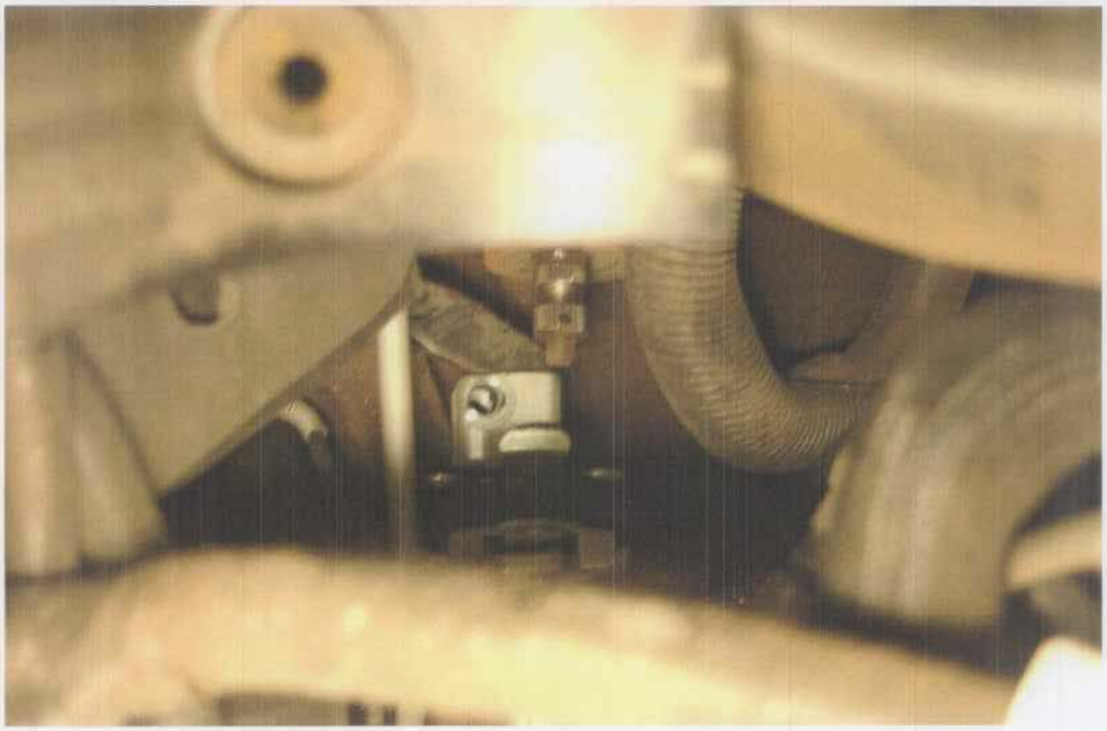
PE13-014

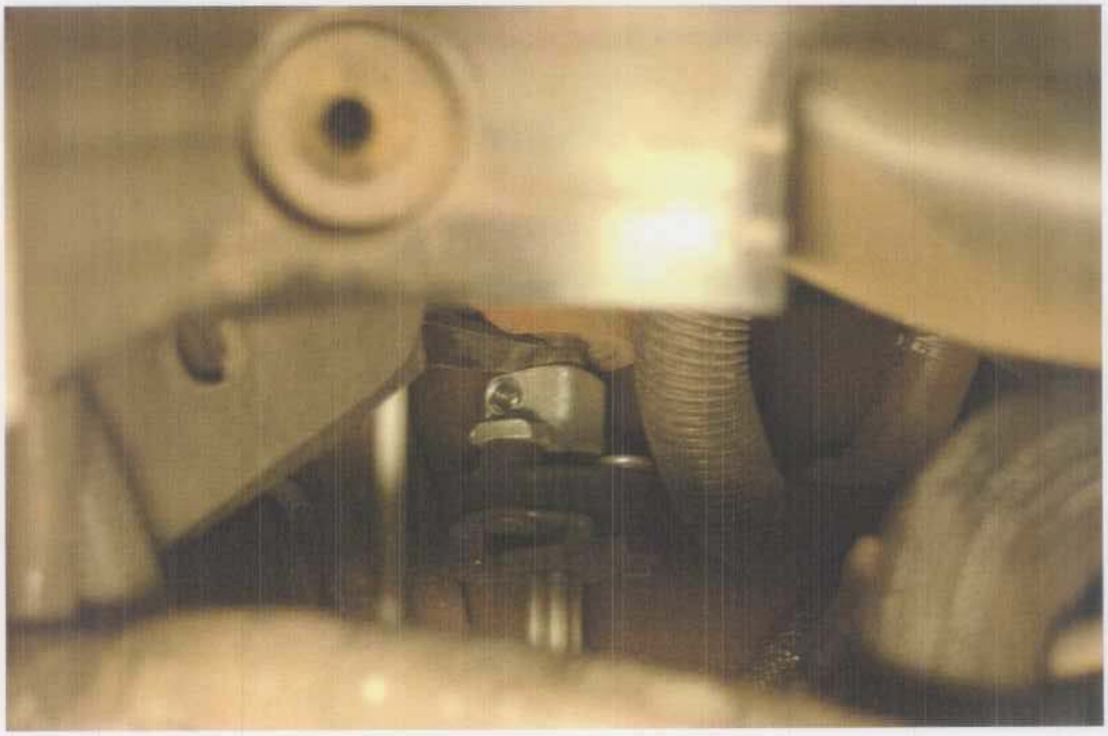
FORD

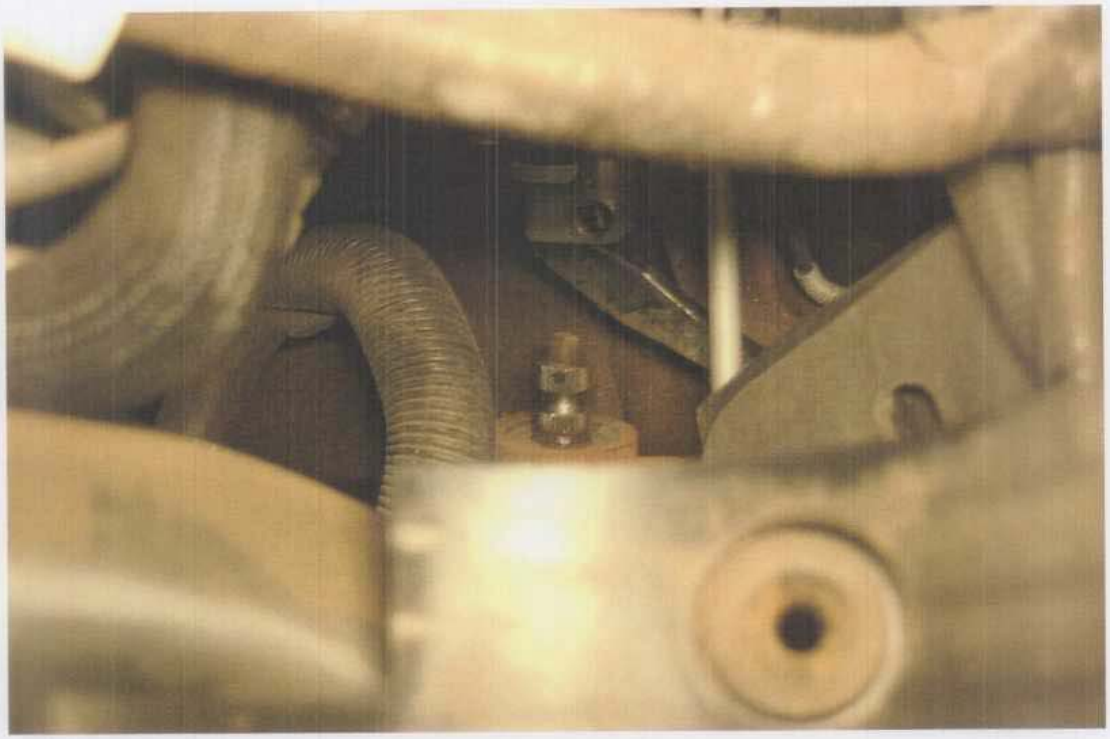
7/10/2013

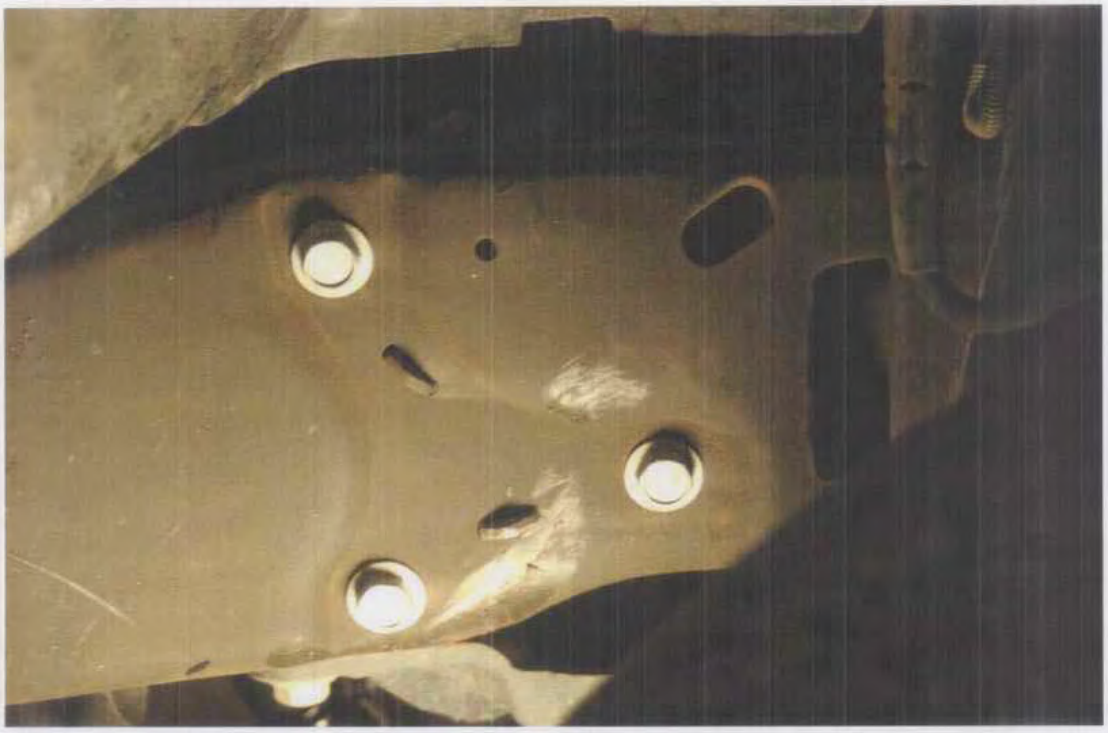
Appendix E

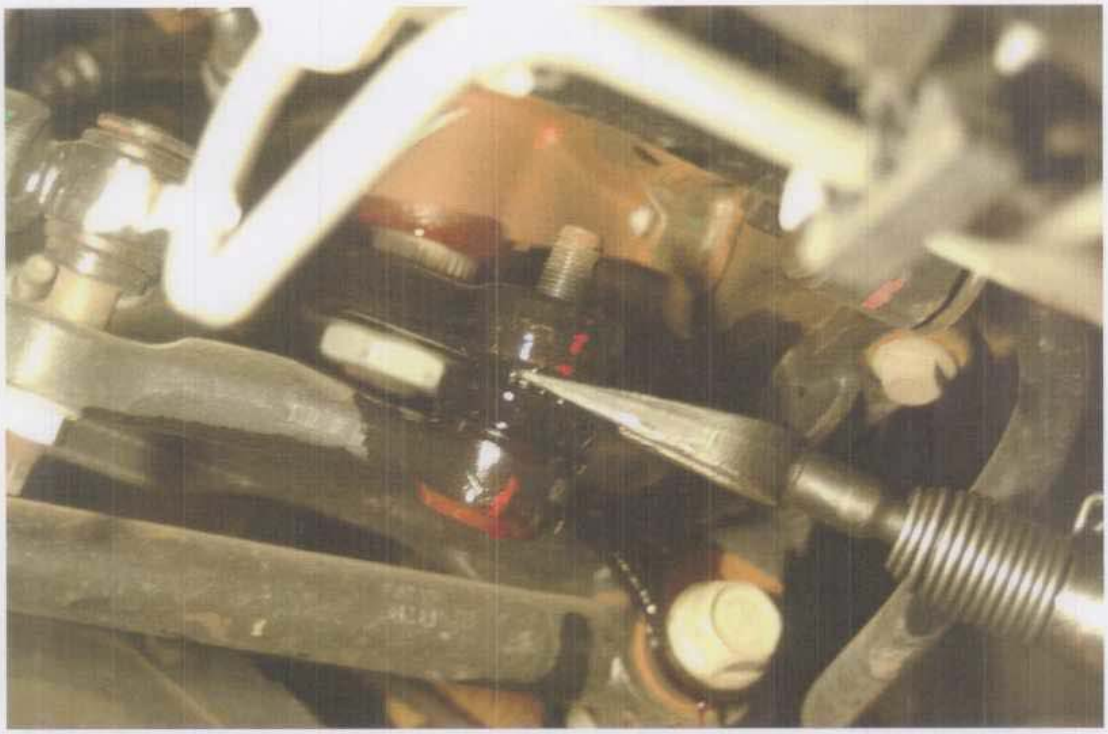
Peer - Lawsuits and Claim

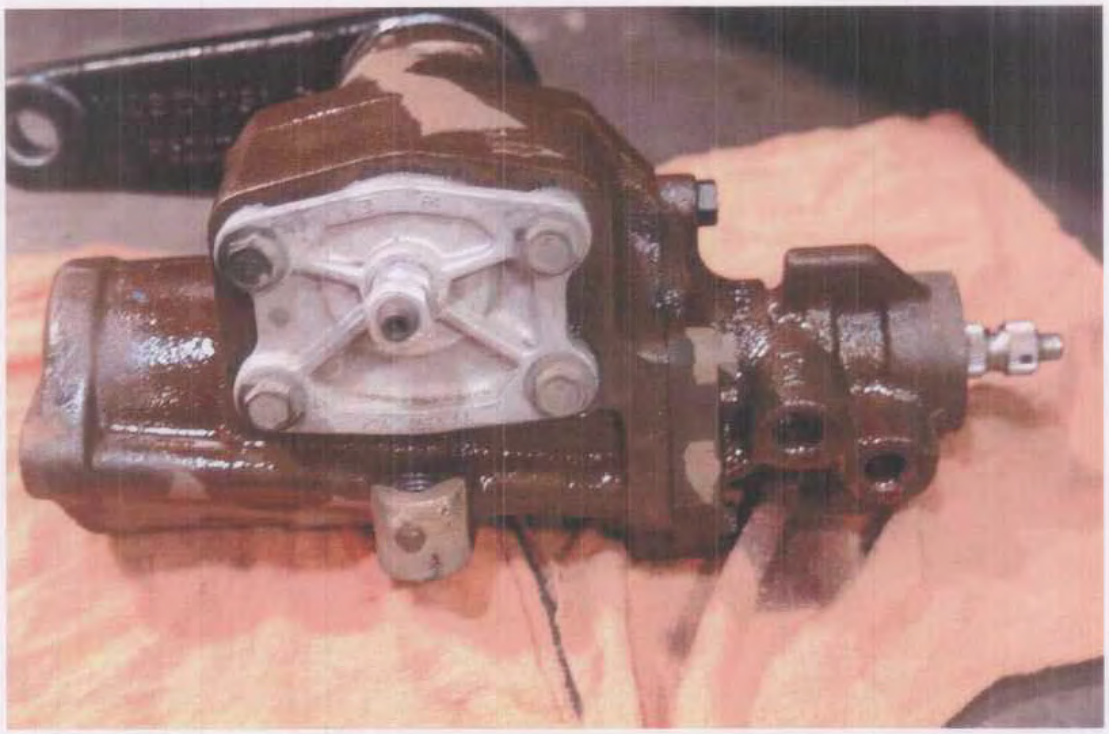












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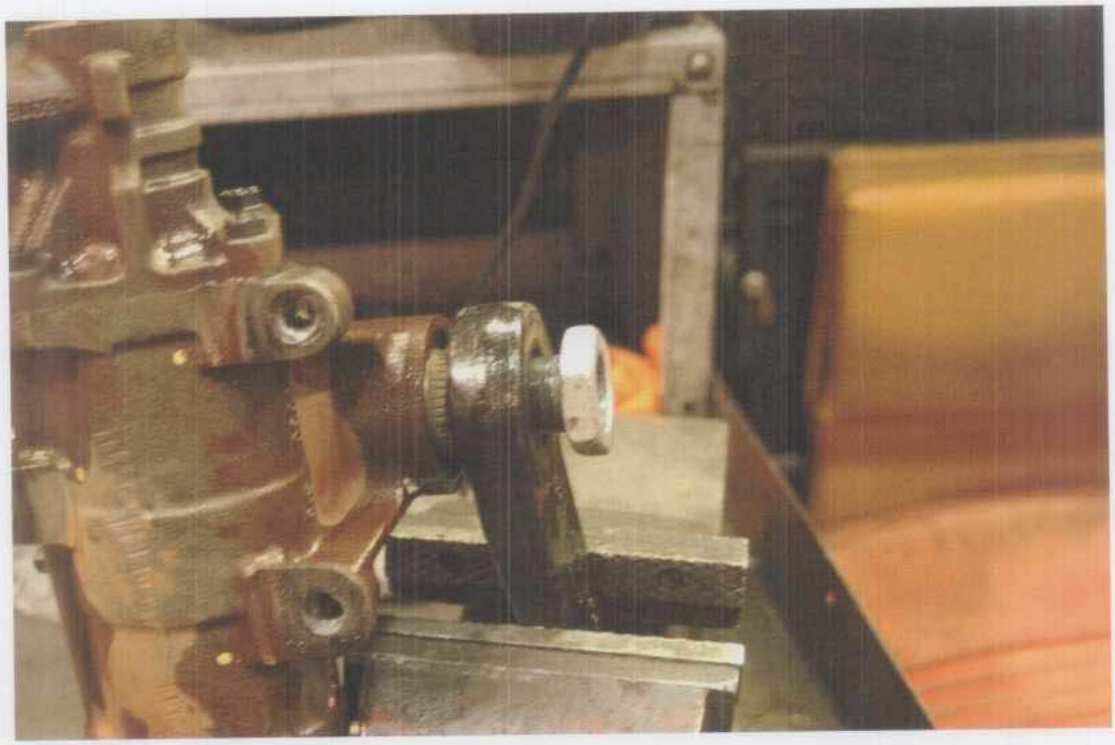
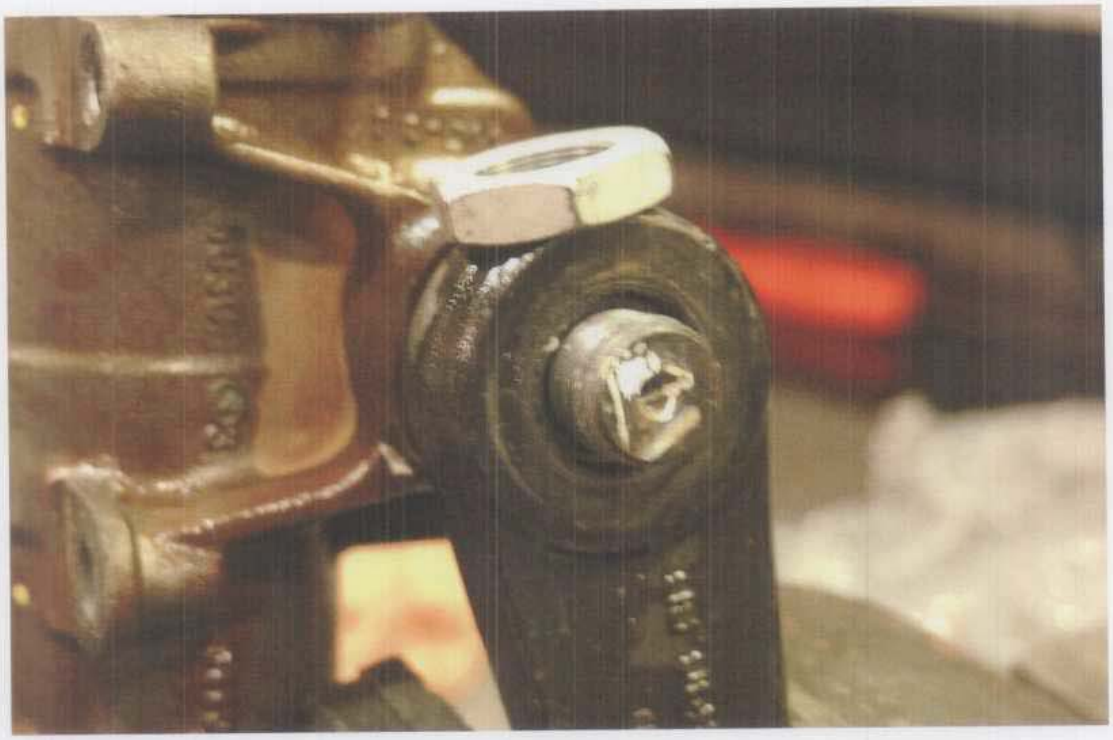
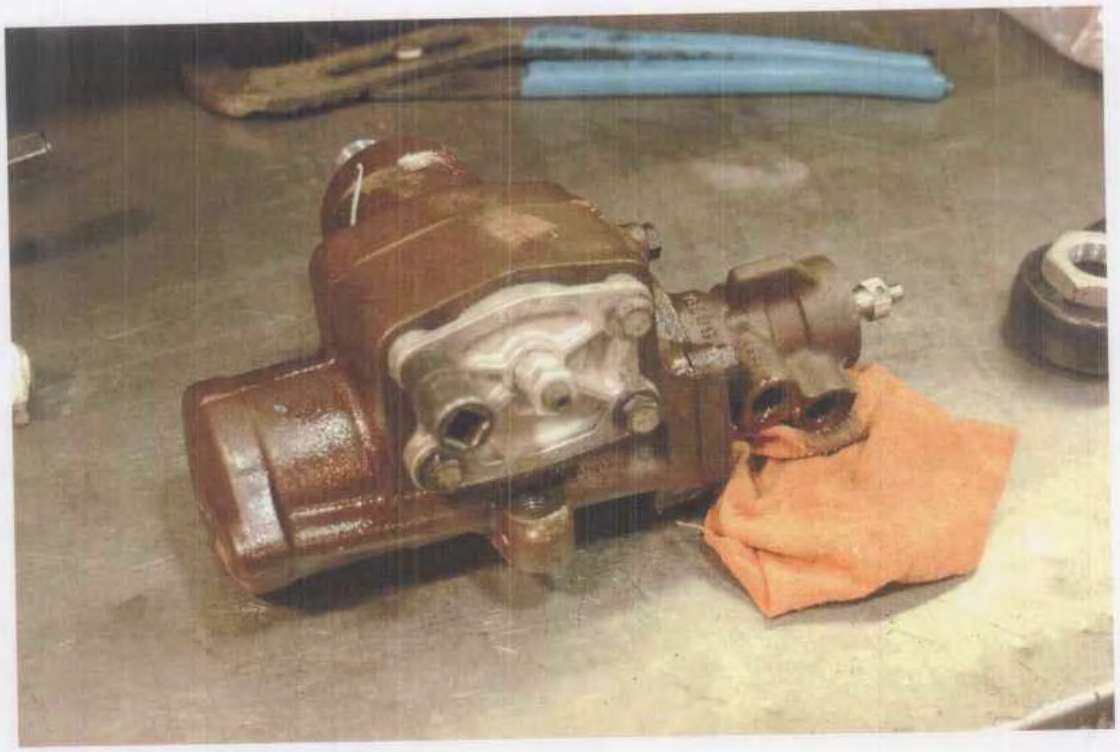
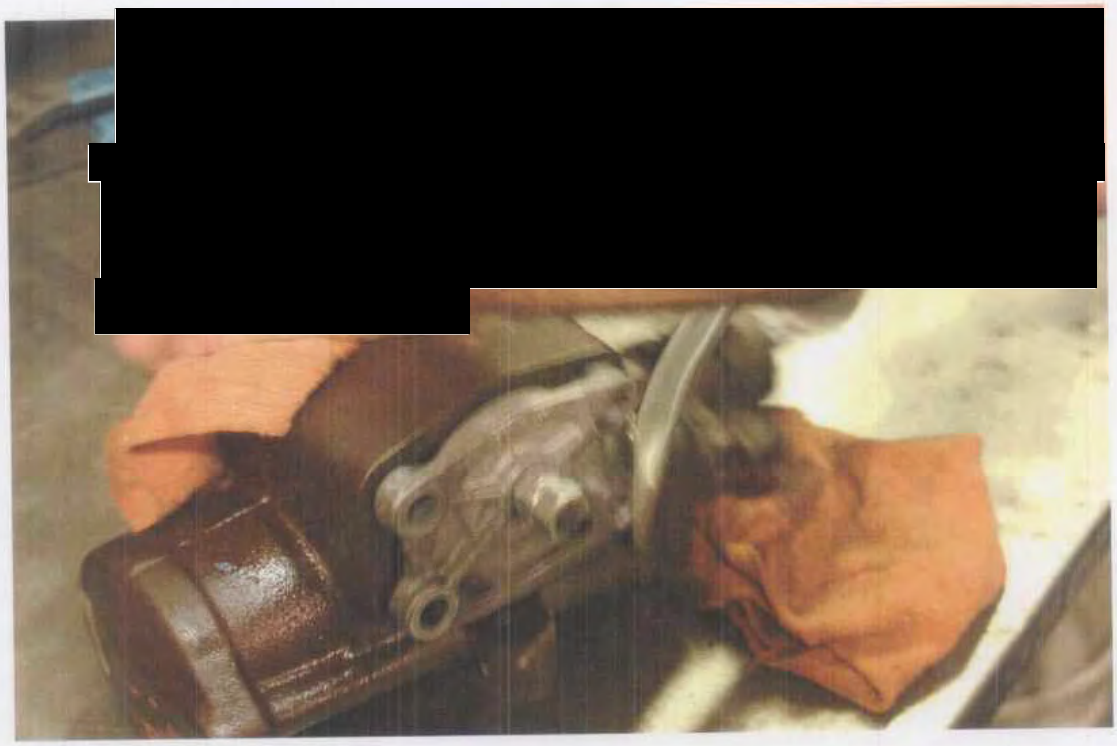
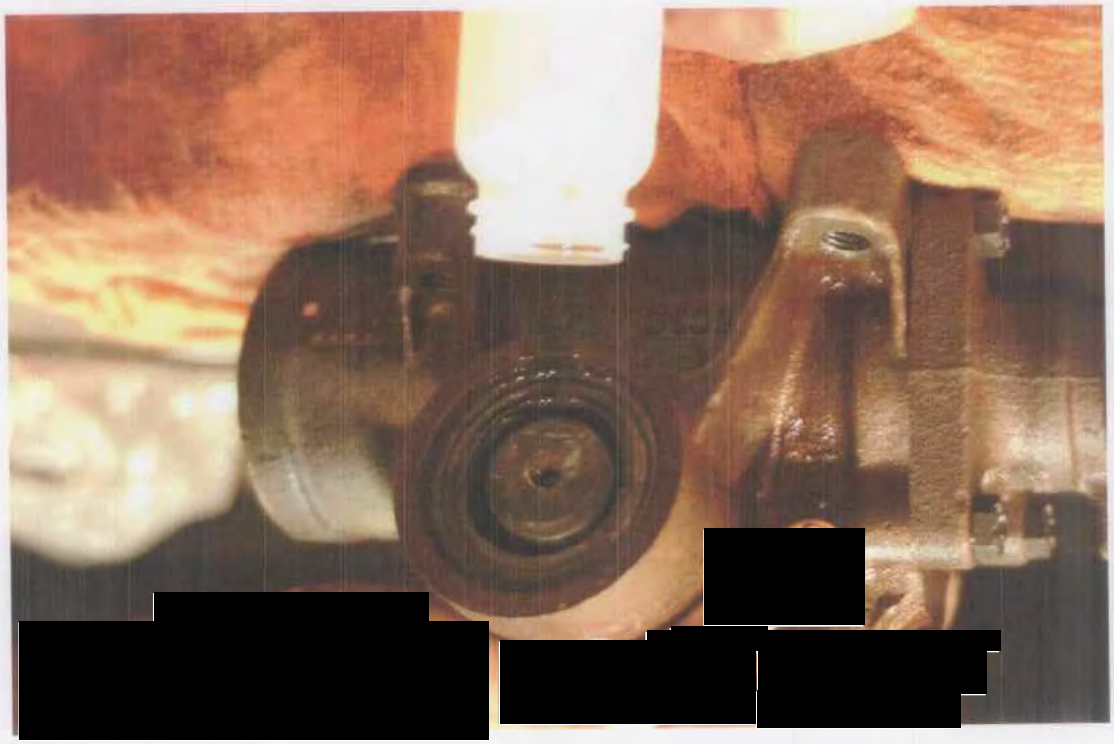
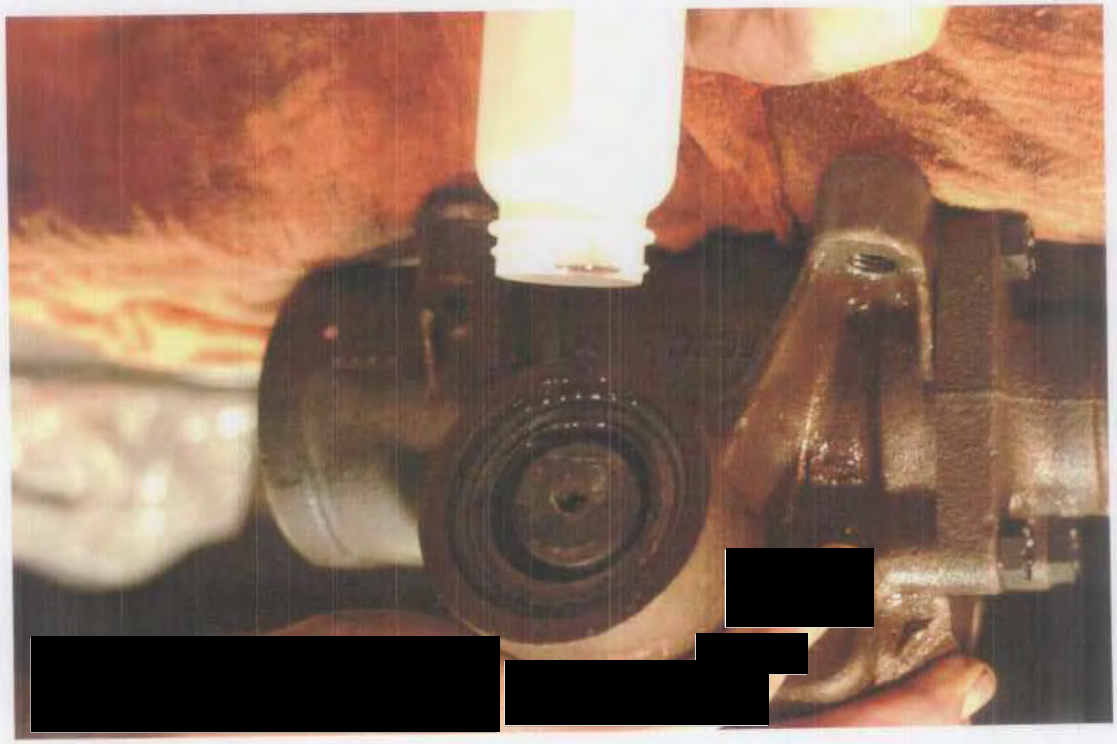


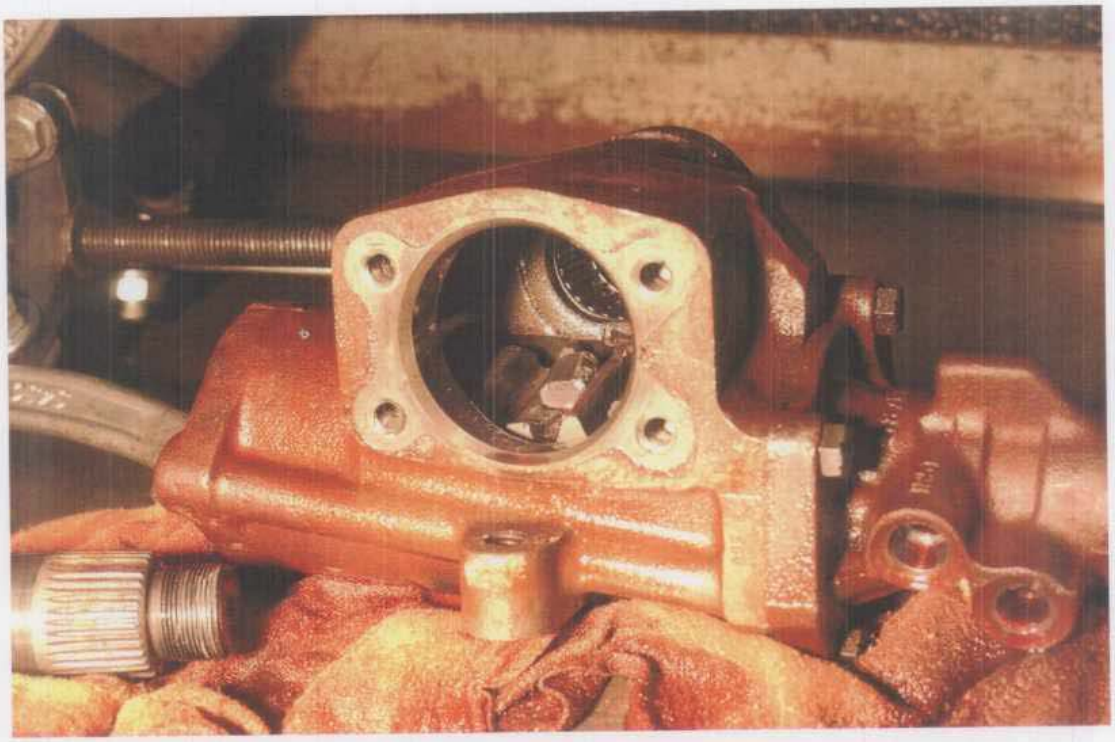


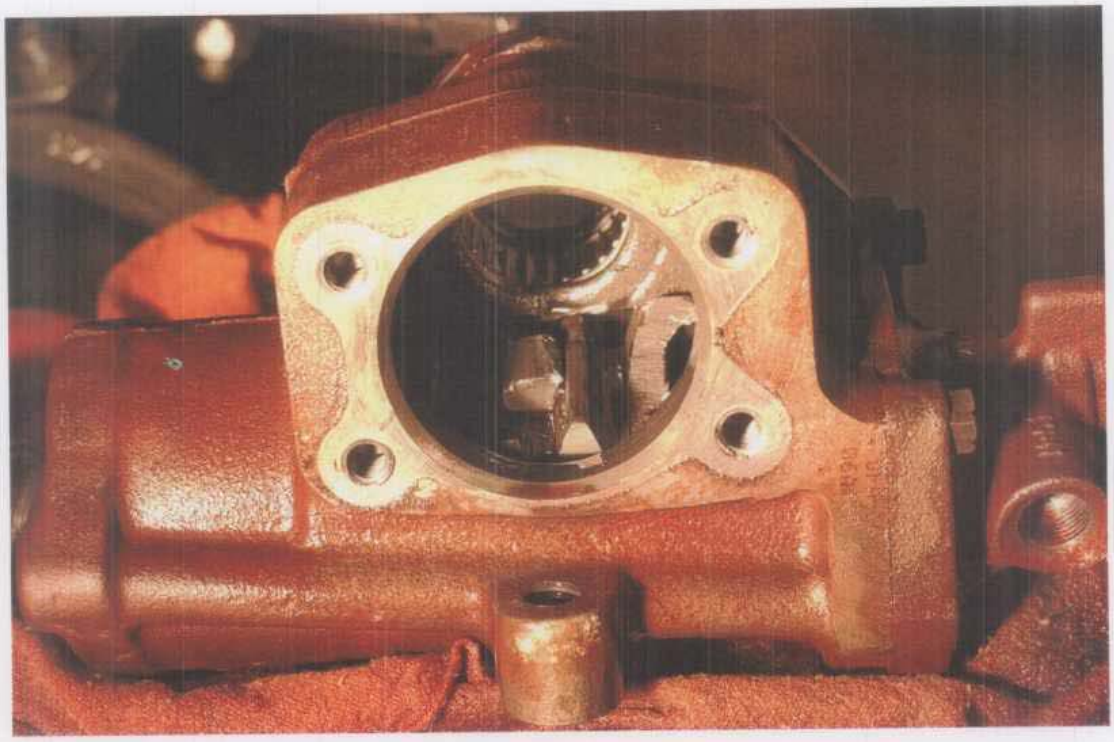


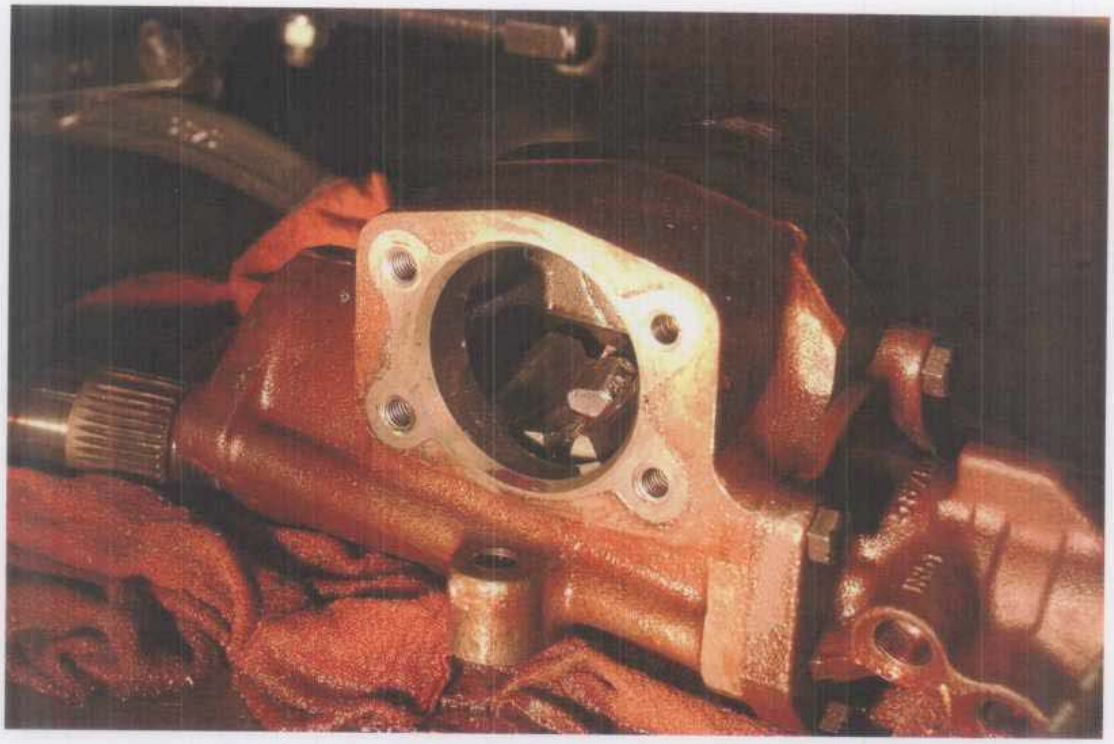






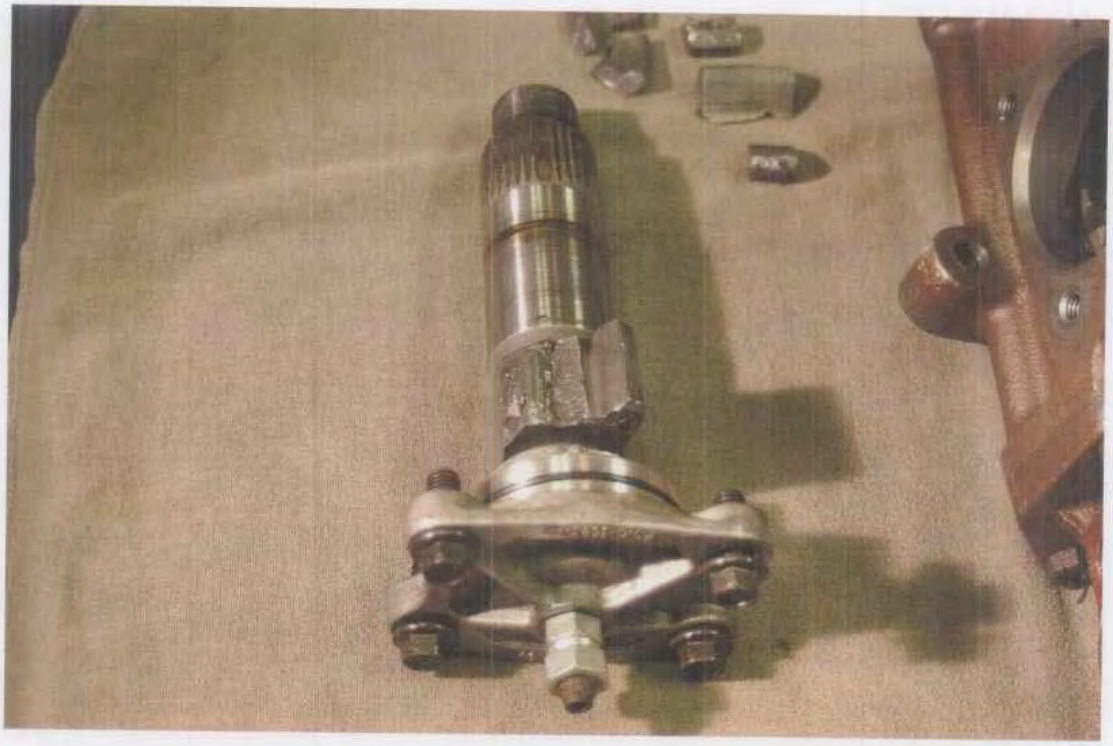


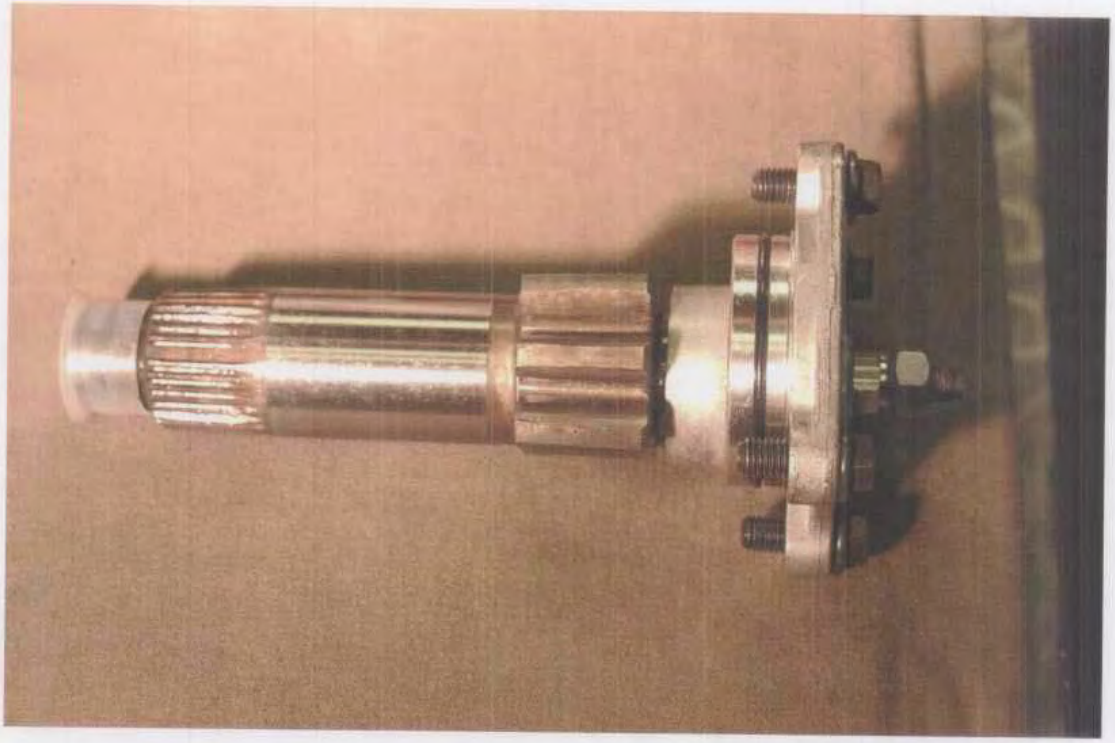


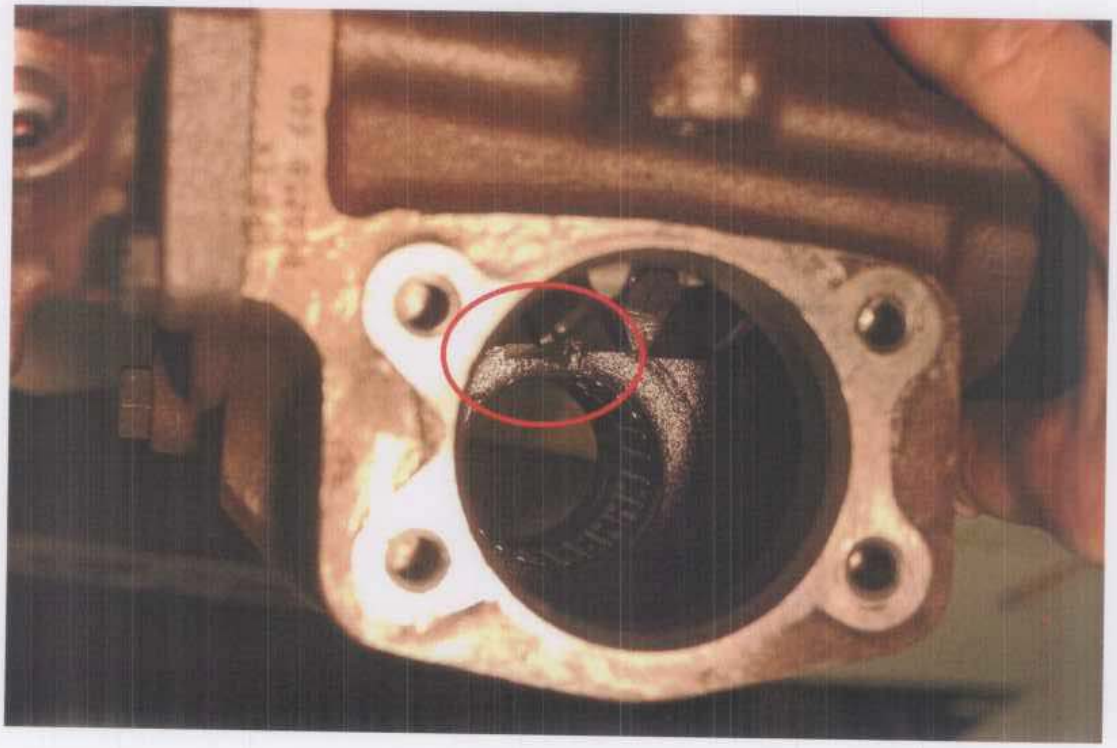


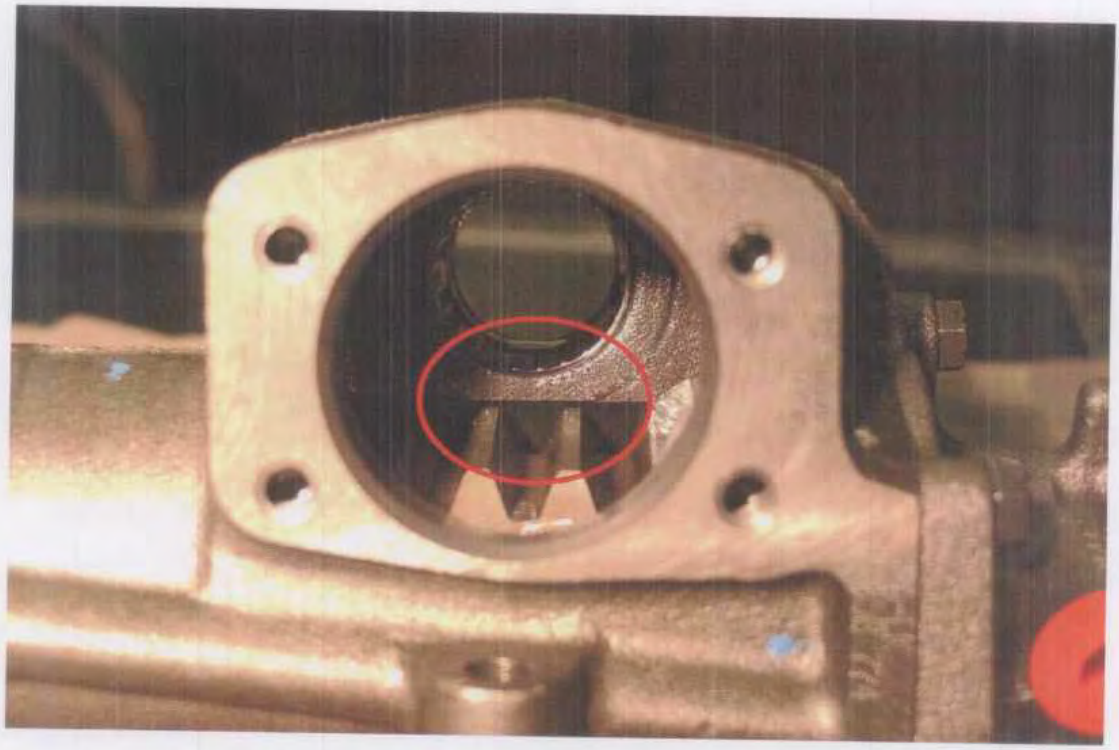
MFD. BY FORD MOTOR CO.
DATE: 01/06
GVWR: 10000LB/4536KG
FRONT GAWR: 5600LB
REAR GAWR: 6100LB
2540KG
WITH TIRES
2767KG
LT275/70R18
RIMS
18X8.0J
AT 450 kPa/ 65 PSI COLD
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE
VIN: 1FTSW21P76
TYPE: Truck
[redacted]

