you updates to this file. None of the units inspected were Alma reman returns.

<<...>>

Regards,

Brad Boucher

Alma Products Company

989-462-9824

From: Hassel, Ronald (R.F.)
Sent: Thursday, August 20, 2009 10:54 AM
To: Walega, Ken (K.G.); Placha, Diana (D.B.)
Cc: Plasencia, David (D.B.); Comiskey, Lori (L.)
Subject: RE: AX4N Data

I'm working on it today and tomorrow. Should be able to get through most of it. I'll call Lori if necessary, but for now I think it's a one person job.

Ron Hassel

Transmission Design Resident Engineer
Van Dyke Transmission Plant
(586) 826-6314
rhassel@Ford.com

From: Walega, Ken (K.G.)
Sent: Wednesday, August 19, 2009 8:57 AM
To: Placha, Diana (D.B.)
Cc: Plasencia, David (D.B.); Hassel, Ronald (R.F.); Comiskey, Lori (L.)
Subject: RE: AX4N Data

Ron,
Yes, this is the data we need. Please proceed.

Lori Comiskey can help collect the data if needed.

From: Placha, Diana (D.B.)
Sent: Wednesday, August 19, 2009 8:34 AM
To: Walega, Ken (K.G.)
Cc: Plasencia, David (D.B.); Hassel, Ronald (R.F.)
Subject: RE: AX4N Data

Yes, the date is the converter build date. So in the example you provided below, the converter was built February 8 2005 and would therefore be outside our suspect window.

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Walega, Ken (K.G.)
Sent: Tuesday, August 18, 2009 4:31 PM
To: Placha, Diana (D.B.)
Cc: Plasencia, David (D.B.); Hassel, Ronald (R.F.); Walega, Ken (K.G.)
Subject: FW: AX4N Data

Diana,

Will the information shown in red provide enough detail to determine if the TC was build with the suspect pump drive plates??

From: Hassel, Ronald (R.F.)
Sent: Tuesday, August 18, 2009 2:23 PM
To: Walega, Ken (K.G.)
Subject: FW: AX4N Data

Here is a sample. Before we go digging through all of these, I wanted to make sure we're getting the right data you need. This info might not be available for the whole list because this station was not active for the earlier part of the trans build dates. I do now have the complete list of trans asy build dates for the VIN list provided.

050208 - DATE
D00052 - SERIAL NUMBER

From the sound of things you will most likely need the torque converter info above.
This is from Trans S/N 160205LA50042059, built 2/16/2005.
It went into Vehicle 2FMZA50695BA67980, built 2/25/2005

Ron Hassel

Transmission Design Resident Engineer
Van Dyke Transmission Plant
(586) 826-6314
rhassel@Ford.com

From: DePonio, Maria (M.A.)
Sent: Tuesday, August 18, 2009 2:12 PM
To: Hassel, Ronald (R.F.)
Subject: AX4N Data

We did not store the first few bytes of this file in the database, so I am not sure what it represents. I was able to parse out the 285 data and identify what each piece of the data represents.

05177PNBLA 50042059 017
498012187A11
800032249A1100000000000000000000

585
042
265
A
1 - CYCLE_COUNT
I - REJECT_FLAG
5F2P-7902-BC - PART NUMBER
U0KWA - CSPAR SUPP CODE
050208 - DATE
D00052 - SERIAL NUMBER
A - SCANNER STATUS

590044300A11 10010.5A000037A
20010.5A000294A614012308A11615012308A11623012310A11624012310A11631252316A1101028.89A0021.9A02028.52
A0025.8A03012.04A0017.9A04028.65A0022.6A05028.69A0021.9A06028.65A0028.4A07012.16A0012.7A08012.05A001
7.9A09028.53A0023.9A10012.01A0014.4A11028.71A0027.1A12028.60A0022.6A13028.84A0029.0A14028.51A0024.5A
15028.73A0023.2A650316325A1101012.00A000025A02012.00A000032A03012.00A000045A04012.00A000032A05012.
05A000064A06012.00A000050A07012.05A000039A08012.03A000043A09012.05A000044A10012.04A000035A11012.0
6A000031A12012.04A000045A13012.02A000035A14012.02A000024A15012.02A000053A16012.04A000031A17012.02
A000048A18012.00A000036A19012.00A000032A670028337A11
10012.3A000087A673012339A11674012339A11675076339A1101008.03A000184A02008.00A000097A03029.33A000015
A04029.33A000018A680028341A11 10010.6A000100A685070347A11ACCCIIIIIIIIII+3.984 +3.985 +3.969 -.927
697012350A1100000000000

Maria DePonio
Van Dyke Transmission Plant - Systems
(586) 826-6636

From: Lehman, Jerald (J.R.)
Sent: Monday, August 31, 2009 3:05 PM
To: Placha, Diana (D.B.); Plasencia, David (D.B.)
Subject: RE: AX4N Pump Insert White layer Thickness

06

Jerry Lehman, Failure Analysis Technical Specialist
ATNPC Metallurgical Lab, MD-213
phone: 734-458-0614 fax: 734-266-1162
text pager: 734-797-9475
e-mail: jlehman1@ford.com

From: Placha, Diana (D.B.)
Sent: Monday, August 31, 2009 3:01 PM
To: Lehman, Jerald (J.R.); Plasencia, David (D.B.)
Subject: RE: AX4N Pump Insert White layer Thickness

Which one was the none failed unit?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Lehman, Jerald (J.R.)
Sent: Monday, August 31, 2009 2:47 PM
To: Placha, Diana (D.B.); Plasencia, David (D.B.)
Subject: AX4N Pump Insert White layer Thickness

<< File: 060525 washer face etched 500x dim.jpg >> << File: 031112 root 1 etched 500x dim.jpg >> << File: 031112 washer face etched 500x dim.jpg >> << File: 050928 root 1 etched 500x dim.jpg >> << File: 050928 washer face etched 500x dim.jpg >> << File: 060525 root 1 etched 500x dim.jpg >>

Jerry Lehman, Failure Analysis Technical Specialist
ATNPC Metallurgical Lab, MD-213
phone: 734-458-0614 fax: 734-266-1162
text pager: 734-797-9475
e-mail: jlehman1@ford.com

From: Placha, Diana (D.B.)
Sent: Wednesday, March 24, 2010 9:14 AM
To: Britton, Eric (E.J.)
Subject: RE: Engine Site

Engine calibration if the torque changed.

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Wednesday, March 24, 2010 8:31 AM
To: Placha, Diana (D.B.)
Subject: RE: Engine Site

Jeff Yeager is going to help me out with torsionals. Do you think powertrain calibration could have any effect on this issue?

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Placha, Diana (D.B.)
Sent: Thursday, October 15, 2009 10:10 AM
To: Britton, Eric (E.J.)
Subject: Engine Site

You may be able to find someone on this site to help get torsionals ...

<https://dept.sp.ford.com/sites/LGDEEDEPTS/v6/default.aspx>

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Friday, August 28, 2009 3:18 PM
To: Walega, Ken (K.G.); Placha, Diana (D.B.)
Cc: Plasencia, David (D.B.)
Subject: RE: Freestar

Monday please if you can make it happen. Teleconference is ok. We can follow up with a face to face meeting later.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Walega, Ken (K.G.)
Sent: Friday, August 28, 2009 1:13 PM
To: Placha, Diana (D.B.)
Cc: Britton, Eric (E.J.); Plasencia, David (D.B.)
Subject: RE: Freestar

Diana,
Please schedule the meeting

From: Placha, Diana (D.B.)
Sent: Friday, August 28, 2009 10:55 AM
To: Walega, Ken (K.G.)
Cc: Britton, Eric (E.J.); Plasencia, David (D.B.)
Subject: RE: Freestar

Ken ... Do you want me to set up a meeting with Alma or do you plan to do so?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Friday, August 28, 2009 9:59 AM
To: Placha, Diana (D.B.)
Subject: RE: Freestar

When is the meeting with Alma? Do they run the torque test on new covers they receive from Exedy? Thanks.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Placha, Diana (D.B.)
Sent: Friday, August 28, 2009 9:27 AM
To: Walega, Ken (K.G.)
Cc: Britton, Eric (E.J.); Plasencia, David (D.B.)
Subject: RE: Freestar

Per your request ...

<< File: Part Change Log Appendix - PDI.xls >>
<< File: Torque Visual.pdf >> << File: Reman Spec.pdf >>

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Placha, Diana (D.B.)
Sent: Friday, August 28, 2009 7:17 AM
To: Walega, Ken (K.G.)
Cc: Britton, Eric (E.J.)
Subject: RE: Freestar

Yes it was both electronically and paper copy. I can send it again via email if required.

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Walega, Ken (K.G.)
Sent: Friday, August 28, 2009 7:07 AM
To: Placha, Diana (D.B.)
Cc: Britton, Eric (E.J.)
Subject: RE: Freestar

Diana,
I thought this was sent over with the suspension order documents. Please confirm

From: Britton, Eric (E.J.)
Sent: Thursday, August 27, 2009 5:43 PM
To: Walega, Ken (K.G.)
Subject: Freestar

Thanks for all your help so far. Can you please send me the reman spec for the TC so I can start reviewing it. Thanks.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Rolling, Michael (M.R.)
Sent: Wednesday, October 14, 2009 12:20 PM
To: Placha, Diana (D.B.); Plasencia, David (D.B.)
Cc: Rebecca, Robert (R.P.)
Subject: RE: Meeting

Diana,

The only information that we have is the TESTnet test requests.

You can look up the test requests in TESTnet using the TR numbers that you listed below (YC3239 is a work request, not a test request).

From: Placha, Diana (D.B.)
Sent: Wednesday, October 14, 2009 7:22 AM
To: Rolling, Michael (M.R.); Plasencia, David (D.B.)
Cc: Rebecca, Robert (R.P.)
Subject: RE: Meeting

I believe the YA test request dates back to 1998. We understand it may be difficult but any help you could offer would be greatly appreciated. :)

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Rolling, Michael (M.R.)
Sent: Tuesday, October 13, 2009 4:27 PM
To: Placha, Diana (D.B.); Plasencia, David (D.B.)
Cc: Rebecca, Robert (R.P.)
Subject: RE: Meeting

If your dates are correct, this data is 15-25 years old!
It is not likely that this data has been retained (record retention).
We will do a quick search but I do not believe we have this information.

Michael Rolling
Supervisor
Axle and Transmission Development Laboratories
Phone: 313.805.2695

From: Placha, Diana (D.B.)
Sent: Tuesday, October 13, 2009 2:49 PM
To: Plasencia, David (D.B.); Rolling, Michael (M.R.)
Subject: RE: Meeting

Okay ... how about these ...

YA6476
YB0286
YB0862
YB5992
YB2543
YC3239
YC3938

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Plasencia, David (D.B.)
Sent: Tuesday, October 13, 2009 9:38 AM
To: Rolling, Michael (M.R.); Placha, Diana (D.B.)
Subject: RE: Meeting

Testing should have been done in 1983 or 1984 for the 3.0L, 1992 or 1993 for 3.8L. Diana how far back does the online test request system go?

*David Plasencia
Section Supervisor
RWD Converter and Flexplate Design
Torque Converter Engineering
Cell 313-805-9360*

*Page from computer
3138059360 @vtext.com*

From: Rolling, Michael (M.R.)
Sent: Tuesday, October 13, 2009 8:55 AM
To: Plasencia, David (D.B.); Placha, Diana (D.B.)
Subject: RE: Meeting

What was the test request number?
I should be able to search on TR number.

From: Rolling, Michael (M.R.)
Sent: Tuesday, October 13, 2009 8:50 AM
To: Plasencia, David (D.B.); Placha, Diana (D.B.)
Subject: RE: Meeting

I do not know if these files still exist.
I will have to do a search.
When was this test ran and data collected?

Michael Rolling
Supervisor
Axle and Transmission Development Laboratories
Phone: 313.805.2695

From: Plasencia, David (D.B.)
Sent: Tuesday, October 13, 2009 8:19 AM
To: Rolling, Michael (M.R.); Placha, Diana (D.B.)
Subject: RE: Meeting

Walt ran all the engine torsional testing for many years, and he could always find a specific engine when asked for data. Is there a folder that Walt kept with all the torsional data it it?

*David Plasencia
Section Supervisor
RWD Converter and Flexplate Design
Torque Converter Engineering
Cell 313-805-9360*

*Page from computer
3138059360 @vtext.com*

From: Rolling, Michael (M.R.)
Sent: Tuesday, October 13, 2009 8:01 AM
To: Placha, Diana (D.B.)
Cc: Plasencia, David (D.B.)
Subject: RE: Meeting

Diana,
This data should have been sent to you when the test was complete.
Do you know when this data was collected? (maybe I can search files by date)

Michael Rolling
Supervisor
Axle and Transmission Development Laboratories
Phone: 313.805.2695

From: Placha, Diana (D.B.)
Sent: Tuesday, October 13, 2009 7:55 AM
To: Rolling, Michael (M.R.)
Cc: Plasencia, David (D.B.)
Subject: FW: Meeting

Mike ... Would you happen to have any torsional data on the 3.0L 2V/4V, 3.9L or 4.2L Gas engines?? Walt used to keep records of all those - did he by any chance transfer them to you or someone else in your group?

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering
☎ (313) 805-9359
Email: DPLACHA@ford.com
Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction

From: Borys, Jason (J.E.)
Sent: Monday, October 12, 2009 3:13 PM
To: Placha, Diana (D.B.)
Subject: RE: Meeting

Diana,

I do not have any ROTEC data on the engines listed. I am not sure where Walt's files are. Mike Rolling may know if the files are available.

Thanks,

Jason Borys

Dynamometer Test Engineering
Ford Motor Company
ATNPC Box 38, 35500 Plymouth Rd., Livonia, MI 48150
Mobile Phone/Text Messaging:(313) 805-0560 jborys@ford.com

From: Placha, Diana (D.B.)
Sent: Monday, October 12, 2009 2:43 PM
To: Borys, Jason (J.E.)
Cc: Plasencia, David (D.B.)
Subject: FW: Meeting

Jason ... Would you happen to have any torsional data on the 3.0L 2V/4V, 3.9L or 4.2L Gas engines?? Walt used to keep records of all those - did he by any chance transfer them to you?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is FORD PROPRIETARY information and may include FORD CONFIDENTIAL information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Walega, Ken (K.G.)
Sent: Monday, October 12, 2009 2:02 PM
To: Placha, Diana (D.B.)
Cc: Walega, Ken (K.G.); Plasencia, David (D.B.)
Subject: FW: Meeting

Diana,
Eric is still looking for a technical explanation.

Can you get hold of the torsional information for the 3.0L, 3.9L and 4.2L. Thanks

From: Britton, Eric (E.J.)

Sent: Monday, October 12, 2009 10:44 AM
To: Walega, Ken (K.G.)
Subject: Meeting

I apologize for being late to the meeting, I tried to call in at 10:15. Call me to discuss when you get a minute. Thanks.

Eric Britton

Government Investigations

From: Adams, George (G.M.)
Sent: Wednesday, November 18, 2009 9:54 AM
To: Nichols, Jim (J.L.)
Subject: RE: NHTSA Probe

Yes, I caught that too.

Consider the source.....it's all supplemental commentary by one non-engineer individual that will probably not have any relevancy with NHTSA..

On the other hand, I can see how it could possibly happen three times on one vehicle in one day in one of many thousands of cases (there's got to be 2-3 times the number of actual incidences than the NHTSA-reported number). The pump shaft could start slipping while under load and never re-grip, but once the engine is turned off, maybe it could have grabbed on to whatever teeth or metal fragments are left in the torque converter splines, then it slips again once the metal fragments become dislodged or remaining teeth material strip away further.

George M. Adams

Ford Motor Company
Chassis Engineering
Frames & Sta-bar Systems D&R Engineer
U251/P251: Frames & Sta-bars (Links/Bushings/Hardware)
P415/U222/U228: Sta-bars (Links/Bushings/Hardware)
Desk: PDC--2BB46
Ford Cell: 313-805-3194
Text Page: GADAMS3
Email: GADAMS3@ford.com

From: Nichols, Jim (J.L.)
Sent: Wednesday, November 18, 2009 9:24 AM
To: Adams, George (G.M.)
Subject: RE: NHTSA Probe

Interesting details mentioned by the Delaware resident:

1. Says it's happened 3 times. I've never heard any other account of the transmission working again after the first time the spline strips out. Is she saying she's had the converter replaced twice and both replacements and the original all stripped out?
2. Says power steering was gone too. There's no connection whatsoever between power steering pump and torque converter. If the engine is running, she should have power steering.