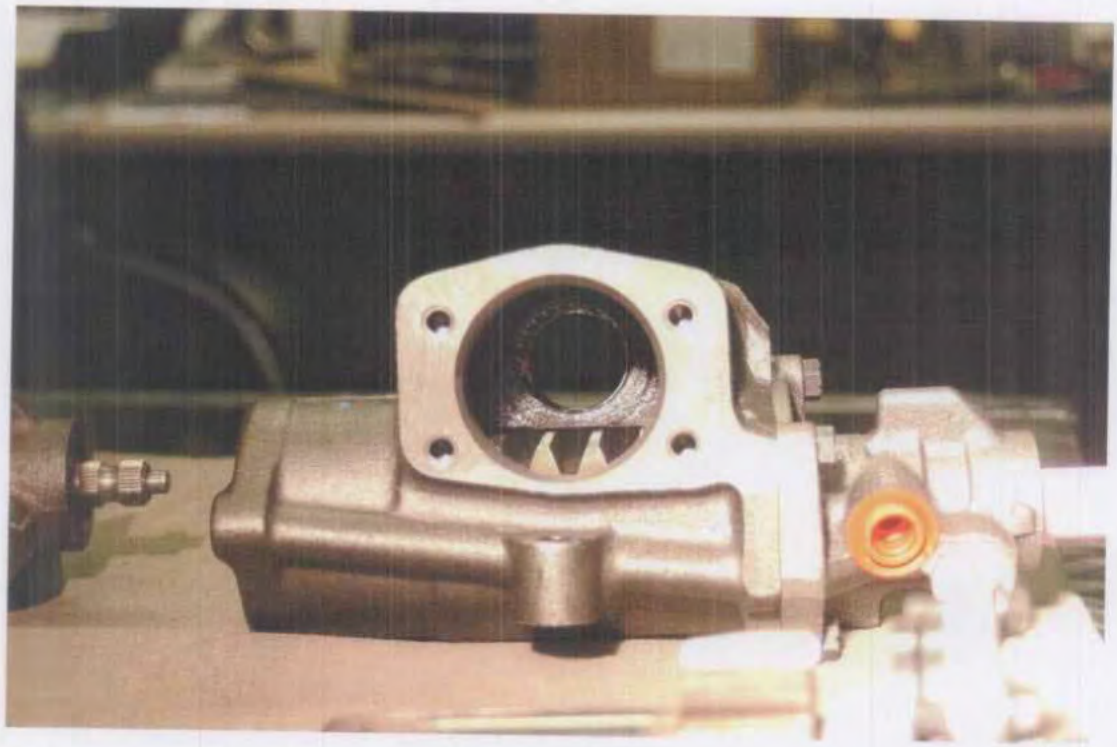
ABS
BRAKE
TURBO PSI
MPH
km/h
8686 mi
P RNO321



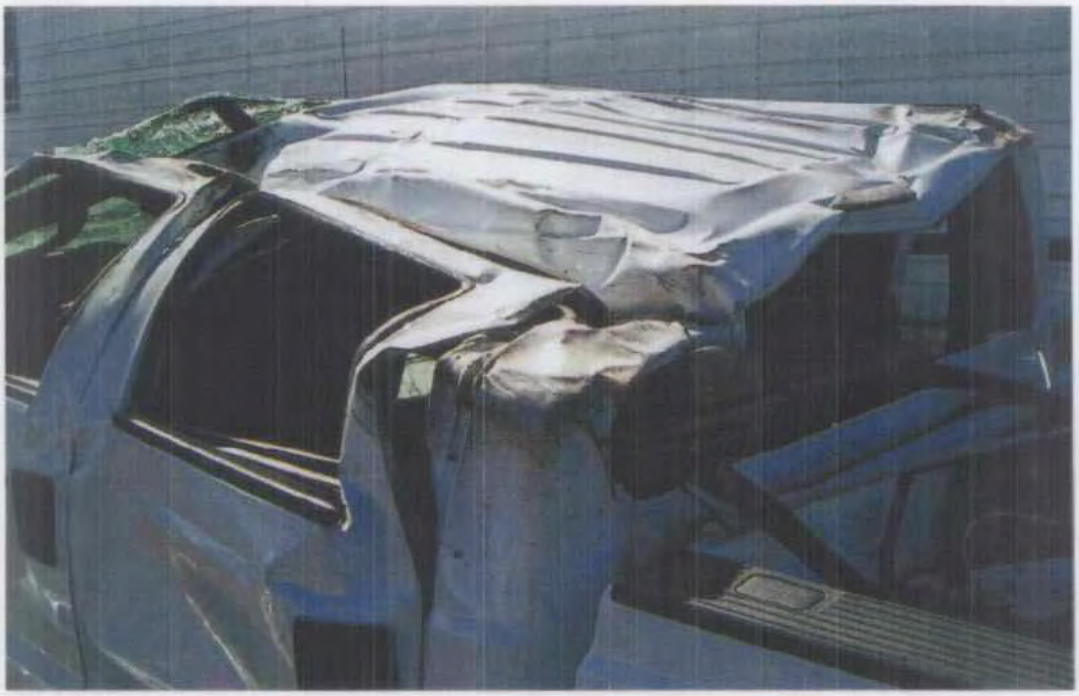








E-250



03/12/2007

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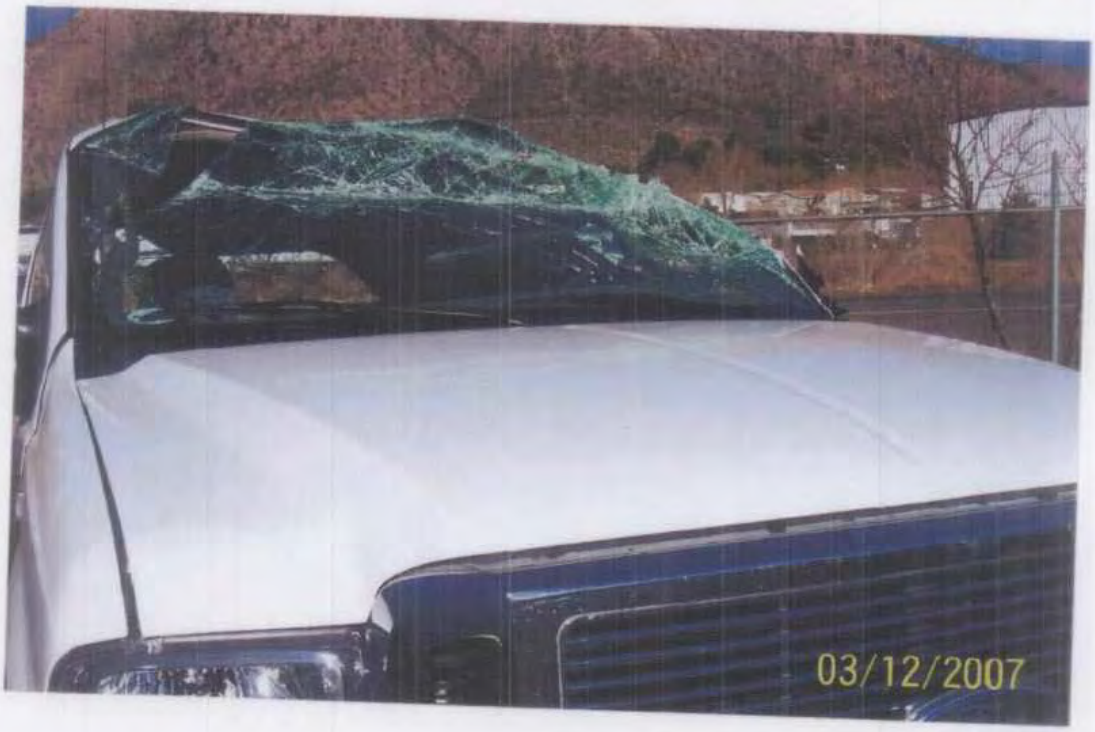
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03/12/2007

03/14/2007

03/12/2007

03/14/2007

03/12/2007

FX4
03/14/2007

03/14/2007

03/12/2007

WEEKEND WARRIOR
03/12/2007

WEEKEN

YAMAHA

03/12/2007

03/12/2007

03/12/2007

PE13-014 000304LCPV

[redacted]

1/6/09

FARM BUREAU FINANCIAL SERVICES

Insurance • Investments

December 24, 2008

FORD MOTOR COMPANY
JAN 06 2009
OFFICE OF THE GENERAL COUNSEL

FORD MOTOR COMPANY
ATTN JULIE SZYMANSKI
PO BOX 70
DEARBORN MI 48121-0070

RE: Date of Loss: 3/11/2007
Reference: 2006 Ford Pickup VIN #1FTSW21P76E[redacted]

Our Insured: [redacted]
Our Occurrence No:
Total Amount of Loss: $44,718.74

Our Insured: [redacted]
Our Claim No:
Total Amount of Loss: $53,113.31

Dear Ms. Szymanski:

Our insureds made a report of damages arising out of the above occurrence. Our investigation indicates this one-car accident resulted from a faulty steering mechanism. Therefore, we are looking to Ford Motor Credit for reimbursement.

Enclosed is a copy of our supporting documents. A breakdown of damages is as follows:

Insured, [redacted]		
Collision	Travel Trailer	$41,283.00
Deductible		500.00
2005 Polaris ATV		1,424.68
2006 Yamaha ATV		1,511.06
Insured [redacted]		
Bodily Injury	[redacted]	$ 8,767.00
Bodily Injury		$ 1,000.00
Towing & Storage		$ 1,666.16
Collision	2006 Ford Pickup	$42,346.00
Deductible		$ 1,000.00

Thank you for giving this matter your prompt attention.

Sincerely,

Elizabeth J Nelson AIC ARM CSRP
Subrogation Specialist III
515-225-5614

copy to: Bob Williams

MAR 23 2007 3009

ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT

[redacted] REPORT ID

Agency Report Number: 2007-013981

Total No. of Sheets: 5

1 Police Only — FORWARD COPY TO: ADOT TRAFFIC RECORDS SECTION 064R, 206 S. 17th AVE., PHOENIX, ARIZONA, 85007-3233

YEAR MONTH DAY	HOUR	NCIC NO.	OFFICER ID NO.
2007/03/11	1115	0799	5558

COMPLETE THE FOLLOWING SUPPLEMENT IF ANY ○ (circle) AND ANY ◇ (diamond) ARE CHECKED

2 Total Units 1 | Total Injuries 1 | Total Fatalities 0 | Estimated Total Damage Compared to Limit ☑ Over ☐ Under | ◯ Fatal ☐ Govt. Hit/Run Prop. | ◉ Persons Transported for Immediate Medical Care? ◉ Tow away at Least One (1) Vehicle from Scene? | District or Grid No. 1 2 0 4

3 LOCATION: On Highway / Road / Street: I-17 SB | ☑ Inside ☑ Outside | City: CAMP VERDE | County: YAVAPAI

Intersecting Street, Road / M.P. or R.P.: ☑ At ☐ From M.P. 309.5 | ☐ North ☐ South ☐ East ☐ West | ☐ Plus ☐ Minus | Distance ☐ Measured ☐ Approximate | ☐ Miles ☐ Feet

4 TRAFFIC UNIT NO. 1

State: AZ | Class: D | End. | ☐ DL# ☐ SSN ☐ BOTH [redacted] | ☐ Driver ☐ Pedestrian ☐ Pedalcyclist | Name [redacted] | Sex: F | Inj.: 4

Restrictions | Date of Birth [redacted] | City: FLAGSTAFF | State: AZ | Zip Code | Telephone No. (w/Area Code) [redacted]

Plate Number [redacted] | State: AZ | Year: Sep-07 | ☑ Same as Driver | Owner / Carrier Name | Address | City | State | Zip Code

Body Style: PICKUP | ◇ Bus (9 or more seats) | Make: FORD | Color: WHT | Year: 2006 | VIN: 1FTSW21P76E[redacted] | Safety Device Code: 3

Removed to: FLAGSTAFF | ☐ Disabled ☐ Not Disabled | Removed by: CONTINENTAL HEAVY | Orders of: OWNER | Posted Speed Limit: 75 | Ofc. Est. Speed: 65

Insurance Company: WESTERN AGRICULTURAL INS. | Telephone Number (w/Area Code): (480) 635-3600 | Policy Number [redacted] | Effective Date: 4/2/2006 | Expiration Date: 4/2/2007

Trailer (Other Unit) Plate No. [redacted] | State: AZ | Year: 2007 | Description of Trailer or Other Unit: WHT TOY HAULER, 35' | G.V.W. (Registered) of Power Unit Greater than 10k pounds? ◇ Yes ☐ No | HazMat Placard? ◇ Yes ☐ No | 4-Digit | 1-Digit | Was HazMat Cargo Released? ☐ Yes ☐ No

TRAFFIC UNIT NO. 2

State | Class | End. | ☐ DL# ☐ SSN ☐ BOTH | ☐ Driver ☐ Pedestrian ☐ Pedalcyclist | Name | Sex | Inj.

Restrictions | Date of Birth | Address | City | State | Zip Code | Telephone No. (w/Area Code)

Plate Number | State | Year | ☐ Same as Driver | Owner / Carrier Name | Address | City | State | Zip Code

Body Style | ◇ Bus (9 or more seats) | Make | Color | Year | VIN | Safety Device Code

Removed to | ☐ Disabled ☐ Not Disabled | Removed by | Orders of | Posted Speed Limit | Ofc. Est. Speed

Insurance Company | Telephone Number (w/Area Code) | Policy Number | Effective Date | Expiration Date

Trailer (Other Unit) Plate No. | State | Year | Description of Trailer or Other Unit | G.V.W. (Registered) of Power Unit Greater than 10k pounds? ◇ Yes ☐ No | HazMat Placard? ◇ Yes ☐ No | 4-Digit | 1-Digit | Was HazMat Cargo Released? ☐ Yes ☐ No

TRAFFIC UNIT NO. 3

State | Class | End. | ☐ DL# ☐ SSN ☐ BOTH | ☐ Driver ☐ Pedestrian ☐ Pedalcyclist | Name | Sex | Inj.

Restrictions | Date of Birth | Address | City | State | Zip Code | Telephone No. (w/Area Code)

Plate Number | State | Year | ☐ Same as Driver | Owner / Carrier Name | Address | City | State | Zip Code

Body Style | ◇ Bus (9 or more seats) | Make | Color | Year | VIN | Safety Device Code

Removed to | ☐ Disabled ☐ Not Disabled | Removed by | Orders of | Posted Speed Limit | Ofc. Est. Speed

Insurance Company | Telephone Number (w/Area Code) | Policy Number | Effective Date | Expiration Date

Trailer (Other Unit) Plate No. | State | Year | Description of Trailer or Other Unit | G.V.W. (Registered) of Power Unit Greater than 10k pounds? ◇ Yes ☐ No | HazMat Placard? ◇ Yes ☐ No | 4-Digit | 1-Digit | Was HazMat Cargo Released? ☐ Yes ☐ No

5 PASSENGERS

Seating Position: 07 04 01 / 08 05 02 / 09 06 03 — 10 Not in Passenger Compart. 11 Motorcycle, Bus 12 Other 13 Unknown 14 Pedalcyclist

Safety Devices: 1 - None used 2 - Lap belt 3 - Lap & shoulder 4 - Airbag deployed 5 - Child Restraint 6 - Protective Helmet 7 - Passive Belt 8 - Passive & Lap 9 - Other 0 - Unknown

Injury Severity Codes: 1 - No Injury 2 - Possible Injury 3 - Non incapacitating injury 4 - Incapacitating injury 5 - Fatal Injury 6 - Not Reported / Unknown

Unit No.	Seat Pos.	Saf. Dev.	Name	Address	City	State	Zip Code	Age	Sex	Inj. Sev.
1	3	3	[redacted]		FLAGSTAFF	AZ	[redacted]		M	3
1	5	5			FLAGSTAFF	AZ			F	1

6 Other Property Damage: 1 DELINEATOR

Owner's Name: ADOT | Address | City: PHOENIX | State: AZ | Telephone Number w/Area Code

7 WITNESSES

Name [redacted] | Address | City | State | Telephone Number [redacted] | Age

8 Photos Taken ☐ Yes ☐ No | Photographer's Name: SGT. R. HARDT | ID Number: 3393 | Agency Name: AZ DPS | Investigation at Scene ☐ Yes ☐ No | Date Investigated: 3/11/2007 | Time Investigated: 1123

Officer's Signature: J. L. LEONARD | Badge No.: 5558 | Agency Name: Arizona Department of Public Safety | Date Completed

01-2703 R06/06 DPS 802-0274 Rev 3/2001 Electronic Form (Version 2.2 Dated: 12/15/2001)

3-19-07

9 - DIAGRAM

2007-013981

10 - INDICATE NORTH

SEE ATTACHED DIAGRAM

11 - SKIDDING OCCURRED

	VEHICLE 1
YES	☐
NO	☐

12 - CITATIONS

UNIT NO.	A.R.S. NO. OR CITY CODE

14 - PRIOR ACTION

☐ YES ☐ NO RAN OFF ROADWAY PRIOR TO FIRST HARMFUL EVENT
☐ RIGHT
☐ LEFT UNIT NO.

15 - MANNER OF COLLISION
CHECK ONLY ONE (1)

1 ☐ SINGLE VEHICLE
2 ☐ ANGLE
3 ☐ LEFT TURN
4 ☐ RIGHT TURN
5 ☐ U-TURN
6 ☐ REAR-END
7 ☐ HEAD-ON
8 ☐ SIDESWIPE (SAME DIRECTION)
9 ☐ SIDESWIPE (OPPOSITE DIRECTION)
10 ☐ BACKING
11 ☐ NON-CONTACT MOTORCYCLE
12 ☐ NON-CONTACT NON-MOTORCYCLE
13 ☐ PEDESTRIAN
14 ☐ PEDALCYCLE
15 ☐ OTHER

13 - DESCRIBE WHAT HAPPENED

D1 STATED THAT SHE WAS SB ON I-17 AT ABOUT 65 MPH IN THE POSTED 75 MPH ZONE AT 309.5 ON I-17. SHE SAID THAT SHE FELT THE TRAILER BEGIN TO SWAY AND WAS UNABLE TO REGAIN CONTROL. SHE THOUGHT THAT A GUST OF WIND MAY HAVE CAUSED THE SWAYING. V1T SEPARATED FROM V1. V1 WENT OFF THE RIGHT SHOULDER, STRUCK THE EMBANKMENT, AND ROLLED 1 TIME COMING TO REST UPRIGHT. V1T ALSO WENT OF THE RIGHT SHOULDER AND STRUCK THE EMBANKMENT. IT ROLLED 1/4 TIME COMING TO REST ON IT'S RIGHT SIDE. D1 SUSTAINED A BROKEN ARM [redacted] SUSTAINED A BROKEN FINGER. [redacted] WAS UNINJURED. V1 AND V1T WERE REMOVED BY CONTINENTAL HEAVY HAUL PER THE OWNERS REQUEST.

INJURED TAKEN TO / BY

FLAGSTAFF MEDICAL CENTER BY PINEWOOD FD AMBULANCE

30 - TRAFFIC UNIT ACTION
CHECK ONE (1) PER UNIT

	1
1	GOING STRAIGHT AHEAD
2	SLOWING IN TRAFFICWAY
3	STOPPED IN TRAFFICWAY
4	MAKING LEFT TURN
5	MAKING RIGHT TURN
6	MAKING U TURN
7	ENTERING ALLEY OR DRIVEWAY
8	LEAVING ALLEY OR DRIVEWAY
9	OVERTAKING / PASSING
10	CHANGING LANES
11	BACKING
12	AVOIDING VEHICLE, OBJECT, PEDESTRIAN
13	ENTERING PARKING POSITION
14	LEAVING PARKING POSITION
15	PROPERLY PARKED
16	IMPROPERLY PARKED
17	DRIVERLESS MOVING VEHICLE
18	CROSSING ROAD
19	WALKING WITH TRAFFIC
20	WALKING AGAINST TRAFFIC
21	STANDING
22	LYING
23	GETTING ON OR OFF VEHICLE
24	WORKING ON OR PUSHING VEHICLE
25	WORKING ON ROAD
26	OTHER
27	UNKNOWN

16 - LIGHT CONDITION
CHECK ONLY ONE (1)

1 ☐ DAYLIGHT
2 ☐ DAWN OR DUSK
3 ☐ DARKNESS

	YES	NO	
1	☐	☐	STREET LIGHT
2	☐	☐	STREET LIGHT FUNCTIONING

17 - WEATHER CONDITIONS
CHECK ONLY ONE (1)

1 ☐ CLEAR
2 ☐ CLOUDY
3 ☐ SLEET / HAIL
4 ☐ RAIN
5 ☐ SNOW
6 ☐ SEVERE CROSSWINDS
7 ☐ BLOWING SAND, SOIL DIRT, SNOW
8 ☐ FOG, SMOG, SMOKE

18 - ROAD SURFACE TYPE
CHECK ONLY ONE (1)

1 ☐ ASPHALT
2 ☐ CONCRETE
3 ☐ GRAVEL
4 ☐ DIRT
5 ☐ OTHER

19 - TYPE OF LOCATION
CHECK ONLY ONE (1)

1 ☐ INTERSECTION
2 ☐ JUNCTION AREA
3 ☐ NON-JUNCTION AREA
4 ☐ DRIVEWAY ACCESS
5 ☐ ALLEY ACCESS
6 ☐ ALLEY

20 - INTERSECTION RELATED

1 ☐ YES
2 ☐ NO

21 - SPECIAL CONDITION
CHECK ONLY ONE (1)

1 ☐ SCHOOL CROSSING
2 ☐ PEDESTRIAN CROSSWALK (STRIPED)
3 ☐ PEDESTRIAN CROSSWALK (NO STRIPPING)
4 ☐ BRIDGE
5 ☐ TUNNEL
6 ☐ RR CROSSING
7 ☐ GORE AREA
8 ☐ BIKE PATH
9 ☐ 2-WAY LEFT TURN LANE

22 - UNUSUAL ROAD CONDITION
CHECK ONLY ONE (1)

1 ☐ UNDER CONSTRUCTION, TRAFFIC ALLOWED
2 ☐ UNDER CONSTRUCTION, NO TRAFFIC ALLOWED
3 ☐ UNDER REPAIRS
4 ☐ HOLES, RUTS, BUMPS
5 ☐ OBSTRUCTION - PROTECTED
6 ☐ OBSTRUCTION - UNPROTECTED
7 ☐ OBSTRUCTION - UNLIGHTED AT NIGHT
8 ☐ DEFECTIVE SHOULDERS
9 ☐ CHANGING ROAD WIDTH
10 ☐ WATER (STANDING OR MOVING)

23 - TRAFFIC CONTROL DEVICES
LEGEND:
A-DEVICE OPERATIONAL
B-DAMAGED OR NONFUNCTIONAL PRIOR TO ACCIDENT
CHECK ALL THAT APPLY

	A	B	
1	☐	☐	TRAFFIC SIGNAL
2	☐	☐	YIELD SIGN
3	☐	☐	STOP SIGN
4	☐	☐	WARNING SIGN
5	☐	☐	RAILROAD SIGNAL
6	☐	☐	FLASHING SIGNAL
7	☐	☐	FLAGMAN OR OFFICER

24 - NON INTERSECTION ROAD CHARACTER
CHECK ONLY ONE (1)

1 ☐ 2-WAY, STRIPED CENTERLINE
2 ☐ 2-WAY, NO STRIPE
3 ☐ 2-WAY, PAINTED MEDIAN
4 ☐ 2-WAY, RAISED MEDIAN
5 ☐ 2-WAY, CONCRETE BARRIER
6 ☐ 2-WAY, CABLE BARRIER
7 ☐ 2-WAY, DEPRESSED MEDIAN
8 ☐ 2-WAY, EXTENDED MEDIAN
9 ☐ 1-WAY STREET

25 - ROAD GRADE
CHECK ONLY ONE (1)

1 ☐ LEVEL
2 ☐ DOWNGRADE
3 ☐ UPGRADE
4 ☐ HILLCREST
5 ☐ DIP

26 - ROAD SURFACE CONDITION
CHECK ONLY ONE (1)

1 ☐ DRY
2 ☐ WET
3 ☐ SAND, MUD, DIRT, OIL, GRAVEL
4 ☐ SNOW
5 ☐ SLUSH
6 ☐ ICE
7 ☐ OTHER
8 ☐ UNKNOWN

27 - CONDITIONS INFLUENCING DRIVER
TWO (2) CHOICES PER PERSON MAY BE SELECTED

	1			
1	☐	☐	☐	NO APPARENT INFLUENCE
2	☐	☐	☐	HAD BEEN DRINKING
3	☐	☐	☐	USE OF ILLICIT DRUGS
4	☐	☐	☐	ILLNESS
5	☐	☐	☐	FELL ASLEEP / FATIGUED
6	☐	☐	☐	PHYSICAL IMPAIRMENT
7	☐	☐	☐	PRESCRIPTION DRUGS
8	☐	☐	☐	OTHER
9	☐	☐	☐	UNKNOWN

28 - VIOLATIONS / BEHAVIOR
TWO (2) CHOICES PER PERSON MAY BE SELECTED

	1			
1	☐	☐	☐	NO IMPROPER ACTION
2	☐	☐	☐	SPEED TOO FAST FOR CONDITIONS
3	☐	☐	☐	EXCEEDED LAWFUL SPEED
4	☐	☐	☐	FAILED TO YIELD RIGHT-OF-WAY
5	☐	☐	☐	FOLLOWED TOO CLOSELY
6	☐	☐	☐	RAN STOP SIGN
7	☐	☐	☐	DISREGARDED TRAFFIC SIGNAL
8	☐	☐	☐	MADE IMPROPER TURN
9	☐	☐	☐	DROVE IN OPPOSING TRAFFIC LANE
10	☐	☐	☐	KNOWINGLY OPERATED WITH FAULTY OR MISSING EQUIPMENT
11	☐	☐	☐	REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED
12	☐	☐	☐	PASSED IN NO PASSING ZONE
13	☐	☐	☐	UNSAFE LANE CHANGE
14	☐	☐	☐	OTHER UNSAFE PASSING
15	☐	☐	☐	INATTENTION
16	☐	☐	☐	DID NOT USE CROSSWALK
17	☐	☐	☐	WALKED ON WRONG SIDE OF ROAD
18	☐	☐	☐	OTHER
19	☐	☐	☐	UNKNOWN

29 - VEHICLE CONDITION
TWO (2) CHOICES PER PERSON MAY BE SELECTED

	1			
1	☐	☐	☐	NO APPARENT DEFECTS
2	☐	☐	☐	DEFECTIVE BRAKES
3	☐	☐	☐	DEFECTIVE STEERING
4	☐	☐	☐	DEFECTIVE HEADLIGHTS
5	☐	☐	☐	DEFECTIVE TAIL LIGHTS
6	☐	☐	☐	DEFECTIVE TURN-SIGNAL
7	☐	☐	☐	PUNCTURE OR BLOWOUT
8	☐	☐	☐	ONE OR MORE SMOOTH TIRES
9	☐	☐	☐	FIRE
10	☐	☐	☐	DEFECTIVE WINDSHIELD WIPER
11	☐	☐	☐	DEFECTIVE EXHAUST SYSTEM
12	☐	☐	☐	OTHER DEFECTS
13	☐	☐	☐	NO TRAILER BRAKES
14	☐	☐	☐	UNKNOWN

31 - VISION OBSCUREMENT
CHECK ONE (1) PER UNIT

	1			
1	☐	☐	☐	NOT OBSCURED
2	☐	☐	☐	BY PARKED / STOPPED VEHICLE
3	☐	☐	☐	BY MOVING VEHICLE
4	☐	☐	☐	BY BUILDING
5	☐	☐	☐	BY EMBANKMENT
6	☐	☐	☐	BY SIGNBOARD
7	☐	☐	☐	BY HILLCREST
8	☐	☐	☐	BY LOAD ON VEHICLE
9	☐	☐	☐	BY TREES, BUSHES
10	☐	☐	☐	BY HEADLIGHT
11	☐	☐	☐	BY SUN GLARE
12	☐	☐	☐	BECAUSE OF BAD WEATHER
13	☐	☐	☐	OTHER
14	☐	☐	☐	RAIN, SNOW, FOG ON WINDSHIELD
15	☐	☐	☐	WINDSHIELD OBSCURED - OTHER
16	☐	☐	☐	UNKNOWN

32 - DIRECTION OF TRAVEL
CHECK ONE (1) PER UNIT

	1					1			
1	☐	☐	☐	NORTH	5	☐	☐	☐	NW
2	☐	☐	☐	SOUTH	6	☐	☐	☐	NE
3	☐	☐	☐	EAST	7	☐	☐	☐	SW
4	☐	☐	☐	WEST	8	☐	☐	☐	SE
					9	☐	☐	☐	UNKNOWN

ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT

MEASUREMENT SUPPLEMENT

Forward to: ADOT Traffic Records Section 064R
206 S. 17th Ave., Phoenix, AZ, 85007-3233

REPORT ID

Year Month Day	Hour	NCIC No.	Officer's ID No.
2007/03/11	1115	0799	5558

Agency Report Number: 2007-013981

Permanent Point is: _____ Edge is: SB RIGHT FOG LINE

Reference Point is: POINT 0 ON FOG ☑ Measurements in feet & tenths ☐ Measurements in feet & inches

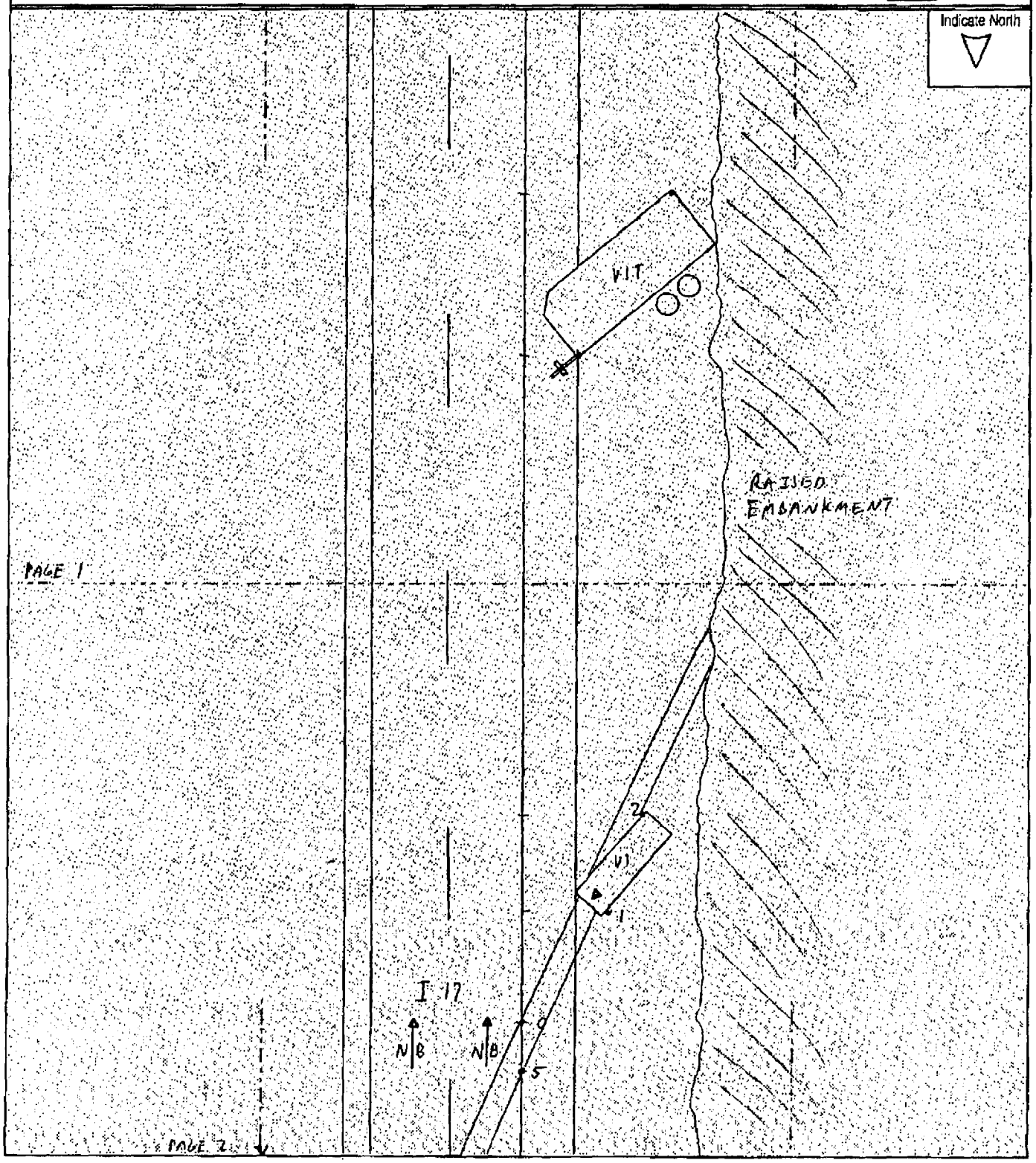
POINT	FROM RP	FROM EDGE	DESCRIPTION
1	17.7 S	13.8 W	FINAL UNCONTROLLED REST V1 LF TIRE
2	33.0 S	18.9 W	FINAL UNCONTROLLED REST V1 RR TIRE
3	104.4 S	8.7 W	FINAL UNCONTROLLED REST V1T RF LOWER CORNER
4	129.9 S	23.0 W	FINAL UNCONTROLLED REST V1T RR UPPER CORNER
0	0	0	V1T RF TIRE MARK ON FOG
5	8.0 N	0	V1T RR TIRE MARK ON FOG
6	101.7 N	0	V1 RF TIRE MARK ON FOG
7	116.9 N	0	V1 LF TIRE MARK ON FOG
8	145.4 N	0	V1 RR TIRE MARK ON FOG
9	170.8 N	0	V1 LR TIRE MARK ON FOG

ARIZONA TRAFFIC ACCIDENT REPORT	ADOT USE ONLY				
SUPPLEMENT	REPORT ID				Agency Report Number
Forward to: ADOT Traffic Records Section 064R	Year Month Day	Hour	NCIC No.	Officer's ID No.	2007-013981
206 S. 17th Ave., Phoenix, AZ, 85007-3233	2007/03/11	1115	0799	5558	

ACCIDENT DIAGRAM

☐ Measurements are approximate and not to scale

☑ Measurements are scaled Scale is: 1" = 20'



ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT

SUPPLEMENT

Forward to: ADOT Traffic Records Section 064R
206 S. 17th Ave., Phoenix, AZ, 85007-3233

REPORT ID

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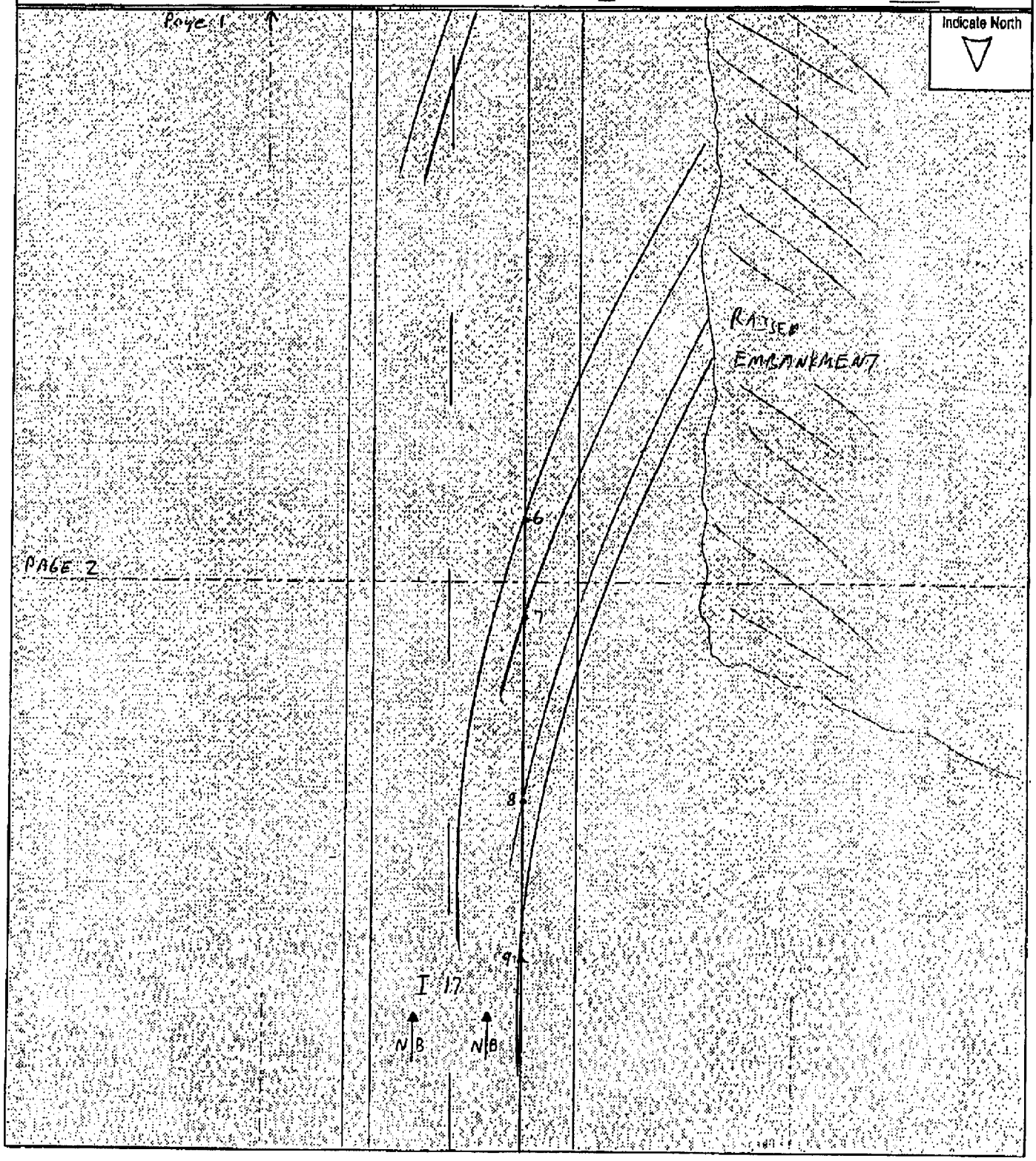

REPORT

EXAMINATION OF COMPONENTS OF THE STEERING SYSTEM ON A FORD F-250 TRUCK

Re: [redacted]

Prepared for:

Mark Salem
SALEM BOYS AUTO
1025 West Warner
Tempe, Arizona 85284

Prepared by:

Lester E. Hendrickson, Ph.D.
Forensic Engineering Consultant
SEMTEC LABORATORIES
5025 South 33rd Street
Phoenix, Arizona 85040

February 15, 2008

BACKGROUND

On or about October 2, 2007, several components from the steering gear assembly on a Ford F-250 were received from Mark Salem for examination. According to Mr. Salem, these components were removed from a truck, VIN #1FTSWZ1P76E[redacted] owned by [redacted] that had been involved in an accident in which loss of control was believed to be caused by an internal problem with the steering box gear.