Regards,

James L. Nichols

6F50/55 Transmission Systems Engineering
CDSID: jnichol15
Cell Phone/Voice Mail/Pager: (313) 805-9320
Fax: (734) 523-3942
Go Blue!

From: Adams, George (G.M.)
Sent: Wednesday, November 18, 2009 8:49 AM
To: Nichols, Jim (J.L.)
Subject: NHTSA Probe

FYI...

Not necessarily new news I don't think.....but it's probably new news to quite a few new people now that it's being reported in Automotive News.

I thought we'd already heard NHTSA is investigating the torque converter issue. I guess we'll find out soon what the results of the investigation are.

I'm not one of the 654 customer complaints nor 2,791 warranty claims mentioned in the article, but I'm sure there's quite a few more like me that fell into the same category as I did, an out-of-warranty failure that was paid for out-of-pocket.

George M. Adams

Ford Motor Company
Chassis Engineering
Frames & Sta-bar Systems D&R Engineer
U251/P251: Frames & Sta-bars (Links/Bushings/Hardware)
P415/U222/U228: Sta-bars (Links/Bushings/Hardware)
Desk: PDC--2BB46
Ford Cell: 313-805-3194
Text Page: GADAMS3
Email: GADAMS3@ford.com

NHTSA probes Ford minivans over transmission complaints

Neil Roland

Automotive News | November 17, 2009 - 4:23 pm EST

WASHINGTON -- Federal safety officials are investigating hundreds of complaints that 2004-05 Ford Freestar and Mercury Monterey minivans have defective transmissions that can cause the moving vehicles to stop suddenly.

As many as 205,000 vehicles could be affected, NHTSA said today.

Investigators are focusing on the torque converter output shaft, NHTSA said on its Web site. The shaft, in the rear of the transmission, drives the wheels.

NHTSA reported 654 customer complaints and 2,791 warranty claims related to the vehicles' sudden inability to move on the road.

"It's a safety defect and should be recalled," said Clarence Ditlow, executive director of the nonprofit Center for Auto Safety.

The agency's engineering analysis is to be completed in 12 months, according to NHTSA.

12/9/2010

A Ford Motor Co. spokesman did not immediately respond to a request for comment.

The Freestar and its Monterey sibling debuted in late 2003 and were discontinued after the 2007 model year after sagging sales.

In one complaint to the Center for Auto Safety, a Delaware resident said her 2004 Freestar suddenly stopped three times -- twice while on high-speed roadways trying to merge into traffic.

“While the vehicle was moving, the rpms would ramp up extremely high, but the vehicle would not move forward (felt as if all power, including steering, were gone),” wrote Nadine Burroughs of Middletown, Del.

“Driving down [Interstate 95], the transmission quit!” Ted Bennett of Crawfordville, Fl., wrote to Ditlow's group.

From: Hartstang, Joe (J.K.)
Sent: Thursday, July 22, 2010 8:07 AM
To: Moore, April (M.)
Subject: RE: PE09_Freestar Torque Converter.doc

Misery loves company...go ahead and arrange it and we can meet with them together. Thanks.

Joe Hartstang

**Critical Parts, Field Service Actions,
FSA Purchasing Manager
Ford Customer Service Division
PS&L Supply Chain Mgmt
Phone 313-390-7604**

From: Moore, April (M.)
Sent: Thursday, July 22, 2010 5:36 AM
To: Hartstang, Joe (J.K.)
Subject: RE: PE09_Freestar Torque Converter.doc

Alrighty then. As usual it'll take \$\$ to get the supplier rolling and AERO doesn't have the funding to support. (I can't approve anything above \$10.00.-)) You'll want to see/hear their proposal. Shall I go ahead and arrange it or have them contact you?

Thanks

**on the bright side: the longer it takes NHTSA, the more vehicles that are fixed w/ the good TC and lowers the vehicle pop.!

April Moore

Reman Product Specialist
Aftermarket Engineering & Remanufacturing Operations (AERO)
Ford Customer Service Division
313-390-4425

From: Hartstang, Joe (J.K.)
Sent: Wednesday, July 21, 2010 3:34 PM
To: Moore, April (M.)
Subject: FW: PE09_Freestar Torque Converter.doc

I hated to put the question in writing, but did, and here's the response....

Joe Hartstang

**Critical Parts, Field Service Actions,
FSA Purchasing Manager
Ford Customer Service Division
PS&L Supply Chain Mgmt
Phone 313-390-7604**

From: Britton, Eric (E.J.)
Sent: Wednesday, July 21, 2010 3:33 PM
To: Hartstang, Joe (J.K.)
Subject: RE: PE09_Freestar Torque Converter.doc

It's an open investigation. NHTSA is busy with Toyota related stuff so they are behind schedule. We will eventually get another information request.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Hartstang, Joe (J.K.)
Sent: Wednesday, July 21, 2010 2:29 PM
To: Britton, Eric (E.J.)
Subject: FW: PE09_Freestar Torque Converter.doc

Eric,

I haven't heard anything since March; is this still being pursued?

From: Moore, April (M.)
Sent: Tuesday, July 20, 2010 12:23 PM
To: Hartstang, Joe (J.K.)
Subject: RE: PE09_Freestar Torque Converter.doc

Joe

Do you know if there has been anymore discussions or activity on this particular action? The supplier is willing to come in and provide the action plan details. We are talking an EXTENDED PERIOD of timing... Is the investigation still pending? Does PS&L need to have something in the works or in the back pocket?

FYI - Core material isn't something that materializes overnight for a reman part. Especially when the line that manufactured the original part has been disassembled and scrapped.

April Moore

Reman Product Specialist

Aftermarket Engineering & Remanufacturing Operations (AERO)

Ford Customer Service Division

313-390-4425

From: Moore, April (M.)
Sent: Thursday, March 11, 2010 12:52 PM
To: Moore, April (M.); Hartstang, Joe (J.K.)
Subject: RE: PE09_Freestar Torque Converter.doc

Saved under:

W:\CPG\Recall\Work Box\PE09 Torque Converter

From: Moore, April (M.)

Sent: Thursday, March 11, 2010 12:51 PM
To: Hartstang, Joe (J.K.)
Subject: PE09_Freestar Torque Converter.doc

<< File: PE09_Freestar Torque Converter.doc >>

For tomorrows meeting. Want to add anything? Possibly more bad news. The OE part that we are currently supplying might need to be included in this program as part of the vehicle population. The parts were taken as a bridge run from VanDyke when they removed the tooling - we don't know if the washers in these torques converters are good or bad?!

April Moore
Reman Product Specialist
Aftermarket Engineering & Remanufacturing Operations (AERO)
Ford Customer Service Division
313-390-4425

From: Walega, Ken (K.G.)
Sent: Thursday, August 20, 2009 5:19 PM
To: Placha, Diana (D.B.); Bruck, Al (A.J.)
Subject: RE: WO#1040053,Pump Cut Open - Remove Seal and Bearing, Status Changed to Accepted.

Diana,
Was this converter cut open?

From: Placha, Diana (D.B.)
Sent: Thursday, August 20, 2009 1:29 PM
To: Walega, Ken (K.G.); Bruck, Al (A.J.)
Subject: RE: WO#1040053,Pump Cut Open - Remove Seal and Bearing, Status Changed to Accepted.

Would either of you be able to help me get this last coast drive test sample cut open? I was hoping to have the results prior to our meeting.

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering
☎ (313) 805-9359
Email: DPLACHA@ford.com
Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Georgic, Jeffrey (J.A.)
Sent: Thursday, August 20, 2009 1:19 PM
To: Placha, Diana (D.B.)
Subject: RE: WO#1040053,Pump Cut Open - Remove Seal and Bearing, Status Changed to Accepted.

Still working on a hot hf35 build job.....after that he will start on your work

Jeff Georgic

ATO Prototype Operations
35500 Plymouth Rd. Livonia, Michigan 48150 MD Box 240
Desk (734) 52-34317 Cell (313) 399-0199 FAX (734) 266-1162
jgeorgic@ford.com

From: Placha, Diana (D.B.)
Sent: Thursday, August 20, 2009 1:08 PM
To: Georgic, Jeffrey (J.A.)
Subject: RE: WO#1040053,Pump Cut Open - Remove Seal and Bearing, Status Changed to Accepted.

Hi Jeff ... Any chance that converter's open?

Diana B. Placha

FORD MOTOR COMPANY

Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Georgic, Jeffrey (J.A.)

Sent: Thursday, August 20, 2009 10:39 AM

To: Placha, Diana (D.B.)

Subject: WO#1040053,Pump Cut Open - Remove Seal and Bearing, Status Changed to Accepted.

Work Order# 1040053 has been given a new status of **Accepted**, with a promised date of 20-AUG-2009.

Your request has been received. You will receive another email when work has begun.

Please **DO NOT** reply to this message. This message was generated by an automated mail facility which is not monitored for incoming messages.

Click [here](#) to open the Work Order

From: [Whitmyer, Al \(A.W.\)](#)
To: [Berardi, Michael \(M.A.\)](#)
Cc: [Frommann, Mike \(M.W.\)](#); [Christianson, Kevin \(K.C.\)](#); [Kopeika, Charles \(C.R.\)](#)
Subject: RE: 2004 Mercury Monterey Transmission Defect
Date: Monday, April 12, 2010 2:15:07 PM

Mike,

This is currently an open investigation by NHTSA.

If you would like Mike Frommann or Kevin Christianson can give you a detailed update.

Al

Al Whitmyer
Technical Hotline Manager
FCSD Service Engineering Operations
313 31-79380

From: Berardi, Michael (M.A.)
Sent: Saturday, April 10, 2010 2:13 PM
To: Kopeika, Charles (C.R.); Whitmyer, Al (A.W.)
Subject: Fw: 2004 Mercury Monterey Transmission Defect

Either of you hear about any transmission concerns on Freestars and Monterey's?

From: Toney, Frederiek (F.)
To: Berardi, Michael (M.A.)
Cc: Tansil-Marshall, Robin (R.); Fetters, Rich (R.J.)
Sent: Mon Apr 05 08:38:06 2010
Subject: FW: 2004 Mercury Monterey Transmission Defect

Mike, please read the attached story. It rankles me a bit to get the scolding of this customer. I'd like to discuss your experience with this product.

Robin and Rich, just do your thing and keep me in the loop, please. Thanks.

Frederiek Toney
Vice President, Ford Motor Company
President, Ford Customer Service Division
16800 Executive Plaza Drive
Dearborn, Michigan 48126-4207
Phone: (313) 337-5708 / Fax: (313) 845-1677
Cell: (313) 903-0931

From: Showler, Amy (A.L.)
Sent: Monday, April 05, 2010 8:01 AM
To: Toney, Frederiek (F.); Tansil-Marshall, Robin (R.)
Subject: FW: 2004 Mercury Monterey Transmission Defect

Thank you!

Regards,
Amy Showler
Office of Alan Mulally
Ph: (313) 323-8136; Fx: (313) 322-1325

From: Tom McAloon [mailto:Thomas.Mcaloon@wal-mart.com]
Sent: Sunday, April 04, 2010 3:29 PM
To: Mulally, Alan (A.R.)
Cc: Harry, Kimberly (K.)
Subject: 2004 Mercury Monterey Transmission Defect

Dear Mr. Mulally:

I listened with interest as you discussed on a recent Sunday morning news program your thoughts on the Toyota recalls. You expressed to the commentator, "I just hope Toyota does what is right". You see, it was just that week that my wife and 3 children were in our Mercury Monterey that lost all acceleration as they entered a highway progressing to the speed of 55 miles an hour. The car just glided to a stop as my panicked wife tried to maneuver the lifeless minivan to the shoulder of the highway as irate motorists honked and made hand gestures at my wife and children for blocking and slowing traffic on the busy highway.

That evening, I was disappointed to learn from one mechanic after the other that the problem my wife and children experienced was a known fact by Ford Motor Company to be a problem, and one they have decided not to take ownership of and address. I was directed to a website to learn more. Some of the information I have attached below:

"The National Highway Traffic Safety Administration (NHTSA) is investigating hundreds of reports that 2004-2005 Ford Freestar and Mercury Monterey minivans are fitted with defective transmissions that could dangerously fail without warning. Most alarming is that many of the transmissions reportedly fail at highway speeds. In a common complaint, the engine will suddenly surge and then all power is immediately lost. The vehicle is forced to coast powerlessly to a safe spot out of the flow of traffic. Angry owners have flooded message boards to report incidents of transmission failures which leave them stranded and stuck with \$3,500 repair bills.

To date, there have been 654 customer complaints and 2,791 warranty claims. However, according to NHTSA, as many as 205,000 vehicles may be affected. The investigation, expected to take a year, will focus on the torque converter output shaft which drives the wheels. Ford Motor Co. has not yet released an official statement regarding the investigation."

In the six weeks we have been trying to get answers from Ford Motor Company on what they plan to do, I have read article after article on your plans for the future. First, in Fast Company magazine discussing how Ford is rebooting with "the next generation of Ford's Sync technology will turn cars into rolling, talking, socially networked, cloud-connected, supermachines." You were quoted as saying, "It's cool to connect. But it's past cool. It is a reason to buy."

Then the following week in Bloomsberg Business Week magazine, an article titled, "Alan Mulally's Asian Sales Call" quotes you as saying, "I have made it the highest priority for Ford" (growing their Asian Pacific business).

Mr. Mulally, I point all this out to express concern that Ford things cool technology or growing into new markets will drive sales. Being in the retail business, I can tell you, taking care of your customers will drive sales. I am sure you read many market research surveys. A survey of the McAloon household shows four vehicles and four drivers. We have two Toyotas, a Honda Accord and a Mercury Monterey. Both of the Toyotas have been recently recalled and Toyota "did what was right" and fixed their defects in those cars. The Honda we have had zero problems with and the Mercury Monterey, sits lifeless in our driveway, blocking the basketball court that my three children use to play on daily.

Those 3,000 minivans that "Ford Motor Company has not yet released an official statement regarding the investigation" used to transport thousands of future automobile consumers. Now that generation knows that Toyota stepped up with integrity, regardless of the billions of dollars it cost, to fix their defects. Unfortunately, someone at Toyota years ago hoped their problem would go away and decided not to make the right decision before their problem made it to the news media. Now, not only did their problem cost them billions, it cost them their reputation.

As a businessman that drives one of my Toyotas as a company car, I can choose between a Toyota Camry or a Ford Fusion. I also oversee that decision for the fleet in my Region. Although the recall of my Toyota caused a day of inconvenience, it cost my company no money.

Mr. Mulally, I hope you consider your own words to Mr. Toyoda and you "do what is right" in standing behind the defective product your company delivered. I know my future buying and driving decisions will depend on your decision, but more importantly than one buyer, I believe your decision on whether you do what is right will impact the future buying decisions of the next generation that you are trying to impress with your technology and wireless connectivity. I do not believe my children will purchase "the coolest, most useful app you've ever had", to quote your Fast Company article, from a company that lacks integrity and hopes the news about their defects will just quietly disappear.

I look forward to hearing your decision.

Sincerely,

Tom McAloon

Tom McAloon
Regional General Manager
Metro Philly/Greater NJ
Wal-Mart Stores, Inc.
300 Welsh Road, Building 4, Suite 210
Horsham, PA 19044
Thomas.McAloon@Wal-mart.com
[Save Money. Live Better](#)

This email and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this email in error destroy it immediately.

Walmart Confidential

From: [Frommann, Mike \(M.W.\)](#)
To: [Welch, Sharon \(S.L.\)](#); [Britton, Eric \(E.J.\)](#)
Subject: RE: Road Test
Date: Thursday, March 11, 2010 12:30:26 PM

The .2 for road test is probably good for now. It might just be a stall test, but the time could be the same. Rental expense is more what I would worry about. If your labor time is over 6 hours there is going to be some expense; if it is over 8 hours, everyone that gets their vehicle fixed potentially gets a rental.

From: Welch, Sharon (S.L.)
Sent: Thursday, March 11, 2010 12:07 PM
To: Britton, Eric (E.J.)
Cc: Frommann, Mike (M.W.)
Subject: RE: Road Test

That all depends on the type of repair you are doing. Mike Frommann is actively involved in "post road test issues" right now on the 6F transmission. I would advise you consult with him on this topic. The catalytic converter program is his anyways.

Sharon Welch

Program Manager
Recall & Service Programs
DSC II 803
Phone (313) 33-72791

From: Britton, Eric (E.J.)
Sent: Thursday, March 11, 2010 12:06 PM
To: Welch, Sharon (S.L.)
Subject: Road Test

Hey Sharon, what about post road test 7000AXQ. .2 hr I think

Eric Britton

Government Investigations
Tel. 313-323-2966
Fax: 313-594-2268

Win	#	Status	Status Desc.	State	Type Code	Plan	Plan Desc.	Time	Miles	Plan Year	Update Date	Registration Date	Exp Date	Vehicle
2FAFP70W03X	1	I	INACTIVE - OCCURS WHEN NEW OWNER	MI	N	FSPN	FSP PLAN (STAND ALONE NO CHRG)	72	100000	2002	12/8/2003	10/30/2002	4/30/2008	CROWN VIC
2FAFP70W03X	2	A	ACTIVE	NY	N	PREM	PREMIUMCARE	72	60000	2004	5/19/2004	5/19/2004	4/30/2008	CROWN VIC
2FAFP70W03X	1	A	ACTIVE	NY	N	EX	EXTRACARE	72	60000	2002	1/23/2003	1/23/2003	1/17/2009	CROWN VIC
2FAFP70W03X	1	A	ACTIVE	MD	N	EX	EXTRACARE	60	60000	2002	10/29/2002	10/29/2002	10/18/2007	CROWN VIC
2FAFP70W23X	1	E	EXPIRED - CONTRACT HAS FULLY MAT	CA	N	EX	EXTRACARE	36	100000	2002	2/28/2006	3/4/2003	2/27/2006	CROWN VIC
2FAFP70W23X	1	A	ACTIVE	MI	N	FSP4	FSP ONLY PLAN CARLIGHT TRUCK	120	999999	2002	13/02/2004	13/02/2004	10/9/2012	CROWN VIC
2FAFP70W23X	1	A	ACTIVE	NY	N	EX	EXTRACARE	72	60000	2002	1/23/2003	1/23/2003	1/17/2009	CROWN VIC
2FAFP70W23X	1	A	ACTIVE	MD	N	EX	EXTRACARE	60	60000	2002	10/29/2002	10/29/2002	10/17/2007	CROWN VIC
2FAFP70W23X	1	A	ACTIVE	TX	N	PREM	PREMIUMCARE	72	100000	2002	10/22/2002	10/22/2002	10/16/2008	CROWN VIC
2FAFP70W23X	1	A	ACTIVE	OH	N	PREM	PREMIUMCARE	60	60000	2004	3/29/2004	3/29/2004	3/22/2009	CROWN VIC
2FAFP70W43X	1	I	INACTIVE - OCCURS WHEN NEW OWNER	MI	N	FSPN	FSP PLAN (STAND ALONE NO CHRG)	72	100000	2002	11/29/2002	6/24/2002	5/31/2008	CROWN VIC
2FAFP70W43X	1	A	ACTIVE	MD	N	EX	EXTRACARE	60	60000	2002	11/1/2002	11/1/2002	10/30/2007	CROWN VIC
2FAFP70W63X	1	A	ACTIVE	MD	N	EX	EXTRACARE	60	60000	2002	10/29/2002	10/29/2002	10/18/2007	CROWN VIC
2FAFP70W73X	1	A	ACTIVE	MD	N	PREM	PREMIUMCARE	84	75000	2005	4/25/2005	4/25/2005	5/31/2009	CROWN VIC
2FAFP70W73X	1	E	EXPIRED - CONTRACT HAS FULLY MAT	CA	N	EX	EXTRACARE	36	100000	2002	2/28/2006	3/4/2003	2/27/2006	CROWN VIC
2FAFP70W83X	1	I	INACTIVE - OCCURS WHEN NEW OWNER	MI	N	FSPN	FSP PLAN (STAND ALONE NO CHRG)	72	100000	2002	12/19/2003	7/19/2002	4/29/2008	CROWN VIC
2FAFP70W83X	1	A	ACTIVE	MD	N	EX	EXTRACARE	60	60000	2002	10/29/2002	10/29/2002	10/18/2007	CROWN VIC
2FAFP70W83X	1	E	EXPIRED - CONTRACT HAS FULLY MAT	RI	N	PTRN	POWERTRAIN	48	48000	2002	5/30/2007	6/4/2003	5/29/2007	CROWN VIC
2FAFP70W93X	1	E	EXPIRED - CONTRACT HAS FULLY MAT	IL	N	PREM	PREMIUMCARE	36	75000	2002	7/3/2005	7/10/2002	7/1/2005	CROWN VIC

VIN Number	Contract Number	Contract Status Code	Contract State Code	Plan Year	Sales Category Group Code	Sales Category Code	Sales Category Description	Contract Type Code	Contract Coverage Time in Months	Contract Coverage Distance	Contract Registration Date	Vehicle Line Description	Vehicle Line Code	VIN/Contract Number Count
2FMDA50604E	1A	PA	PA	2004	PREM	PREM	PREMIUMCARE N		72	60000	13-Jul-04	FREESTAR	A4	1
2FMDA50604E	2E	PA	PA	2004	PREM	PREM	PREMIUMCARE N		60	60000	13-Oct-04	FREESTAR	A4	1
2FMDA50604E	1E	MI	MI	2004	PTRN	PTRN	POWERTRAIN N		48	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50604E	1E	MI	MI	2004	PTRN	PTRN	POWERTRAIN N		48	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50604E	1E	MI	MI	2004	PTRN	PTRN	POWERTRAIN N		48	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50604E	1A	MD	MD	2004	EXTR	EX	EXTRACARE N		72	75000	23-Mar-04	FREESTAR	A4	1
2FMDA50604E	1A	MD	MD	2004	PREM	PREM	PREMIUMCARE N		72	75000	01-Oct-04	FREESTAR	A4	1
2FMDA50604E	2A	MI	MI	2005	EXTR	EX	EXTRACARE N		72	75000	14-Jun-05	FREESTAR	A4	1
2FMDA50604E	1A	PA	PA	2004	PREM	PREM	PREMIUMCARE N		72	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50605E	1E	CA	CA	2006	EXTR	U-EX	USED EXTRACARE U		24	24000	25-Jul-06	FREESTAR	A4	1
2FMDA50605E	1V	OH	OH	2007	PREM	PREM	PREMIUMCARE N		60	75000	26-Jul-07	FREESTAR	A4	1
2FMDA50605E	2A	OH	OH	2007	PREM	PREM	PREMIUMCARE N		60	75000	08-Oct-07	FREESTAR	A4	1
2FMDA50605E	1A	OH	OH	2007	EXTR	U-EX	USED EXTRACARE U		48	48000	15-Jun-07	FREESTAR	A4	1
2FMDA50614E	1E	FL	FL	2007	PTRN	U-PT	POWERTRAIN U		6	6000	09-Apr-07	FREESTAR	A4	1
2FMDA50614E	1C	CA	CA	2006	EXTR	U-EX	USED EXTRACARE U		24	24000	06-Apr-06	FREESTAR	A4	1
2FMDA50614E	1E	MI	MI	2004	PTRN	PTRN	POWERTRAIN N		48	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50614E	1E	MI	MI	2004	PTRN	PTRN	POWERTRAIN N		48	100000	25-Jun-04	FREESTAR	A4	1
2FMDA50614E	1E	HI	HI	2004	PREM	PREM	PREMIUMCARE N		60	60000	24-Jun-04	FREESTAR	A4	1
2FMDA50614E	1E	MN	MN	2004	PREM	PREM	PREMIUMCARE N		60	75000	19-Aug-04	FREESTAR	A4	1
2FMDA50614E	1A	PA	PA	2005	PREM	PREM	PREMIUMCARE N		60	36000	17-Nov-04	FREESTAR	A4	1
2FMDA50615E	1A	FL	FL	2004	PREM	PREM	PREMIUMCARE N		60	100000	12-Nov-04	FREESTAR	A4	1
2FMDA50615E	1A	FL	FL	2007	PREM	PREM	PREMIUMCARE N		72	75000	26-Feb-08	FREESTAR	A4	1
2FMDA50624E	1E	CA	CA	2004	PREM	PREM	PREMIUMCARE N		60	48000	22-Jan-04	FREESTAR	A4	1
2FMDA50624E	1A	HI	HI	2004	PREM	PREM	PREMIUMCARE N		72	60000	01-Jun-04	FREESTAR	A4	1
2FMDA50624E	1C	PA	PA	2004	PREM	PREM	PREMIUMCARE N		72	36000	25-Mar-04	FREESTAR	A4	1
2FMDA50624E	1A	NJ	NJ	2004	PREM	PREM	PREMIUMCARE N		84	100000	06-Sep-04	FREESTAR	A4	1
2FMDA50625E	1A	VA	VA	2005	EXTR	EX	EXTRACARE N		60	75000	19-Oct-05	FREESTAR	A4	1

Email [REDACTED]
Phone [REDACTED]

[REDACTED]
Mount Prospect, IL [REDACTED]

March 28, 2010

Ford Motor Company
James P. Vondale
Automotive Safety Office
Environmental and Safety Engineering
Fairlane Plaza South
330 Town Center Drive
Dearborn, MI 48126-2738

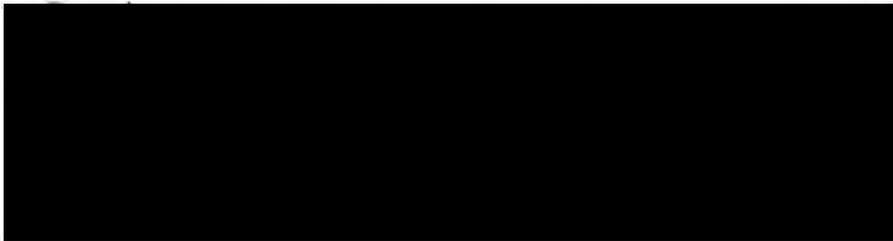
*MORS
1482810910*

Dear Mr. Vondale:

Subject PE09-33 Manufactures Defect.

We are owners of 2005 Freestar VIN 2FMZA51645B [REDACTED] with 58,612 mileage that experienced the failure of the torque converter output spline on a vacation trip from my home to Florida. In Indianapolis, on Saturday March 20, 2010 12 noon at 65 MPH the output spline failed and I was forced to the shoulder. My wife and I do consider this a safety issue, since the high rate of speed, lack of any warning and the lack of power to get to the shoulder and out of harms way (ODI 10321283).

We are seeking a full refund of all expenses involved (total sum \$3179.48 see attached) with this manufacturing defect as outline in Fords response to NHTSA date September 08, 2009. I have included pictures of the defective converter which appears to have the part number 040825E date code 00419. We have been a loyal Ford Motor customer for many years owning 6 Ford products (87 Range, 89 Tempo, 89 Grand Marquis , 97 Aerostar, 05 Freestar, 06 Tauras) but never experienced such a catastrophic and expensive failure as this manufacturing defect. We will cease being a future Ford customer unless these expenses are refunded.



Expense in Repairing Manufacturing Defect

Transmission Repair	\$2850
Tow	\$ 12
Taxi Ride	\$ 50
Rental Car	\$ 205
<u>Hotel</u>	<u>\$ 62.48</u>
Total	\$3179.48

Receipts attached



Defective torque convert



Part number on Converter



Flywheel view

EDWARD'S TRANSMISSIONS & ENGINES

PO Box 20594 INDIANAPOLIS, IN 46220 Main Office (317) 635-4216

DATE: 3/26/2010
 CITY: MOUNT PROSPECT
 STATE: ILL
 ZIP: [REDACTED]
 MODEL: FULL SIZE VAN
 MAKE: FORD
 YEAR: 2005
 LICENSE: [REDACTED]
 ODOMETER: 68,612

CUSTOMER COMMENTS

QUIT PULLING ON INTERSTATE

VEHICLE HISTORY

ROAD TEST
 Drive does not engage.
 Drive does not pull.
 Transmission fluid is discolored.
 Engine is running roughly.
 Could not determine if there were any oil leaks.
 Vibrations (ENGINE).
 Drive does not shift.

VEHICLE CONDITION

Clutch material in oil pan
 Debris in oil pan
 Transmission fluid is discolored.
 Fluid Burned

PAYMENT INFORMATION

PAID 3/26/2010
 Type: Cash
 Amount: \$0.00
 Check Authorization Number: \$0.00
 Credit Card Master Card
 Amount: \$2,850.00
 Acct Rec: \$0.00
 Acct / PO: \$0.00
 Fin. Cont: \$0.00
 A/R Discount: \$0.00
 Prepayments: \$0.00

TYPE OF LIMITED WARRANTY

36 months 36000 mile Limited Warranty. Which ever occurs first.

RDI AUTHORIZATION

AUTHORIZER: DARRYL

DATE: 3/22/2010 TIME: 10:25 CONF: 08/26/82

REPAIR ESTIMATE AND AUTHORIZATION

Clutch	\$0.00
Trans.	\$1,144.26
Engine	\$0.00
Torque Conv.	\$248.05
Fluid	\$0.00
Sublet	\$0.00
Total Parts	\$1,481.31
Total Labor	\$1,265.00
Parts & Lbr	\$2,746.31
Tax	\$103.69
TOTAL	\$2,850.00

RO #: 408465

LABOR	
General Labor	
MISC	
Specialty	
R&R Trans	
TOTAL	\$1,265.00

GENERAL PARTS

- 1 FLUID
- 1 SHOP SUPPLIES

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing and inspection. An express merchant's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereon. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

If I fail to pay Edward's Transmissions for the labor performed and/or the materials furnished or otherwise breach the terms and conditions of the repair order, I hereby agree to pay Edward's Transmissions all of its costs to collect such amounts or enforce such terms and conditions, including its reasonable attorney fees and court costs.

Terms & details of the Limited Warranty are given on file attachment.

AUTHORIZED BY

FINAL INVOICE -- REPRINT

Edwards' Transmission 4

4920 CRAWFORDSVILLE RD., INDIANAPOLIS, IN46224
 Fax: (317)244-6395

Date: 03/22/2010
 Status: Delivered
 PO: 408465
 RO: 408465

Year: 2005 Make: FORD

Model: FULL SIZE VAN

Transmission Type: AX4N

Eng Size:

Prod Date:

VIN:

Scan Codes:

Customer Original Complaint: OUT OF STATE

Output splines stripped

	MSRP	INVOICE
Build Shop Services	\$862.50	\$0.00
Gaskets and Seals	\$236.00	\$0.00
Friction Clutches	\$139.00	\$0.00
Steel Clutches	\$110.00	\$0.00
Bushings and Thrust Washers	\$65.00	\$0.00
Reconditioned Case Assembly	\$0.00	\$0.00
Reconditioned Pump Assembly	\$350.00	\$0.00
Reconditioned Drums and Shafts	\$0.00	\$0.00
Reconditioned Planetary Assembly	\$0.00	\$0.00
Reconditioned Output Assembly	\$0.00	\$0.00
Torque Convortor FM7A	\$227.50	\$0.00
Other: FLUID	\$45.00	\$0.00
Other: R AND I LABOR	\$480.00	\$0.00
Other:	\$0.00	\$0.00
Ext Service Contract 36 Mo., 36K Mi.	\$250.00	\$0.00
Total Parts	\$1,898.50	\$0.00
Sales Tax EXEM ON FILE	\$0.00	\$0.00
Total Parts (including Tax)	\$2,761.00	\$0.00
Remove and Replace Labor		
Fluid		

Total Necessary Parts

Extended Service Contract Notes: 3 year 36000 mile Limited Warranty, whichever occurs first. No R&R labor included.