In addition to these component parts, the steering linkage on the truck was examined on two occasions, December 5, 2007, and again on December 12, 2007.

EXAMINATION

Steering Gear Components

The component parts received are shown in photo #1. They were identified by tags on the bags as #1: Gear Housing; #2: Valve; #3: Sector/Pitman; and #4: 6 Broken Gear Pieces.

Photo #2 shows the gear housing, photo #3 shows the valve, and photo #4 shows the sector gear/pitman shaft. Photos #5 and #6 are closer views of the damaged teeth on the rack gear. The center tooth in photo #5 is sheared off at the root, while the teeth on either side of center show only contact damage at isolated locations on the crown. Also, a large section of metal is broken out of the cylindrical flange on the left end of the gear shown in photo #5. The spline is not twisted or cracked.

Photo #7 shows three pieces that were determined to have broken out of the rack gear. Photos #8 and #9 show these pieces re-positioned on the rack. Black wear patterns are visible on both faces of each tooth. Note that the missing piece from the cylinder is further broken into two, with fragments of the larger piece missing, and contact damage at an isolated location on the smaller piece.

The nature of the damage to the rack gear suggests that wear may have been a factor, and that the damage was caused by multiple loading events rather that a single loading event.

Photo #10 shows the teeth on the sector gear on the pitman shaft. Two are sheared off at the root while the third shows contact damage on the face and crown. Photo #11 is another view of the damage. Photo #12 shows pieces of

teeth that were determined to have broken from the sector gear. Note that one of the two teeth is further broken into two pieces. Photos #13 and #14 show these pieces re-positioned on the sector gear.

It is interesting that two adjacent teeth on the sector gear are sheared, yet on the mating rack gear only one tooth is sheared off, and that is the center tooth. The tooth adjacent to the center is not sheared, however the cylindrical flange on the opposite side of the adjacent tooth is fractured. This damage pattern is inconsistent with damage expected from a single external impact to the system.

The fracture surface on the piece from the center tooth on the rack gear was examined with a scanning electron microscope (SEM). Photo #15 is a general view of the fracture surface at a magnification of 20X. Two distinctly different areas exist, separated by a ridge indicated with a red arrow in the photo. This suggests that two separate cracks were involved in the fracture process, most probably the result of two separate loading events. Photos #16 (at 100X) and #17 (at 500X) shows more details of the fracture surface. Visible in photo #17 is the classic dimple pattern associated with ductile shear fracture.

The interior of the gear housing shown in photo #1 was examined for debris. A clean strip of filter paper was used to swipe the interior in an area where numerous fine particles were discovered. Photo #18, taken through the lens of an optical microscope, shows the oil and fine particles collected on the filter paper. These were inserted into the chamber of the SEM and analyzed using energy dispersive x-ray spectroscopy (EDS).

Photo #19 is an SEM photo at a magnification of about 50X. The bright spotty particles visible in the photo are metal particles. The fibers are from the filter paper. One particle marked EDS1 in photo #19 is about 0.016 inches long and about 0.008 inches wide. This is by far the largest metal particle in the photo. Photo #20 shows the EDS spectrum generated by the particle. The only significant peaks on the spectrum are from iron (Fe). The small silicon (Si) peak is not significant. This result shows that the piece of metal is wear debris from steel, which is predominantly iron.

The area enclosed by the yellow square and marked EDS2 in photo #19 was analyzing by scanned the entire area. Photo #21 shows the resulting EDS spectrum. Since scanning the entire area generates characteristic x-rays from each of the numerous tiny particles within the area, the spectrum gives the chemistry of all particles present. As can be seen in photo #21, the only significant peak on the spectrum is iron (Fe). The large peak on the left end of the spectrum, not labeled, is a carbon peak resulting mostly from the filter paper

with a smaller contribution from oil. These small particles are wear debris from steel parts.

The results of the EDS analysis show conclusively that there was a significant amount of wear debris from steel components in the gear housing.

Inspection of the Vehicle.

The subject vehicle was inspected on two occasions at Salem Brothers Auto. Photo #22 is a general view of the subject vehicle. Photo #23 and #24, taken after the steering gear box had been removed, show the steering linkage with the tie rod ends still attached to the spindle arms. Inspection of the linkage showed no evidence of damage.

The driver's side tie rod end was disconnected from the spindle arm. The spindle is shown in photos #25 and #26. There is no damage to the cast iron spindle arm. The bore in the arm was inspected and the diameter measured in two perpendicular directions and found to be circular. Photo #27 shows the top surface of the spindle arm, while photo #28 shows the bottom surface. The bore is undistorted.

Photo #29 is a view of the driver's side tie rod end, while photo #30 is a closer view of the pin. This pin is not damaged.

CONCLUSIONS

Inspection of the steering linkage on the subject vehicle showed no evidence of any distortion or damage to any of the component parts. These components are the only direct connection to the pitman arm and shaft. Any external impact force to the front end of the vehicle, if transmitted to the gears internal to the steering gear box, would necessarily travel through the steering linkage. If such force was of sufficient magnitude to cause ductile shear fracture of steering gear teeth, component parts of the steering linkage such as the tie rod ends, spindle arm or the splined end of the pitman shaft would, in terms of reasonable scientific probability, also show evidence of distortion and mechanical damage.

Inspection of the fractured teeth on the steering gear showed conclusive evidence that the dominant fracture mode was ductile shear. The nature of the damage to the fractured teeth indicates that multiple force applications caused the damage. The damage is inconsistent with what would be expected from the application of a single impact force.

Evidence of wear was found, but there was no evidence of metal fatigue.

Absent any evidence that an externally applied force acted on the steering system, the alternative explanation for the force that caused the observed steering gear damage is a force generated internally in the power assisted steering system.

30655

Photo Sheet

Photo #1 (See Text)

Photo #2 (See Text)

Photo Sheet

Photo #3 (See Text)

Photo #4 (See Text)

Photo Sheet

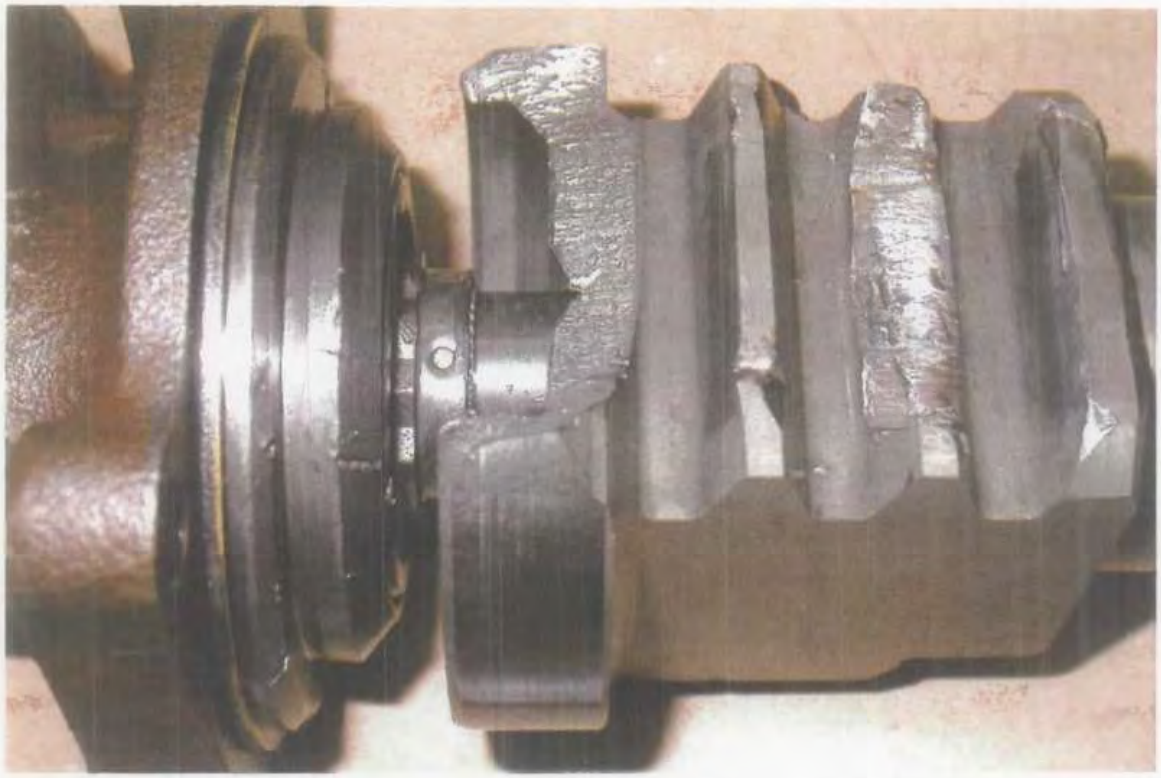

Photo #5 (See Text)

Photo #6 (See Text)

Photo Sheet

Photo #7 (See Text)

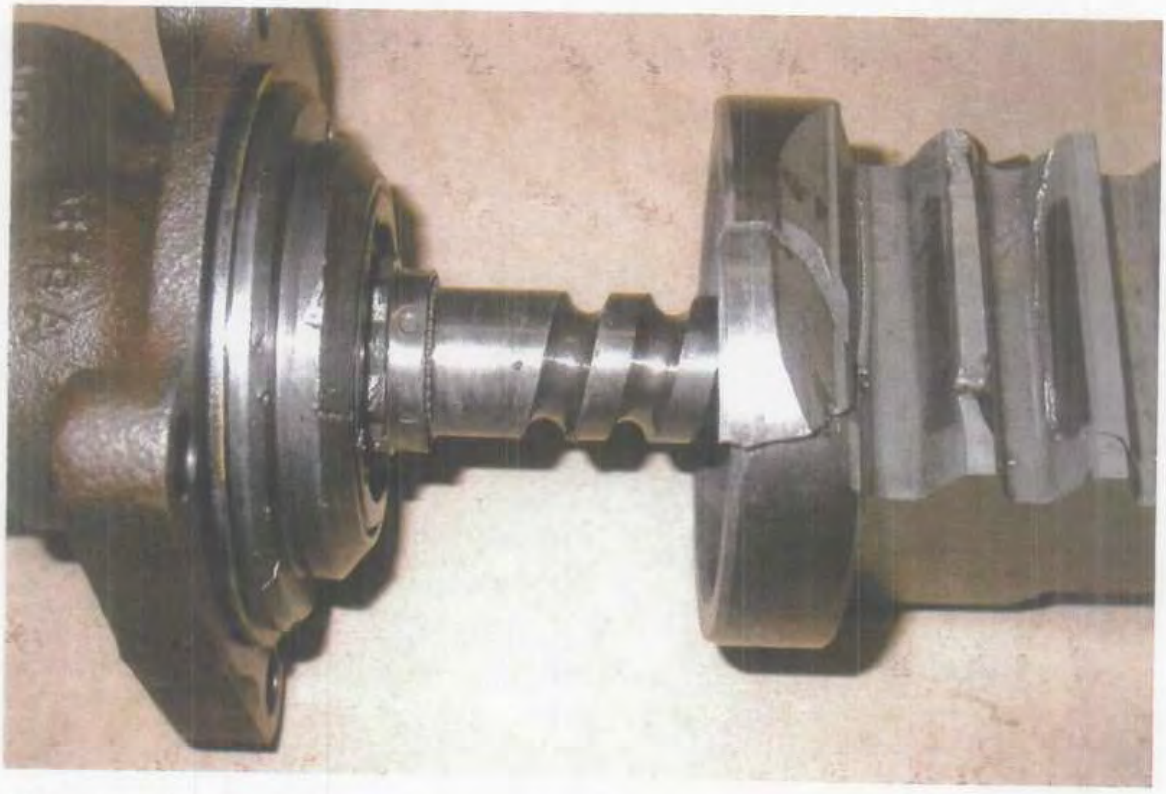

Photo #8 (See Text)

Photo Sheet

Photo #9 (See Text)

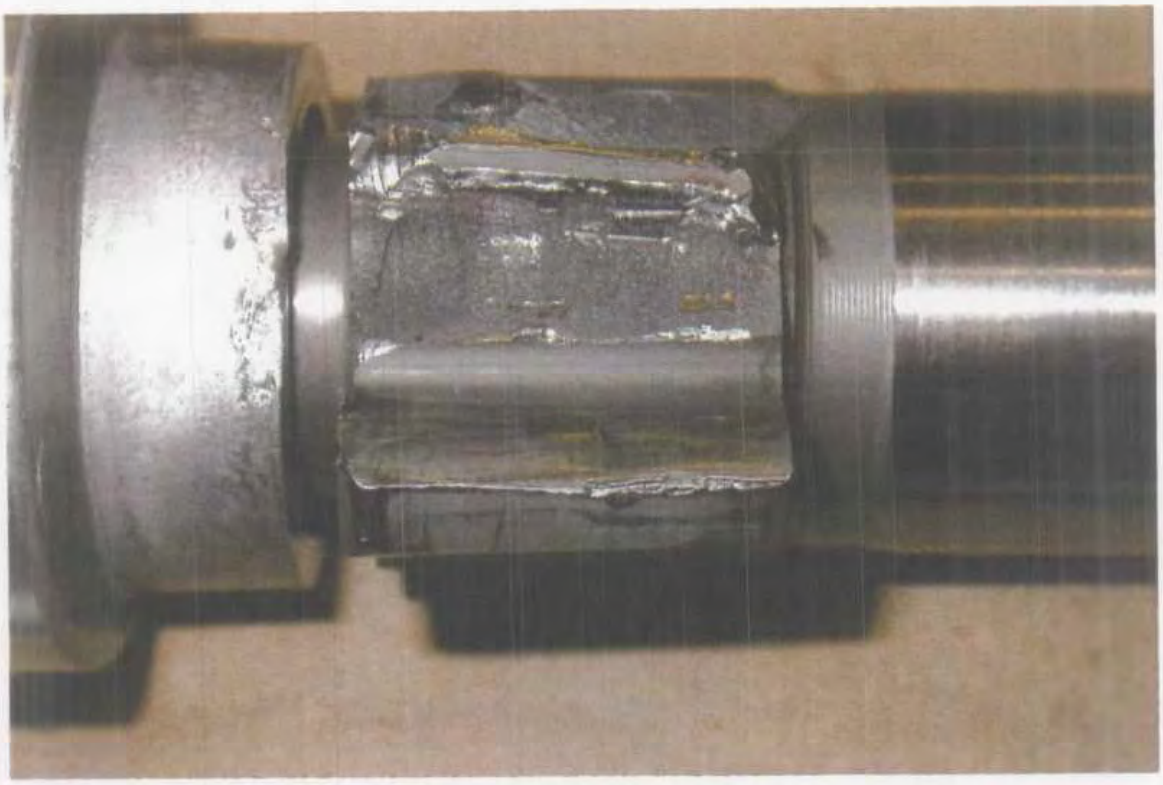

Photo #10 (See Text)

Photo Sheet

Photo #11 (See Text)

Photo #12 (See Text)

Photo Sheet

Photo #13 (See Text)

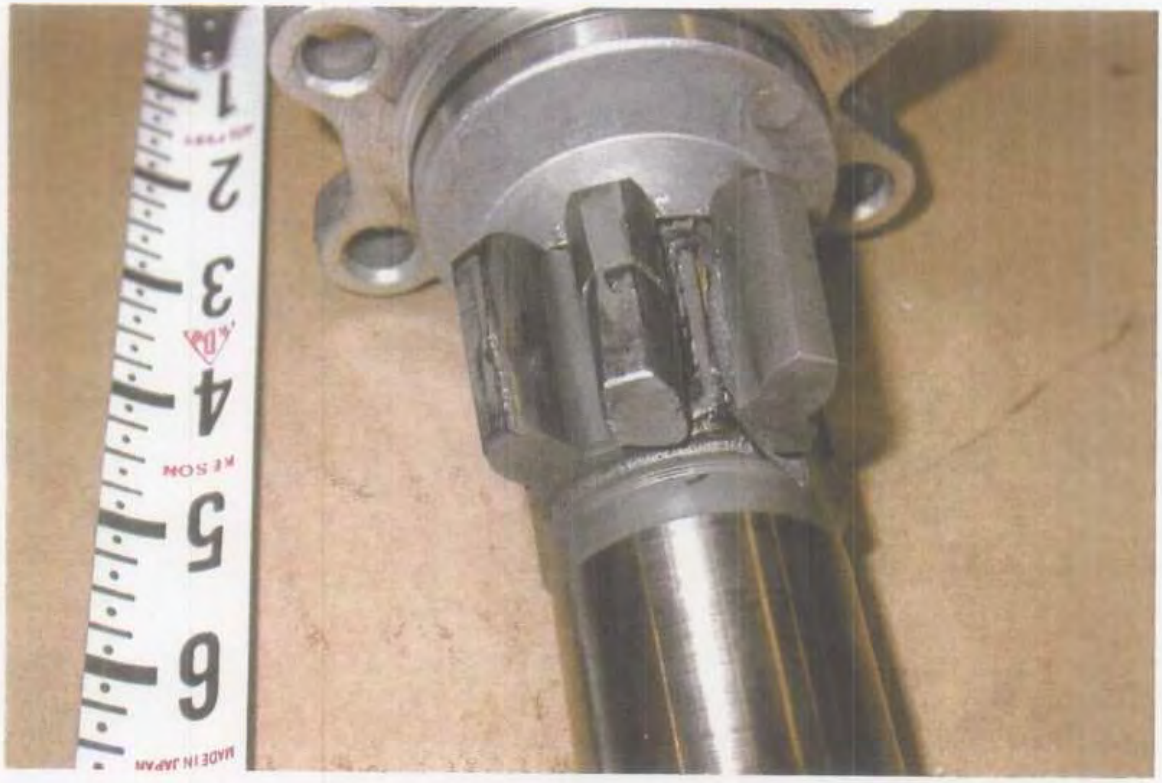

Photo #14 (See Text)

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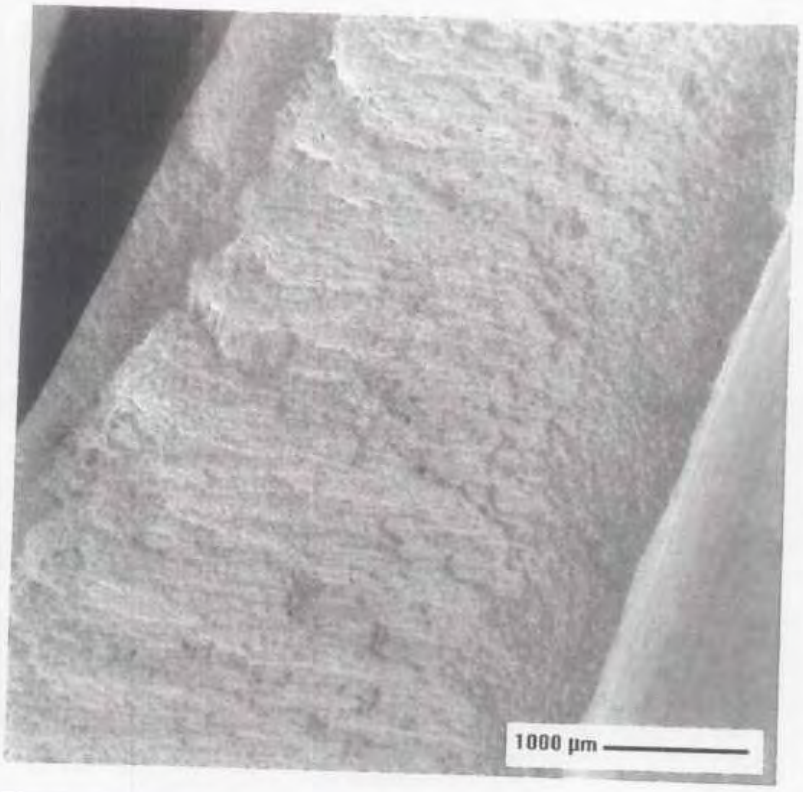

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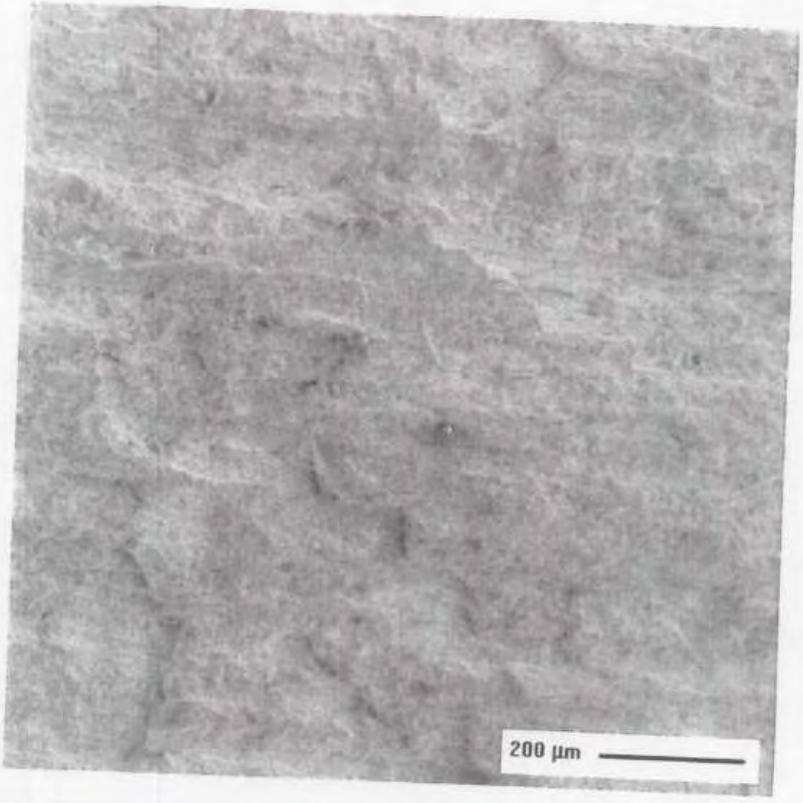


Photo #16 (See Text)

Photo Sheet

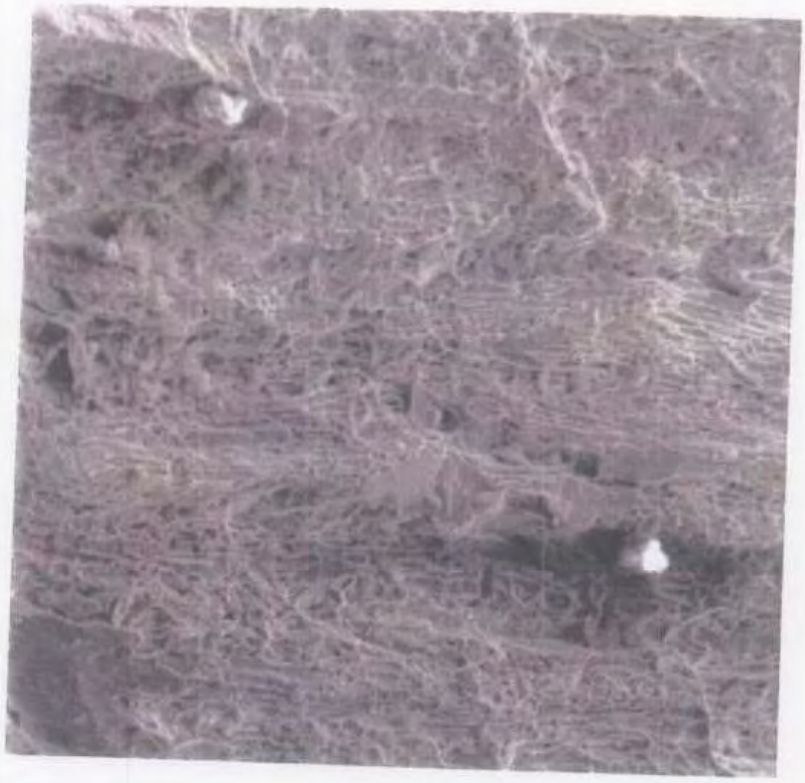
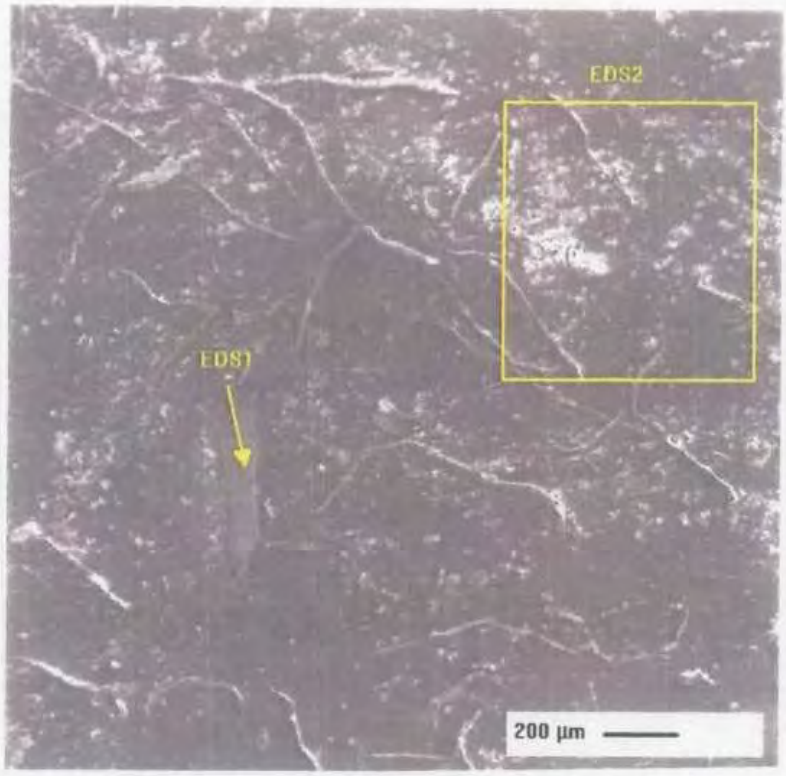


Photo #17 (See Text)

Photo #18 (See Text)

Photo Sheet



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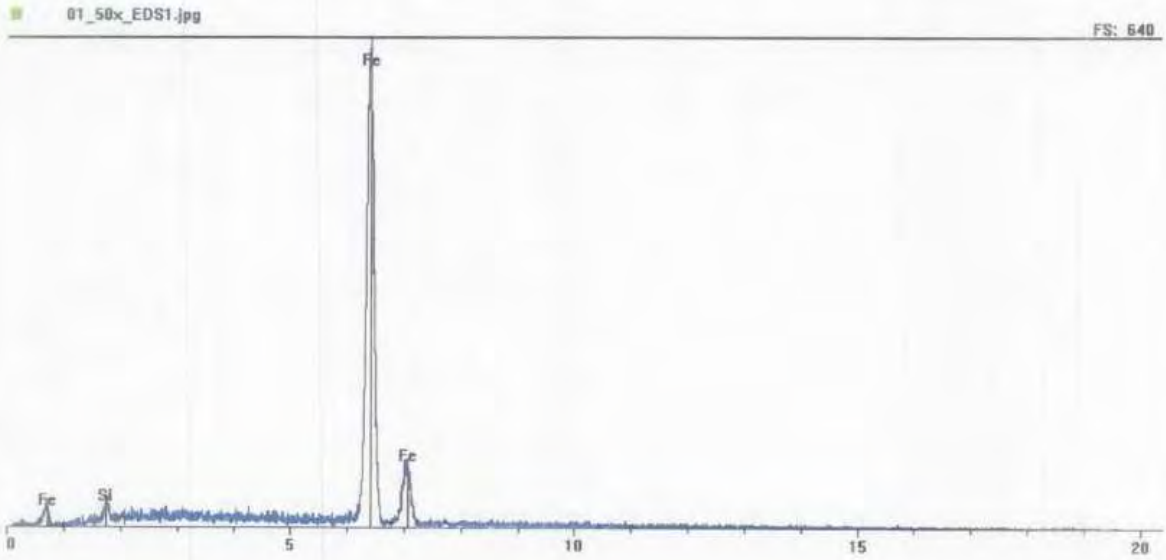


Photo #20 (See Text)

Photo Sheet

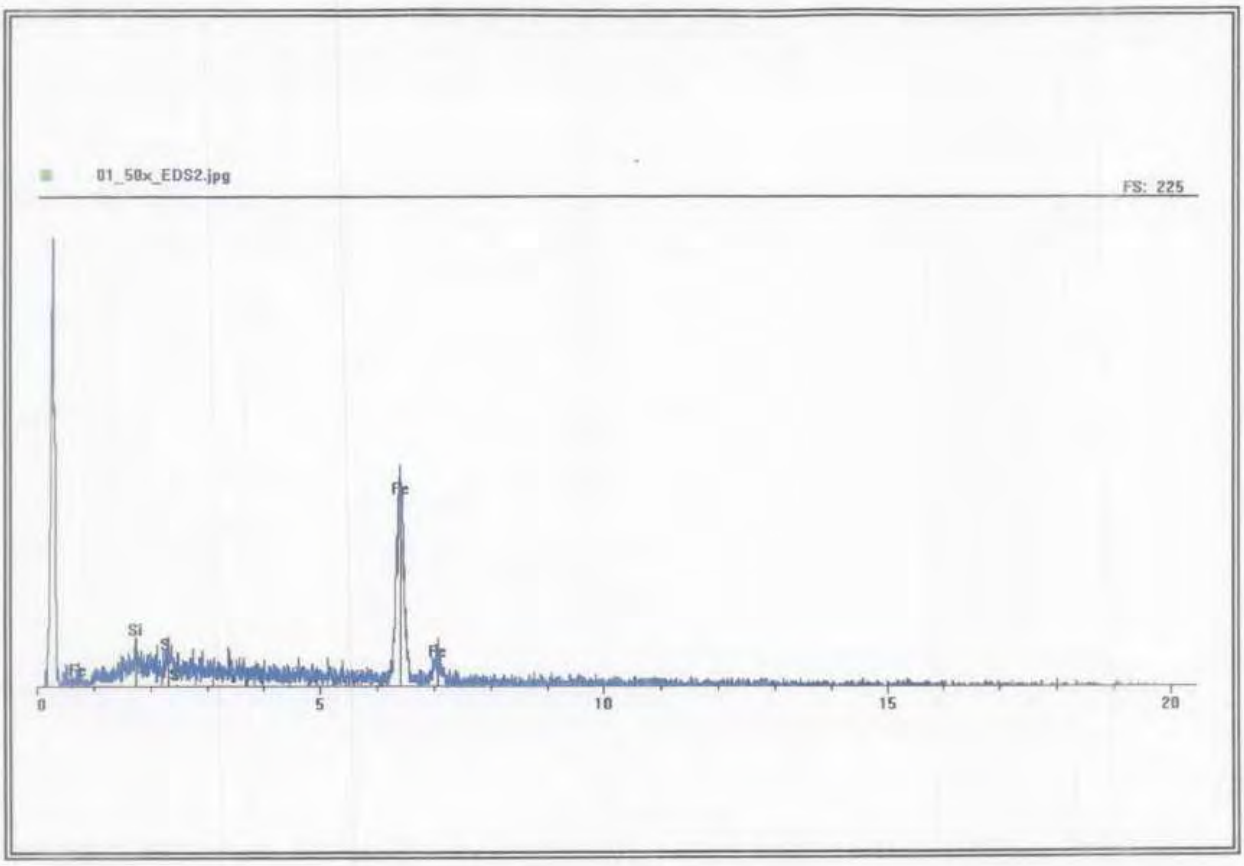


Photo #21 (See Text)

Photo #22 (See Text)

Photo Sheet

Photo #23 (See Text)

Photo #24 (See Text)

Photo Sheet

Photo #25 (See Text)

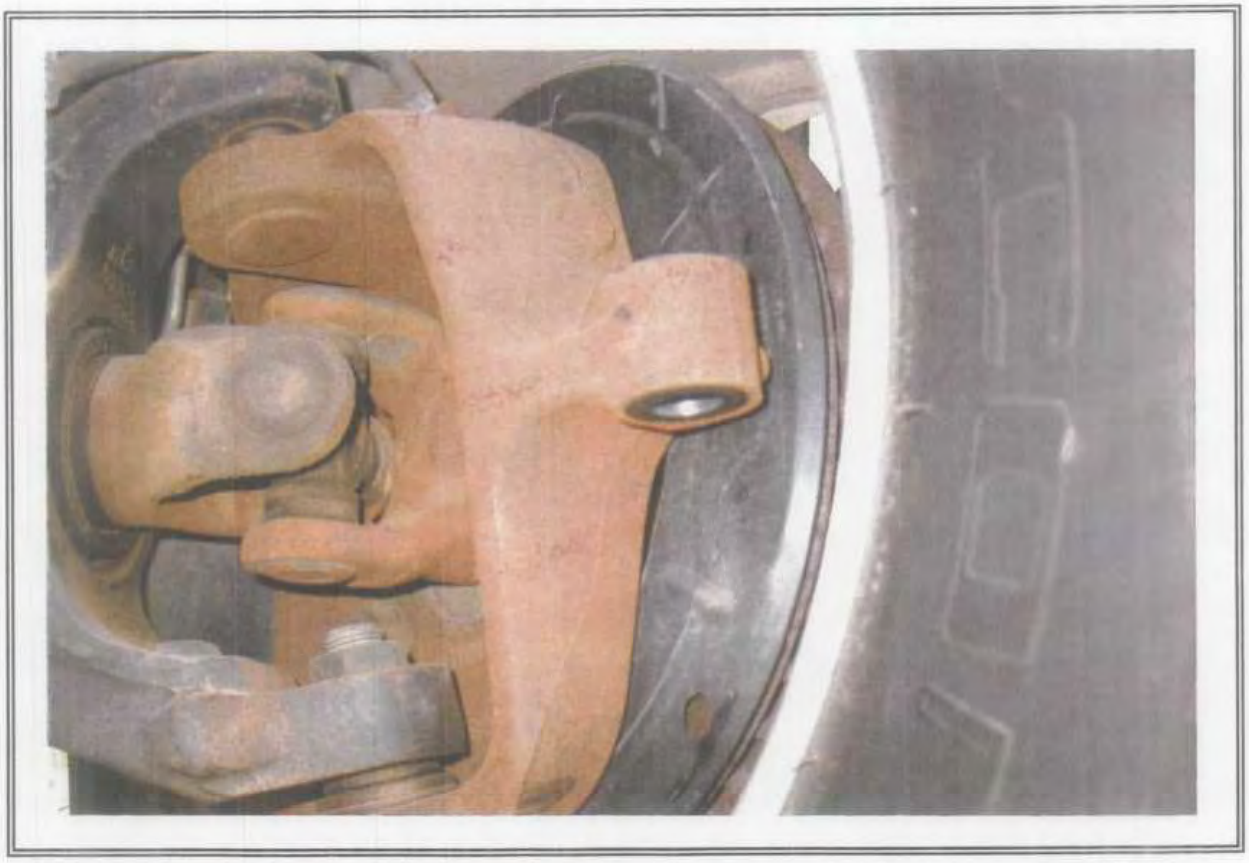


Photo #26 (See Text)

Photo Sheet

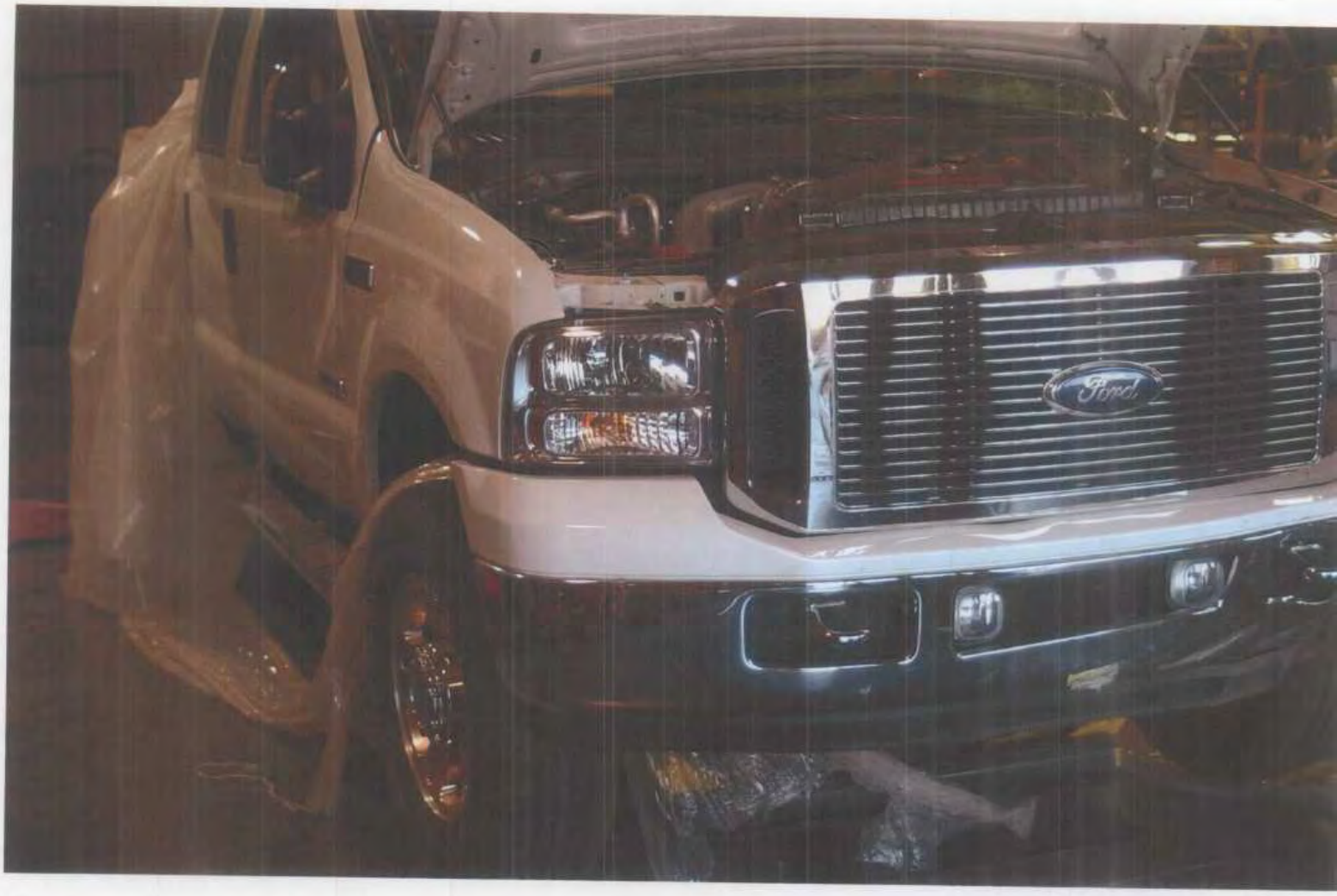
Photo #27 (See Text)

Photo #28 (See Text)

Photo Sheet

Photo #29 (See Text)

Photo #30 (See Text)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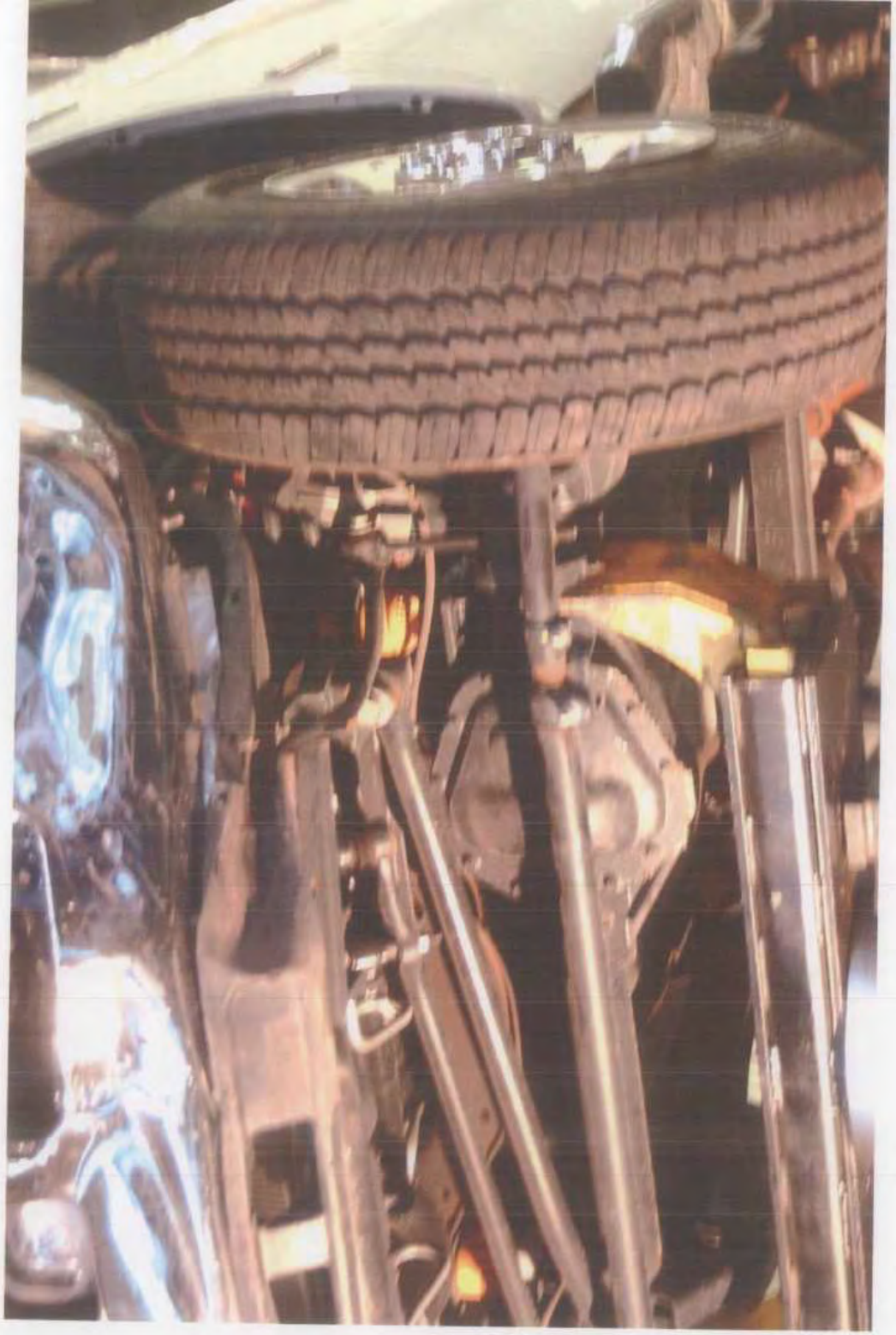