Order Number 032480

Report Info Status=Fin Request N:Descriptor Run Date /Completion Job Size=3 Execution Precalc Pr:Cut Off Dal Load Date: Currency E Generated By=EBRITTON
Date Selec Model Yea Cost Categ Region Bul Vehicle Lin Part Num E:Extended Amount [Typed] <-> 0
Report Sel-Report Nar Model Yea Destination Csv Name: Logic=Non Order By=I Options=C:Cost Type=Minimum C Use Group Requested Requested Reported C Reported L:Descriptor Default Claims (no Date Filters)=Up to current cutoff date

Sum of REPAIRS	
PART NUM BASE (Report)	Total
7902 - CONVERTER ASY	7681
5 - OIL	6732
7B328 - SHAFT OIL PUMP DRIVE	3579
7A098 - SCREEN ASY - OIL PAN	2952
7F401 - SEAL ASY CONV IM HUB	2630
7153 - GASKET TRANSMISSION ASSEMBLY	2232
5E241 - GASKET EXHAUST	2029
7B164 - PLT ASY-CLTCH IN SPL	1780
	128
7G093 - SEAL-PMP SHFT RR	1341
7G092 - SEAL-PMP SHFT FRT	1338
	67900
7F196 - BAND ASSY OVERDRIVE	1223
7B442 - PLATE-REAR CLUTCH DR	1068
7Z490 - PLATE-CONTR VALVE BODY SEPARATOR	989
7G303 - GSKT CHN COVER	963
7A100 - CONTROL ASY TRANS MA	681
N806408	645
7F396 - GASKET-M C COOLER	612
OSP - OUTSIDE PART	602
7L669 - DRUM ASSY-OD	521
1177 - SEAL ASY RR WHL BRG	481
W705443	452
6749 - GASKET-OIL FILTER CTR BLT TO CVR	420
7G184 - BRG ASY-TRANS MN CONTR BDY	383
7A108 - SUPPORT ASY-CNVRTR S	382
	378
	130
7G136 - SLND ASY BY PS CL AC	373
7D273 - CONN ASY OIL TUBE	364
7G383 - EPC SOLENOID	286
7A162 - BAND-FRONT	281
7G331 - GSKT-OIL PMP BDY	267
7A262 - PISTON-TRANSMISSION	217
N800750	216
7A191 - GASKET OIL PAN	211
7A103 - FRONT PUMP ASY-TRANS	194
7A136 - GASKET - FRT PUMP TO	190
7E005 - CLUTCH PISTON	185
7D483 - SNAP RING-RR CLCH P/	184
W705444	164
7000 - TRANSMISSION ASY-AUT	164
6012 - ENGINE ASSY (REMANUFACTURED)	152
7H188 - PISTON & ROD ASY(OVERDRIVE SERVO)	149
7H185 - PISTON ASY-TRANS INT CL	138
7G166 - SPT ASY-DRVN SPRC	133
7G100 - PIN-SHFT RTNR	124
7F293 - RANGE SENSOR - TRANS	119
	113
	103

7G156 - RACE & BSHG.ASY DR O	100
7G090 - SEAL-TURBINE SHAFT	96
7G091 - SEAL-TURBINE SHAFT	95
7G276 - BULKHEAD ASSY (WIRING CONNECTOR)	93
7F213 - SHFTKL-TURBINE	91
ENOIL	89
7A089 - CLUTCH ASY-TRANS PLA	87
7C020 - VLV & SLV ASY-TRANS MN OIL PRESS	85
7H290 - PISTON ASY-INTERMEDIATE CLUTCH	82
7G318 - SLV-TRANS VLV BDY PIL	81
7G320 - PLNG-TRANS BYP CL CONTR	81
7034 - VEN ASY-TRANS	72
7G099 - WSHR-DR SPRCK	71
7B066 - PLATE-FRONT CLUTCH P	70
7G120 - CLY.ASSY-DIR INTM CL	66
7B155 - FLTR&HD ASY TRNS OIL	64
7F465 - DIFF & GEAR SET	64
7F342 - GEAR-FINAL DR INPUT	63
7G484 - SOLENOID SHIFT CNTRL	63
7H281 - PST & ROD ASY-TRANS CST SRVO	61
7D171 - RACE-TRANS OVERRUN C	59
7V575 - KIT-TRANS AUTO OHL	57
	56
2 - MOTORCRAFT BATTERY	56
N807144	55
W705606	55
7E085 - SPRING-RR CLUTCH PRE	53
7G096 - WSHR-CHN CVR TH	53
14 - MOTORCRAFT BATTERY	51
7M101 - SENSOR TURBINE SPEED	49
7F343 - GEAR FINAL DR OUTPUT	48
7H103 - SENSOR OUTPUT SHAFT	48
6068 - INSULATOR ASY	46
7G448 - RC-TRANS DIR CL APLY SHL RET	46
7A626 - DRUM/SECOND SUN GR-F	43
7D019 - SEAL-FORWARD CLUTCH	43
W520215	43
7 - MOTORCRAFT BATTERY	40
7G187 - CVR-ASY-TRANS OIL PMP	40
W711082	39
7G094 - SHAFT - SHIFT ACUM P	37
* - [N/A]	33
7C144 - SPCR-TRANS RR SUPT	33
7A398 - DRUM/PLANET GR ASY-R	32
7D014 - WASHER-FT PUMP SUPT	32
7G233 - BRG ASY-DR SPRCKT	32
W710132	31
7D024 - SEAL-FRT SERVO PISTO	30
7G281 - SEAL-OIL PUMP BOR	27
7R194 - RG-TRANS OIL PMP BDY	27
	26
388898	26

7G132 - SPT ASY-DRVN SPR		26
N800419		26
N803178		26
5G203 - TUBE ASY EXHAUST		25
6F063 - INSUL ASY ENG/TRANS		25
7N089 - SEAL ASY-OIL PUMP		25
24 - MOTORCRAFT BATTERY		24
5K483 - LINK ASY-STAB BAR		24
7B067 - HUB-TRANS FRT CLUTCH		24
7D402 - PISTON-TRNS REVERSE		24
7G188 - CVR ASY-CHAIN		24
7005 - CASE ASY-TRANSMISSIO		23
7G102 - SEAL-INTM & DIR HUB		23
7G129 - SPT ASY-DRIVE		23
7G249 - CHAIN ASY-DRV 3/4		23
N808022		23
32 - SPARK PLUGS		22
7D403 - SEAL-REV CLUTCH PIST		22
ENFILT		22
N806322		22
7D064 - SHELL-TRANSMISSION I		21
29 - MOTORCRAFT BATTERY		20
9G444 - SENSOR ASY EXH GAS		20
1 - BATTERY ASY		19
5A231 - CLAMP-MUFFLER		19
7F225 - INTM CLTCH PSTN SEAL		19
7A130 - SUPPORT ASY-PLANETAR		18
7G199 - TUBE-RVRS CLUTCH		18
MISC - FOR REPAIRS NOT COVERED BY WARRANTY		18
XT5BM		18
	25	17
	168	17
26 - MOTORCRAFT BATTERY		17
5W20		17
7A360 - CYLINDER-FRONT CLUTC		17
7A548 - OIL SEAL-CLUTCH PSTN		17
7F248 - SEAL 3/4 SHFT ACM P		17
7G095 - SEAL-1/2 SFT ACM PST		17
7G282 - SUPT-OIL PUMP BOR RG SD SE		17
XT5QM		17
	182	16
	87034	16
12A650 - PROCESSOR ASSY		16
1679 - ELEM ASY-ENG A/CLNR		16
3 - MOTORCRAFT BATTERY		16
7F405 - BRG ASY FN DR GR RR		16
7G112 - BRG & RCE ASSY		16
7G273 - WSHR-DRVN SPROCKE		16
7H284 - CVR & SE ASY-TRANS CST SRVO		16
7L027 - MAGNET CASE CERAMIC		16
N804199		16

N808023		16
N808020		15
	3266	14
7C096 - WASHER-PRIMARY SUN G		14
7F369 - DIR CLUTCH CYL T/W		14
7H141 - SENSOR OIL TEMP		14
N808021		14
14S411 - KIT-WIRING PIGTAIL		13
4228 - WASHER-DIFF SIDE GR		13
7D404 - OIL SEAL-FT/RR CLUTC		13
7F222 - INTERM CLTCH SPRG AS		13
7G084 - TUBE-RR LUB OIL		13
7G274 - PSTON DRIVE SFT ACCU		13
7G287 - SPACER		13
7L282 - VEN-TRANS CSE		13
7V586 - KIT-TRANS AUTO OHL LES CL PLT		13
	11	12
22 - MOTORCRAFT BATTERY		12
6441 - NUT (FLYWHEEL TO CONVERT RETAINING)		12
7G177 - BRG & RC ASY-PNT		12
N620481		12
XT5DM		12
3B437 - SHAFT & JOINT FWD		11
4 - BATTERY ASY		11
7A166 - WASHER-REAR CLUTCH S		11
7C122 - SNAP RING OUTPUT SHA		11
7D006 - PLANET ASSY TRANS RE		11
7D095 - BAND-TRANS REVERSE		11
8287 - CLAMP ASY-RAD HOSE		11
DYE		11
N620482		11
	6	10
	1038	10
4215 - KIT-DIFF SHAFT PINIO		10
4236 - GEAR-DIFFERENTIAL SI		10
7F404 - BRG ASY FN DR GR FT		10
7G103 - WSHR-DIF CARRIER		10
7G115 - WSHR-DRVN SPRCK		10
7G463 - TUB-TRANS LOW CL OIL TRNSF FRT		10
8005 - RADIATOR ASY		10
N811076		10
W709551		10
XT5QMC		10
	255	9
3B436 - SHAFT & JOINT ASY		9
6375 - FLYWHEEL ASY		9
7C493 - SHAFT MANUAL CONTROL		9
9601 - ELEMENT ASY-AIR CLEA		9
N811686		9
W708841		9
1012 - WHEEL LUG NUT		8

10756 - BOLT-BATTERY CLAMP		8
3A713 - HOSE ASY P/S RETURN		8
400 - BATTERY ASY		8
4211 - SHAFT-DIFFERENTIAL P		8
4230 - WASHER-DIFF PINION S		8
7060 - SHAFT/BSHG ASY - OUT		8
7D027 - COVER-TRNS INT BAND		8
7F251 - ACCUMULATOR PISTON		8
7G247 - BRG ASY-DRN SPRCT		8
W705605		8
	30	7
	438	7
	835	7
5N076		7
7A153 - GEAR - OUTPUT SHAFT R		7
7E195 - BALL-COAST BSTR VLV		7
7F246 - PISTON 3/4 SHIFT ACL		7
7F341 - CYLINDER REV CLUTCH		7
7G085 - SL ASY-RR LUBE T		7
7H266		7
7H276 - SHAFT-TRANS NEUT & DRV SHFT ACCU		7
7H277 - SE-TRANS NEUT & DR ACUM CVR		7
7Z302 - SE-TRANS OIL FLTR		7
9F472 - SENSOR EXHAUST GAS		7
N811145		7
W701706		7
	67847	6
	391308	6
13466 - SMALL BULBS		6
5C148 - ABSORBER (BODY)		6
7A020 - INDICATOR-TRANSOIL L		6
7D430 - ANCHOR-INTER BAND ST		6
7G089 - CLR-OIL LEVEL		6
7G178 - BRG & RC ASY-SN GR		6
7G267 - SPRING 1/2 SFT ACM O		6
9737 - SPRING-ACC TO B/CRAN		6
K6700		6
W705589		6
	95874	5
19N619 - A/C FRESH AIR FILTER		5
3A130 - KIT-SPINDLE CON ROD		5
3F749 - COOLER-TRANS OIL & PWR STEERING		5
5C250 - GSKT-INLT-PIPE TO EX		5
5QM		5
6038 - INSULATOR-ENG FRONT		5
6701 - CRANKSHAFT REAR SEAL		5
7F235 - RET & SPRING ASSY		5
7G004 - COVER ASSY M C		5
7G283 - SEAL-OIL PUMP BOR		5
7H181 - FITTING SHIFT CABLE		5
N806340		5

N811125		5
	13	4
	56814	4
	378941	4
	388930	4
14526 - FUSE-ELECTRICAL CIRC		4
5LM12		4
6397 - DOWEL-CLUTCH TO FLYW		4
6723 - SEAL-OIL PAN REAR		4
6G004 - CYLINDER HEAD TEMPERATURE SENSOR		4
7035 - BDY-TRANS CSE VEN		4
7A194 - PAN ASY - TRANS OIL		4
7F284 - SPRING-1-2 SHIFT		4
7F337 - MN CNTL LV SHFT SEAL		4
7F451		4
7Z144 - SEAL TRANS "O" RING		4
9324 - DIESEL HOSE (BULK)		4
9A825 - ACTUATOR ASSY		4
9C915 - PURGE REGULATION VLV		4
9F955 - BUSHING THROTTLE CONTROL ROD		4
9H486 - GSKT INT MANF UPP		4
N605908		4
N804139		4
N807397		4
N808659		4
W500643		4
W623464		4
W713088		4
	9	3
	12	3
	116	3
	150	3
	167	3
	437	3
	486	3
	87061	3
11002 - STARTER MOTOR ASY		3
1602030 - PANEL-COWL TOP INNER		3
1602317 - RTNR W/SHIELD MLDG		3
19E889 - O RING - A/C COMP		3
31 - MOTORCRAFT BATTERY		3
3F823		3
5400155 - INSULATOR BODY BOLT		3
6731 - ELEMENT ASY OIL FILT		3
7E395 - CABLE ASY TRNS SHIFT		3
7F240 - DIR CLTCH OUTER BRT		3
7G087 - TUBE-SRVO APPLY		3
7G266 - SPRING 3/4 SHT ACM O		3
7H001 - SHLD ASY-TRANS HT		3
7H150 - ARMATURE SENSOR MOTOR ASY		3
7N243 - GROMET-OIL FILLER TU		3

7R081 - OIL PIPE ASY		3
8 - MOTORCRAFT BATTERY		3
9450 - GSKT-EXH MANIF/MFLR		3
N621940		3
N803200		3
N808161		3
QFCPART - QFC REPAIR PRICE		3
W706051		3
W712478		3
	19	2
	165	2
	231	2
	233	2
	795	2
	936	2
	385323	2
	389358	2
	392016	2
	705606	2
12029 - COIL ASY-IGNITION		2
1602010 - PANEL ASY-COWL TOP		2
17022A68 - GRL ASY CWL TOP VEN		2
17526 - ARM ASY W/SHIELD WIP		2
18472 - HOSE-HEATER WATER		2
3K745 - CLMP-PWR STNG GR HSG END		2
5C145 - FRAME ASSY		2
5F262 - INSULATOR-EXH HANGER		2
5W30		2
6051 - GASKET CYL HEAD		2
6065 - BOLT CYL HEAD		2
6379 - BOLT-FLYWHEEL TO CRA		2
6675 - PAN ASY OIL		2
6700 - OIL SEAL CYL FRT COV		2
6B288 - SENSOR ASY CAMSHAFT		2
6B321 - DMPR&PULLEY-C/S VIBR		2
6C038 - SHIELD MTR MT HEAT		2
7003 - TRANS ASY-LESS CNVTR		2
7341 - INSULATOR-SHIF SELEC		2
7A115 - LEVER ASY-MANUAL CON		2
7B093 - HOSE-TRNS OIL COOLER		2
7B328AA		2
7D021 - PISTON-FRONT SERVO		2
7D034 - BAND ASY TRANS INTER		2
7D070 - SPRING-PRK PAWL		2
7F201 - OVDV SERVO RTRN SPRG		2
7G284		2
7G353 - BRCKT ASY-TUBE SPT		2
7H003 - TUBE ASY TRANS OIL INLET		2
7Z484 - "O" RING TRANS SEAL		2
8286 - HOSE RADIATOR-LOWER		2
9431 - MANIFOLD ASY-EXHAUST		2

9439 - GASKET-INTAKE MANIFO		2
9448 - GSKT EXH MNFLD TO CY		2
9A758 - CABLE-ACC PEDAL TO C		2
9D476 - GASKET-EGR VALVE		2
CXT5DBM		2
ENFILTD		2
N606676		2
N800152		2
N800937		2
N801472		2
N802594		2
N802996		2
N803989		2
N804045		2
N804570		2
N804911		2
N808466		2
N808937		2
N811313		2
W701768		2
W707343		2
W708735		2
XT5		2
XT5Q		2
	5	1
	20	1
	81	1
	103	1
	112	1
	123	1
	338	1
	485	1
	518	1
	597	1
	776	1
	807	1
	820	1
	986	1
	1139	1
	1744	1
	2424	1
	5986	1
	6118	1
	7900	1
	19105	1
	33799	1
	35335	1
	44719	1
	55929	1
	56143	1
	58662	1

	300958	1
	354135	1
	375636	1
	388577	1
	388904	1
	390685	1
	390697	1
	390943	1
	391104	1
	391729	1
	391845	1
	800750	1
	1336799	1
08S439		1
1036 - DSC-RR WHL		1
10718 - CLAMP-BATTERY HOLD D		1
10D996 - SWITCH ASSY INSTR		1
10W40 - ENGINE OIL		1
1104 - HUB ASSY-FRONT		1
1107 - HUB BOLT		1
12A581 - WIRING ASSY EEC SENS		1
12A699 - KNOCK SENSOR		1
13N020 - RETAINER-HEADLAMP ADJ.		1
14417 - FUSE HOLDER		1
14474 - TERMINAL-WIRE SNAP-O		1
14489 - SLEEVE-WIRE CONNECTO		1
14A699 - WIRE ASY PWR SEAT		1
15K866 - MODULE - PARKING AID CONTROL		1
16020C34 - PLG-CWL VEN GRL		1
1602316 - RETAINER-COWL		1
1702030 - PNL-CWL TOP INR		1
17406A10 - LFT ASY LFT/GT		1
17406A11 - LIFT LUGGAGE DOOR		1
17A385 - BRKT FRT LICENSE PLT		1
19703 - COMPRESSOR-A/C		1
19835 - TUBE-DEHYD TO EVAPOR		1
19C836 - ACCUMULATOR/HOSE		1
19D850 - SUCTION/DISCHARGE AS		1
19D990 - ORIFICE-EXPANSION		1
19E525 - AIR DEFLCTR A/C CNDS		1
19G208		1
2005 - BOOSTER ASY-POWER BR		1
2042 - LINK BRAKE SHOE TO C		1
2078 - HOSE ASY-BRAKE		1
2140 - CYLINDER ASY-BRK MST		1
2149 - GASKET BRAKE LINE		1
2162 - CAP ASY MASTER CYL F		1
2365 - VALVE PWR BRK BSTR		1
27 - MOTORCRAFT BATTERY		1
3050 - KIT-FRT SUSP LWR SPDL SUPT		1
3079 - ARM ASY-FRONT SUSP L		1

3A005 - HOSE P/S RETURN	1
3A331 - BOOT-FRT WHL DRV O/BD JT	1
3A733 - PULLEY POWER STEERING PUMP	1
3B478 - BOOT CLAMP	1
3B676 - SHAFT STRG COLUMN	1
3D746 - COOLER ASSY P/S OIL	1
4022 - VENT AXLE HOUSI	1
4A209 - SHM-CPL/SHT SUPT PLT	1
4B416 - HSG PILOT BRG JNT SH	1
5400145 - SHIM-BODY MOUNT	1
5486 - KIT STABILIZER END R	1
5493 - INSULATOR STAB ASY	1
5630 - KIT-RR SPRING SHACKL	1
5713 - BAR & STUD ASY	1
5A364 - SUBFRAME MOUNT KIT	1
5F250 - CONVERTER & PIPE ASY	1
5F264 - SPRING EXH PIPE	1
5G209 - EXHAUST DAMPER	1
5LM1	1
5QMC	1
6007 - ENGINE ASSY	1
6009 - CYLINDER BLOCK	1
6020 - GASKET CYL TIMING GE	1
6584 - GASKET VALVE ROCKER	1
6626 - SCREEN OIL PUMP	1
67900F	1
6A008 - DOWEL-CYL HEAD TO CY	1
6C315 - SENSOR CRANK TIMING	1
6E078 - GASKET SET LOWER	1
6F050 - STRUT	1
6F055 - BRKT-ENG RLL RESTC TENS STRT	1
6N866 - TUBE ASY OIL COOLER	1
70 - MOTORCRAFT BATTERY	1
7007 - PLATE ASY-ENGINE REA	1
7052 - OIL SEAL-TRANS REAR	1
7A030 - INLET/OUTLET COOLER	1
7A031 - INLET/OUTLET COOLER	1
7A095 - COOLER-TRANS OIL	1
7A228 - TUBE ASSY-OIL FILLER	1
7A232 - ROD-PARK PAWL TORSIO	1
7A233 - GEAR-OUTPUT SHAFT PA	1
7A248 - OIL SEAL FRT OIL PUM	1
7A262AA	1
7A283 - OIL SEAL INPUT SHAFT	1
7A441 - PAWL PARK	1
7B164AA	1
7B442BA	1
7C391 - TRANS KIT	1
7C464 - CLIP (TRANS CNTRL SELECT LVR SPR	1
7D100 - GASKET-VALVE BODY SE	1
7D164 - HUB-TRANS OUTPUT SHA	1

7D397	1
7E332 - SPRG MANUAL VLV DETE	1
7F194 - PLATE TRANS SPG RET	1
7G101 - ABTMT-PRK PAWL	1
7G299 - SUPT&SPRG ASY-FW CLC	1
7G335 - SPT & SPRG ASY-R C	1
7G357 - PIN ASY TRANS GR SHFT LVR	1
7G383AB	1
7H275 - CVR-TRANS NEUT & DRV ACUM	1
7H285	1
7H291	1
7H303 - KIT TRANS THROT VLV	1
7L013 - PLUG DRAIN	1
7L256 - DMPR ASY-GEAR SH ROD	1
7L323 - SEAL-FRT PUMP SUPPRT	1
7M183 - SNS ASY-TRANS 0/D DRM SPD	1
7N049 - ROD-TRANS MAN CONTR VLV ACTU	1
7N291 - CLP-TRANS OIL COOL TUB	1
8255 - GASKET WATER OUTLET	1
8507 - GASKET WATER PUMP	1
8575 - THERMOSTAT	1
8C342 - RAD & COND ASY	1
9034 - PIPE ASY FUEL TANK	1
936RM	1
9430 - MANIFOLD ASY-EXHAUST	1
9661 - CAP ASY-AIR INTAKE T	1
9A424 - SEAL-INT MNFLD TO CY	1
9A425 - SEAL-INT MNFLD TO CY	1
9A589 - SPACER-THROTTLE BODY	1
9B989 - THROTTLE POSITION SE	1
9D475 - EGR VALVE ASY	1
9D477 - EGR TUBE	1
9F715 - VALVE-AIR BYPASS	1
9F792 - FUEL MANIFOLD ASY	1
9F924 - SWITCH SPD CNTRL	1
C2A - ANTI-FREEZE	1
E804595	1
E860332	1
ENGOIL	1
ENMOIL	1
G3	1
KEY - KEY BLANKS / PATS KEYS	1
LS6700	1
N601313	1
N605772	1
N605787	1
N605800	1
N605817	1
N605890	1
N605893	1
N605919	1

N605920	1
N606022	1
N606042	1
N606083	1
N620365	1
N620480	1
N620483	1
N620484	1
N621905	1
N621942	1
N621943	1
N623332	1
N801206	1
N801338	1
N801670	1
N801921	1
N802141	1
N802641	1
N802998	1
N803048	1
N803053	1
N803810	1
N803946	1
N804340	1
N804442	1
N804850	1
N805551	1
N805701	1
N806228	1
N806777	1
N806798	1
N806944	1
N807073	1
N807721	1
N807853	1
N808332	1
N808800	1
N808911	1
N811353	1
N811659	1
N811677	1
N811864	1
N811886	1
NUT	1
QDX	1
QM	1
RAV - REACQUIRED VEHICLE	1
S	1
S94	1
TAP1 - MISC	1
TRANS	1

W300016	1
W301640	1
W500034	1
W500213	1
W500727	1
W500752	1
W505246	1
W506035	1
W520103	1
W520112	1
W520203	1
W520204	1
W520823	1
W611645	1
W701267	1
W701569	1
W701686	1
W701855	1
W701987	1
W704881	1
W705047	1
W705581	1
W705845	1
W706640	1
W707188	1
W707336	1
W708739	1
W708770	1
W708990	1
W709176	1
W709395	1
W709528	1
W710015	1
W711373	1
W712806	1
W713882	1
W715091	1
WPSO	1
XT2QDX	1
Grand Total	53312

Trans #	Built	Miles
4F2P-BA-41016879	10/23/2003	2099
4F1P-CB-42162030	11/23/2003	50
4F1P-CB-42132876	10/1/2003	792
4F1P-FB-44311347	3/18/2004	0
4F1P-DB-44314176	3/29/2004	0
4F2P-BA-42214999	3/29/2004	2913
4F1P-EB-42115927	10/21/2003	1471
4F2P-BA-41035523	12/12/2003	446
4F1P-CB-41022975	10/10/2003	1355
4F1P-CB-42137390	10/9/2003	306
4F1P-CB-42142247	10/17/2003	833

4F50N Front Gearset Failures

Trans#:

CQUIS:

Reviewer:

Miles:

Model:

Subjective Observations:

Front Gearset

Ring
Planets
Sun

Key Bearings

T-12 Note T-12 Mating surface
R9 Bearing (inverted bearing on front carrier)
B9 Bushing (inside front sun)

Alignment-Related

TW#3 & TW#4 (plastic on driven sprocket)
R4 Bearing and B7 Bushing (in driven sprocket)
B4 Bushing (in OD drum)
Contact between front shell & reverse cylinder?
Contact between intermediate shell and front shell?
B11 Bushing (in rear carrier between front & rear)
Output Shaft:
B13 Bushing (in rear support)

Objective Analysis: (circle if complete & results attached or w/o number)

Gear Metallurgy
Front Support Tilt to Chaincover (CMM)
Front Shell -7G304- Runout of Spline B (w/ OD drum) to Datum A (R9 bearing)
OD Drum -7G207- Total Runout of Outer Dia to Datum B (B4 bushing dia)
Front Carrier T-12 mating diameter (laser scan?)
Front Carrier Pinion Shaft Hole Position (CMM)

Planetary Failures Undefined 2004 Model Year

Issues	July			August			Sept.			October			November			December			Jan			February			Mar		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3
Outsourcing Op. 10 & 20 Carrier- 2652 Pcs.					1	2	3	4																			
Op. 10 & 20 Carrier- hole drilled- 13,851 Pc.																											
Hole drilled only 5911 Pcs. In Oct, 1997 in March																											
Casting Hardness alert																											
Planetary Failures as of 3/17							3				9				13				4								0

March April May June July August Sept. Oct. Nov.

Insource front ring gear contour hardening



Resource casting to Namyang



Tighten casting hardness tolerance



Global FSA: 00013529 - FREESTAR TRANS CONCERN

VIN Group(s)

ROI	Country	Vehicle	2004 MY	2005 MY	2006 MY	2007 MY	Total
AP - CORE MARKETS	INDONESIA	FREESTAR	0	0	0	1	1
AP - CORE MARKETS	TAIWAN	FREESTAR	0	0	180	80	260
FORD - NORTH AMERICA	CANADA	FREESTAR	20690	15714	11579	4453	52436
FORD - NORTH AMERICA	MEXICO	FREESTAR	4813	5033	3153	1648	14647
FORD - NORTH AMERICA	UNITED STATES	FREESTAR	105035	72408	50996	18532	246971
WDMO - CCA	BAHAMAS	FREESTAR	5	0	10	0	15
WDMO - CCA	CAYMAN ISLANDS	FREESTAR	2	0	0	0	2
WDMO - CCA	DOMINICAN REPUBLIC	FREESTAR	1	2	0	0	3
WDMO - CCA	GUATEMALA	FREESTAR	1	0	0	0	1
WDMO - CCA	NETHERLANDS ANTILLIES	FREESTAR	2	1	0	0	3
WDMO - CCA	PANAMA	FREESTAR	25	23	10	0	58
WDMO - CCA	TURKS & CAICOS ISLANDS	FREESTAR	0	0	0	1	1
WDMO - FME	BAHRAIN	FREESTAR	20	15	6	0	41
WDMO - FME	KUWAIT	FREESTAR	69	54	24	0	147
WDMO - FME	LEBANON	FREESTAR	0	1	0	0	1
WDMO - FME	QATAR	FREESTAR	10	75	0	275	360
WDMO - FME	SAUDI ARABIA	FREESTAR	154	225	443	1	823
WDMO - FME	UNITED ARAB EMIRATES	FREESTAR	18	24	1	0	43
WDMO - US FED SAFETY ACT	AMERICAN SAMOA	FREESTAR	0	2	0	0	2
WDMO - US FED SAFETY ACT	GUAM	FREESTAR	3	2	5	5	15
WDMO - US FED SAFETY ACT	PUERTO RICO	FREESTAR	696	352	199	76	1323
WDMO - US FED SAFETY ACT	VIRGIN ISLANDS (US	FREESTAR	2	10	12	8	32
SubTotal			131546	93941	66618	25080	317185
FORD - NORTH AMERICA		CANADA	3	1	0	0	4
FORD - NORTH AMERICA		MEXICO	0	1	0	0	1
FORD - NORTH AMERICA		UNITED STATES	20649	6703	4027	1557	32936
WDMO - FME		SAUDI ARABIA	0	0	200	329	529
WDMO - FME		UNITED ARAB EMIRATES	0	0	1	0	1
WDMO - US FED SAFETY ACT		NORTHERN MARIANA ISLANDS	1	0	0	0	1
WDMO - US FED SAFETY ACT		PUERTO RICO	34	6	0	0	40
SubTotal			20687	6711	4228	1886	33512
Grand Total			152233	100652	70846	26966	350697

From Blank

From: Placha, Diana (D.B.)
Sent: Tuesday, November 16, 2010 9:40 AM
To: Plasencia, David (D.B.)

Yeah I know what you meant ... just wanted to make you sweat ...

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Plasencia, David (D.B.)
Sent: Tuesday, November 16, 2010 9:37 AM
To: Placha, Diana (D.B.)
Subject: RE: 4F50N Pump Insert Spline Data

No thats not what I was trying to get at. I was agreeing with you stripped to me means verified 100% gone, versus wear. Its not that easy to tell partial wear by just a visual. Sorry maybe I didn't state it right....So our verification process is visual and then torque test on the ones they think are good is that right? I haven't seen the actual wording in a while...

David B. Plasencia
Supervisor
RWD Torque Converters and Flexplates
Email - dplasenc@ford.com
Text [3138059360@vtext.com](tel:3138059360@vtext.com)

From: Placha, Diana (D.B.)
Sent: Tuesday, November 16, 2010 9:00 AM
To: Plasencia, David (D.B.)
Subject: RE: 4F50N Pump Insert Spline Data

I don't think they ran parts across the torque test that initially failed the visual. I also don't think any parts failed the torque test. Just wanted to see if any parts failed the torque test after passing the visual and that's why I asked the question.

Sorry for asking what you thought was a stupid question.

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering

4F50N Pump Insert Spline Data

☎ (313) 805-9359

Email: DPLACHA@ford.comText Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Plasencia, David (D.B.)
Sent: Tuesday, November 16, 2010 8:39 AM
To: Placha, Diana (D.B.)
Subject: RE: 4F50N Pump Insert Spline Data

I think they were doing a torque test along with the visual, no? The torque test would validate the stripped condition...

David B. Plasencia
Supervisor
RWD Torque Converters and Flexplates
Email - dplasenc@ford.com
Text [3138059360@vtext.com](tel:3138059360@vtext.com)

From: Placha, Diana (D.B.)
Sent: Tuesday, November 16, 2010 8:30 AM
To: 'bradboucher@almaproducts.com'
Cc: Britton, Eric (E.J.); Walega, Ken (K.G.); Plasencia, David (D.B.)
Subject: RE: 4F50N Pump Insert Spline Data

Brad ... Can you please respond to Eric's question below? On your attached excel spreadsheet, does "stripped" mean 100% of the teeth were worn or does it also consist of parts that had partial tooth wear?