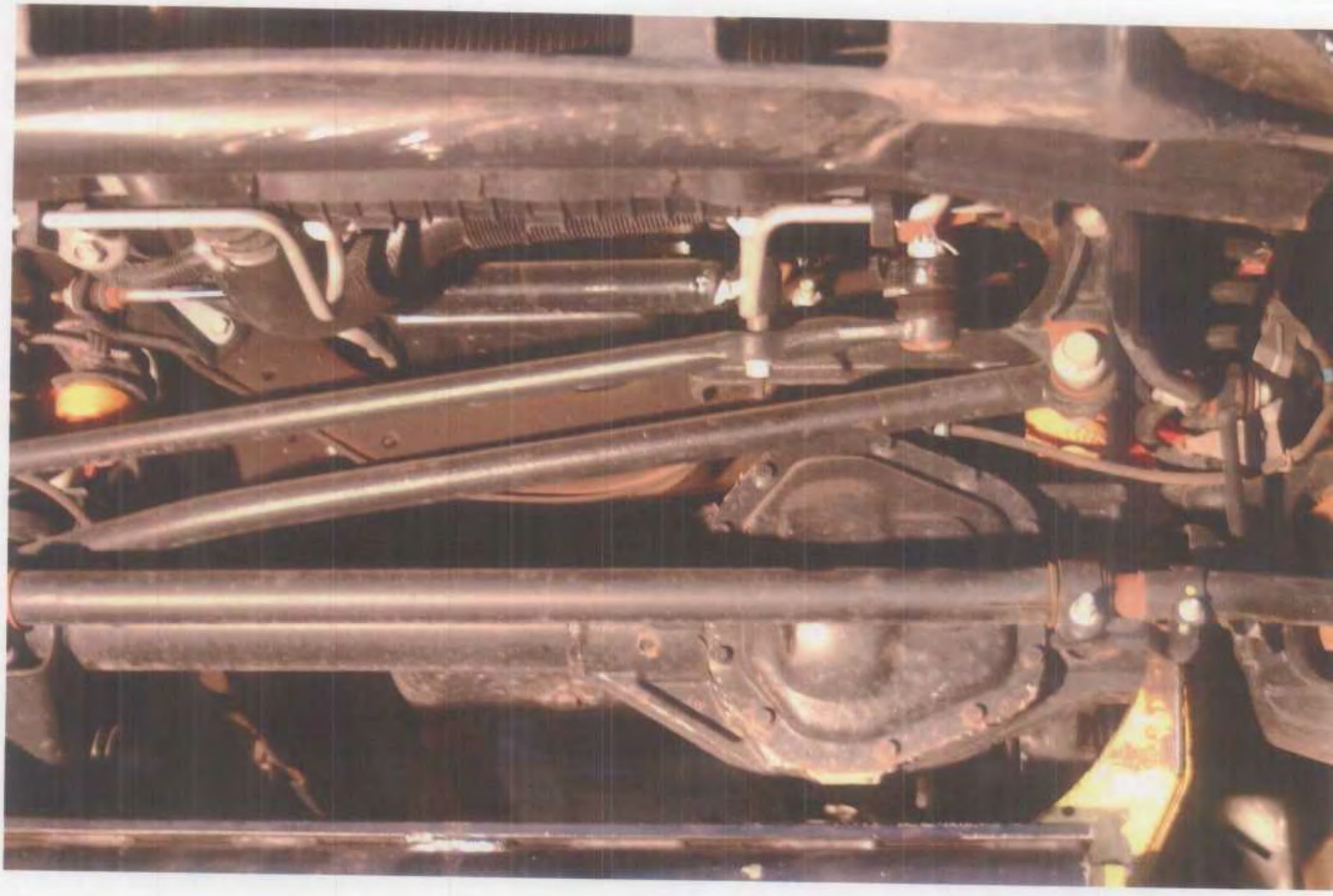

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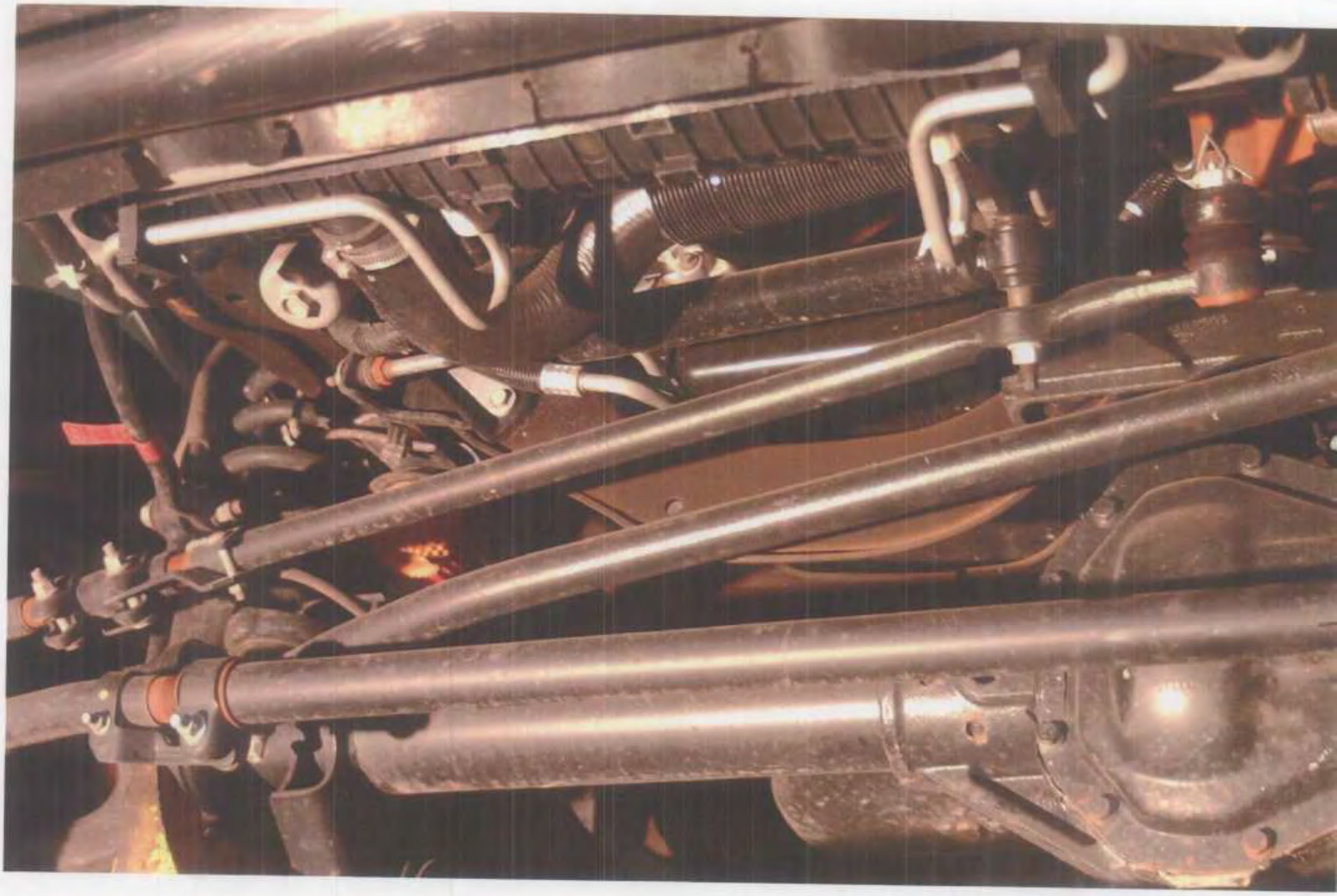

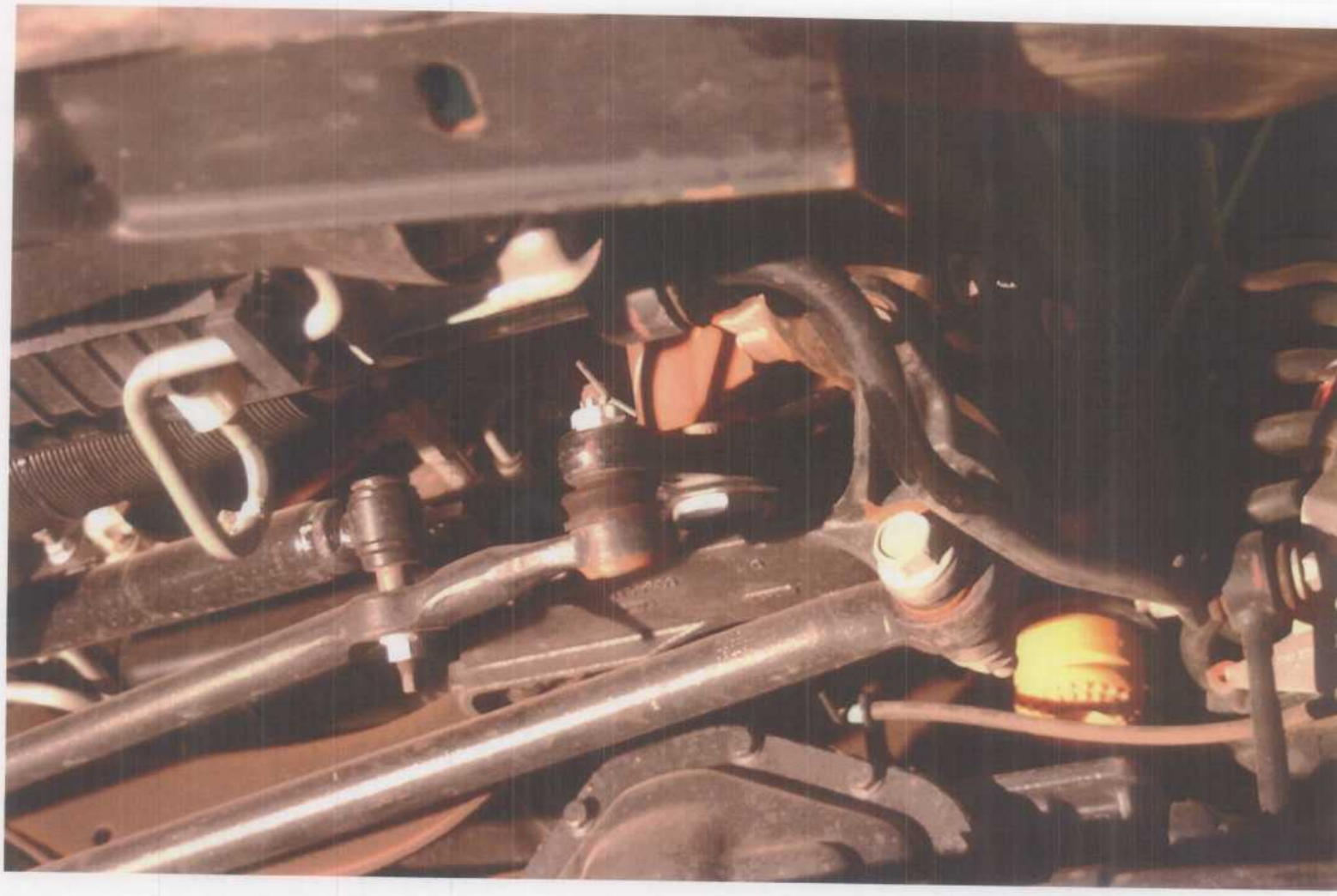

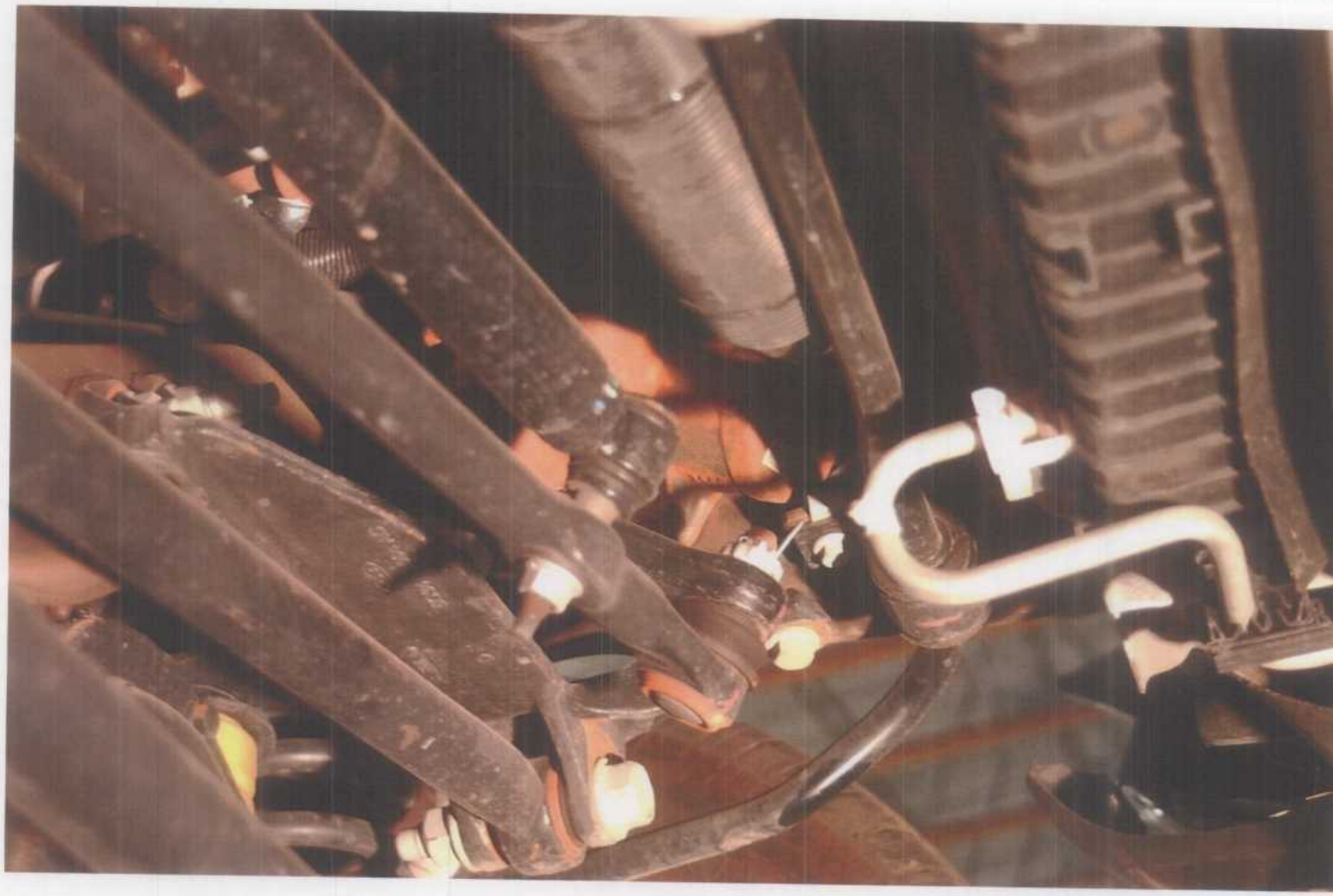

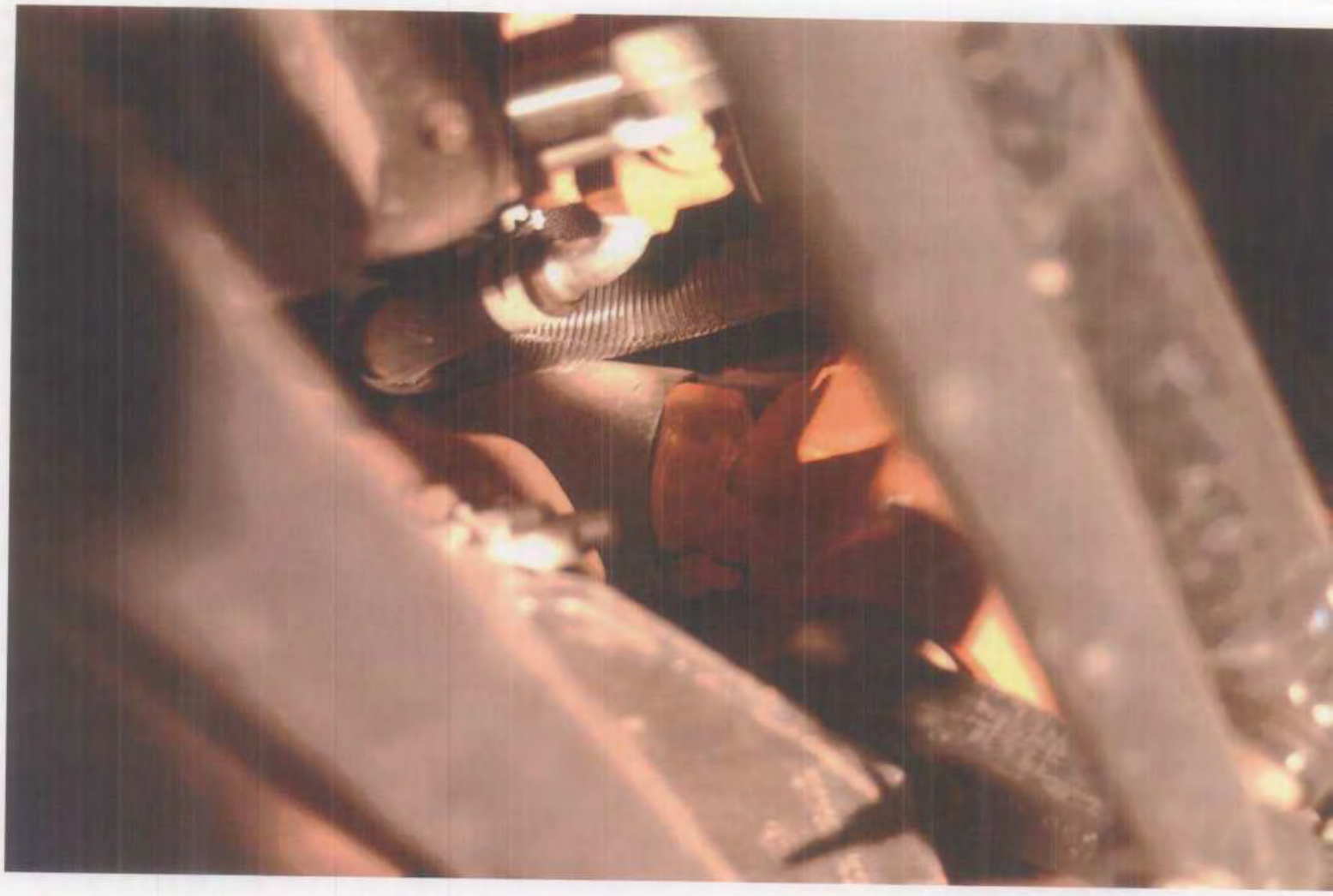

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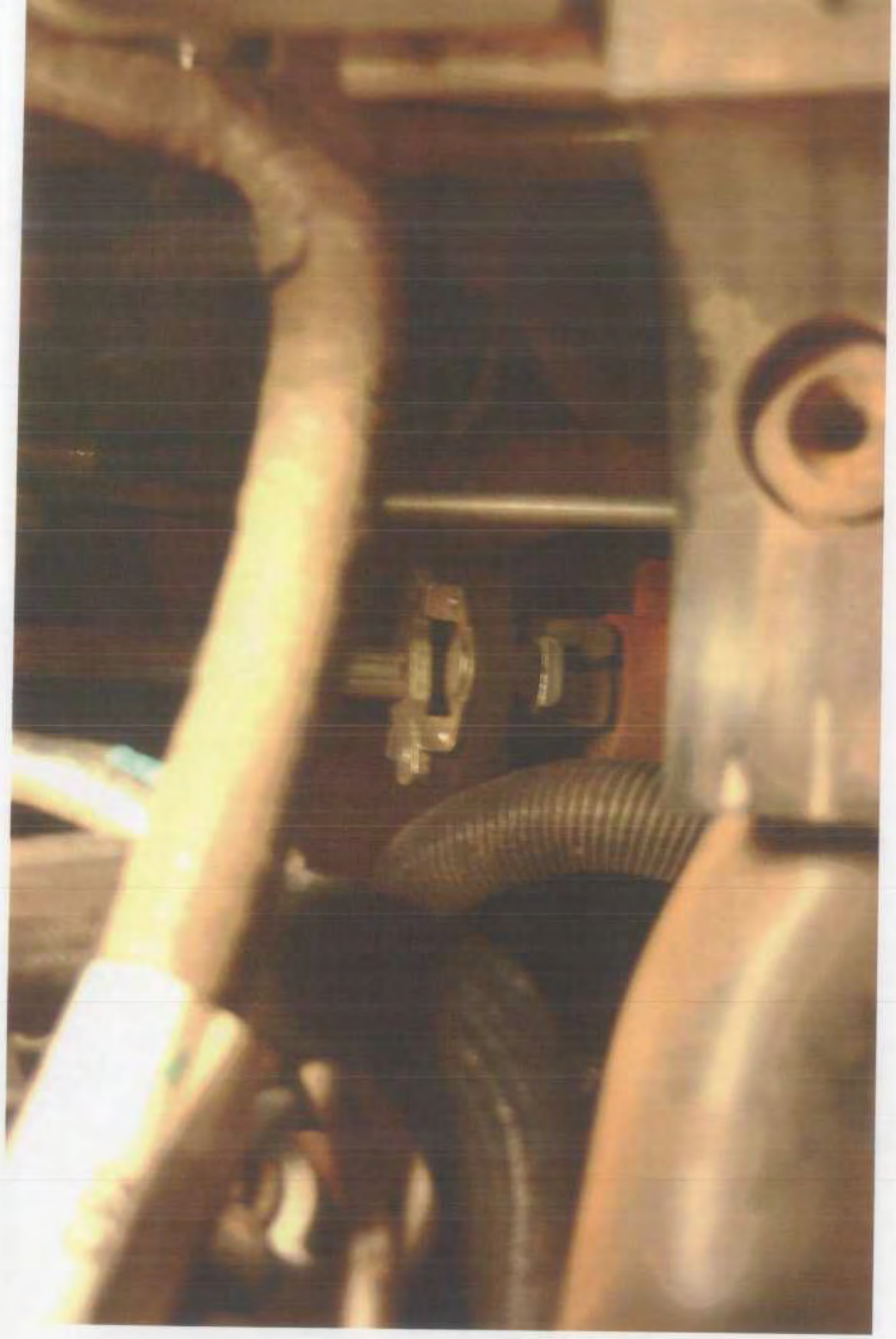

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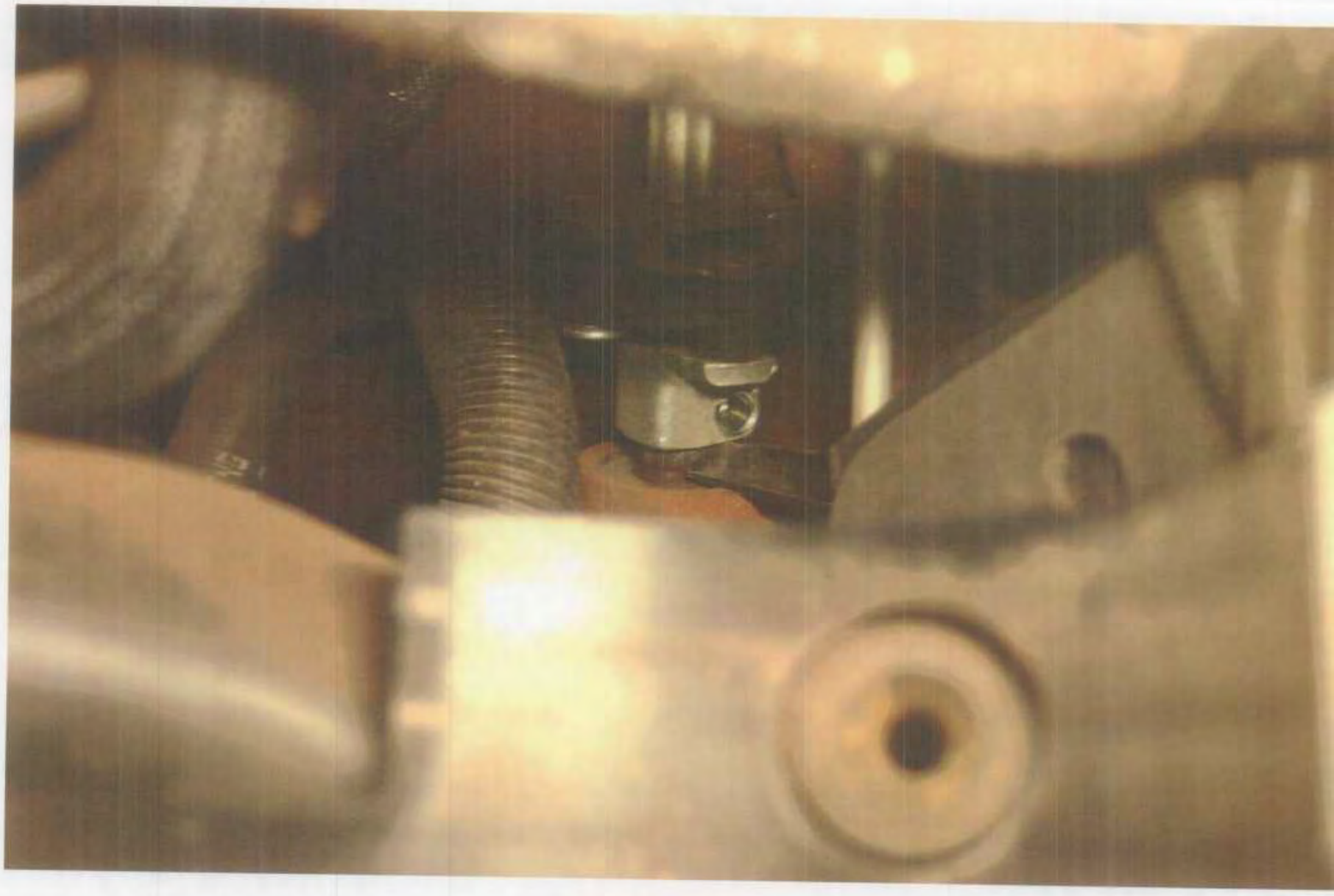

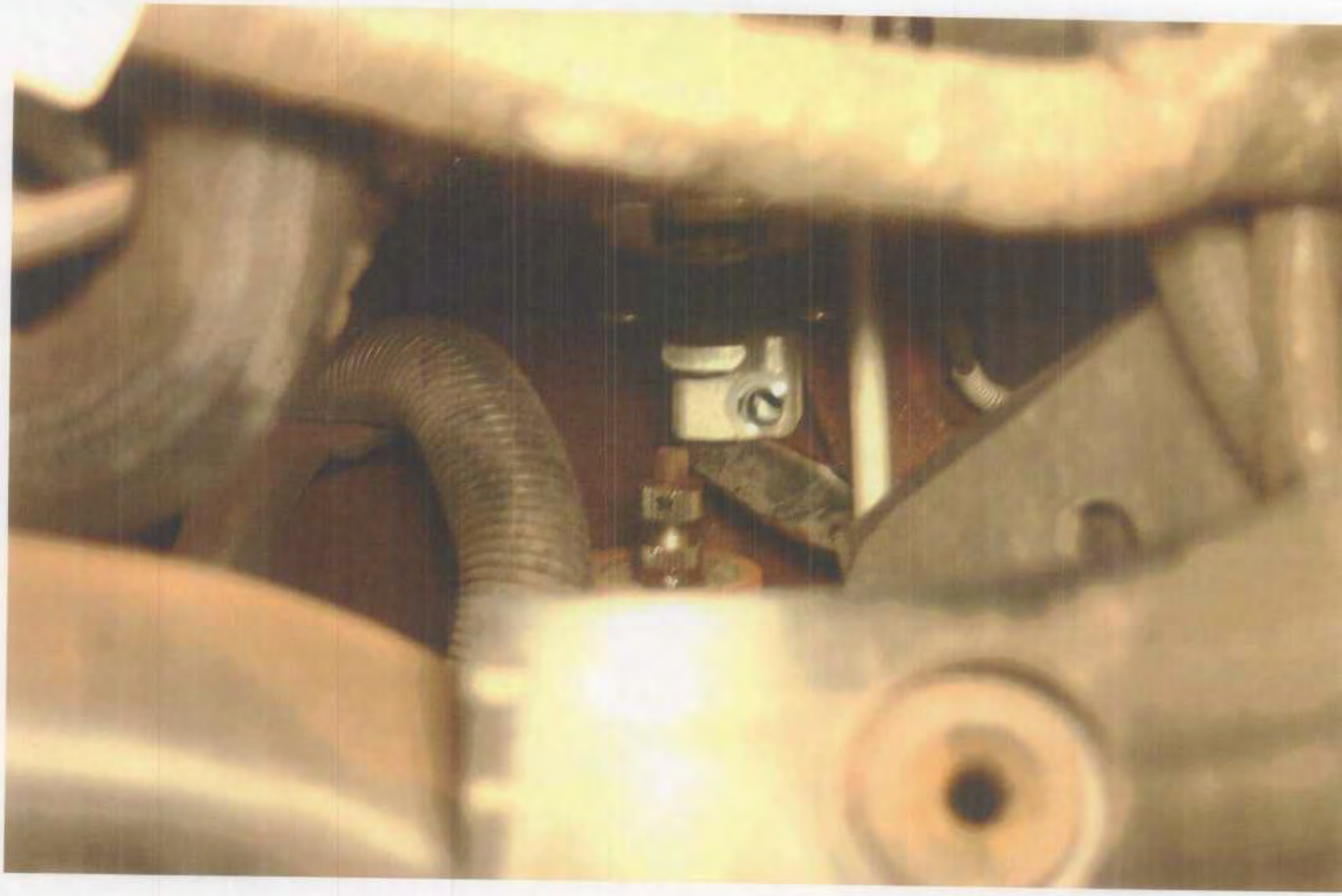

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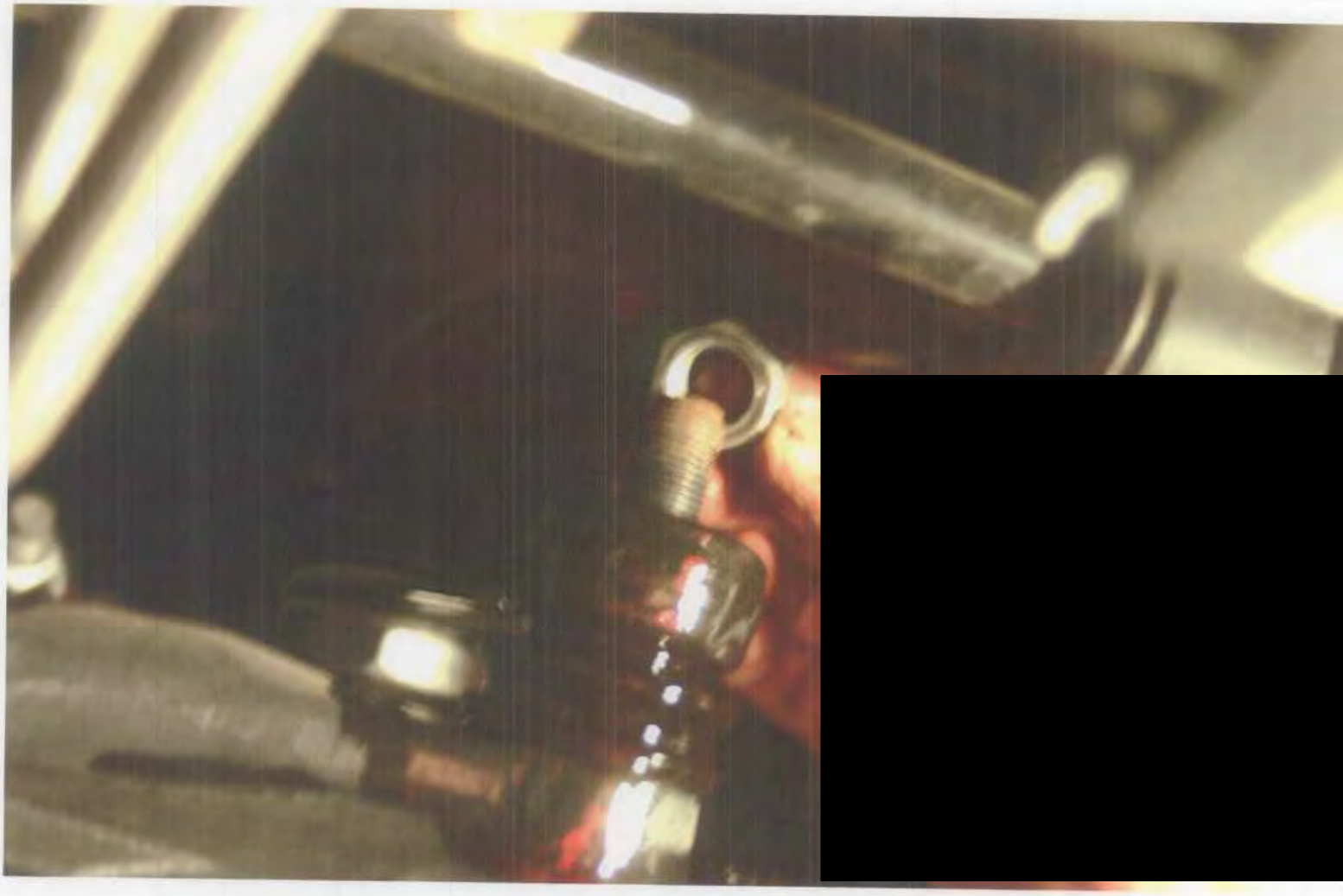

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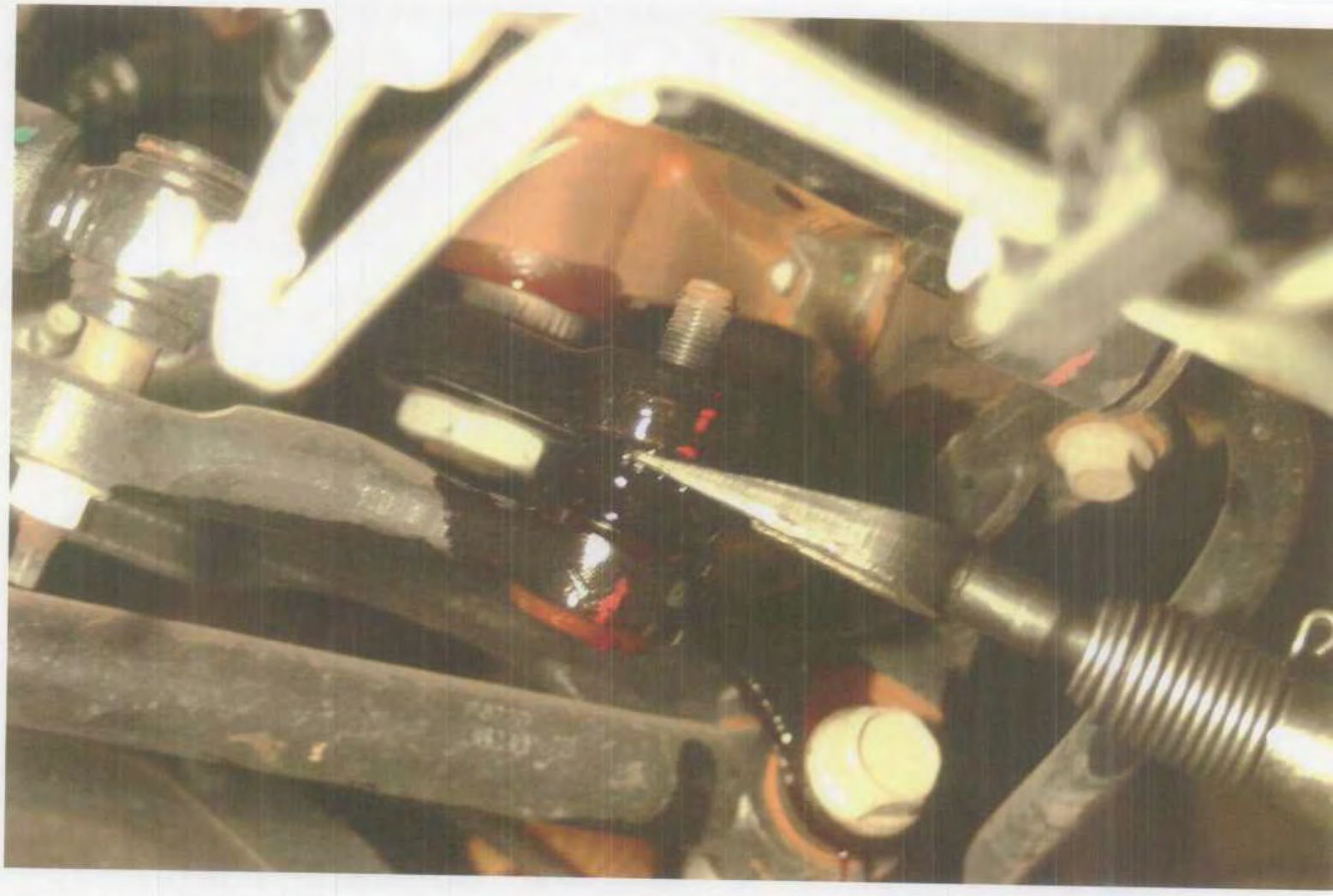

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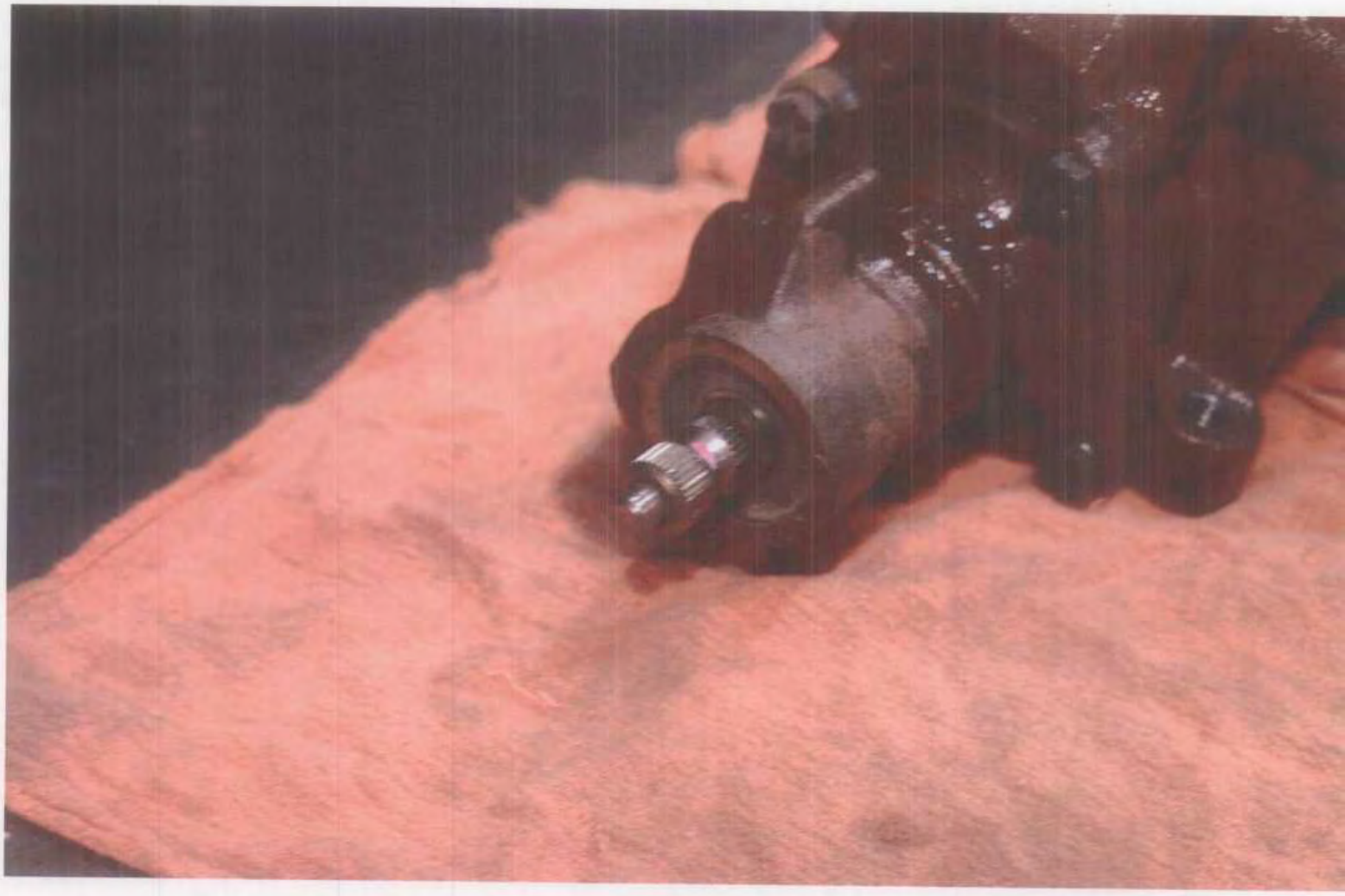