Also, does this list consist of parts that failed the visual inspection, the torque test or both?

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.comText Page: [3138059359@vtext.com](tel:3138059359@vtext.com)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Tuesday, November 16, 2010 8:21 AM
To: Walega, Ken (K.G.); Placha, Diana (D.B.); Plasencia, David (D.B.)
Subject: FW: 4F50N Pump Insert Spline Data

1/10/2011

EA09-016 000121

I know it's been a long time. Regarding this audit, does "stripped" mean all the teeth were gone or that the covers didn't pass the visual inspection?

Eric

From: Walega, Ken (K.G.)
Sent: Friday, August 28, 2009 7:29 AM
To: Britton, Eric (E.J.); Plasencia, David (D.B.); Placha, Diana (D.B.)
Cc: Walega, Ken (K.G.)
Subject: FW: 4F50N Pump Insert Spline Data

[Info on 4F50N torque converter returns](#)

From: Brad Boucher [mailto:bradboucher@almaproducts.com]
Sent: Thursday, August 27, 2009 10:24 PM
To: Placha, Diana (D.B.); Walega, Ken (K.G.)
Cc: 'Vickie Krantz (E-mail)'
Subject: 4F50N Pump Insert Spline Data

Ken & Diana – Attached is some data from incoming 4F50N cores on good vs stripped pump drive insert splines. The numbers found with stripped splines are quite high overall and consistent from 2003-2005. My experience with this has been that the 2003 level cores were much worse than later model years. However this data doesn't really suggest that. This is data off all the cores we have in house. We will continue to check splines on future incoming cores and send you updates to this file. None of the units inspected were Alma reman returns.

<<...>>

Regards,

Brad Boucher

Alma Products Company

989-462-9824

Subject: Updated: Torque Converter Repair Costs
Location: Audio x13673, 95561667# / Webex

Start: Tue 7/27/2010 11:30 AM
End: Tue 7/27/2010 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Required Attendees: Horbal, Colin (C.P.); Krishnaswami, Ram (R-TDE.); Walega, Ken (K.G.); Tyahla, Mark (M.A.); Plasencia, David (D.B.); Campau, Patrick (P.J.); Jones, Jennifer (J.O.); Britton, Eric (E.J.); Krivtsov, Vasily (V.)

Importance: High
OISaved:
WebExOI:
WebExOIAAttendee: 67935ad6df573d0a5b211e777b52135727090e1a0f4209311d1a125a5f025956465d5f0e574d5a2809144f0d331624121c65073a145e050219023c0d00171c09185413106c601d2a242659395f02313c035a5f40241d1824010929126d6717095210570f53455849797c7b276c0d5e06091452024b190b1d055f53040d12000f06071a5358493d57122a4b7d71130c163309092312232248

WebExOIHost:

Based on discussions Friday with the team and separately with Eric, I have changed the agenda for this meeting and it is now optional for Ram.

In this meeting, we will review together (Eric to show on Webex) the inputs and calculations that make up the current estimates for this set of repairs.

After reviewing current state, we will:

- 1) Provide Eric with any new developments and their confidence level so he can identify the magnitude of the opportunity
- 2) Discuss with Vasily - we need him to review the failure rates, etc. and confirm or re-establish the affected population portion of the calculation
- 3) discuss next steps, including any further ideas/investigations that should be taken

Thanks!

All,

Barb asked about status of this assignment in yesterday's PDQR.

She is looking for a reasonably complete analysis by the 1st week of August, which we'll have to run thru Kim before submitting.

I know you have a working level meeting this Friday - Ram and I would like to see where you are at and where any help might be needed.

Thanks!

Colin Horbal invites you to a meeting. This meeting is an audio and web conference.

Meeting Number: 719 575 957

Meeting Password: This meeting does not require a password.

To join this meeting

1. At the meeting's starting time, either click the following link or copy and paste it into your Web browser:

Participants with a Ford CDS ID: https://webexsso.ford.com/webex_join.aspx?MK=719575957

Participants that do not have a Ford CDS ID: <https://ford.webex.com/ford/j.php?J=719575957>

2. If prompted, enter your name, email address and the meeting password provided above.
3. Click "Join Now".
4. If the meeting includes a teleconference, follow the instructions that automatically appear on your screen.

Alternatively, you can go to <https://ford.webex.com>, enter the meeting number 719 575 957, click "Join Now" and follow steps 2 through 4 above.

WebEx will automatically setup Meeting Manager for Windows the first time you join a meeting, which may take up to 5 minutes. To save time, you can setup anytime prior to the meeting by clicking this link:
<https://ford.webex.com/ford/meetingcenter/mcsetup.php>

To join the teleconference

None

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, do not join the session.

YC8Ø14 FIXTURE SKETCH

NOTE

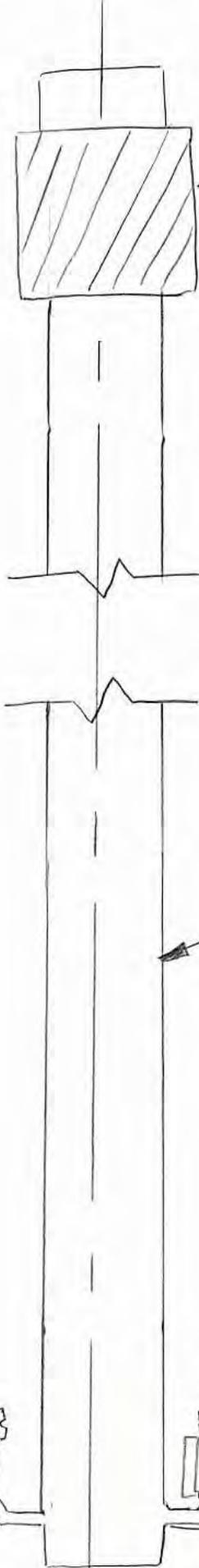
DROP HEIGHT
& WEIGHT RANGES
NEED TO BE
ESTABLISHED

- NEED TRIPLE PACK WEIGHT
- NEED ASSUMED WORST DROP HEIGHTS

R. ADAMS K1
11/4/2004

SIMULATED
ZFIP-76219-AA
CARRIER
(SECTION VIEW
LIKE PRINT)

BED PLATE



- SUN GEAR
W/ BUSHING
- PILOTS OVER
SHAFT
- GEAR WEIGHTED
TO TEST
- DROP HEIGHTS,
WEIGHT TEST
VARIABLES
- NEED ROBUST
RELEASE MECHANISM
- F4DP-76231-AA
GEAR
(ASY W/ BUSHING
F5DP-76304-AA)

SHAFT OR TUBE
(PILOT FOR SUN
GEAR DROP)
Ø36.76 REF

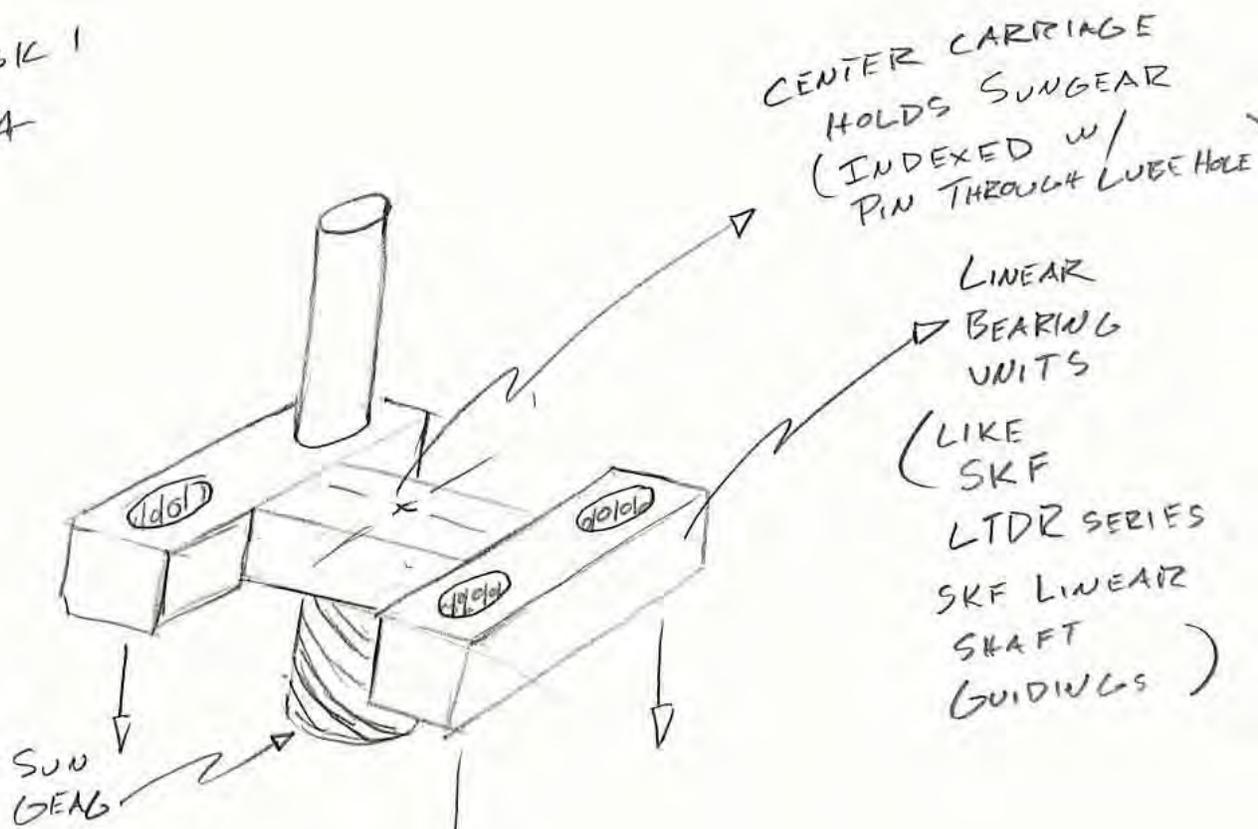
SIMULATED
F4DP-76221-AA
SHAFT W/
RETAINING PIN
FOR FIXTURE

PINION, BEARING
& TW TEST
PARTS
(SEE 76218 PRINT
FOR PART #'S)

Part	Use In YC8014
F5DP-7G304-AA	The front sun will be dropped onto the pinion(s) -7G222-. We need to determine best method-- as part of assembly
F4DP-7G231-AA	or alone. Key issue is that we may be weighting the part.
2F1P-7G218-AA	Print contains other relevant part numbers to design of a possible fixture
2F1P-7G219-AA	Proposal is to possibly mock-up a carrier as part of the fixture.

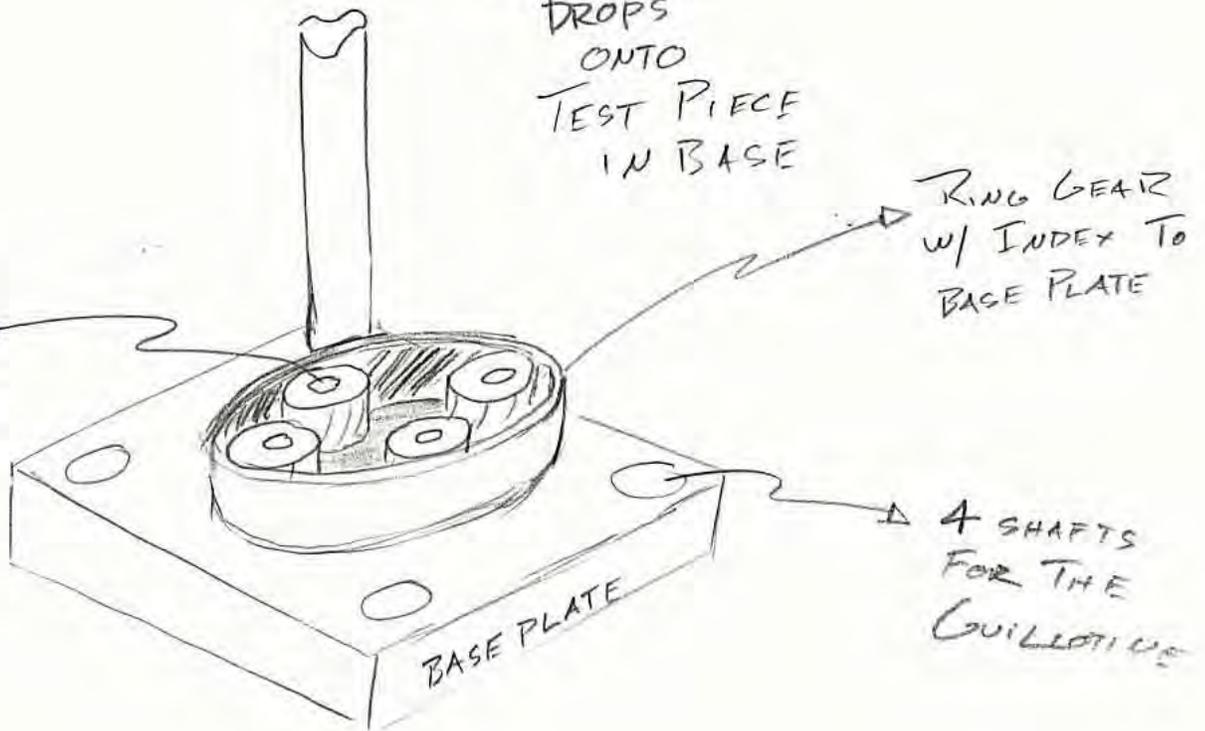
Description
Front Sun Gear
Front Sun/Shell Assembly
Front Planet Assembly
Front Planet Carrier

R. ADAMSK I
11/9/04



GUILLOTINE
CARRIAGE
DROPS
ONTO
TEST PIECE
IN BASE

PINIONS
INSTALLED
ON POSTS
& RETAINED
TED
(COTTER
PIN?)



From: Britton, Eric (E.J.)
Sent: Thursday, February 18, 2010 4:53 PM
To: Culkin, Thomas (T.); 'bgreif@rmpparts.com'
Subject: FW: 2004 Ford Transmission Failure

Signed By: There are problems with the signature. Click the signature button for details.

Bill, this trans is headed your way. Please set it aside until we can give you further instructions.

Tom, this trans core is going to be picked up by the Powertrain Distributor in Peshawken, NJ. Bill Greif is the manager. It should be set aside until we can determine if it will be needed to support the NHTSA investigation.

Eric Britton

Government Investigations

Tel. 313-323-2966

Fax: 313-594-2268

From: Lilly, Ken (K.A.)
Sent: Monday, January 25, 2010 10:39 AM
To: Britton, Eric (E.J.)
Cc: Hull, Michelle (M.K.)
Subject: FW: 2004 Ford Transmission Failure

Eric,
Please let Michelle know if you are interested in looking at the attached vehicle.

Ken Lilly
Automotive Safety Office
Supervisor - Internal Investigations
Fairlane Plaza South, Suite 500
330 Town Center Drive
Dearborn, MI 48126-2738
* Phone (313) 39-07699; * Fax (313) 59-40723
* Email: <mailto:klilly@ford.com>

PRIVILEGED AND CONFIDENTIAL

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

From: Hull, Michelle (M.K.)
Sent: Monday, January 25, 2010 10:35 AM
To: Lilly, Ken (K.A.)
Cc: Taylor, Alma (A.)
Subject: FW: 2004 Ford Transmission Failure

PRIVILEGED & CONFIDENTIAL

1/7/2011

EA09-016 000128

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

Ken,

I know ASO is reviewing a transmission issue with the Freestar transmission. Is this one you may want to have looked at? It's currently at the dealership so we may be able to have an FSE inspect it or possible a DAE but that could be a while. Let me know. Thanks

From: Banciu, Jody (J.C.)
Sent: Monday, January 25, 2010 8:34 AM
To: Hull, Michelle (M.K.)
Subject: FW: 2004 Ford Transmission Failure

PRIVILEGED AND CONFIDENTIAL

This e-mail may contain privileged communications.

If you have received it in error, please delete it immediately.

And, please notify the sender.

Wanted to make sure you got this.