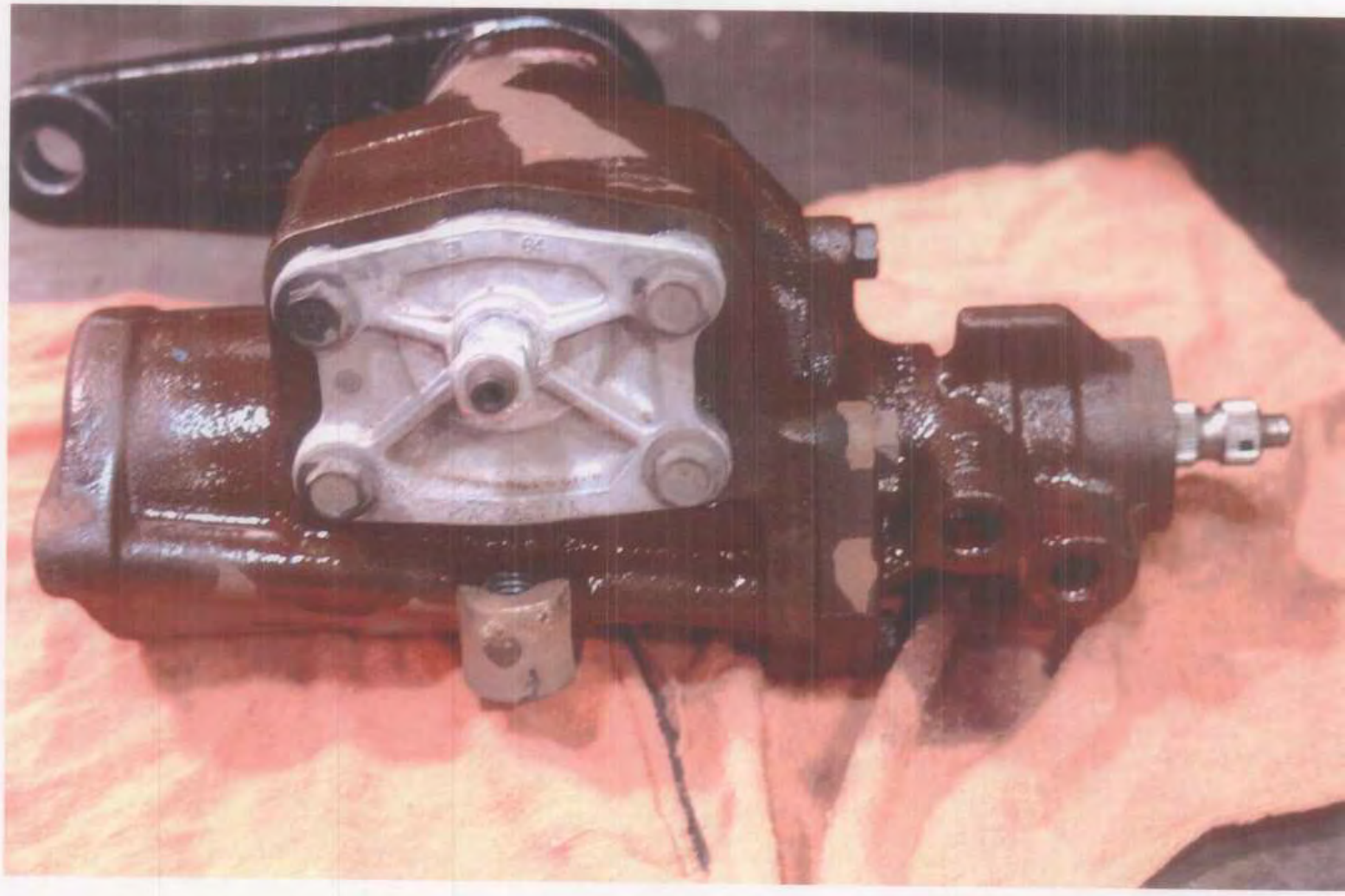

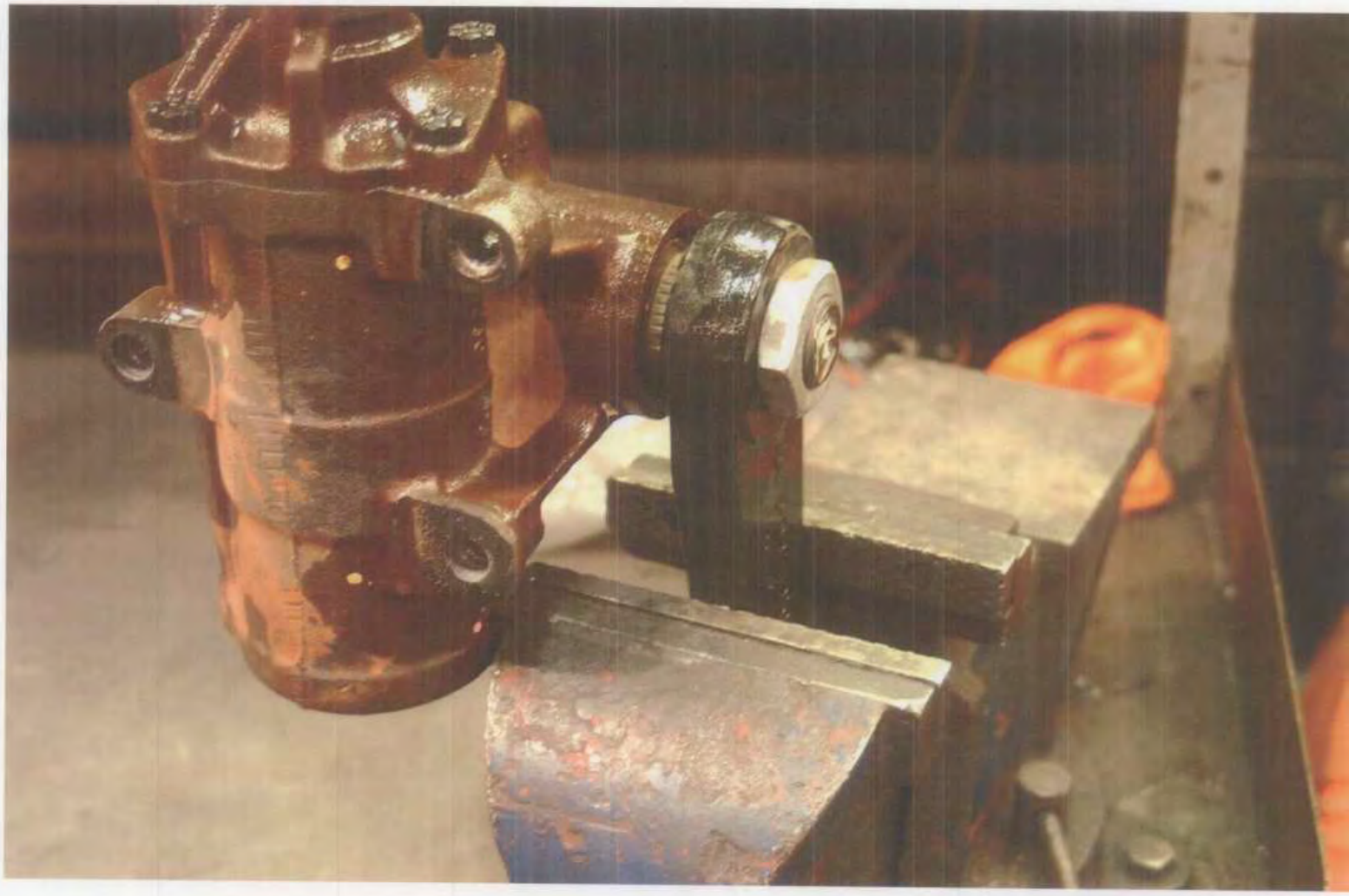

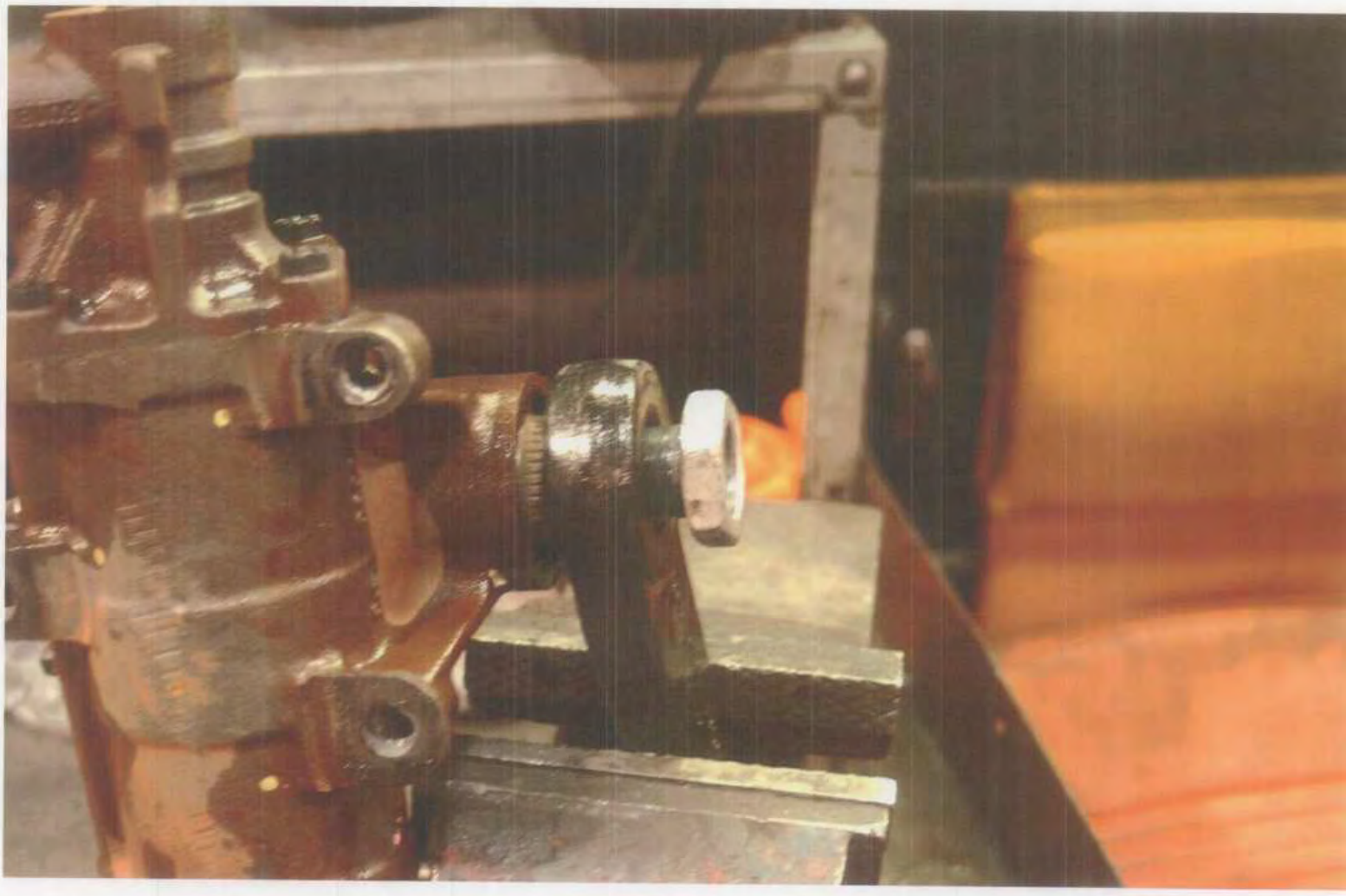

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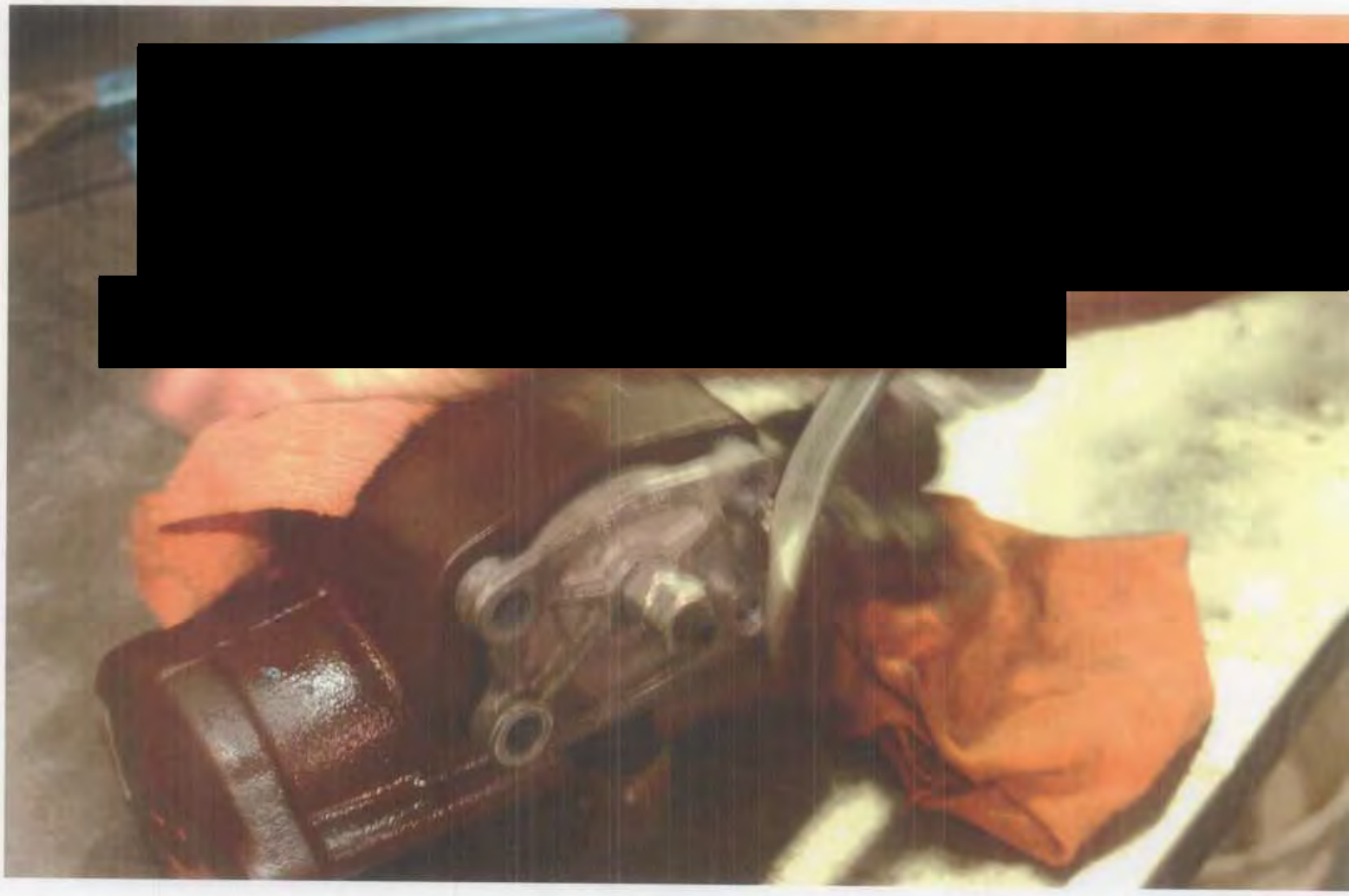

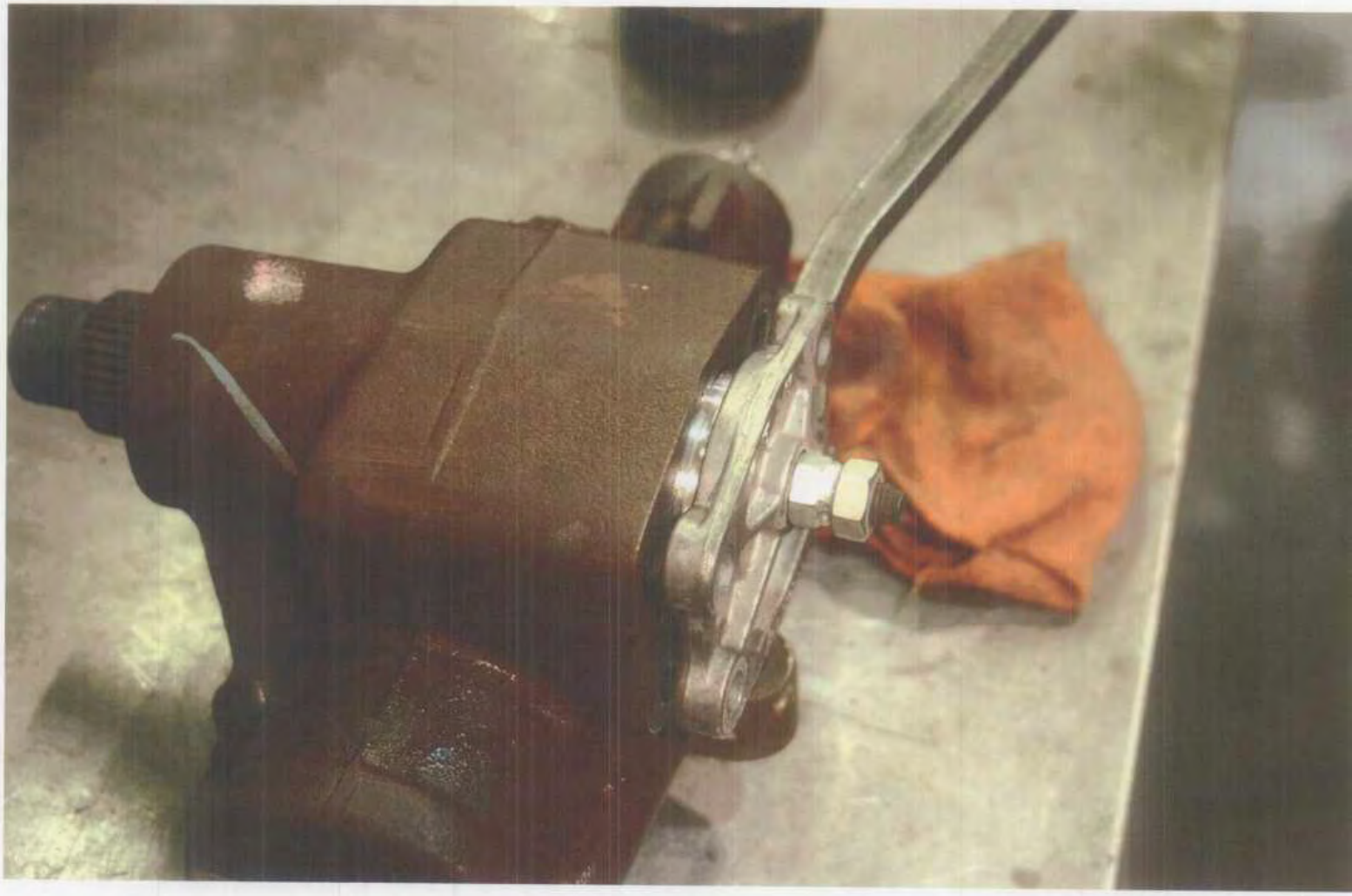

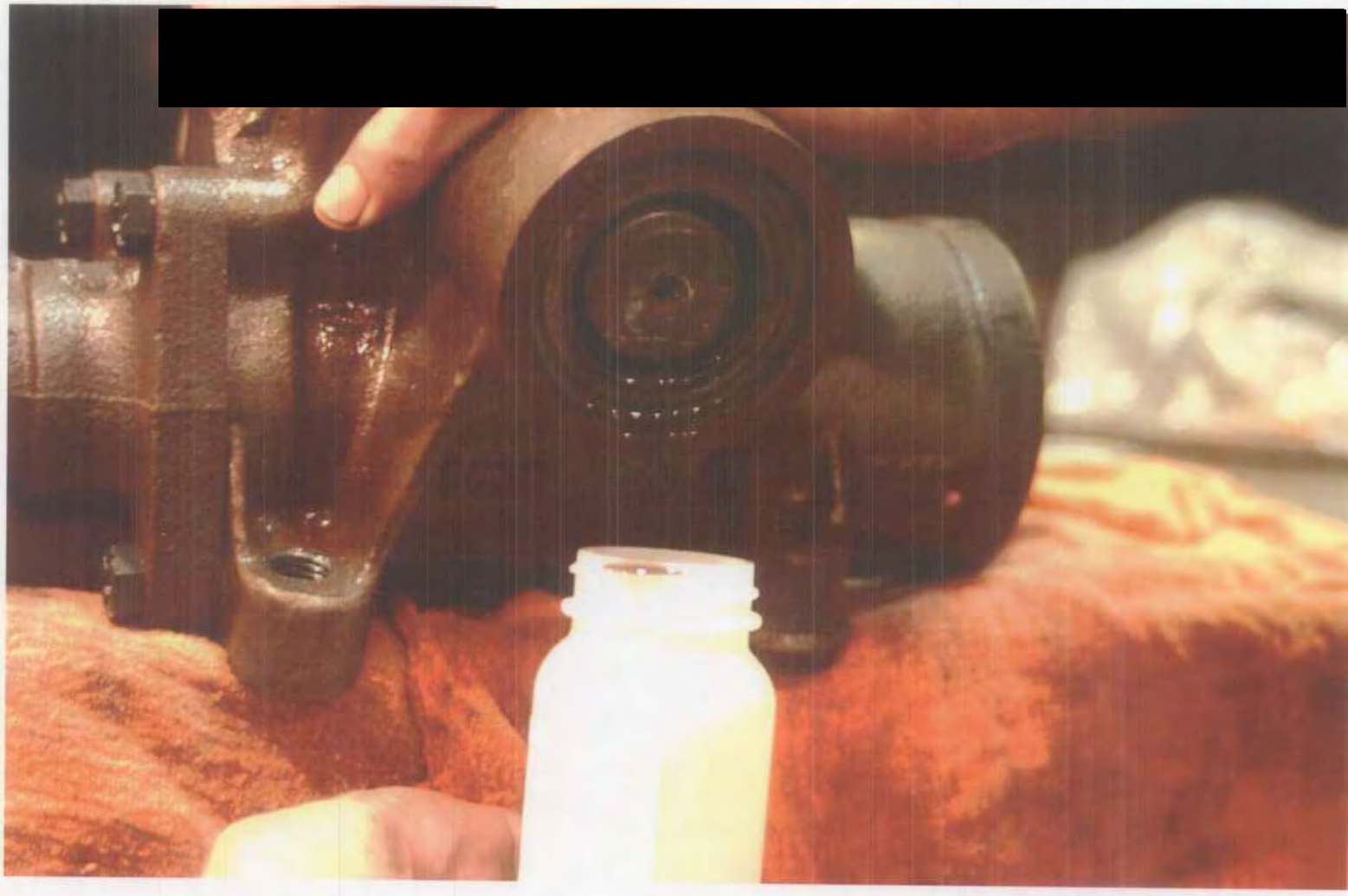

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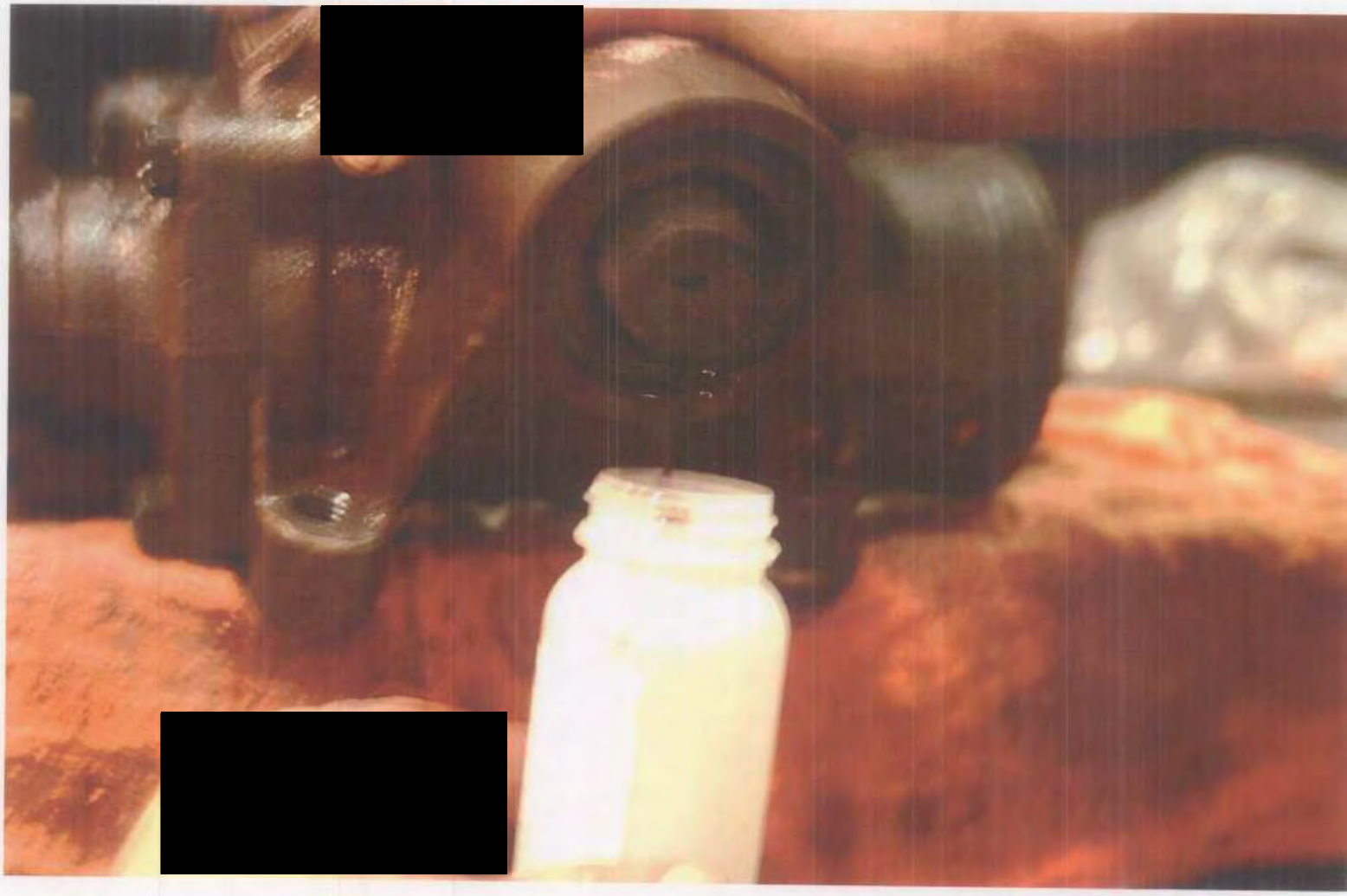

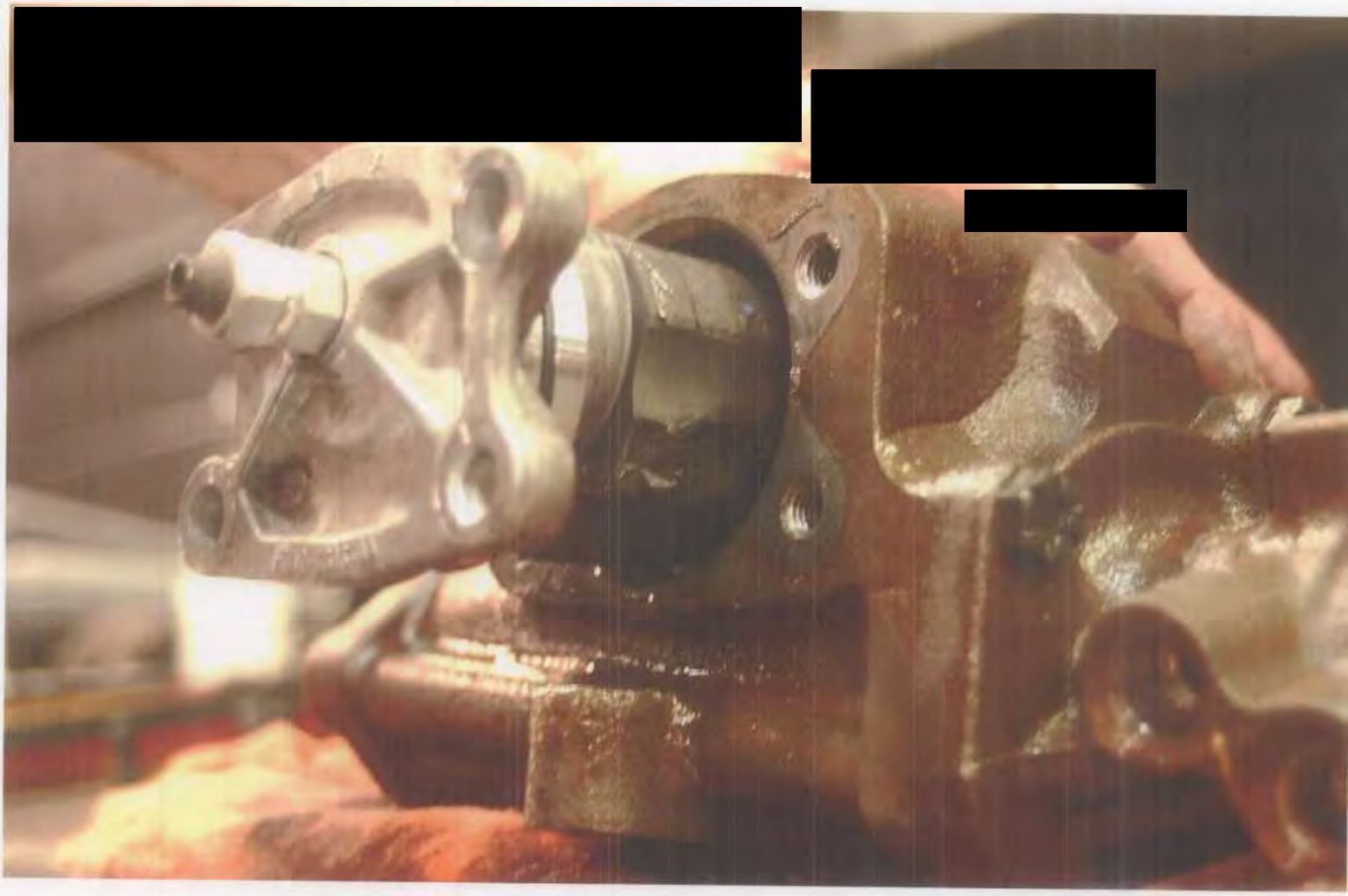

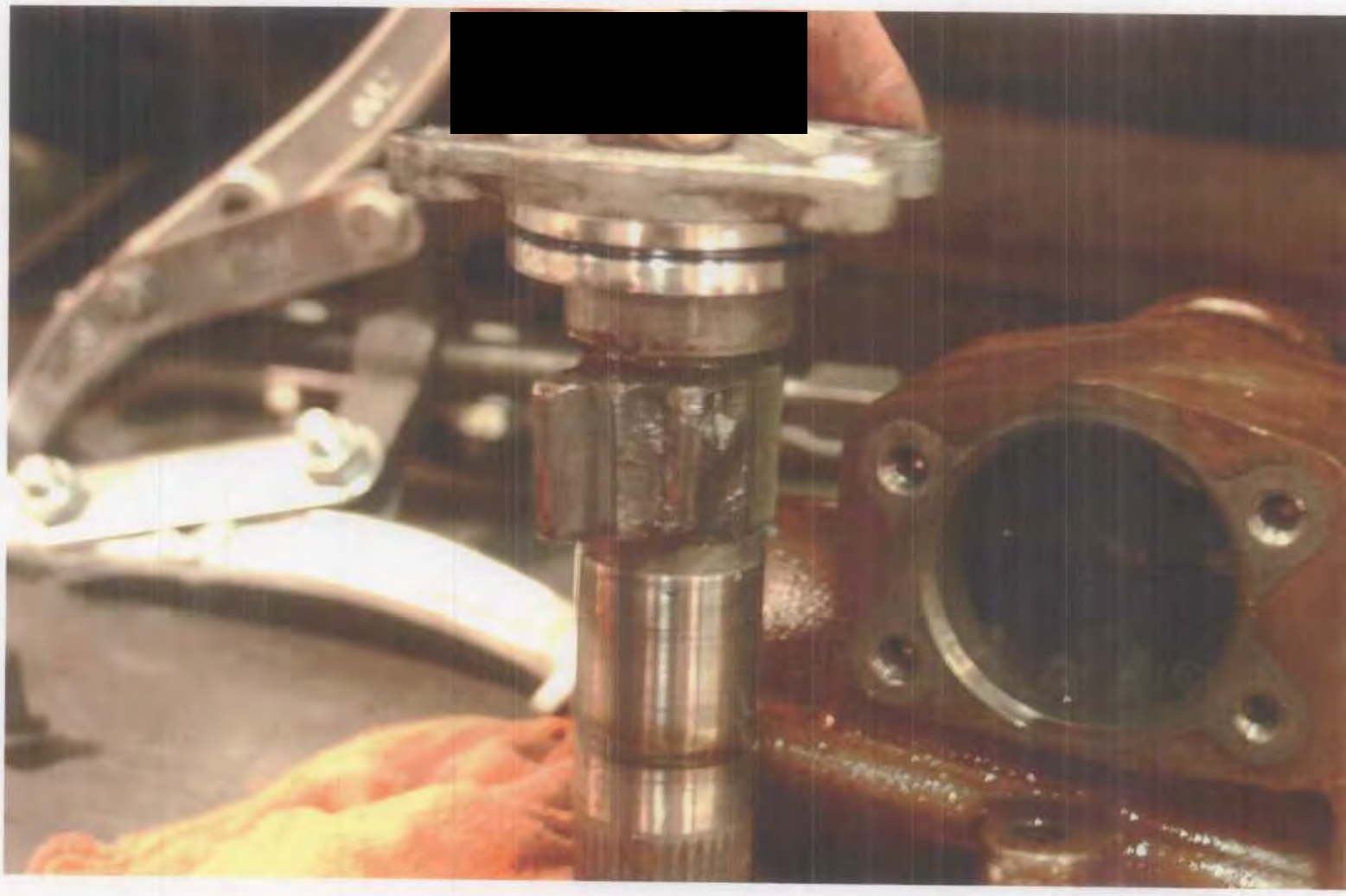

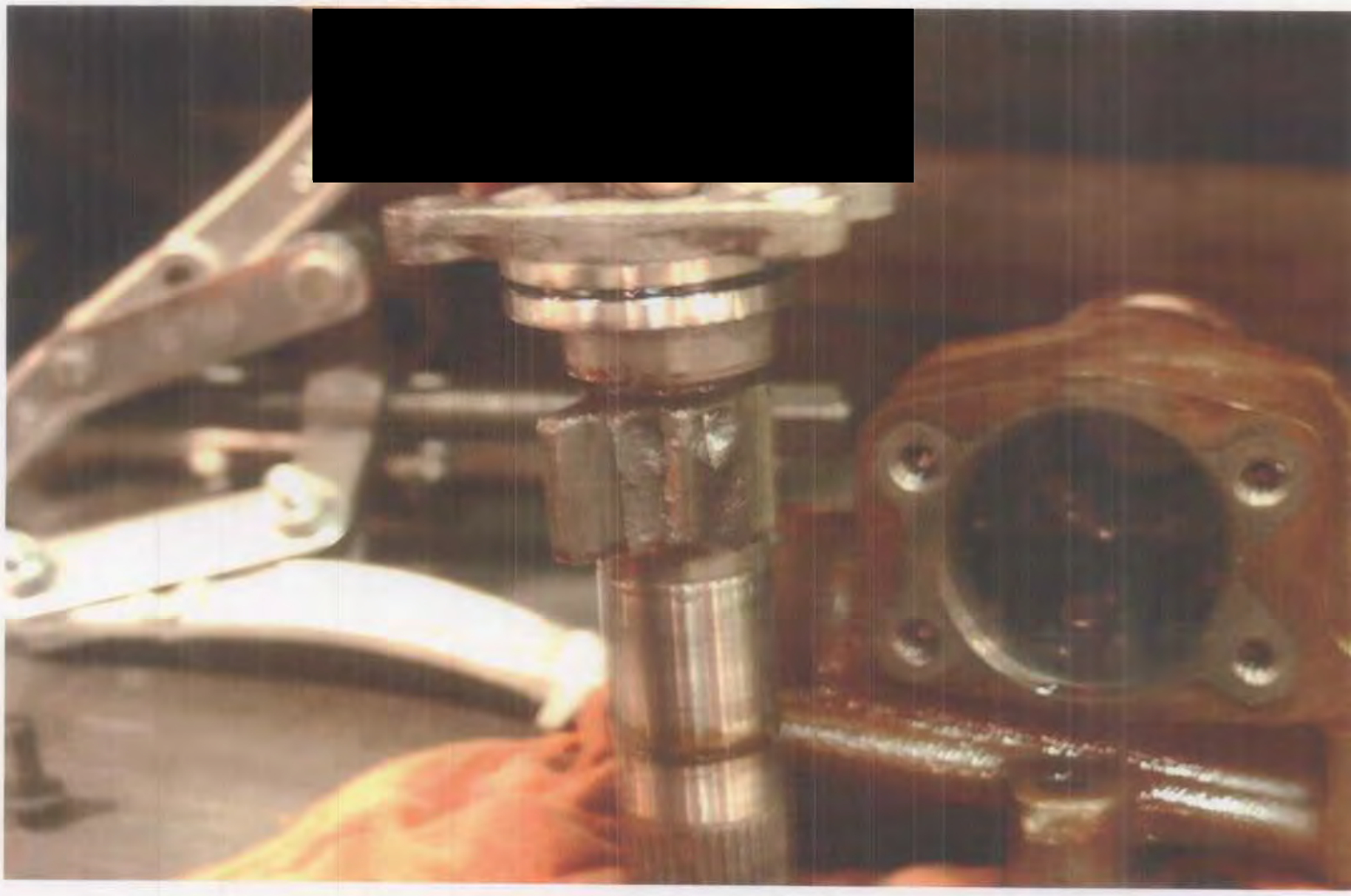

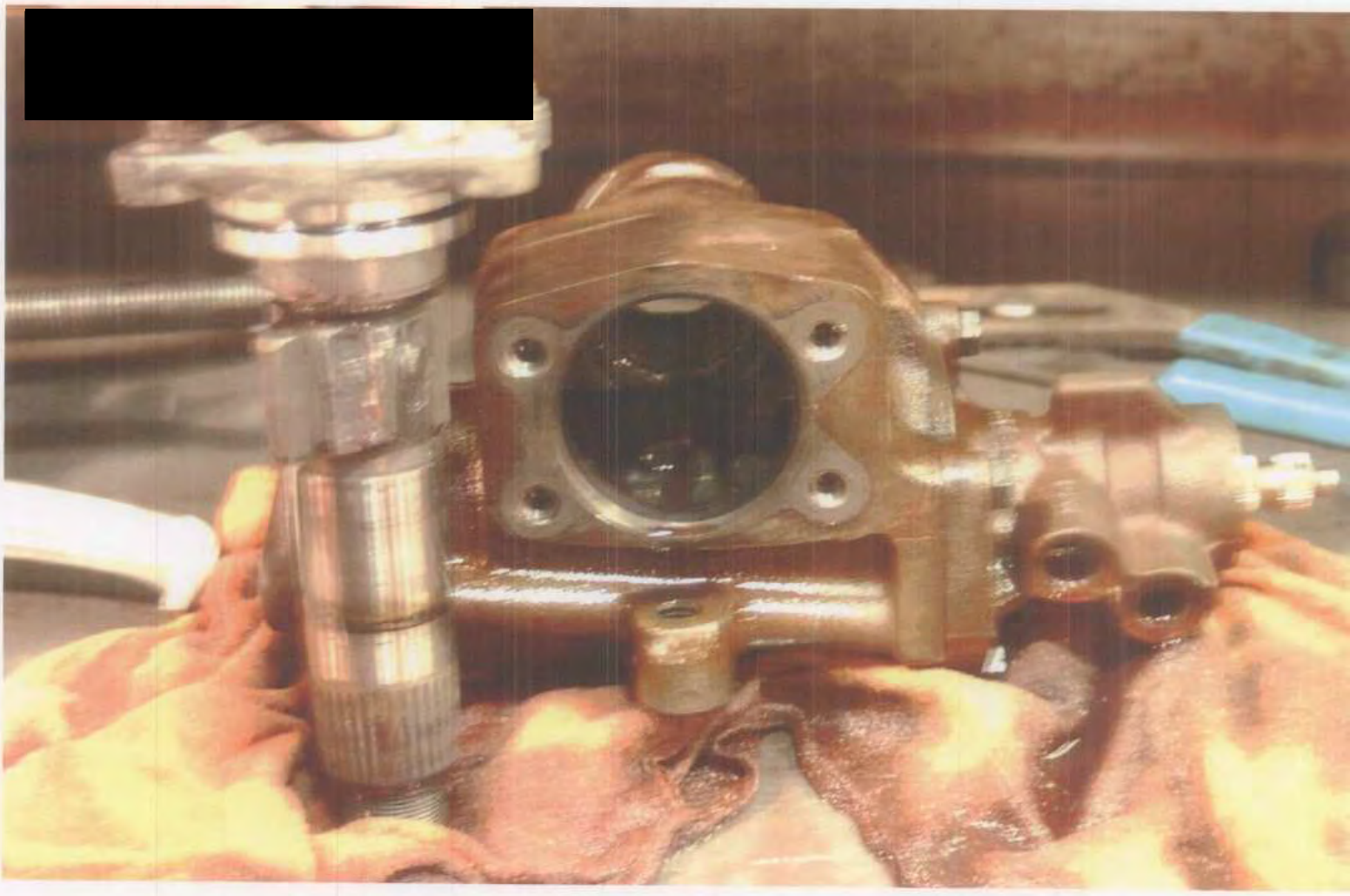

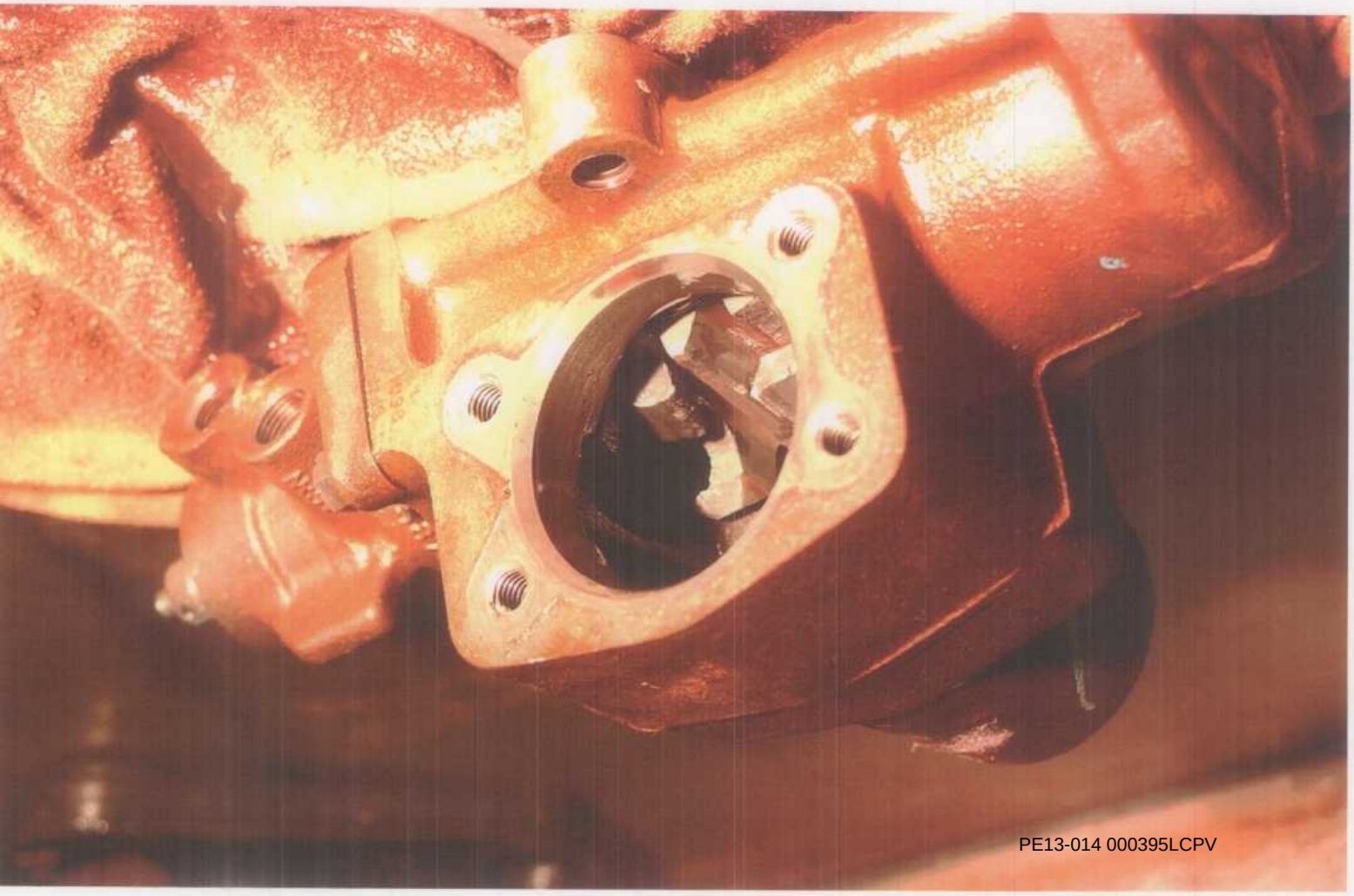
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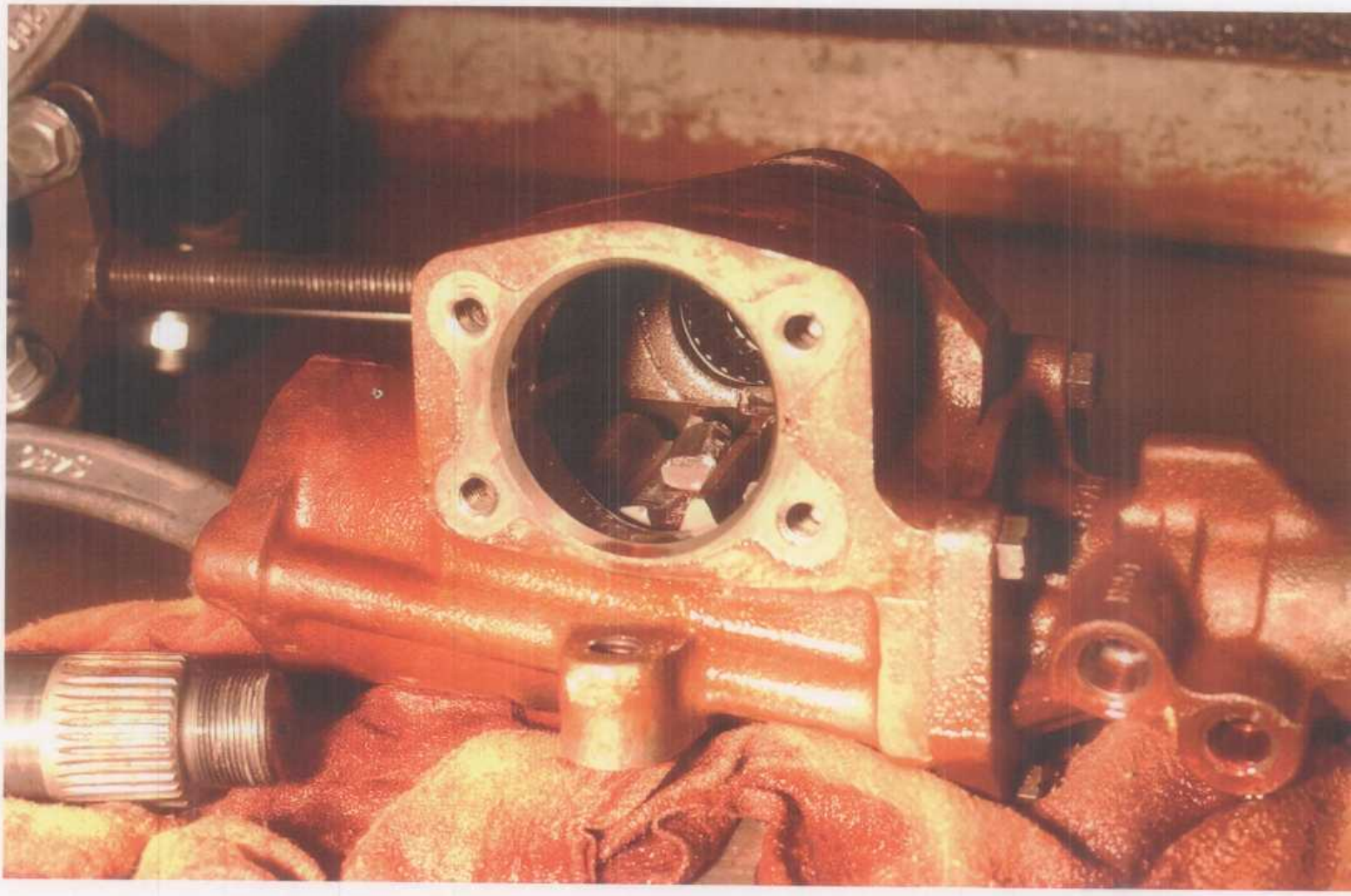

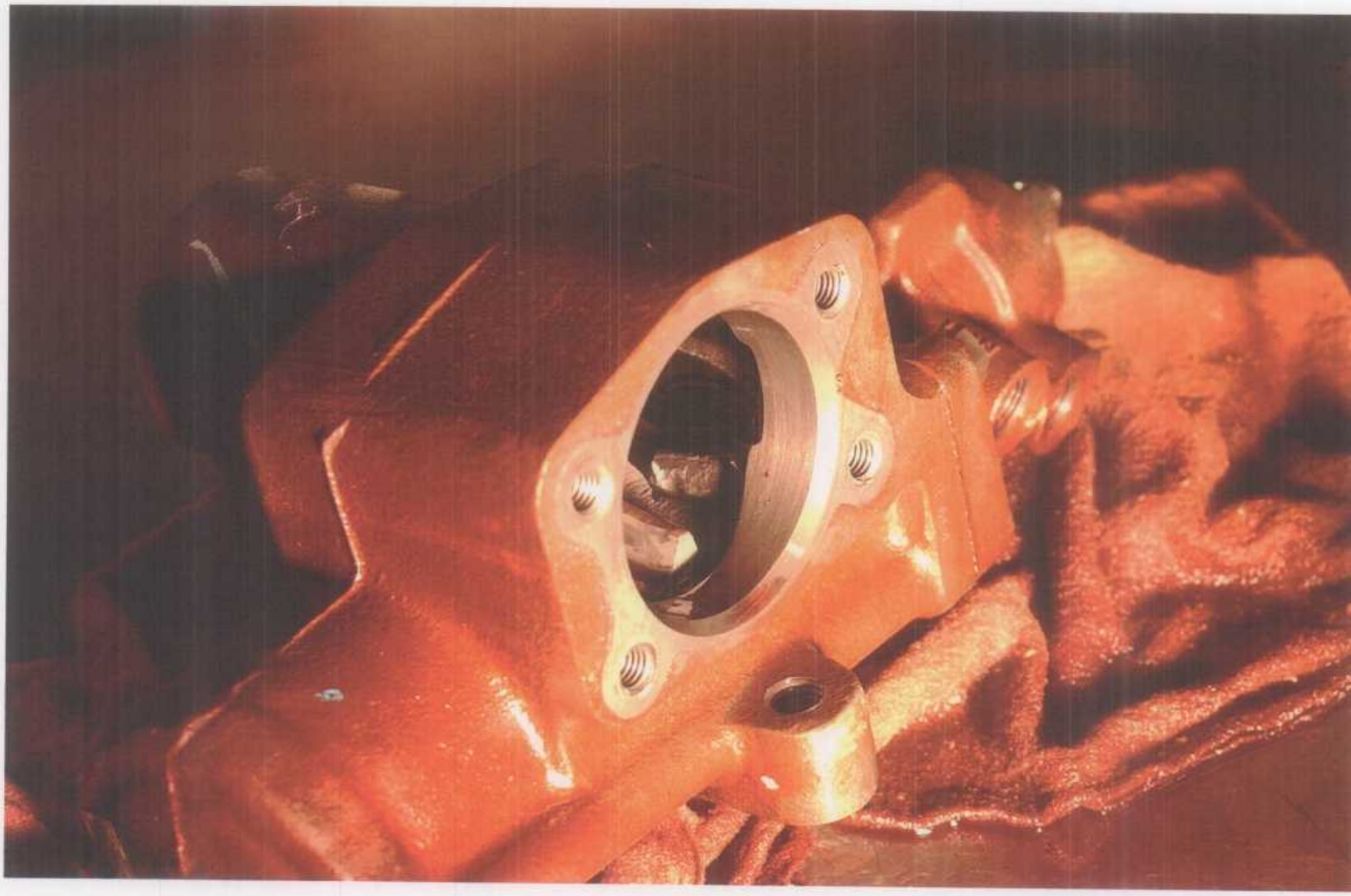

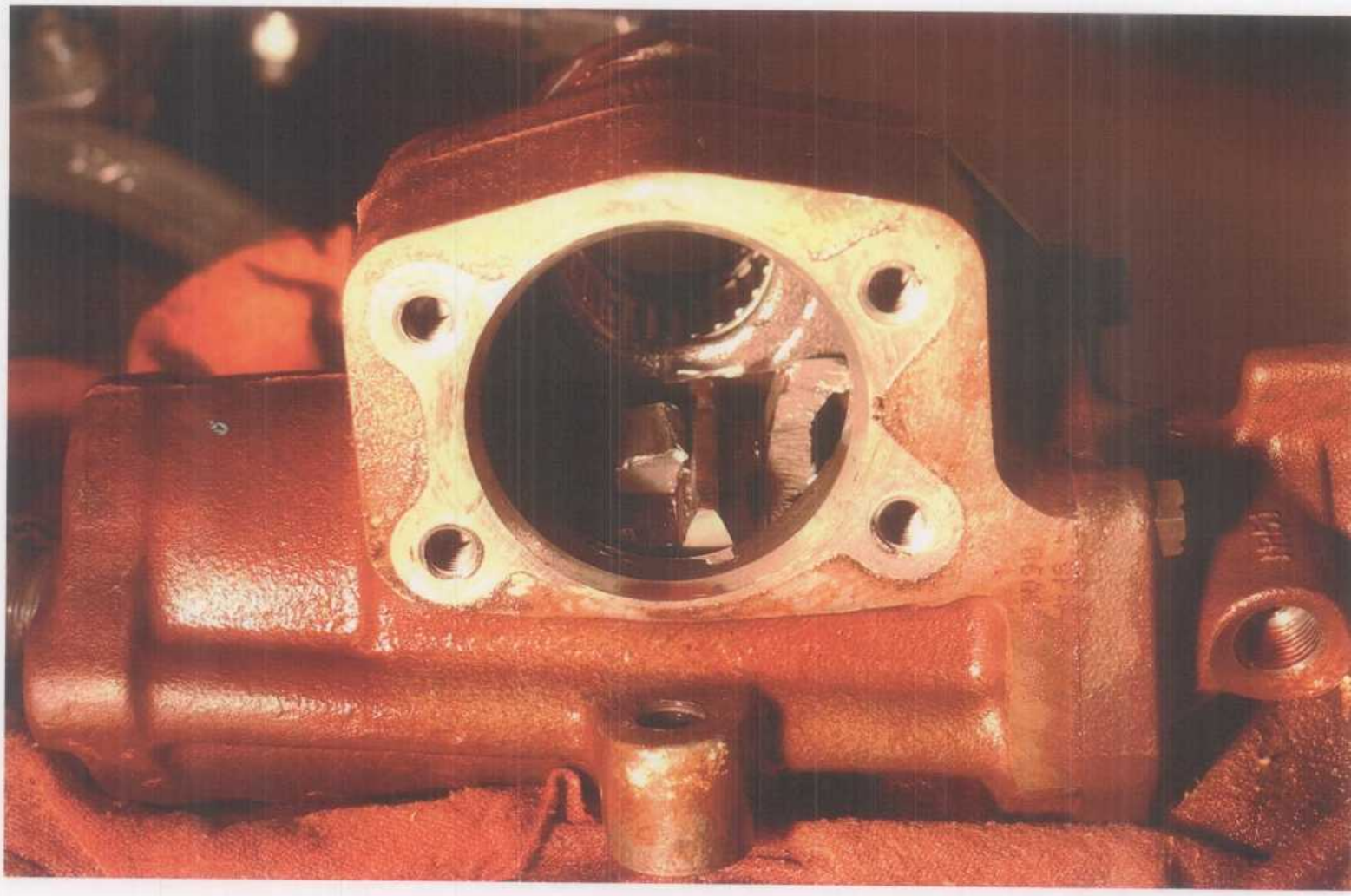

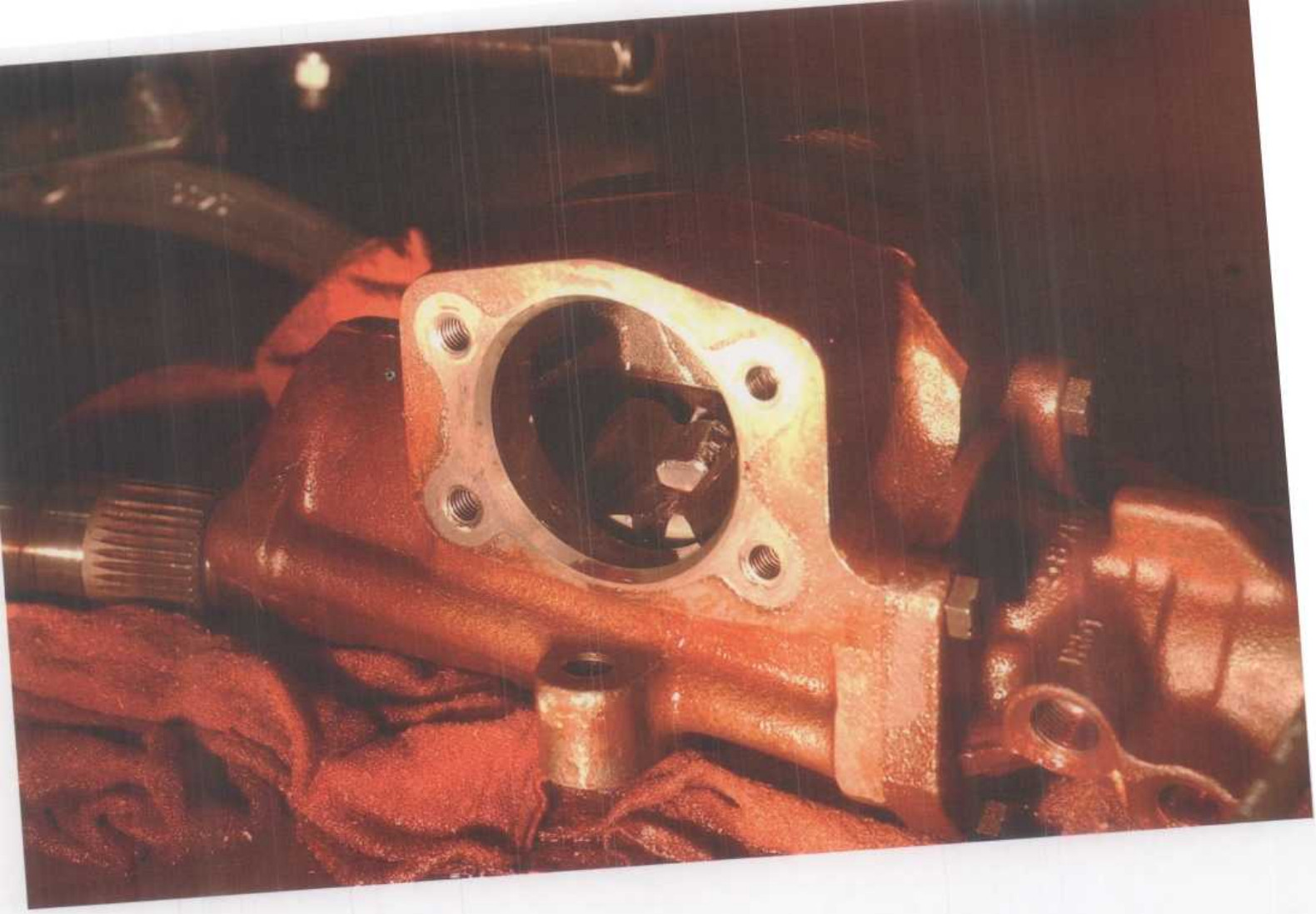

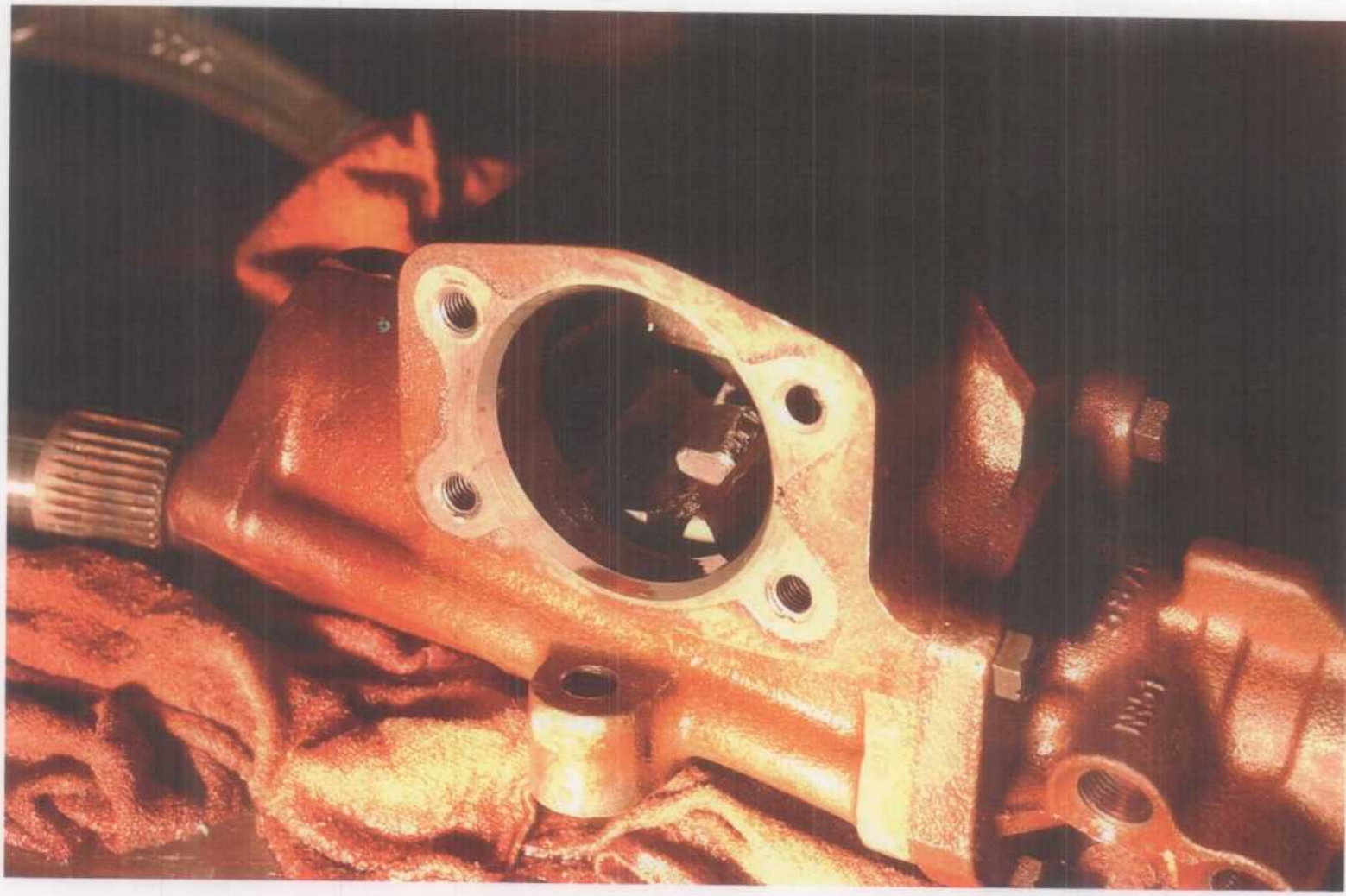

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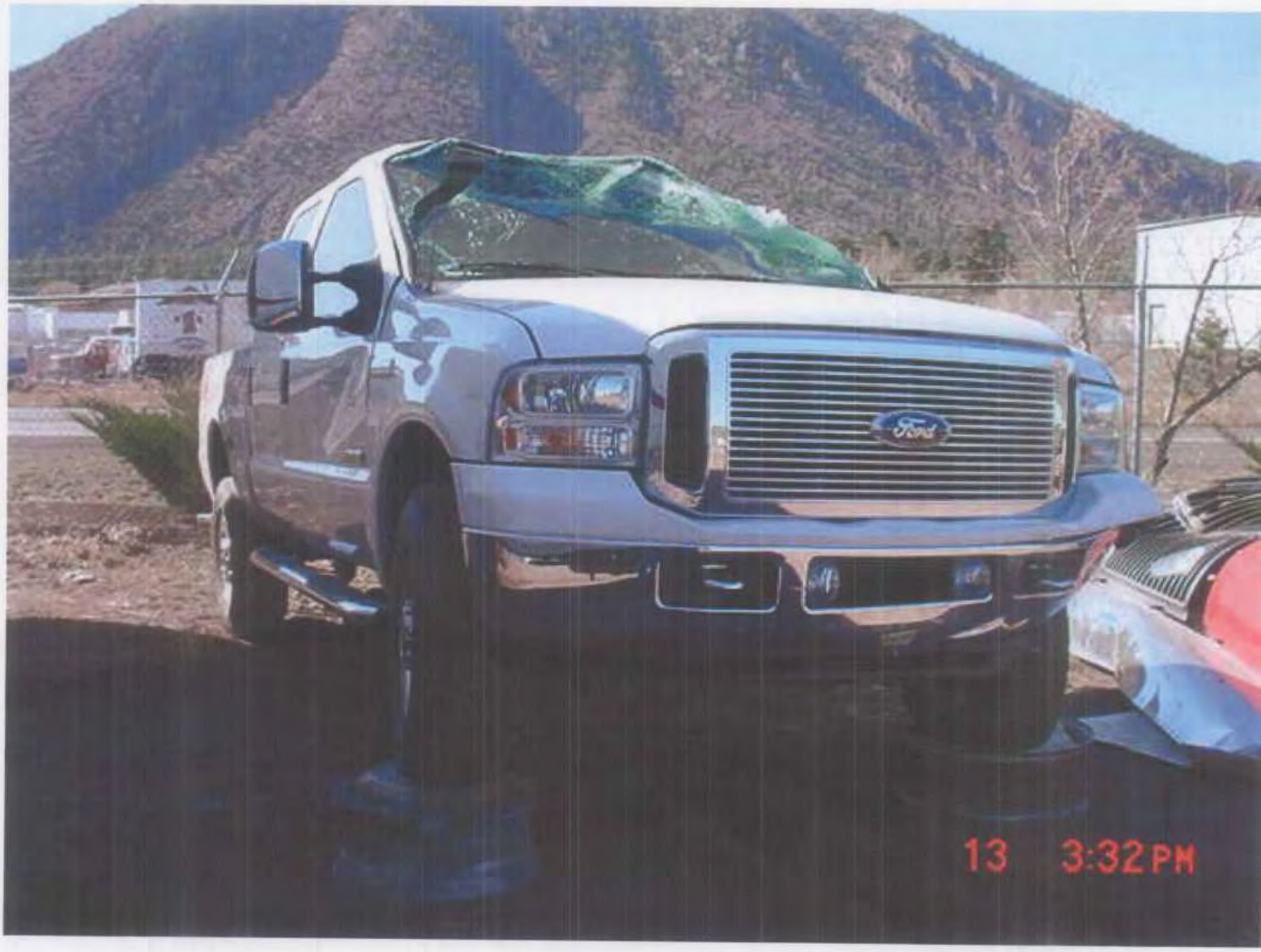
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CHEVROLET

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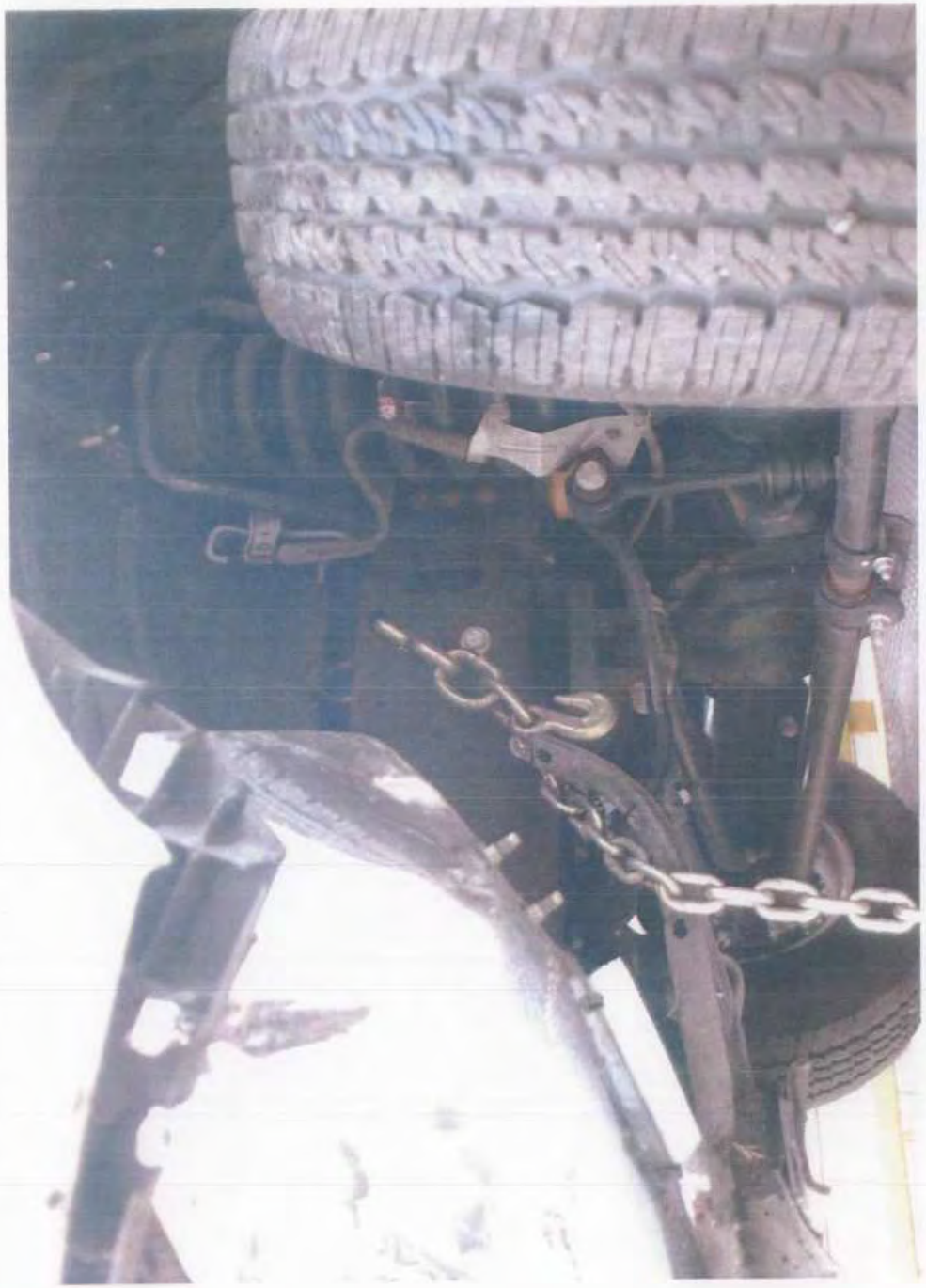

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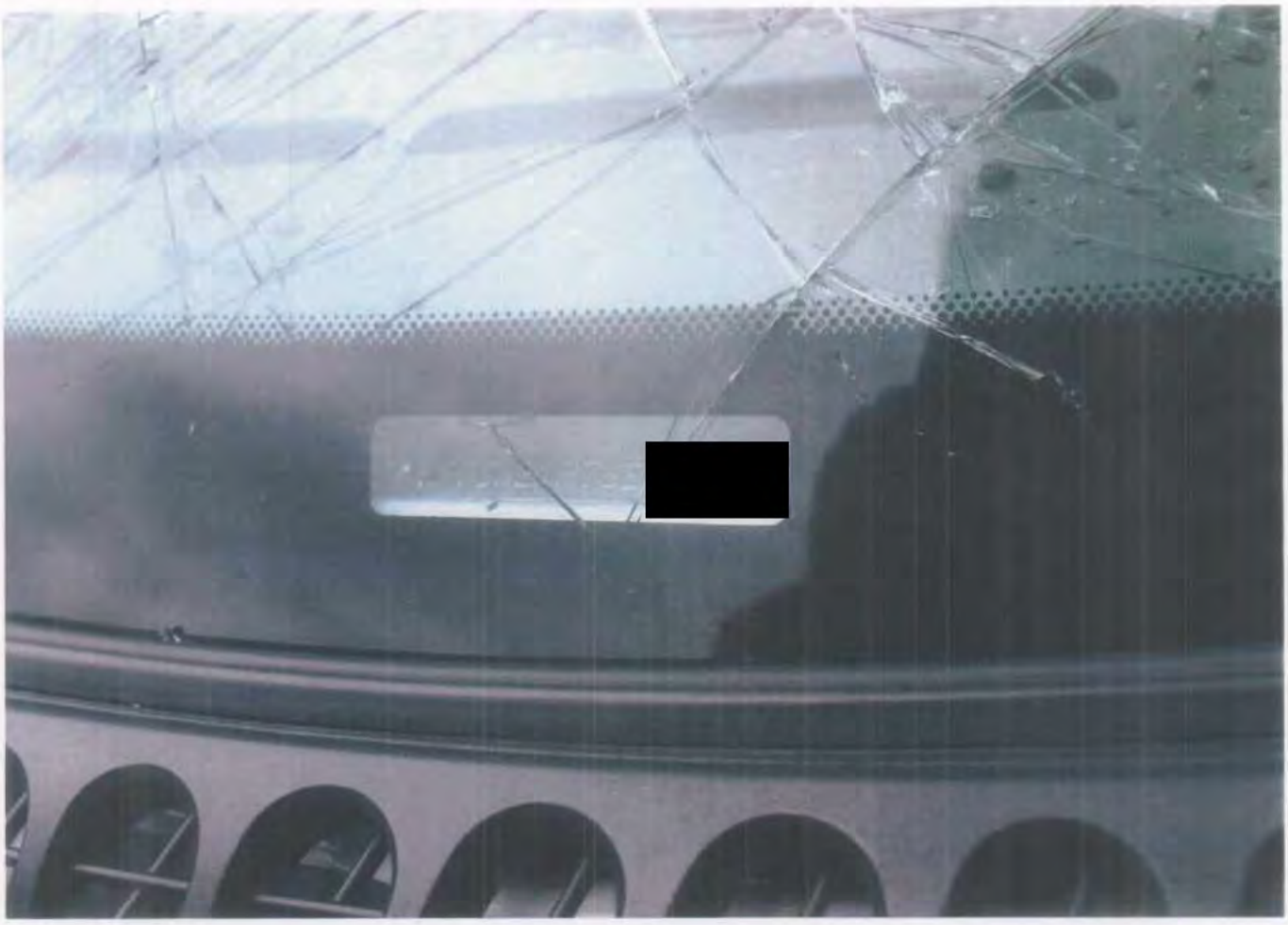

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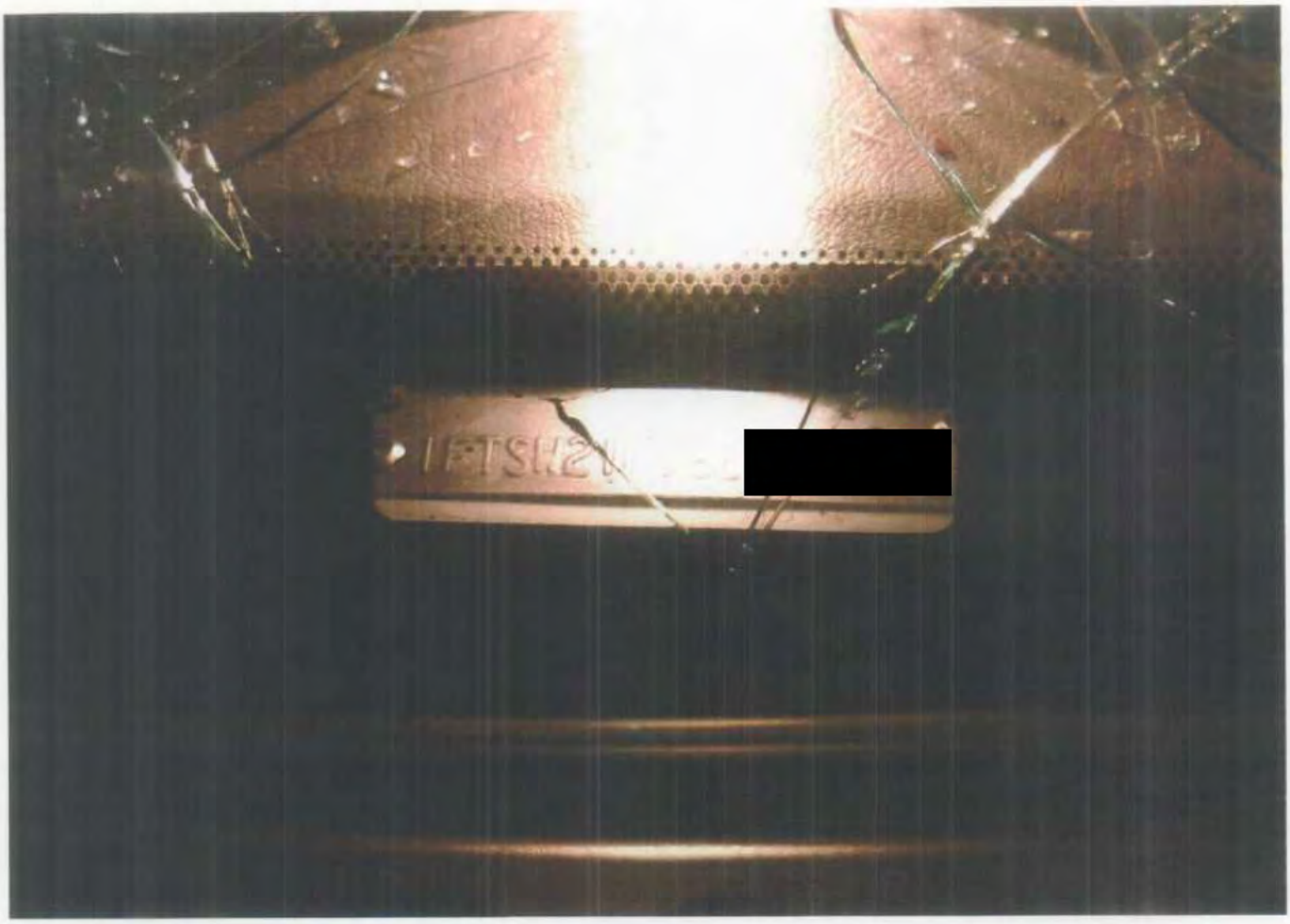
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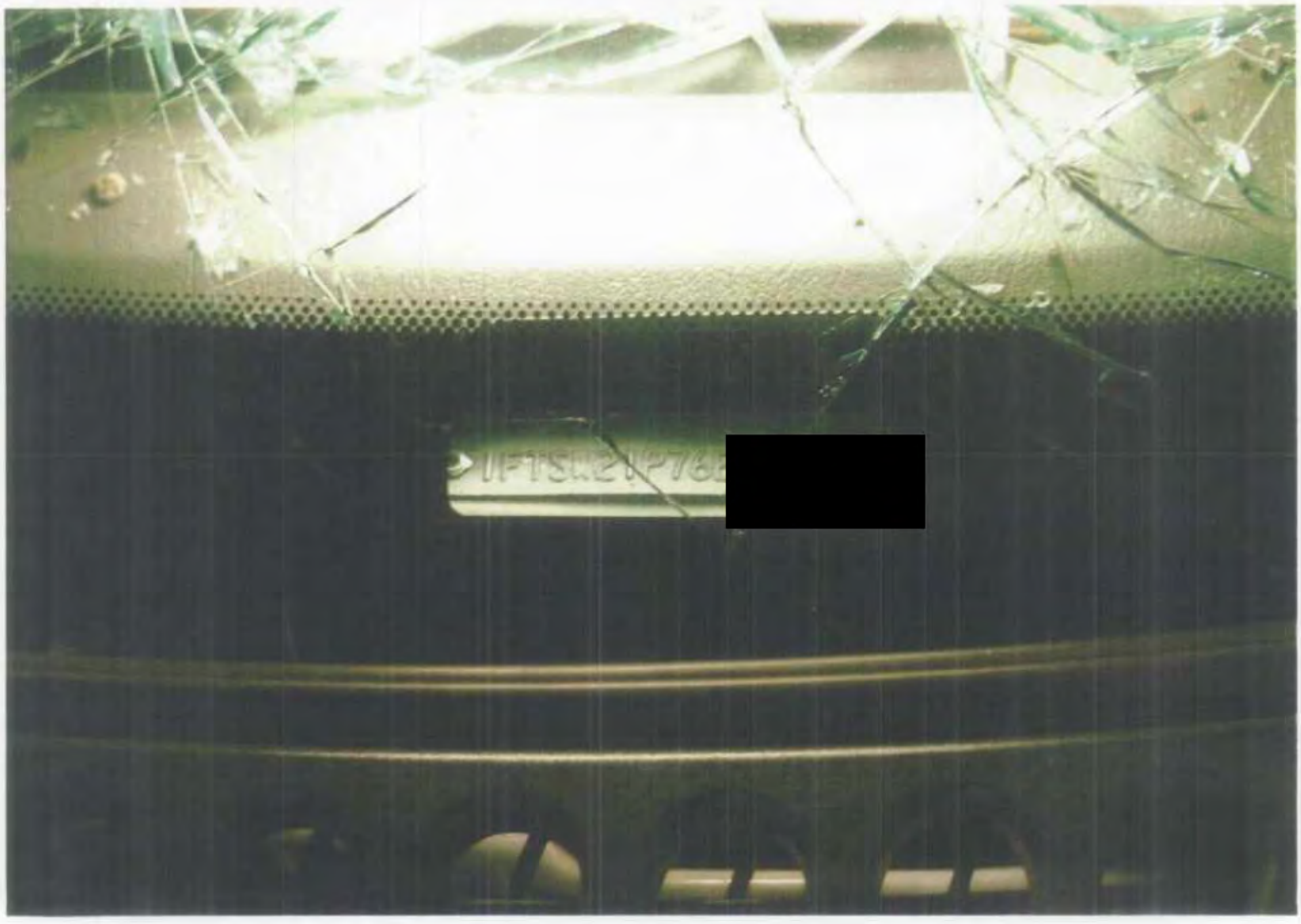
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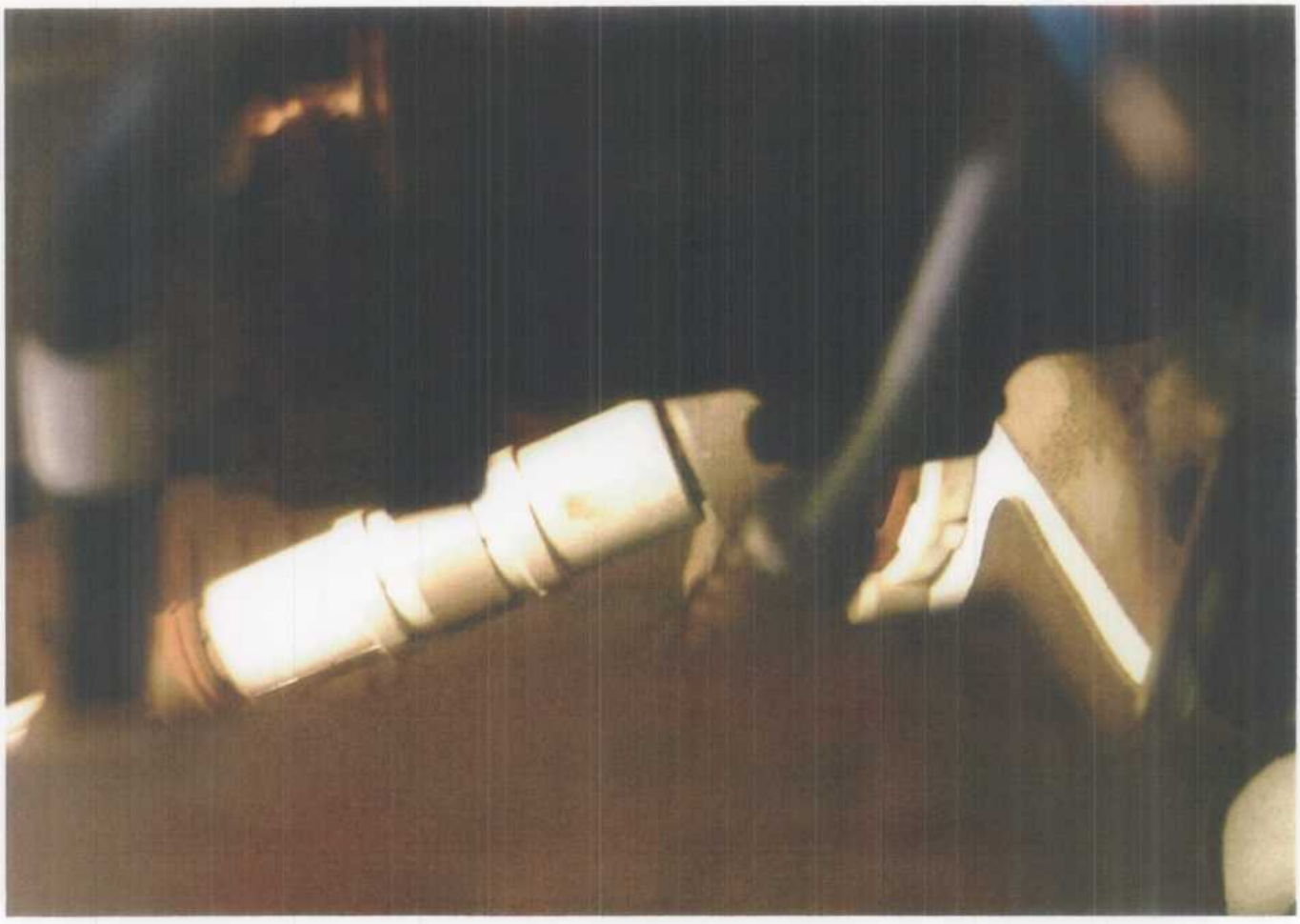

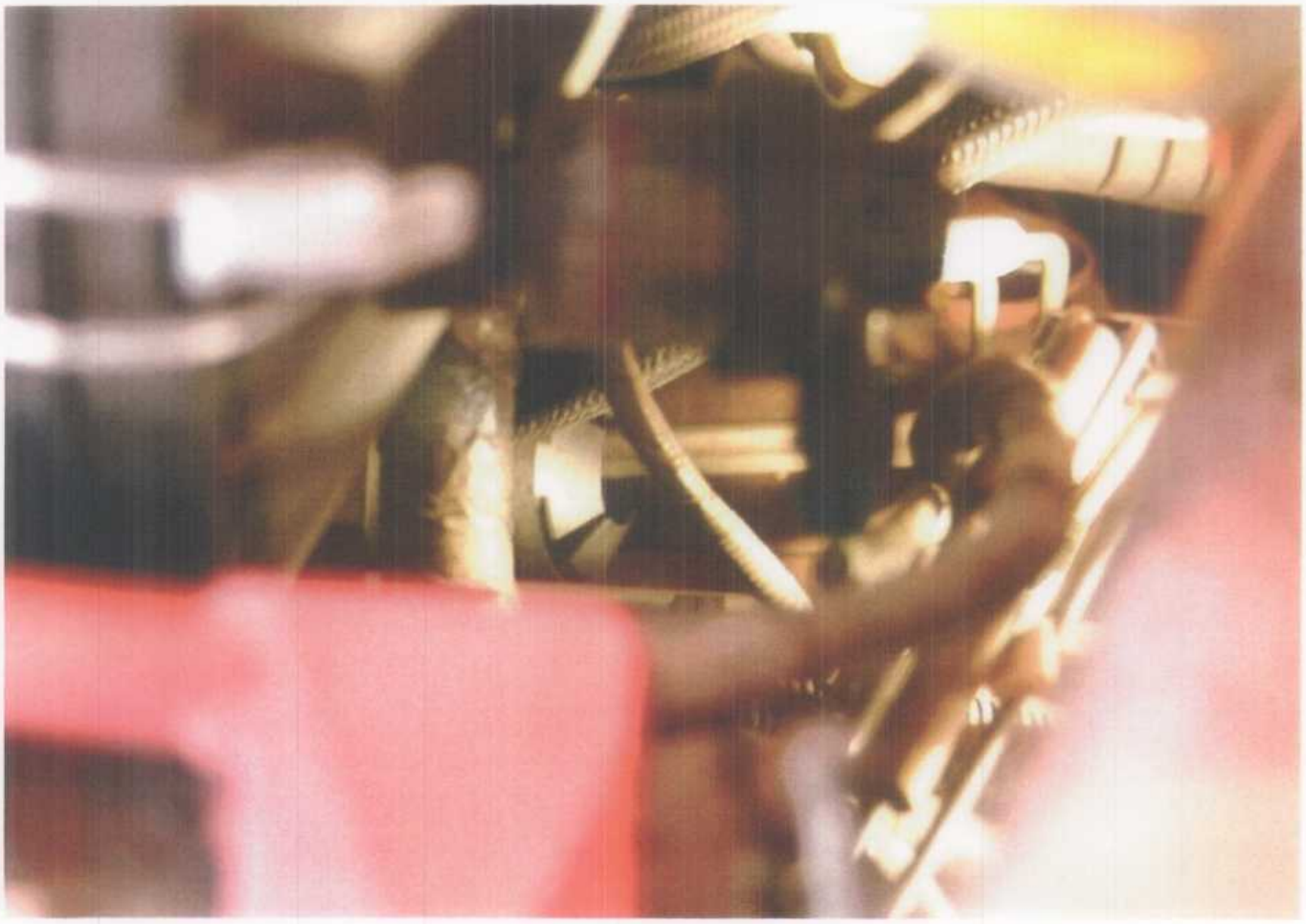

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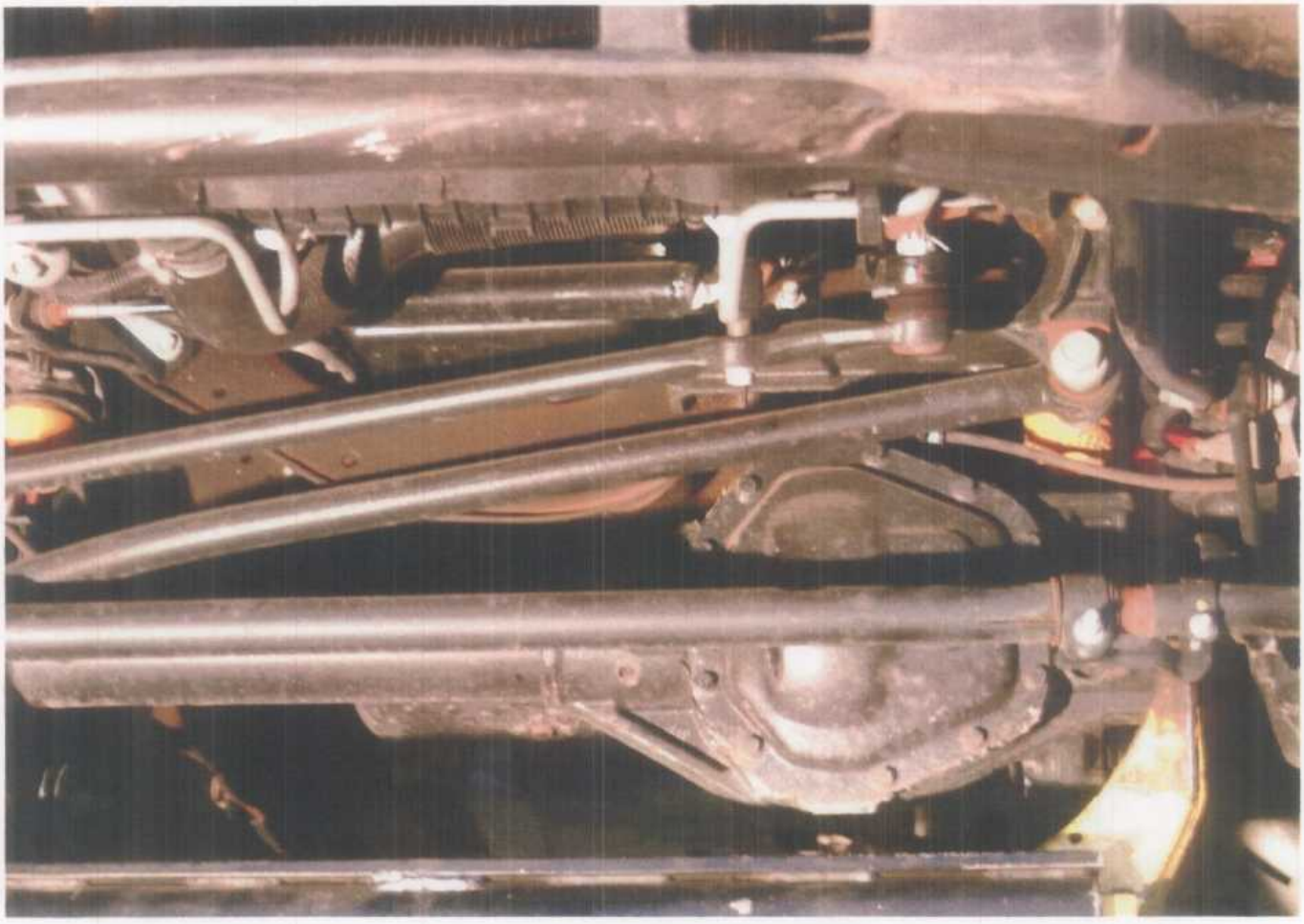