Jody C. Banciu
Manager
Office of the General Counsel
Ford Motor Company
The American Road - Suite 402-A4
313-390-4212
313-845-5668 - fax
jbanciu@ford.com

From: Merchak, Kathleen (K.M.)
Sent: Friday, January 22, 2010 5:01 PM
To: 'Martin Karo'
Subject: RE: 2004 Ford Transmission Failure

Martin-

Thank you for your note -- I forwarded your email to our customer handling team as my area is specifically "on-board diagnostics" and my team would have no need for the transmission.

I will follow up and get back to you on Monday. Thanks for your note and say hello to Jack for me.

Kathleen Merchak
Chief Engineer,

1/7/2011

EA09-016 000129

Diagnostics & Service Products
FCSD- Service Engineering Operations
kmerchak@ford.com PH(313) 390-8958
Admin Asst- Jill Forella -jforella

From: Martin Karo [mailto:martin.karo@verizon.net]
Sent: Friday, January 22, 2010 4:52 PM
To: Merchak, Kathleen (K.M.)
Subject: RE: 2004 Ford Transmission Failure

Kathy, following up my earlier e-mail, the dealer did a teardown and analysis: stripped output shaft splines. I went over to the dealership, where I took the 2004 Freestar for repair. The mechanic showed me the stripped splines, and how the output shaft spun freely inside the torque converter (instead of engaging, as it was supposed to) due to the stripped splines.

They have the transmission, and you can inspect it if you want to or request parts from it. However, they are pressing me to release the broken transmission, so they can send it back for the core refund. So please let me know promptly if Ford wants anything off of it. The dealership is McCafferty Ford, 1939 Lincoln Highway, Langhorne, PA, telephone 215-945-8000. The service manager is Gerry Young.

Best regards, Martin Karo

From: Martin Karo [mailto:martin.karo@verizon.net]
Sent: Thursday, January 21, 2010 2:26 PM
To: 'kmerchak@ford.com'
Subject: 2004 Ford Transmission Failure

Kathy, my name's Martin Karo. Jack Pitluk, a good friend and co-worker of mine, suggested I drop you a line regarding my 2004 Ford Freestar's transmission. The VIN is 2FMDA51654BA87053.

Briefly, on December 9, 2009, I was driving on the Outerbridge Crossing, a narrow highway bridge between New Jersey and Staten Island with two lanes in each direction and no shoulder. The vehicle had never had a hint of transmission trouble before. The vehicle's engine RPM suddenly surged while the forward momentum lagged; the engine continued to run fine, but the transmission no longer provided any forward power. The vehicle slowed rapidly due to the upward grade of the bridge, and there was no shoulder to pull off onto, with traffic bearing down at 60+ MPH. This situation then caused a four-car accident; nobody in my Freestar was hurt, and my vehicle was not badly damaged (rear bumper only), but the car behind mine was a total loss, and the occupants taken to the hospital. The vehicle is at my Ford dealer, McCafferty Ford, as I write this.

I'm aware of the NHTSA investigation, number EA09-016, although as I understand it from my conversation with the dealer, Ford has nothing open for reimbursements pending the investigation. However, the failure seems to be in exactly the mode being investigated.

Jack suggested offering Ford the transmission for engineering team review, and I think that's an excellent idea; it's certainly fine with me. If I can be helpful in that or any other way, please let me know.

Best regards, Martin Karo

From: Britton, Eric (E.J.)
Sent: Wednesday, January 27, 2010 3:18 PM
To: Placha, Diana (D.B.); Walega, Ken (K.G.)
Subject: RE: 2004 Ford Transmission Failure
Thanks Diana, I really didn't want that in my office.

Eric Britton
Government Investigations
Tel. 313-323-2966
Fax: 313-594-2268

From: Placha, Diana (D.B.)
Sent: Wednesday, January 27, 2010 3:17 PM
To: Britton, Eric (E.J.); Walega, Ken (K.G.)
Subject: RE: 2004 Ford Transmission Failure

Please ship to the following address ...

Diana Placha
Ford Motor Company
ATNPC
35500 Plymouth Road
Livonia, MI 48150

Diana B. Placha

FORD MOTOR COMPANY
Torque Converter Engineering

☎ (313) 805-9359

Email: DPLACHA@ford.com

Text Page: [3138059359@vtext.com](tel:3138059359)

The information contained herein is **FORD PROPRIETARY** information and may include **FORD CONFIDENTIAL** information as defined in Ford's Global Information Standard II. Reproduction of this document, disclosure of the information, and use for any purpose other than the conduct of business with Ford is expressly prohibited.

From: Britton, Eric (E.J.)
Sent: Wednesday, January 27, 2010 3:07 PM
To: Walega, Ken (K.G.); Placha, Diana (D.B.)
Subject: FW: 2004 Ford Transmission Failure

I would like to have this trans shipped to Livonia, can you provide a shipping address please.

Eric Britton
Government Investigations
Tel. 313-323-2966

1/10/2011

EA09-016 000131

Fax: 313-594-2268

From: Taylor, Alma (A.)
Sent: Wednesday, January 27, 2010 2:09 PM
To: Britton, Eric (E.J.)
Subject: FW: 2004 Ford Transmission Failure

Hello Eric,

I need the address to where the trans needs to be shipped. Thanks

Alma Taylor

Legal Analyst
Office of the General Counsel

Phone: 313 317-1862
Fax: 888 683-9898

PRIVILEGED AND CONFIDENTIAL

This email contains privileged and confidential communications.

If you received it in error, please delete it immediately and notify the sender.

From: Hull, Michelle (M.K.)
Sent: Monday, January 25, 2010 1:13 PM
To: Taylor, Alma (A.)
Subject: FW: 2004 Ford Transmission Failure

PRIVILEGED & CONFIDENTIAL

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

This Eric

From: Lilly, Ken (K.A.)
Sent: Monday, January 25, 2010 10:39 AM
To: Britton, Eric (E.J.)
Cc: Hull, Michelle (M.K.)
Subject: FW: 2004 Ford Transmission Failure

1/10/2011

EA09-016 000132

Eric,
Please let Michelle know if you are interested in looking at the attached vehicle.

Ken Lilly
Automotive Safety Office
Supervisor - Internal Investigations
Fairlane Plaza South, Suite 500
330 Town Center Drive
Dearborn, MI 48126-2738
* Phone (313) 39-07699; * Fax (313) 59-40723
* Email: <mailto:klilly@ford.com>

PRIVILEGED AND CONFIDENTIAL

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

From: Hull, Michelle (M.K.)
Sent: Monday, January 25, 2010 10:35 AM
To: Lilly, Ken (K.A.)
Cc: Taylor, Alma (A.)
Subject: FW: 2004 Ford Transmission Failure

PRIVILEGED & CONFIDENTIAL

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

Ken,

I know ASO is reviewing a transmission issue with the Freestar transmission. Is this one you may want to have looked at? It's currently at the dealership so we may be able to have an FSE inspect it or possible a DAE but that could be a while. Let me know. Thanks

From: Banciu, Jody (J.C.)
Sent: Monday, January 25, 2010 8:34 AM
To: Hull, Michelle (M.K.)
Subject: FW: 2004 Ford Transmission Failure

PRIVILEGED AND CONFIDENTIAL

This e-mail may contain privileged communications.

If you have received it in error, please delete it immediately.

And, please notify the sender.

Wanted to make sure you got this.

Jody C. Banciu

Manager
Office of the General Counsel
Ford Motor Company
The American Road - Suite 402-A4
313-390-4212
313-845-5668 - fax
jbanciu@ford.com

From: Merchak, Kathleen (K.M.)
Sent: Friday, January 22, 2010 5:01 PM
To: 'Martin Karo'
Subject: RE: 2004 Ford Transmission Failure

Martin-
Thank you for your note -- I forwarded your email to our customer handling team as my area is specifically "on-board diagnostics" and my team would have no need for the transmission.

I will follow up and get back to you on Monday. Thanks for your note and say hello to Jack for me.

Kathleen Merchak

Chief Engineer,
Diagnostics & Service Products
FCSD- Service Engineering Operations
kmerchak@ford.com PH(313) 390-8958
Admin Asst- Jill Forella -jforella

From: Martin Karo [mailto:martin.karo@verizon.net]
Sent: Friday, January 22, 2010 4:52 PM
To: Merchak, Kathleen (K.M.)
Subject: RE: 2004 Ford Transmission Failure

Kathy, following up my earlier e-mail, the dealer did a teardown and analysis: stripped output shaft splines. I went over to the dealership, where I took the 2004 Freestar for repair. The mechanic showed me the stripped splines, and how the output shaft spun freely inside the torque converter (instead of engaging, as it was supposed to) due to the stripped splines.

They have the transmission, and you can inspect it if you want to or request parts from it. However, they are pressing me to release the broken transmission, so they can send it back for the core refund. So please let me know promptly if Ford wants anything off of it. The dealership is McCafferty Ford, 1939 Lincoln Highway, Langhorne, PA, telephone 215-945-8000. The service manager is Gerry Young.

Best regards, Martin Karo

From: Martin Karo [mailto:martin.karo@verizon.net]
Sent: Thursday, January 21, 2010 2:26 PM
To: 'kmerchak@ford.com'
Subject: 2004 Ford Transmission Failure

1/10/2011

EA09-016 000134

Kathy, my name's Martin Karo. Jack Pitluk, a good friend and co-worker of mine, suggested I drop you a line regarding my 2004 Ford Freestar's transmission. The VIN is 2FMDA51654BA87053.

Briefly, on December 9, 2009, I was driving on the Outerbridge Crossing, a narrow highway bridge between New Jersey and Staten Island with two lanes in each direction and no shoulder. The vehicle had never had a hint of transmission trouble before. The vehicle's engine RPM suddenly surged while the forward momentum lagged; the engine continued to run fine, but the transmission no longer provided any forward power. The vehicle slowed rapidly due to the upward grade of the bridge, and there was no shoulder to pull off onto, with traffic bearing down at 60+ MPH. This situation then caused a four-car accident; nobody in my Freestar was hurt, and my vehicle was not badly damaged (rear bumper only), but the car behind mine was a total loss, and the occupants taken to the hospital. The vehicle is at my Ford dealer, McCafferty Ford, as I write this.

I'm aware of the NHTSA investigation, number EA09-016, although as I understand it from my conversation with the dealer, Ford has nothing open for reimbursements pending the investigation. However, the failure seems to be in exactly the mode being investigated.

Jack suggested offering Ford the transmission for engineering team review, and I think that's an excellent idea; it's certainly fine with me. If I can be helpful in that or any other way, please let me know.

Best regards, Martin Karo

EA09-016

FORD

1-17-2011

Appendix I1 - Part Change
Log Torque Converter

Part Change Log - Torque Converter

Part Name	A	B	C	D		E		F		G	H
	Date Incorporated Into Vehicle Production	Description of Change	Reasons for Change	Original		Modified		Disposition of Original Parts		New Component Service Part Availability Date	New Component Interchangeable With Old (Y/N - Intended versus Possible)
				Ford Engineering Part Number	Ford Service Part Number	Ford Engineering Part Number	Ford Service Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
2004 MY 3.9L Freestar/Monterey Torque Converter	11/24/2003	Process change - revised hardness and metallurgy inspection of oil pump drive splines	Worn splines identified on field returns	3F2P-7902-BG	3F2Z-7902-BCRM	3F2P-7902-BG	3F2Z-7902-BCRM	Inspect sectioned samples from each batch	11/24/2003	11/24/2003	Y
2004 MY 4.2L Freestar/Monterey Torque Converter	11/24/2003	Process change - revised hardness and metallurgy inspection of oil pump drive splines	Worn splines identified on field returns	3F2P-7902-AH	3F2Z-7902-ACRM	3F2P-7902-AH	3F2Z-7902-ACRM	Inspect sectioned samples from each batch	11/24/2003	11/24/2003	Y

EA09-016

FORD

1-17-2011

Appendix I2 - Part Change
Log Transmission

Part Change Log - Transmission

Part Name	A Date Incorporated Into Vehicle Production	B Description of Change	C Reasons for Change	D		E		F		G New Component Service Part Availability Date	H New Component Interchangeable With Old (Y/N - Intended versus Possible)
				Original		Modified		Disposition of Original Parts			
				Ford Engineering Part Number	Ford Service Part Number	Ford Engineering Part Number	Ford Service Part Number	Withdrawn from Ford Production Inventory (Scrap/ Consume/ Rework)	Effective Date		
Low/ Intermediate Piston	10/15/2004 (@ Van Dyke Plant)	Changed to HSLA steel	Field returns with bent pistons	F4DP-7H290-BA	F4DZ-7H290-BA	no change	no change	Scrap	10/15/2004	n/a	Y
Low/ Intermediate Piston	Approx. 12/3/2004 (@ Van Dyke Plant)	New steel supplier	Previous supplier was short-term alternative before permanent supplier started production	F4DP-7H290-BA	F4DZ-7H290-BA	no change	no change	Consume	Approx. 12/3/2004	n/a	Y
Low/ Intermediate Piston	Approx. 5/1/2005 (@ Van Dyke Plant)	New steel supplier	Previous suppliers were short-term alternative before permanent supplier started production	F4DP-7H290-BA	F4DZ-7H290-BA	no change	no change	Consume	Approx. 5/1/2005	n/a	Y
Front Planetary Gears	April 2004 (@ Van Dyke Plant)	Process improvements to reduce gear tooth chipping/nicking during gear manufacturing	Field returns with broken gears	F4DP-7G222-BA	2F1Z-7A398-AA	no change	no change	Consume	April 2004	n/a	Y
4F50N Transmission Assembly	7/29/2004 (@ Van Dyke Plant)	Process improvements to reduce gear tooth chipping/nicking during transmission assembly	Field returns with broken gears	5F2P-7000-AA, AB, AC, BA, BB, BC	5F2Z-7000-AA, AB, AC, BA, BB, BC	no change	no change	Consume	April 2004	n/a	Y
4F50N Transmission Assembly	12/20/2004 (@ Van Dyke Plant)	Process improvements to detect chipped gear teeth at transmission final test	Field returns with broken gears	5F2P-7000-AA, AB, AC, BA, BB, BC	5F2Z-7000-AA, AB, AC, BA, BB, BC	no change	no change	Consume	April 2004	n/a	Y
Front Planet Carrier	2/5/2005 (@ Van Dyke Plant)	Process improvements to improve machining quality	Field returns with broken gears	2F1P-7G219-AA	2F1Z-7A398-AA	no change	no change	Consume	April 2004	n/a	Y

EA09-016

FORD

1-17-2011

Appendix J - Part Sales

2004 Model Year

<u>8-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 AARM	3F2P 7902 AD	CONVERTER ASY(04 REMAN4.2L)

SOURCE:**A224A ALMA PRODUCTS CO****SALES:**

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	0
2010	0
2009	0
2008	0
2007	0
2006	0
2005	0
2004	4

<u>9-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 ABRM	3F2P 7902 AG	CONVERTER ASY(04 REMAN4.2L)

SOURCE:**A224A ALMA PRODUCTS CO****SALES:**

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	0
2010	0
2009	0
2008	0
2007	0
2006	0
2005	18
2004	36

<u>10-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BARM	3F2P 7902 BA	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	0
2010	0
2009	0
2008	0
2007	0
2006	0
2005	0
2004	0

<u>11-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BBRM	3F2P 7902 BF	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	0
2010	0
2009	0
2008	0
2007	0
2006	0
2005	0
2004	29

<u>12-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 ACRM	3F2P 7902 AH	CONVERTER ASY(04 REMAN 4.2L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	10
2010	823
2009	1313
2008	1518
2007	1421
2006	885
2005	378
2004	9

<u>13-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
3F2Z 7902 BCRM	3F2P 7902 BG	CONVERTER ASY(04 REMAN 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	9
2010	466
2009	655
2008	768
2007	597
2006	367
2005	205
2004	84

2004 **Model Year:**

<u>5-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
5F2Z 7902 AA	5F2P 7902 AD	CONVERTER ASY(05 4.2L)

SOURCE:A224A ALMA PRODUCTS CO**SALES:**

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	9
2010	1033
2009	1193
2008	1028
2007	712
2006	234
2005	79
2004	5