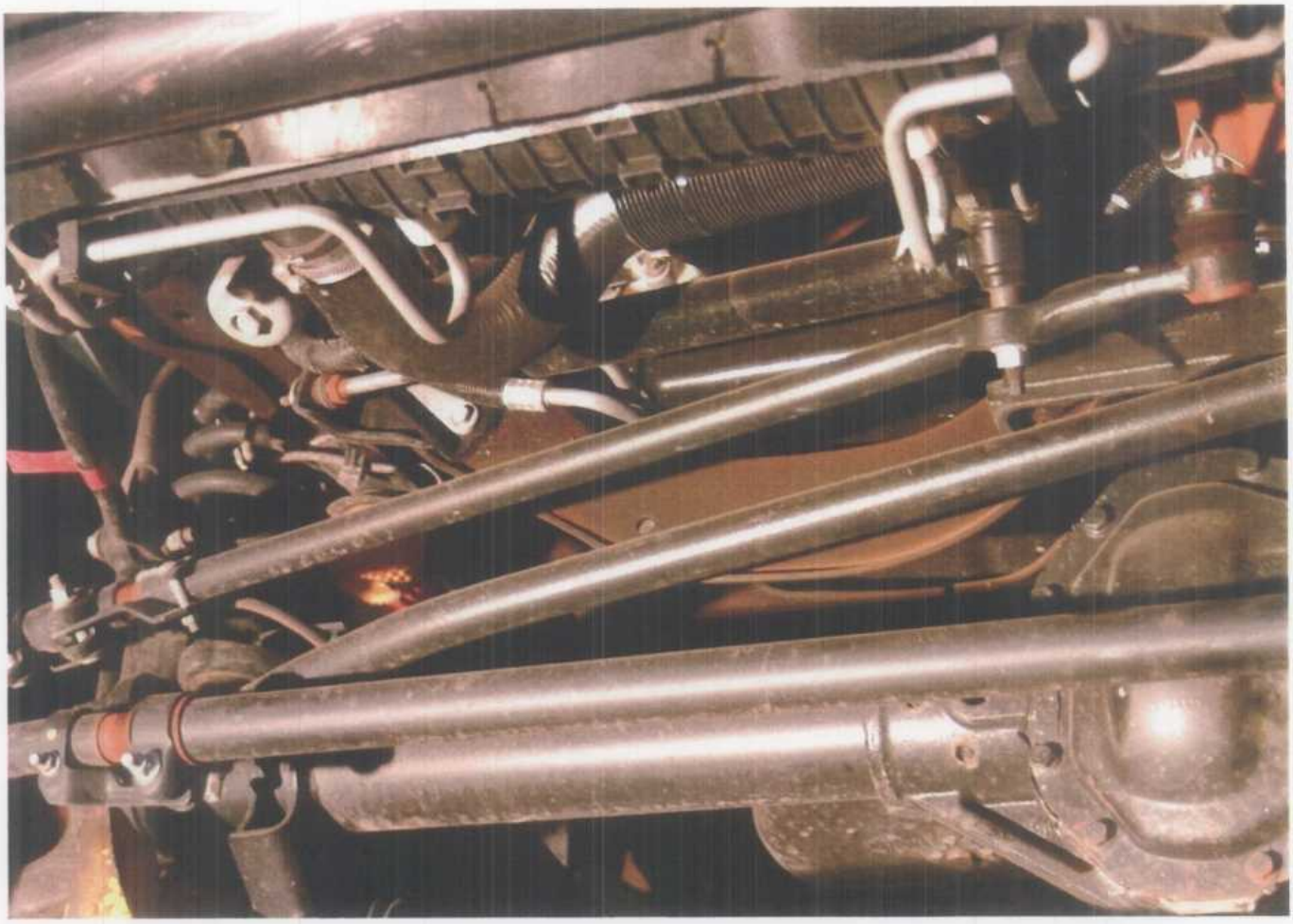

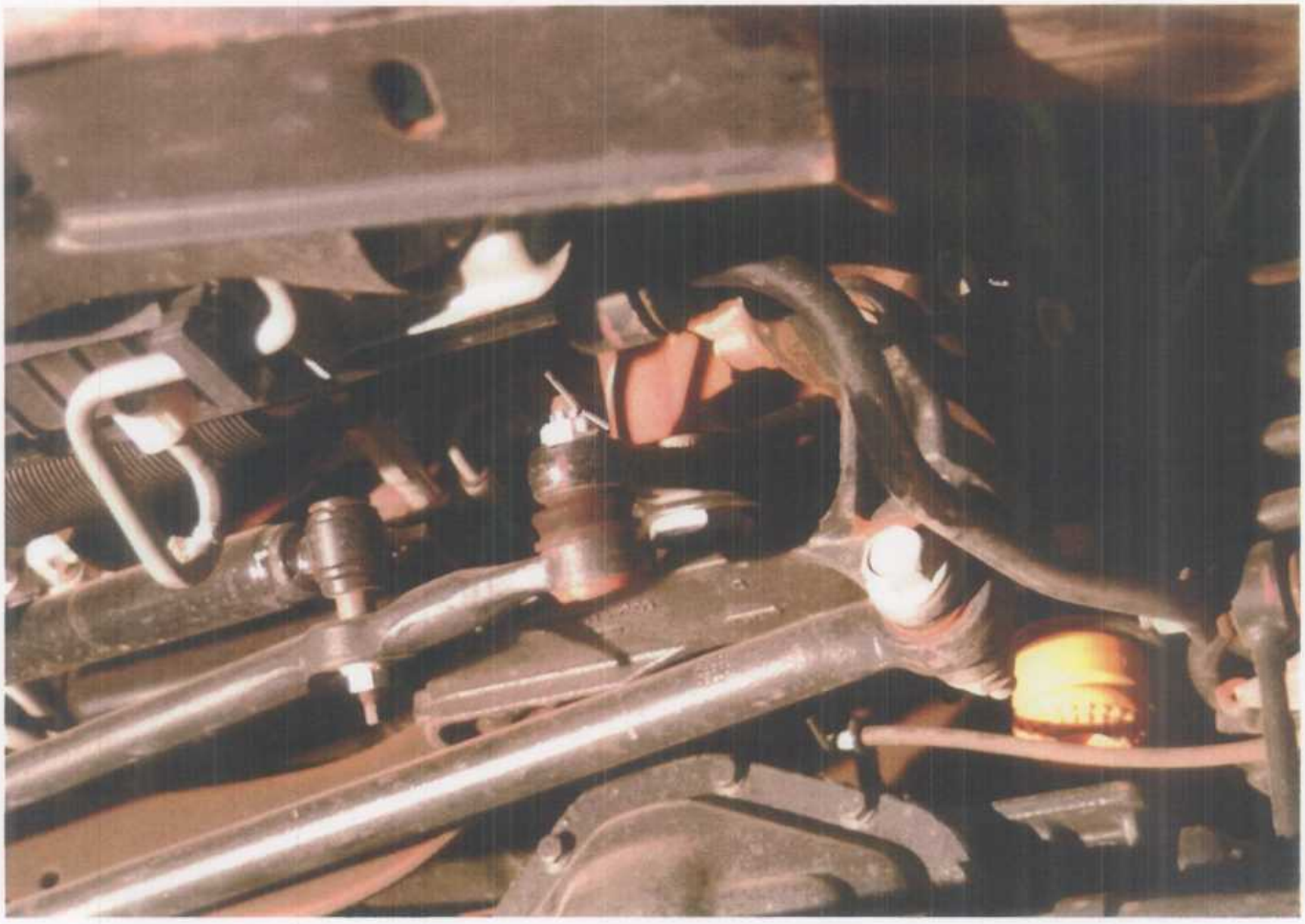

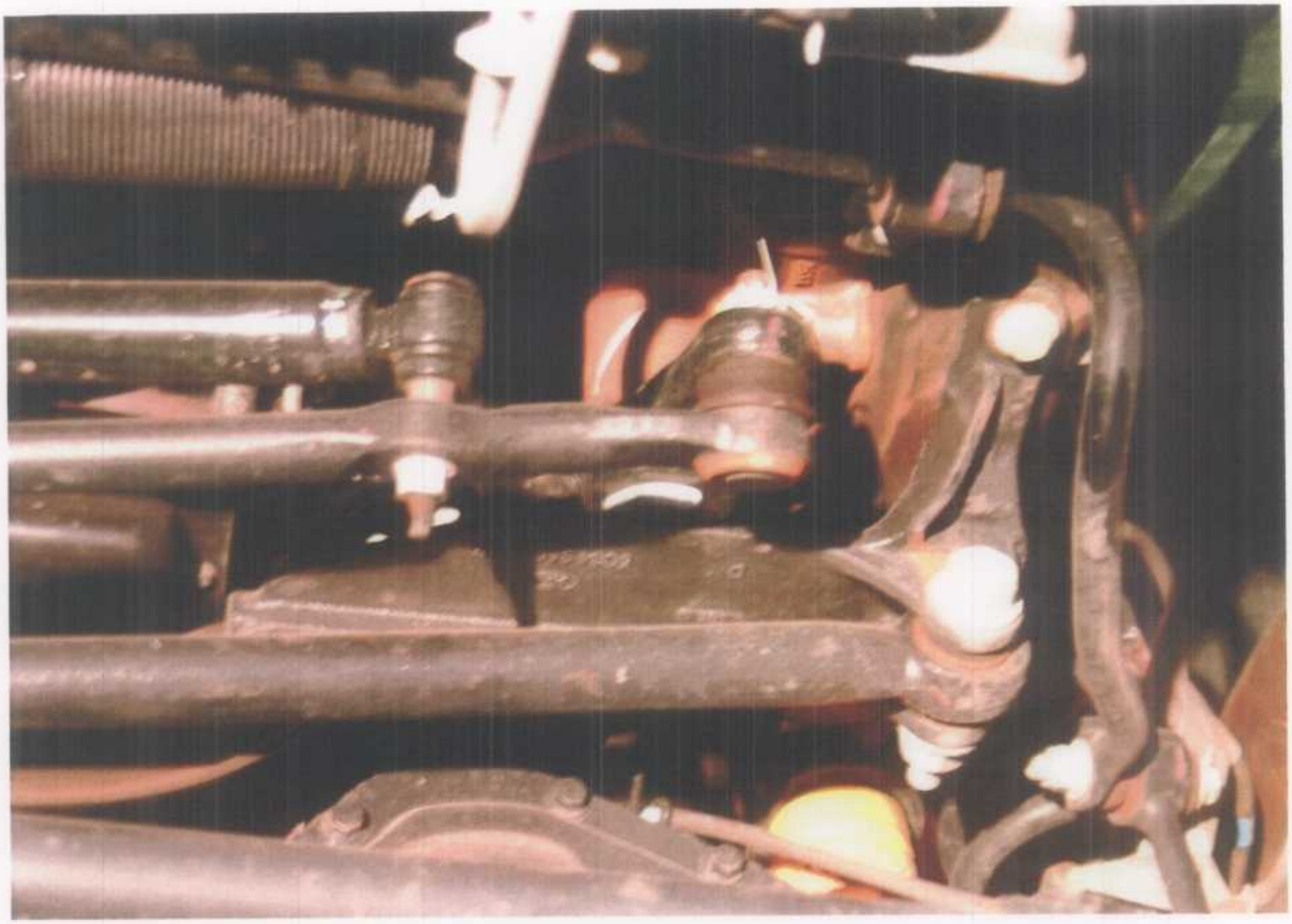

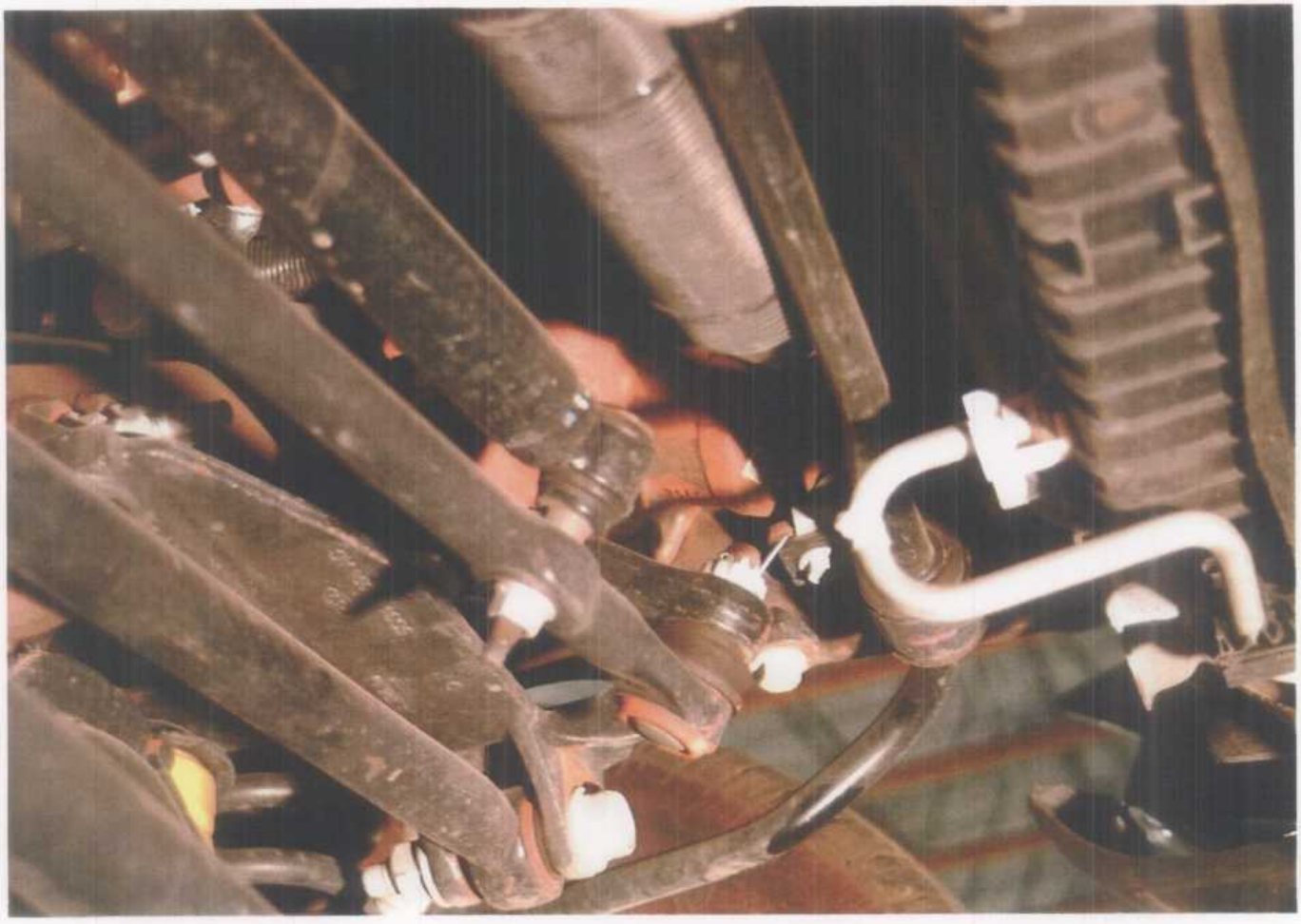

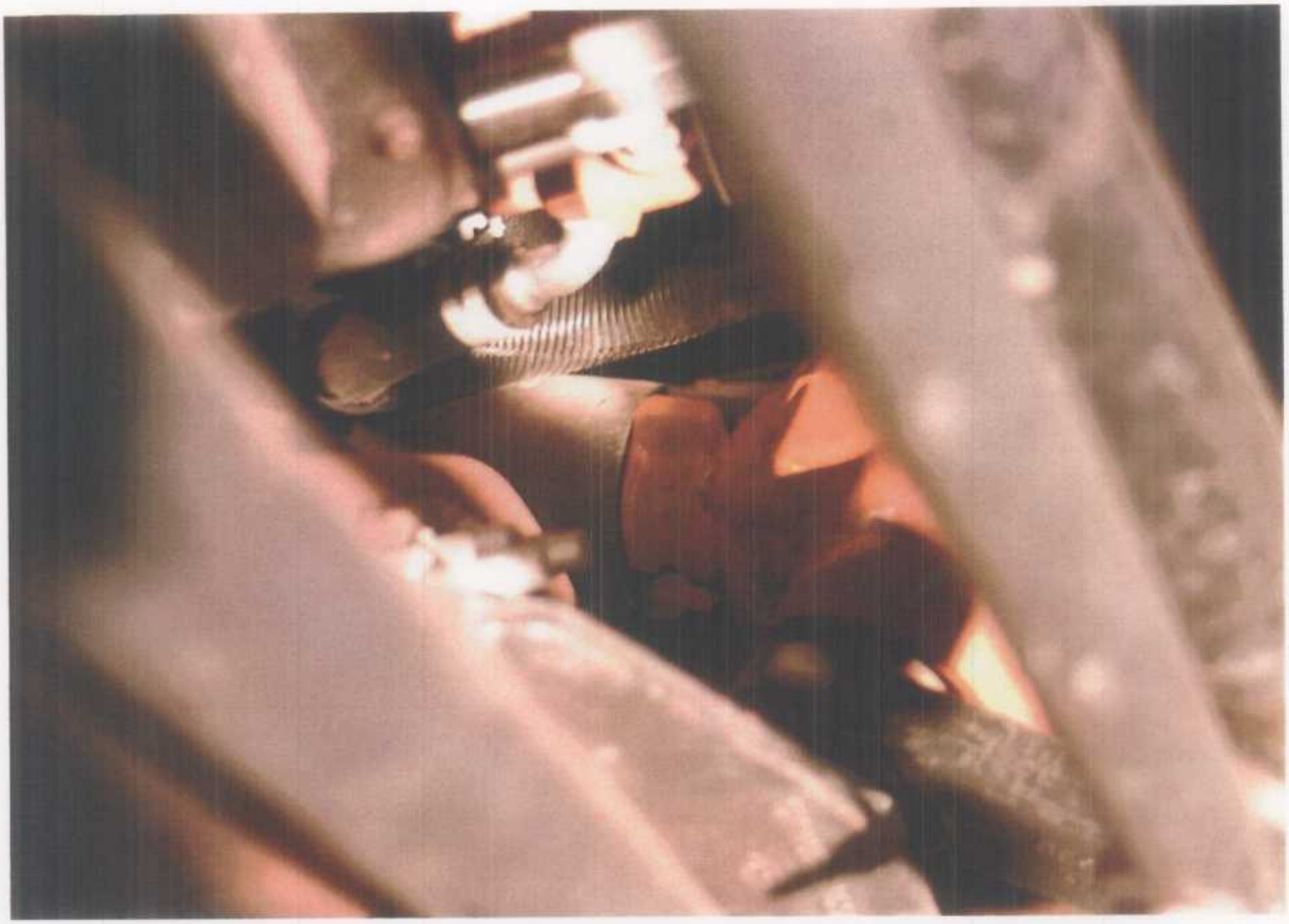

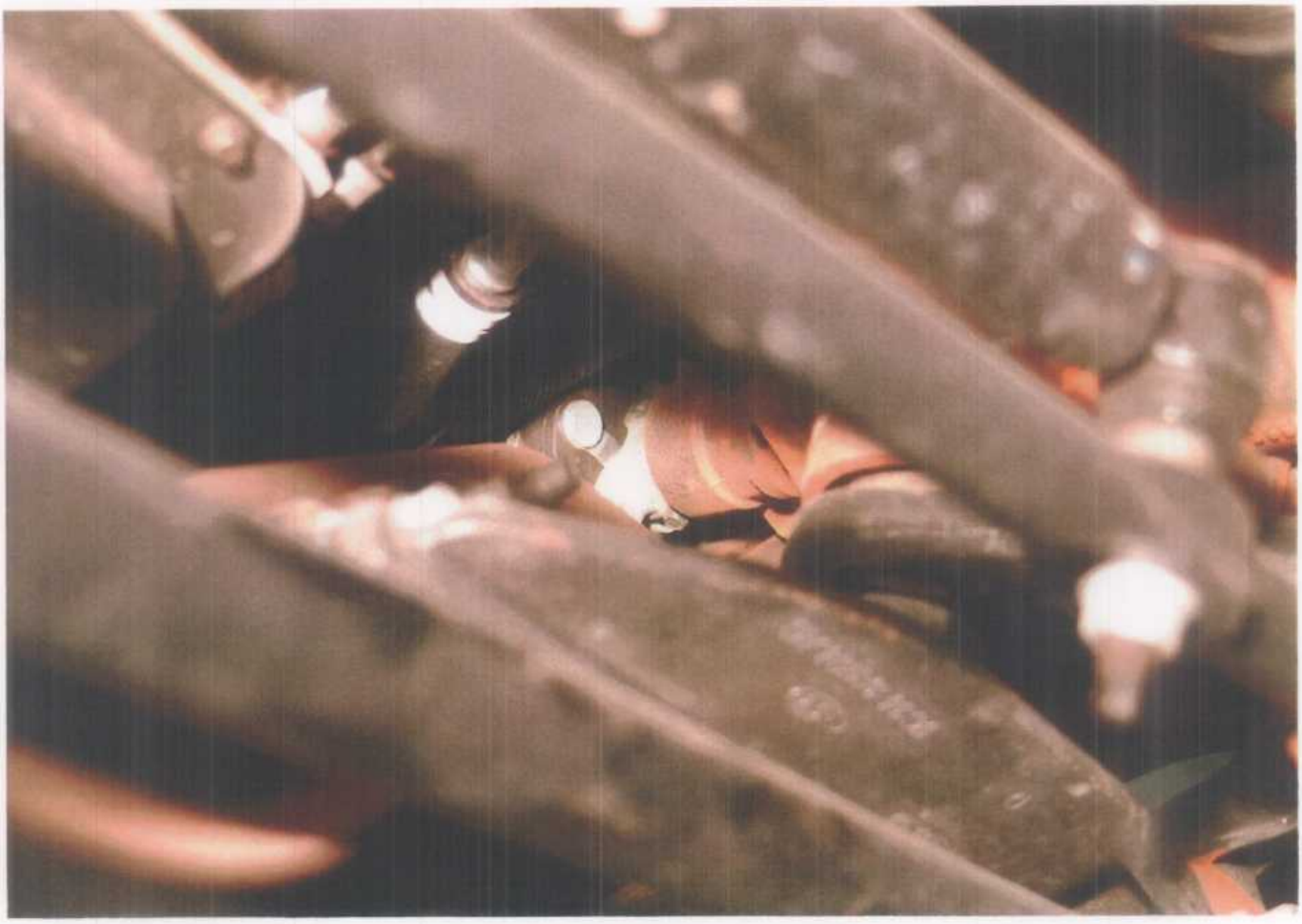

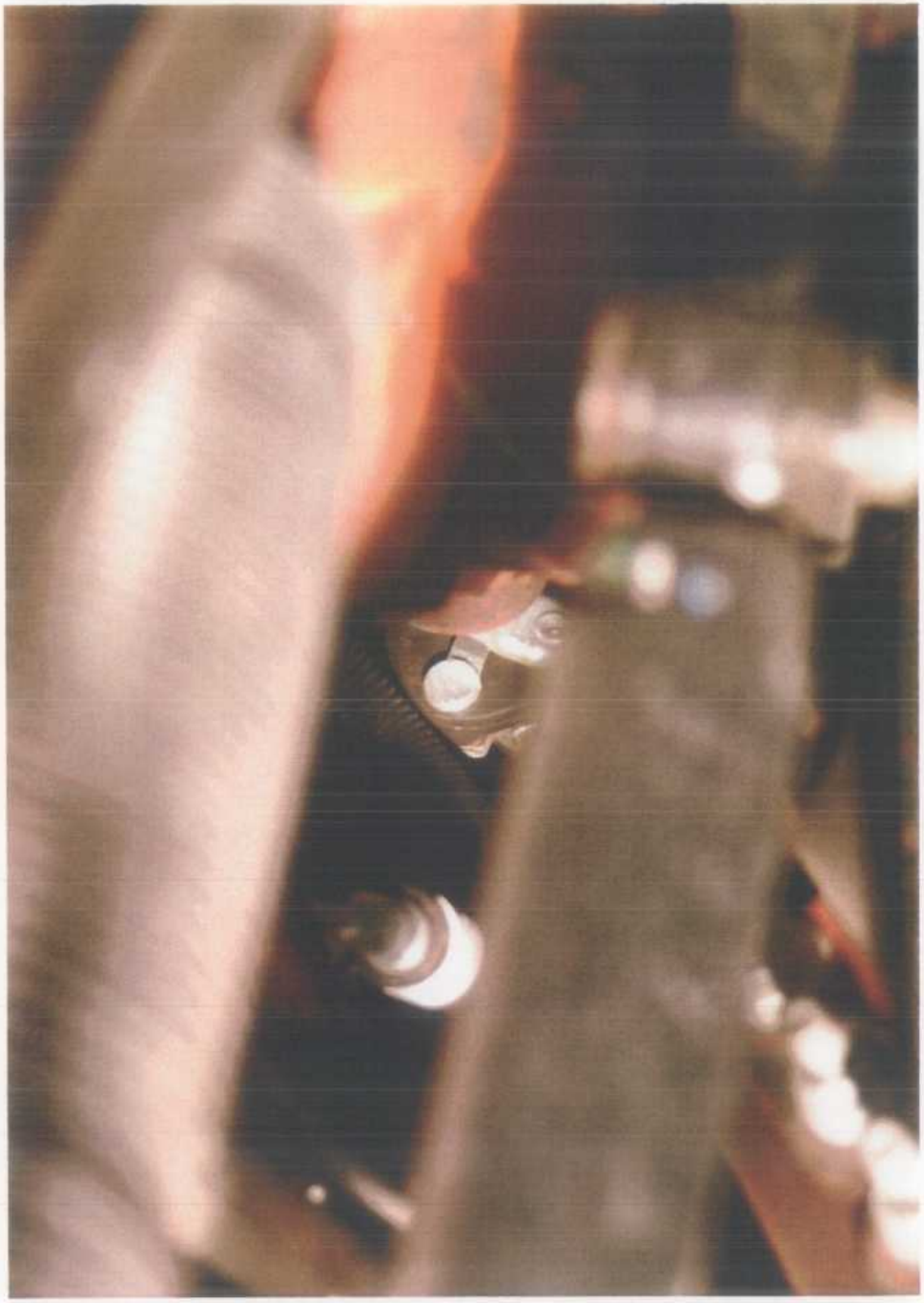

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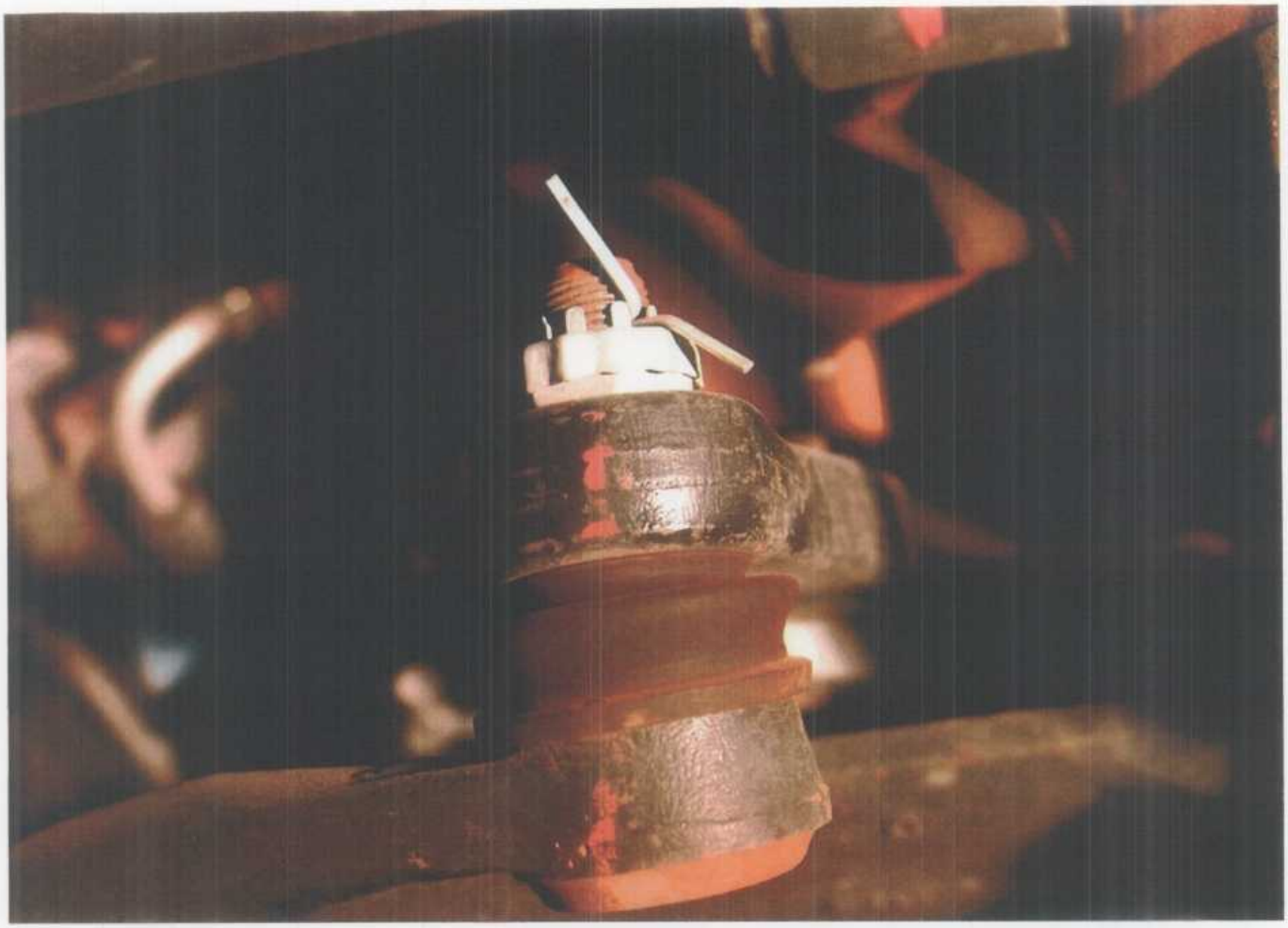

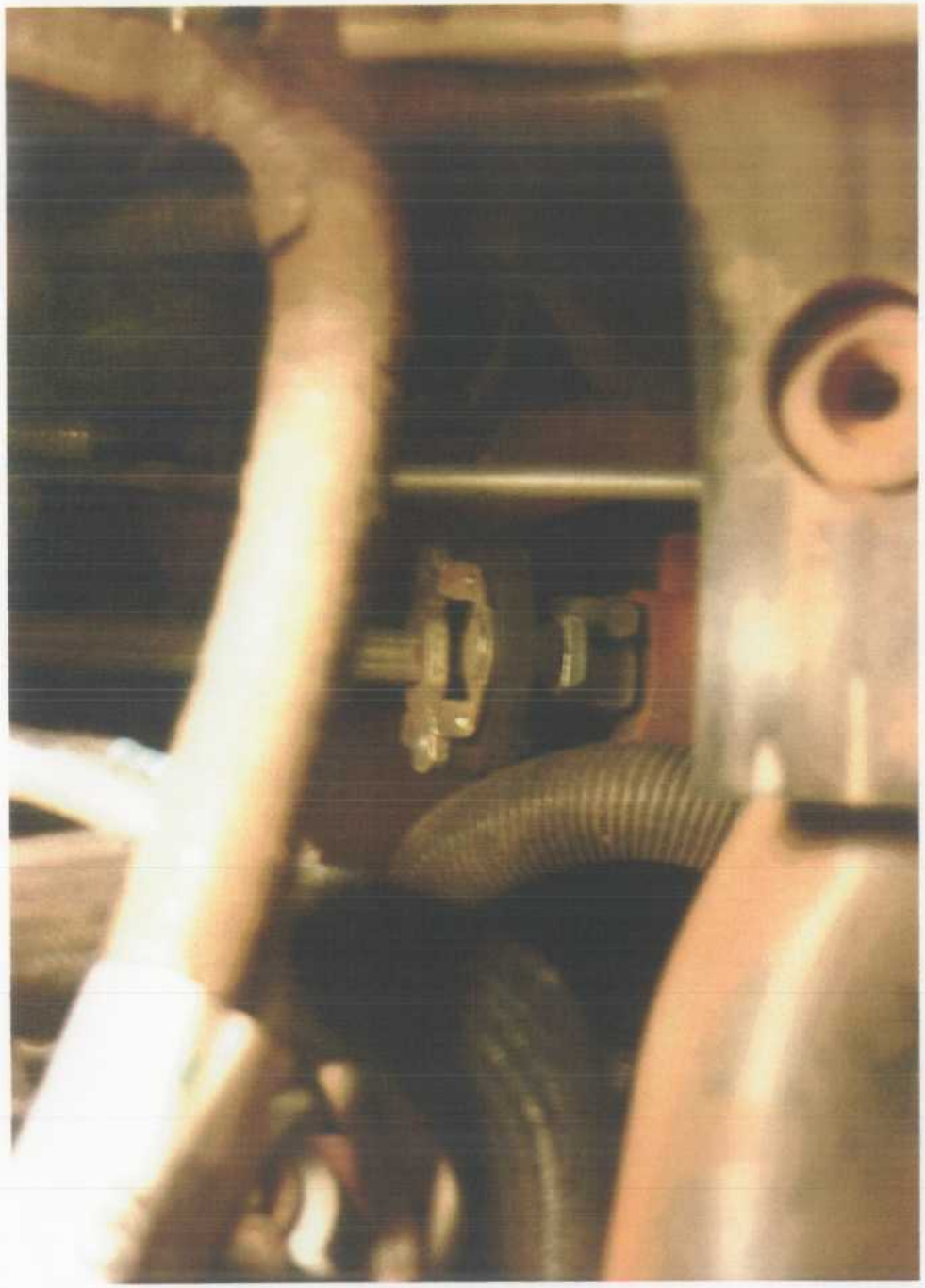

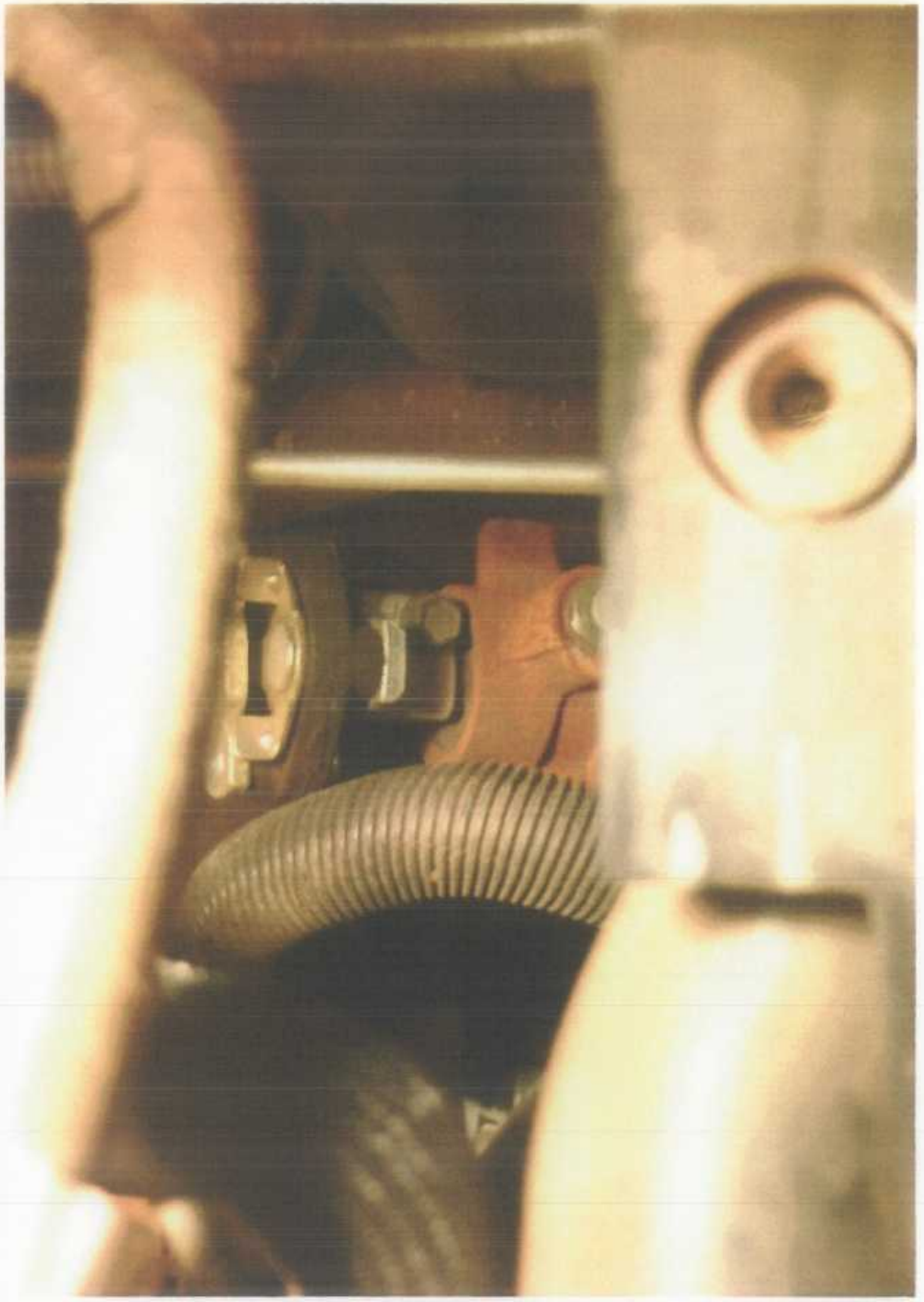

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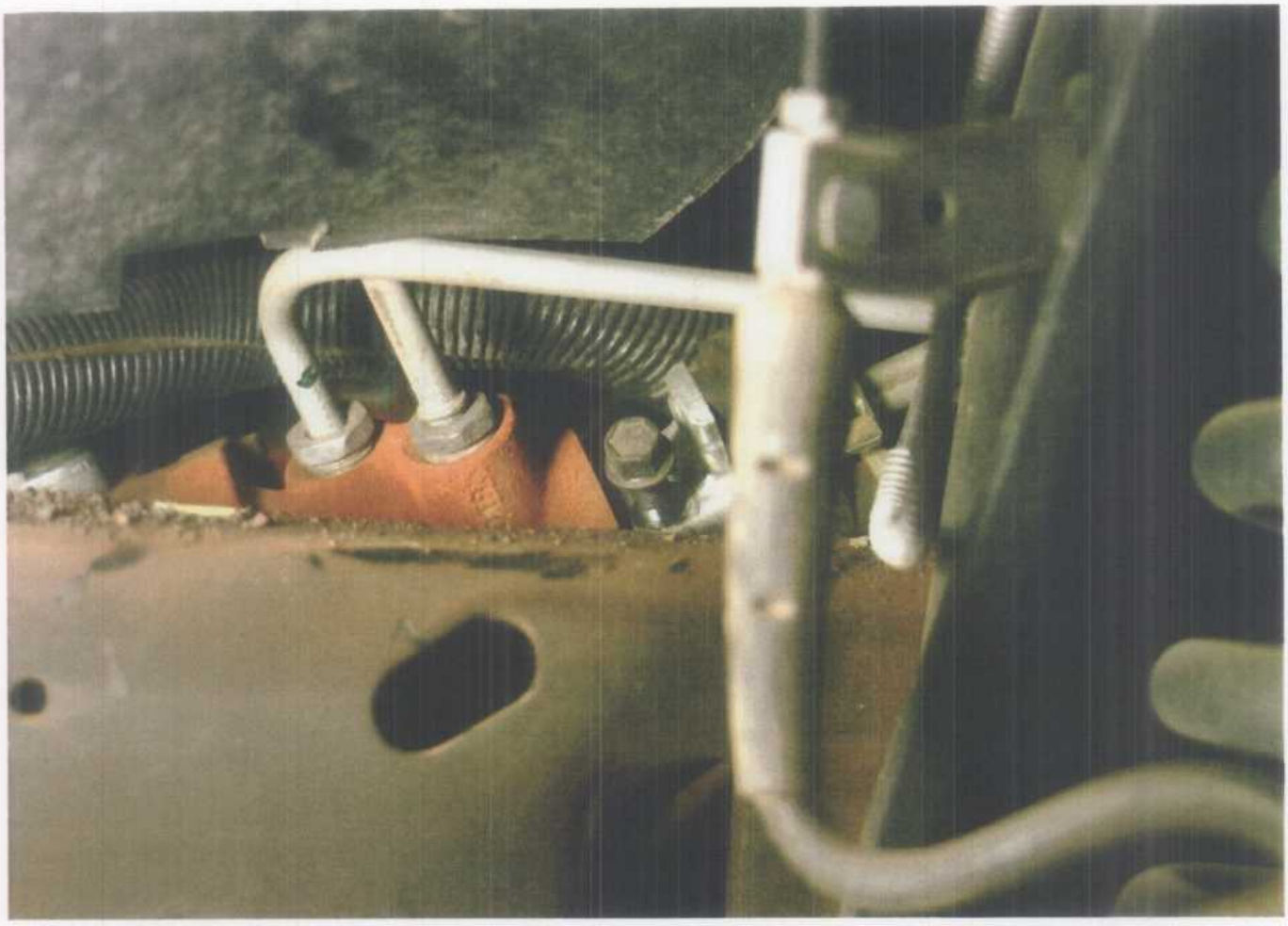