<u>6-SERVICE</u>	<u>ENGINEERING</u>	<u>DESCRIPTION</u>
5F2Z 7902 BA	5F2P 7902 BC	CONVERTER ASY(05 3.9L)

SOURCE:A224A ALMA PRODUCTS CO**SALES:**

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	0
2010	0
2009	0
2008	344
2007	349
2006	160
2005	85

7-SERVICE ENGINEERING DESCRIPTION

5F2P 7902 BC CONVERTER ASY(REMAN 2005 3.9L)

SOURCE:A224A ALMA PRODUCTS COSALES:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	3
2010	675
2009	679
2008	621
2007	349
2006	160
2005	85

SERVICE PART: 2F2Z- 7B328-AA___ SHAFT - OIL PUMP DRIVE
ENGINEERING PART: 2F2P 7R190 AA_____

Source:

A640C AMERICAN AIKOKU ALPHA INC

Sales:

<u>YEAR</u>	<u>Quantity</u>
----	-----
2011	32
2010	2977
2009	4319
2008	5009
2007	5226
2006	4719
2005	3890
2004	4059
2003	8056

EA09-016

FORD

1-17-2011

Appendix K - Supplier
Contacts

Supplier Contact Information

Torque Converter

Exedy- Dynax America Corporation
2121 Holston Bend Drive
Mascot, TN 37806

Matt Dillon - Director of Sales and Marketing 734-397-6562

Remanufactured Torque Converter

Alma Products
2000 Michigan Ave
Alma, MI 48801

Brad Boucher – Quality/Engineering Manager 989-463-1151

Pump Drive Shaft

American Aikoku Alpha, Inc.
520 Lake Cook Road, Suite 180
Deerfield, Illinois 60015, USA

American Aikoku Alpha, Inc.
888 AEC Drive
Wood Dale, Illinois 60191, USA

Seiji Kamei [s-kamei@aikoku.com]
Manager of Sales / Engineering
847-948-7290 telephone
847-948-1345 facsimile

EA09-016

FORD

1-17-2011

Appendix L - Labor Time
Standards



Operation Description	Operation Number	Time	
DIAGNOSTIC OPERATIONS			
<p>Automatic Transmission - External Oil Leaks (7000) -Diagnosis  </p> <p>Requires use of Rotunda Black Light Oil Leak Detector (112-00021) or an equivalent Black Light Tester. Includes time to tighten loose bolts, nuts or fittings.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <hr/> <p style="text-align: right;">AUTO TRANS</p>	7000E	0.6	
<p>Automatic Transmission Electronic Diagnosis (7000) - Diagnosis  </p> <p>Includes time to perform EEC - Diagnosis (Quick Test) first. Where applicable the use of Rotunda Electronic Transmission Testers 007-00085 and EC-AT 007-00037 was used. Includes time to hook up/disconnect test equipment, road test, check shift points, and time to perform mechanical hydraulic pressure test as required. Includes time to repeat Final Quick Test. For component replacement not offered as a Combination below, use Operations 7191A and 7396A. May not be used with Operation 12650D, but may be used with 12650D component replacement Combinations.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.</p> <p>When claiming 7000F: Do not use with; 12650D80, 12650D81, 12650D82, 12650D*X1, 7247A.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p> <hr/> <p style="text-align: right;">AUTO TRANS</p>	7000F	1.3	
Not to be used with external transmission leak correction or linkage adjustments.			
<p>Automatic Transmission - - Diagnostic Pin Point Test  </p> <p>If additional diagnostic time is required, use actual time in accordance with Warranty and Policy Manual guidelines.</p> <p>When claiming 7000F45: Do not use with; 12650D45, 12651D45, 14200A45, 19700D45, 2219B45, 2219D45, 6005E45, 6005F45, 7453D45.</p>	7000F45	0.3	
ALL OPERATIONS - Listed in order by Operation Number			
<p>Automatic Transmission Assembly (7000) - Remove and Install or Replace  </p> <p>Includes time to remove and install transmission, drain and replace pan gasket when necessary, adjust linkage and refill. Also includes time to reprogram TCM when instructed by workshop manual. Use Supplement 7000AZJ for mounting transmission on a bench fixture when required for repairs.</p> <p>When claiming 7000A*: Do not use with; 6007A*, 7003A*, 6701A, 6781B, 7248A, 7580A, 7902A, 6007A1, 7396A*, 6701A*, 7000F3*, 7191A*, 3329A*, 7086A, 7228A, 7247A, 6375A, 6007A39</p> <p>When claiming 7000A*: Do not use with; 11002A*..</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p> <hr/> <p style="text-align: right;">4F50N,3.9L EFI</p>	7000A	5.2	
	4F50N,4.2L EFI	7000A	5.2
Refer to operation 3001A for alignment check and adjustment when required by the Workshop Manual.			
Supplements			
<p>Extra time for Post Road Test. (After repair)  </p> <p>May only be claimed once. Use only with a 7000A Combination repair that affects transmission shift quality.</p> <p>When claiming 7000AXQ: Do not use with; 7191AXQ, 7396AXQ.</p>	7000AXQ	0.2	
<p>Extra time to mount transmission on a bench fixture  </p>	7000AZJ	0.3	
Combinations			
Additional operations which may be performed			
<p>Automatic Transmission Assembly (7000/7C391) - Overhaul  </p>			

<p>Includes check and correct end play, overhaul and cleaning of all internal components. Includes time to replace valve body. For valve body overhaul use Operation 7000A13. For final drive overhaul use Operation 7000A38.</p> <p>When claiming 7000A2*: Do not use with; 7000A7*, 7000A10*, 7000A12*, 7053A*, 7086A*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>		
<p style="text-align: right;">4F50N</p> <p>Supplements</p>	7000A2	6.2
<p>Extra time to Clean, Inspect and Reuse Elastomeric Reusable Pan/Cover Gasket. Do NOT reuse if gasket is damaged.  </p> <p>This supplement may NOT be used if gasket is being replaced.</p>		
<p style="text-align: right;">4F50N</p> <p>Automatic Transmission Case Assembly (7005) - Replace  </p> <p>To be used with Transmission Overhaul. Use Operation 7000A10 when transmission case replacement is the primary repair.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p>	7000A2ZG 7000A3	0.1 0.4
<p>Automatic Transmission Converter Assembly (7A283/7052/7902) - Contamination Inspection  </p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7000A4*: Do not use with; 7000A12*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>	7000A4	0.2
<p>Automatic Transmission Seal - Front Pump to Converter (7A248/7F401) - Replace  </p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7000A7*: Do not use with; 7000A2*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>	7000A7	0.1
<p>Automatic Transmission Case (7005) - Replace  </p> <p>Includes transfer and clean all parts and make all necessary adjustments.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7000A10*: Do not use with; 7000A2*, MB15, MB30, MB45, MB60, MU03, MU06, MU09, MU12, MU15, MU18, MU21, MU24, MU27, MU30, MU33, MU36, MU39, MU42, MU45, MU48, MU51, MU54, MU57, MU60.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>		
<p style="text-align: right;">4F50N</p> <p>Use this operation when transmission case replacement is the primary repair. Do not use with Operation 7000A2.</p>	7000A10	4.0
<p>Automatic Transmission Oil Cooler and/or Cooler Lines (7A030/7A031) - Flush  </p> <p>Includes the use of Rotunda Line and Cooler flushing tool (014-00028) or an equivalent cleaner. Includes transmission filter replacement on Torque Shift transmissions.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p>	7000A11	0.3
<p>Automatic Transmission Converter Assembly (7902) - Replace  </p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7000A12*: Do not use with; 7000A4*, 7000A2*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>	7000A12	0.2
<p>Automatic Transmission Main Control Valve (Assembly) (7A100/7G391/7Z369) - Overhaul  </p> <p>To be used with Transmission Overhaul. Includes time to disassemble, clean, inspect, and reassemble.</p>		

<p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7000A13*: Do not use with; 7396A2*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>			
	4F50N	7000A13	1.8
<p>Automatic Transmission Differential Assembly (4026/7F465) - Overhaul  </p> <p>To be used with Transmission Overhaul.</p>			
	4F50N	7000A38	0.4
<p>Automatic Transmission - External Oil Leaks (7000) -Diagnosis  </p> <p>Requires use of Rotunda Black Light Oil Leak Detector (112-00021) or an equivalent Black Light Tester. Includes time to tighten loose bolts, nuts or fittings.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p>			
	AUTO TRANS	7000E	0.6
<p>Automatic Transmission Electronic Diagnosis (7000) - Diagnosis  </p> <p>Includes time to perform EEC - Diagnosis (Quick Test) first. Where applicable the use of Rotunda Electronic Transmission Testers 007-00085 and EC-AT 007-00037 was used. Includes time to hook up/disconnect test equipment, road test, check shift points, and time to perform mechanical hydraulic pressure test as required. Includes time to repeat Final Quick Test. For component replacement not offered as a Combination below, use Operations 7191A and 7396A. May not be used with Operation 12650D, but may be used with 12650D component replacement Combinations.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.</p> <p>When claiming 7000F: Do not use with; 12650D80, 12650D81, 12650D82, 12650D*X1, 7247A.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>			
	AUTO TRANS	7000F	1.3
<p>Not to be used with external transmission leak correction or linkage adjustments.</p>			
<p>Combinations</p> <p>Additional operations which may be performed</p>			
<p>Automatic Transmission Turbine Shaft Speed Sensor (7H103/7M101) - Replace  </p> <p>Includes time to remove and install the transmission and disassemble and assemble as necessary to service the TSS sensor, when required. Also includes time to drain and refill the transmission.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.</p> <p>When claiming 7000F3*: Do not use with; 7000A*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>			
	4F50N	7000F3	0.2
<p>Automatic Transmission - Sensor Range (TR Sensor) (7F293/7G072/7A247/7H557) - Replace  </p> <p>Includes time to adjust when necessary.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31 or 34.</p> <p>When claiming 7000F5: Do not use with; 7247A.</p>			
	4F50N	7000F5	0.4
<p>Automatic Transmission Output Shaft Speed Sensor (OSS) (7H103/7H103) - Replace  </p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31 or 34.</p>			
	4F50N	7000F10	0.4
<p>Automatic Transmission Exchange (7000) - Prior Approval  </p> <p>Includes time for recording the diagnostic information on to the prior approval web site and calling the technical service hotline.</p>			
		7000F13	0.3

<p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p>			
<p>Should not be used on ESP Claims.</p>			
<p>Automatic Transmission - - Diagnostic Pin Point Test  </p> <p>If additional diagnostic time is required, use actual time in accordance with Warranty and Policy Manual guidelines.</p> <p>When claiming 7000F45: Do not use with; 12650D45, 12651D45, 14200A45, 19700D45, 2219B45, 2219D45, 6005E45, 6005F45, 7453D45.</p>	7000F45	0.3	
<p>Automatic Transmission Servo Assembly (External) (7D021/7D022/7D189) - Overhaul  </p> <p>Includes adjust band when applicable and time to perform a road test.</p>			
	4F50N....LOW/INTERMED	7021A	0.8
	4F50N....OVERDRIVE	7021AD	1.0
	4F50N....BOTH	7021AT	1.2
<p># Transmissions with Internal Servos, use Operations 7191A7 or 7191A8.</p>			
<p>Indicator - Automatic Transmission Control Selector (7D443/7A110) - Replace  </p> <p>When claiming 7110A: Do not use with; 10838A, 7110B.</p>	7110A	0.8	
<p>Automatic Transmission Indicator - Transmission Control Selector (7A110) - Align  </p> <p>When claiming 7110B: Do not use with; 10838A, 7110A.</p>	7110B	0.2	
<p>Automatic Transmission Gasket or Oil Pan (7A191/7A194) - Remove and Install or Replace  </p> <p>Includes drain, refill and replace filter element. Use operation 7396A for side mounted pans.</p> <p>When claiming 7191A*: Do not use with; MB30*, MB60*, MU30*, MU60*, MB15, MB45, MU03, MU06, MU09, MU12, MU15, MU18, MU21, MU24, MU27, MU33, MU36, MU39, MU42, MU45, MU48, MU51, MU54, MU57, 7000A*.</p> <p>* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.</p>			
	4F50N	7191A	0.9
<p>Supplements</p>			
<p>Extra time to Clean, Inspect and Reuse Elastomeric Reusable Pan/Cover Gasket. Do NOT reuse if gasket is damaged.  </p> <p>This supplement may NOT be used if gasket is being replaced.</p>			
	4F50N	7191AZG	0.1
<p>Gear Selector Lever (7210/7A256) - Replace  </p> <p>Includes shift boot on manual transmission applications. Includes time to remove and install steering column shrouds or other components as required on automatic transmission applications. Includes time to adjust Transmission Linkage or Shift Cable.</p> <p>When claiming 7210A: Do not use with; 7247A.</p>			
	AUTO TRANS	7210A	0.9
<p>Oil Filler Pipe and/or O-Ring (7A228) - Remove and Install or Replace  </p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.</p> <p>When claiming 7228A: Do not use with; 7000A.</p>			
	4F50N	7228A	0.4
<p>Automatic Transmission Sensor - Transmission Range (TR Sensor) (7F293/7A247/7H557) - Replace  </p> <p>Includes adjustment when necessary.</p> <p>This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31 or 34 or 36.</p> <p>When claiming 7247A: Do not use with; 7000A, 7000F, 7000F5, 7210A.</p>	7247A	0.5	
<p>Automatic Transmission Gasket - Main Control Side Cover (7F396) - Remove and Install or Replace  </p>			

For bottom mounted pans, use 7191A.

When claiming 7396A*: Do not use with; 7000A*.

* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.

4F50N

7396A

2.6

Note: If it is necessary to remove the transmission to perform this repair, the time will be included in the repair.

Supplements

Extra time for Post Road Test. (After repair)



7396AXQ

0.2

When claiming 7396AXQ: Do not use with; 7000AXQ, 7191AXQ, 7191A*XQ.

* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.

Extra time to Clean, Inspect and Reuse Elastomeric Reusable Pan/Cover Gasket. Do NOT reuse if gasket is damaged.



This supplement may NOT be used if gasket is being replaced.

4F50N

7396AZG

0.1

Combinations

Additional operations which may be performed

Automatic Transmission Main Control Valve Body (7A100/7G391) - Remove and Install or Replace



Refer to 7000F11 for Transmission Control Module (TCM) replacement. Includes time to adjust linkage. Use with Operation 7396A2 when a valve body overhaul is to be performed. For bottom mounted valve bodies, use 7191A and A1.

This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.

4F50N

7396A1

0.8

Includes oil pump on AX4N, AX4S, and 4F50N. For shift cable adjustment, use operation 7326C, if directed by workshop manual.

Automatic Transmission Main Control Valve Body (7A100/7G391) - Overhaul



This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.

When claiming 7396A2*: Do not use with; 7000A13*.

* Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.

4F50N

7396A2

1.8

Automatic Transmission Solenoid (Electronic Pressure Control) - EPC (7H144/7G383) - Replace



This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.

4F50N

7396A3

0.1

Automatic Transmission Fluid Temperature Sensor (TFT) (7H141) - Replace



This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.

4F50N

7396A4

0.1

Automatic Transmission Solenoid Assembly (Shift Control) (7G484/7Z369) - Replace



Allowance includes time to replace one, or all solenoids.

4F50N

7396A5

0.1

Automatic Transmission Torque Converter Clutch Solenoid - TCC (7G136/7F037) - Replace



This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37 or 31.

4F50N

7396A6

0.2

Automatic Transmission Filter or Screen Assembly - Transmission (7A098/7A191) - Replace   Includes time to remove and install the transmission bottom oil pan and replace the filter or screen assembly.		
<p style="text-align: right;">4F50N</p>	7396A7	0.5
Automatic Transmission Internal Wiring Harness (7G276) - Replace   This labor op requires dealership Shop Competency in Training Specialty Area 37 or that the Repairing technician be certified in Training Specialty Area 37.		
<p style="text-align: right;">4F50N</p>	7396A10	0.2
Additional - Misc. Repairs   When claiming 999A*: Do not use with any other Labor Op; . * Overlap includes ALL labor operation category codes such as Left, Right, Both, One, All, Upper, Lower, High, Low, etc.	999A	0.2

Effective first day of: January, 2011

2004 Freestar

End of Report 