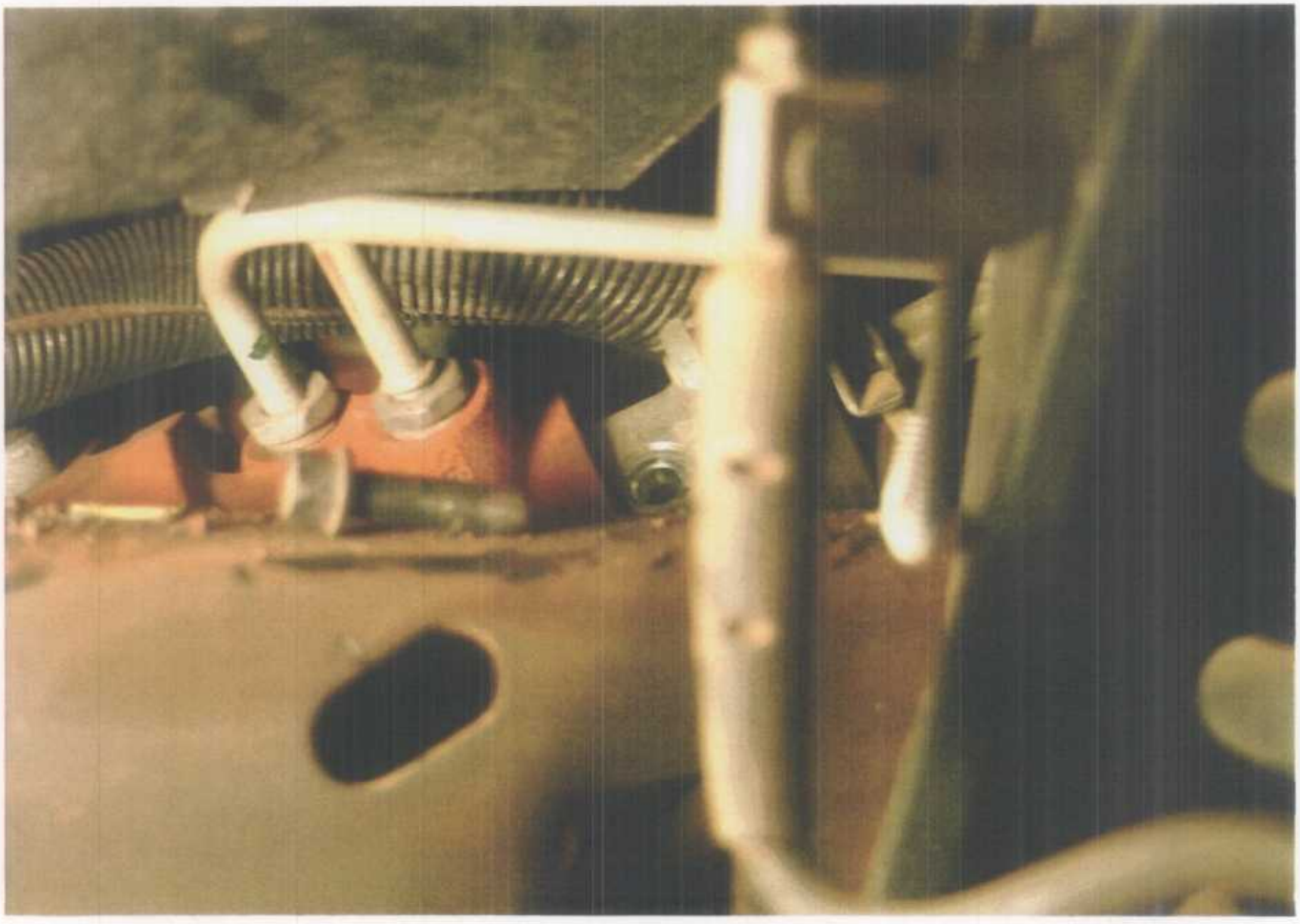

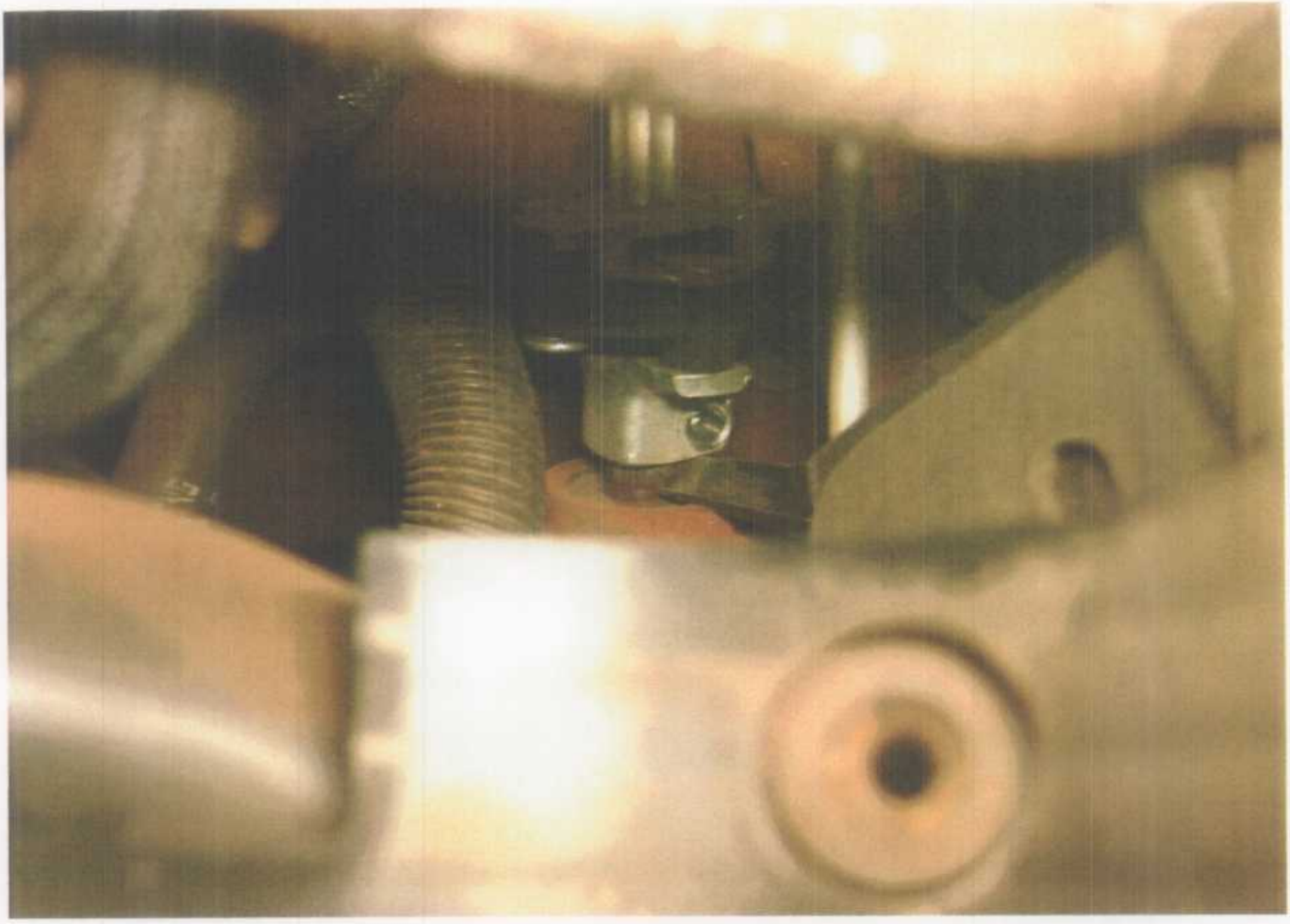

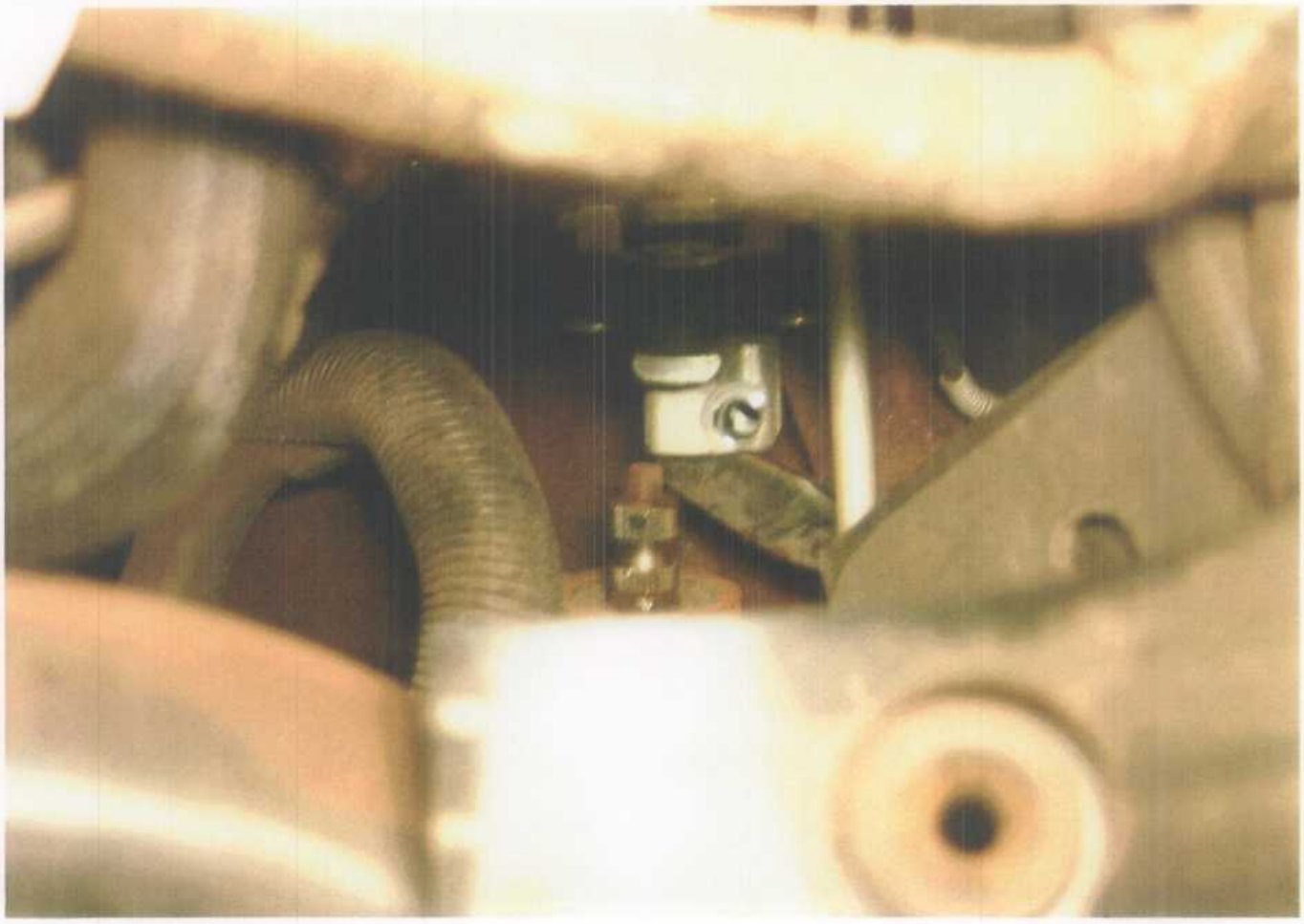

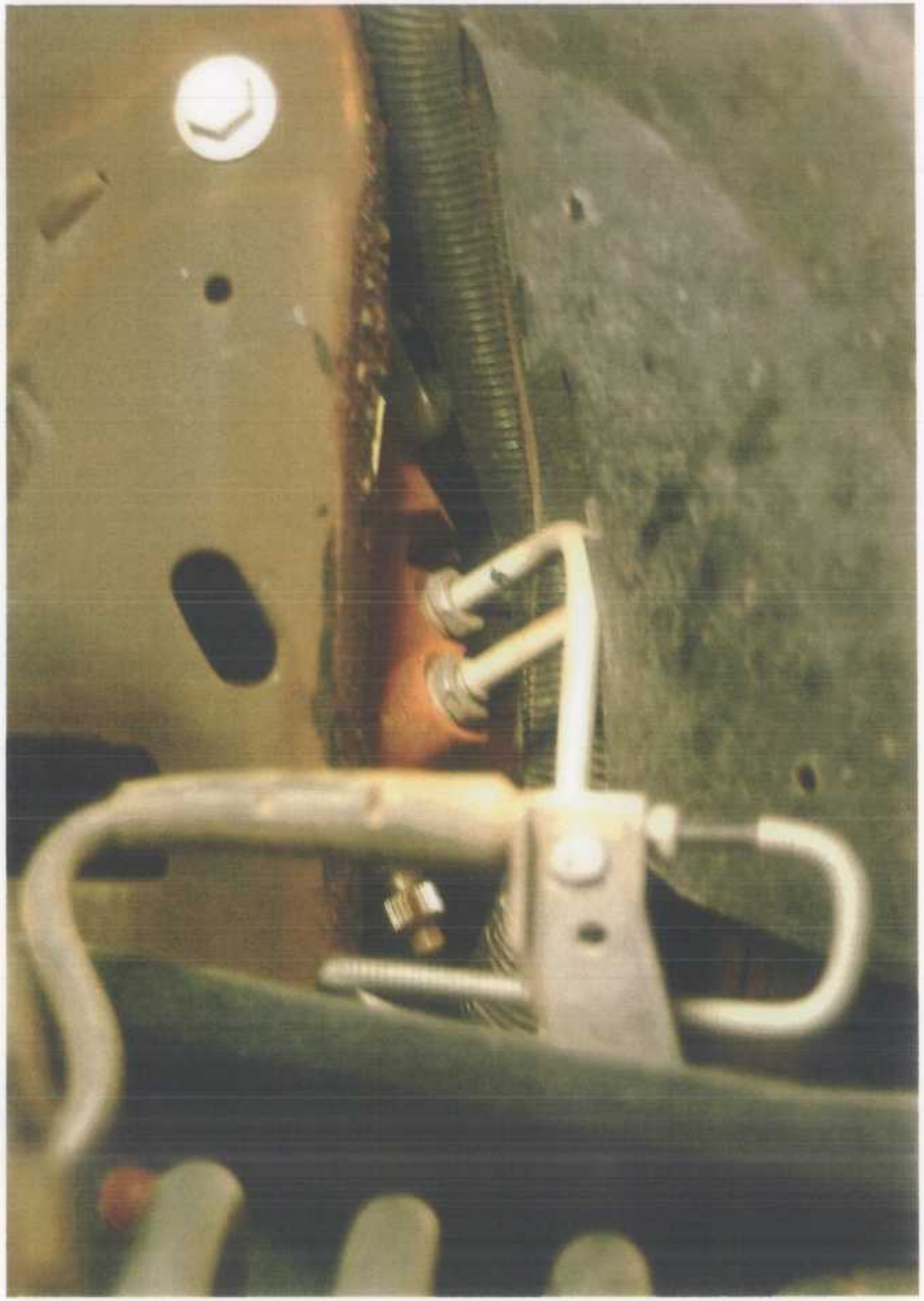

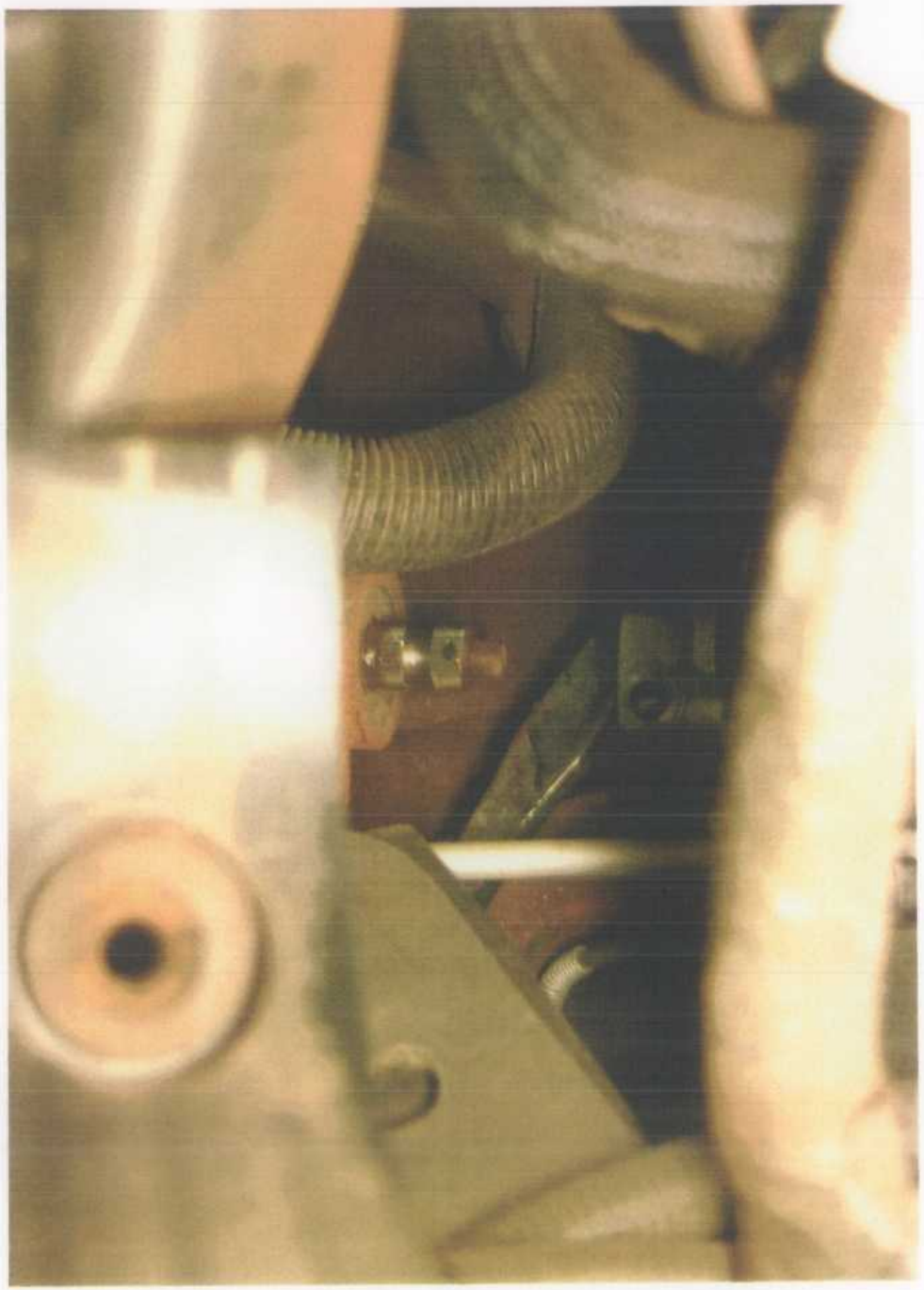

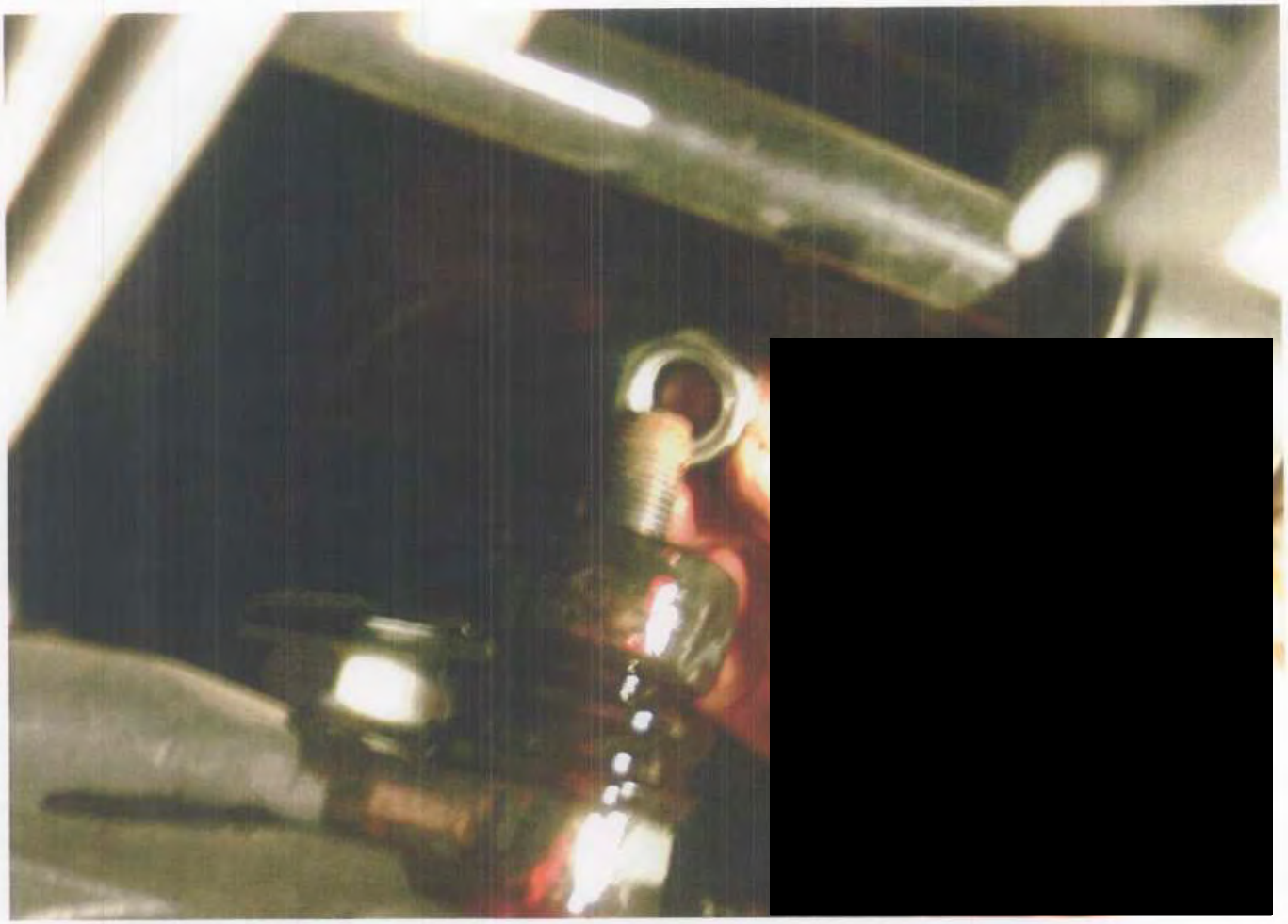

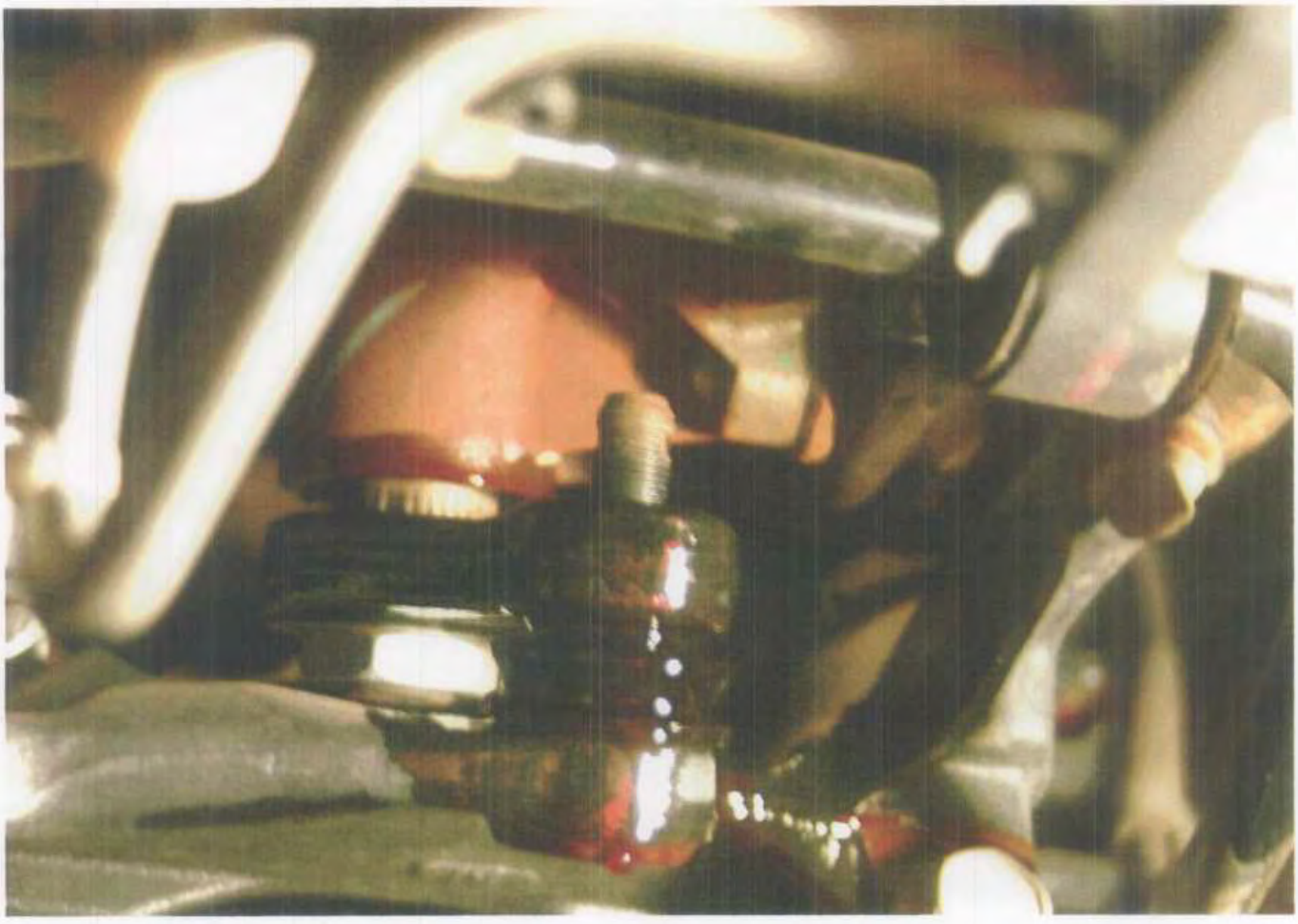

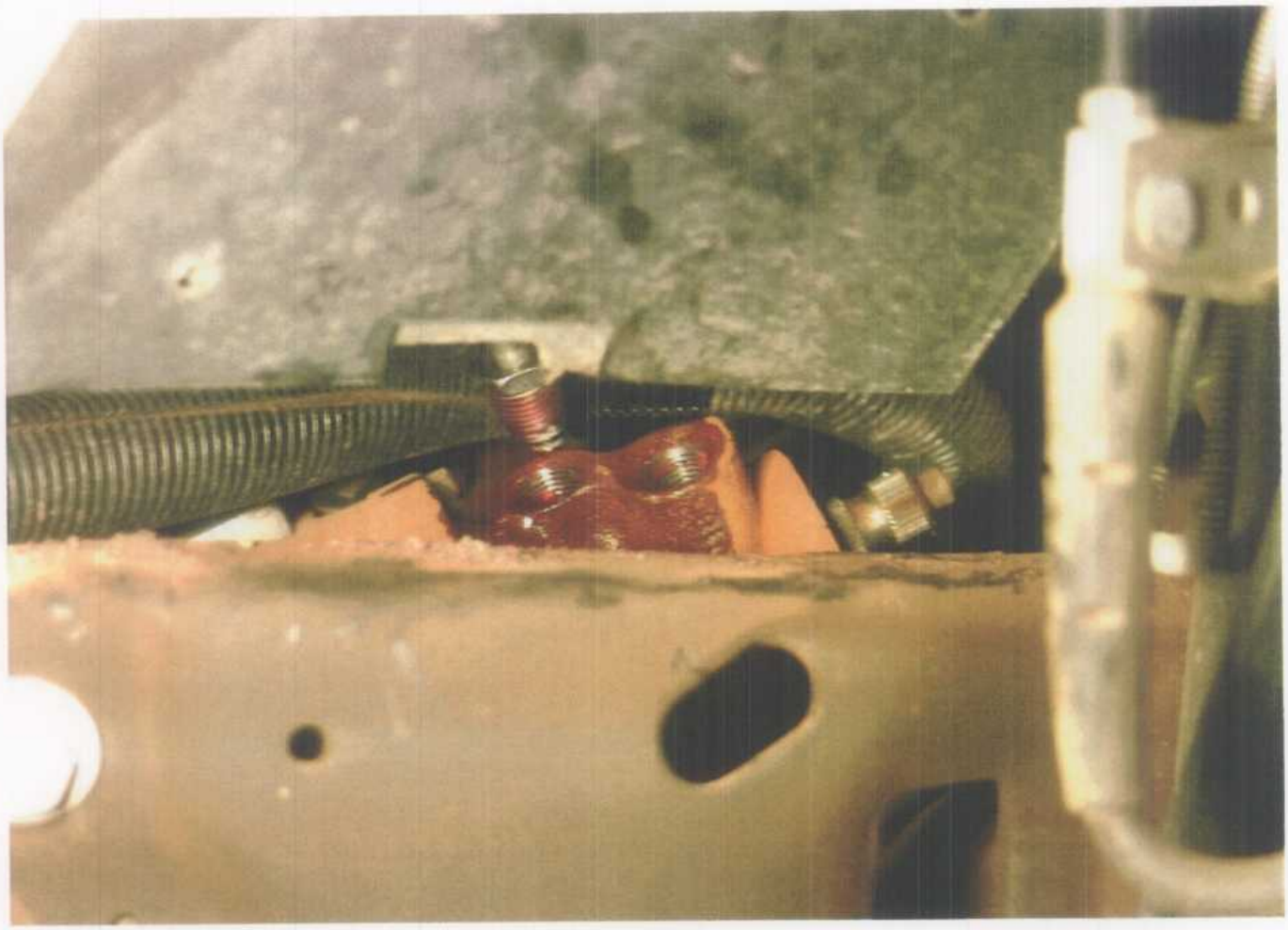

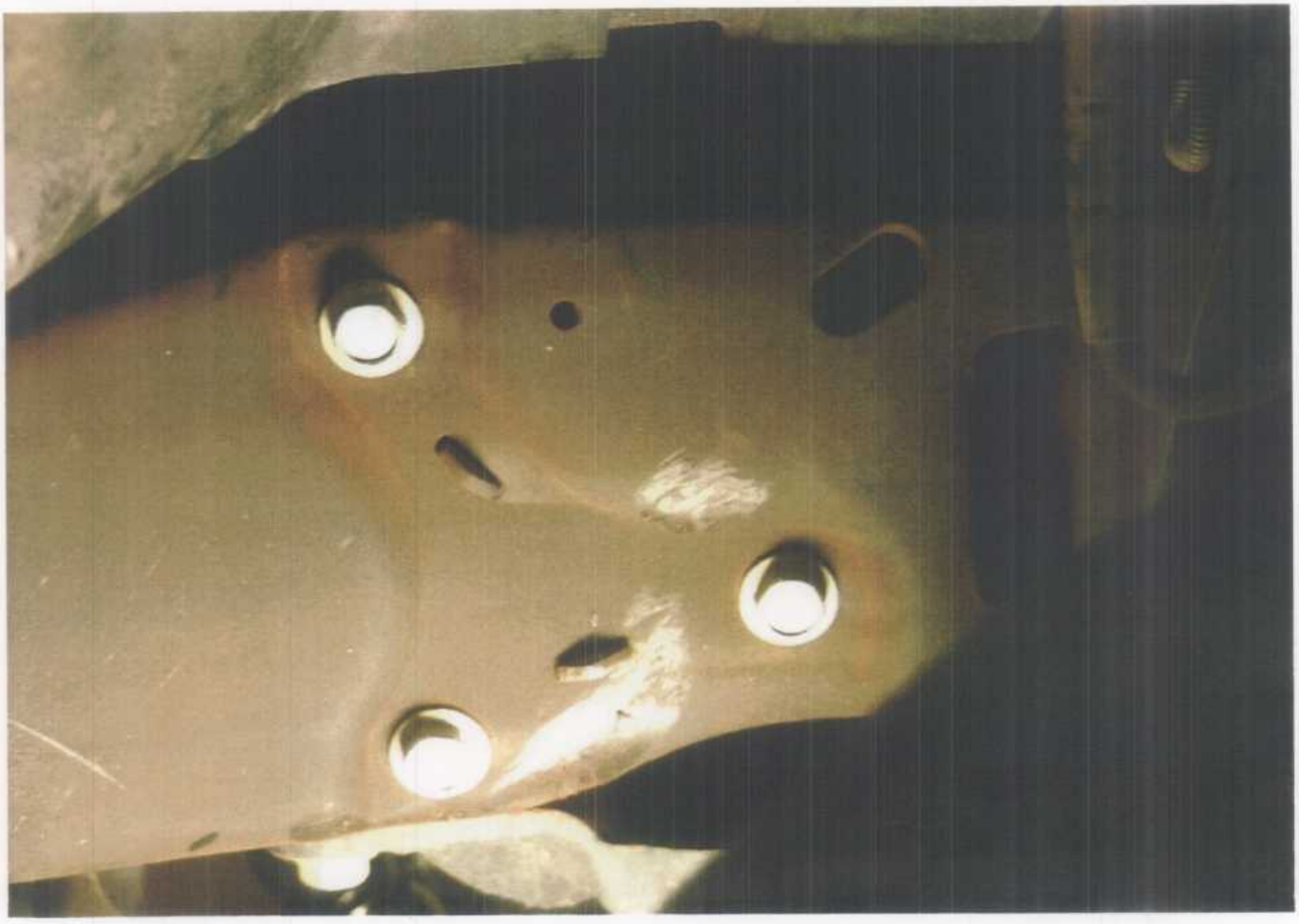

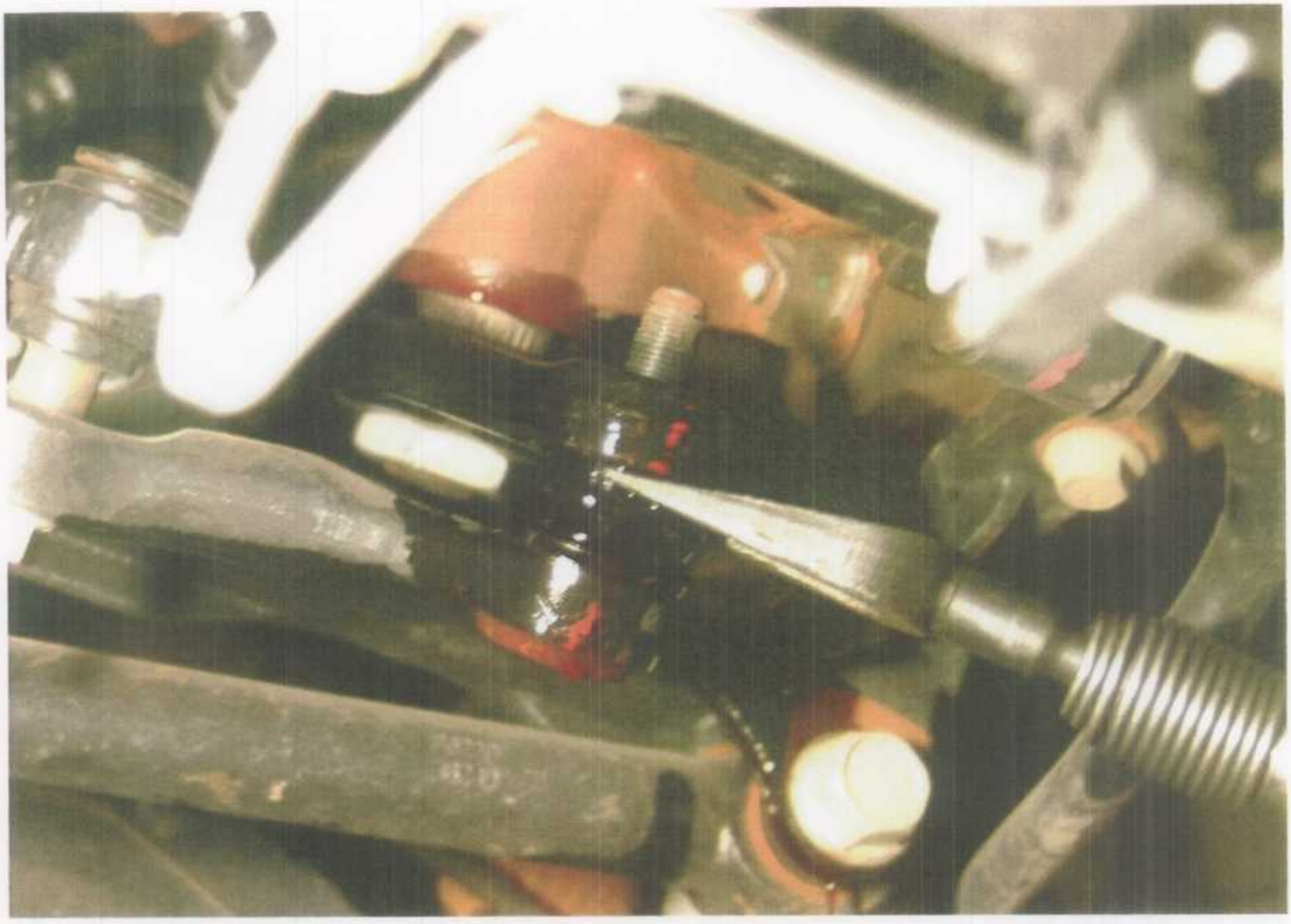

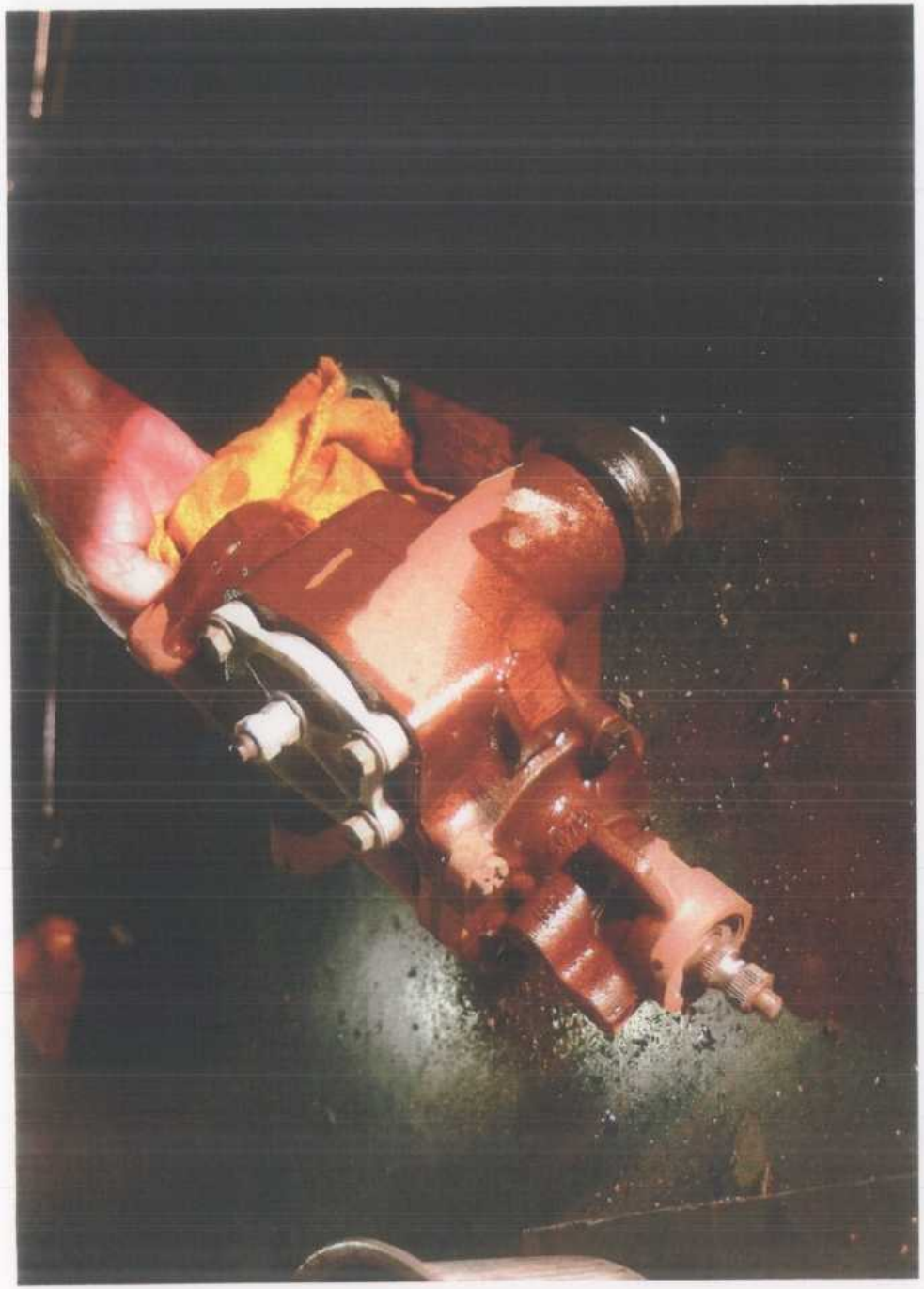

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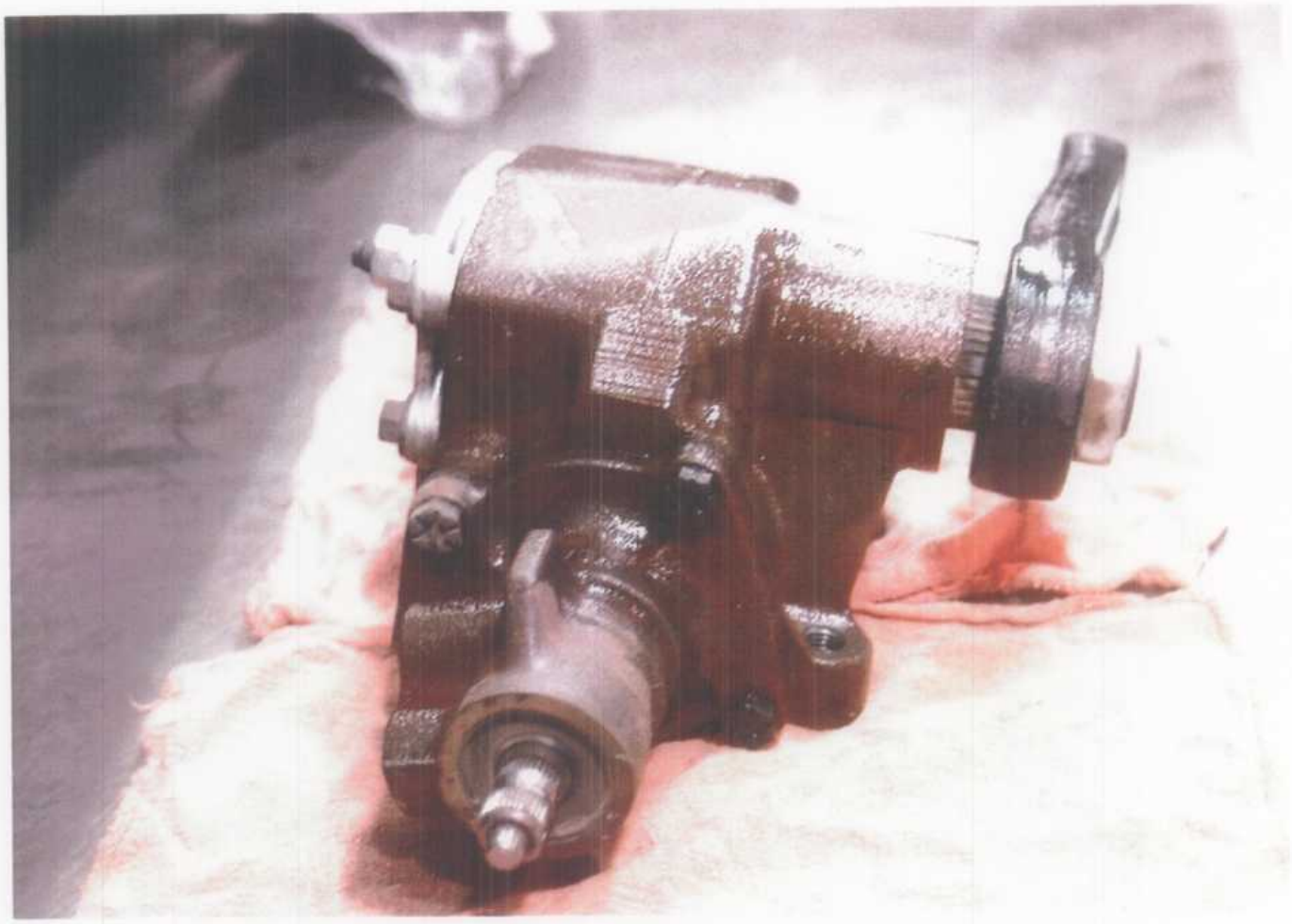

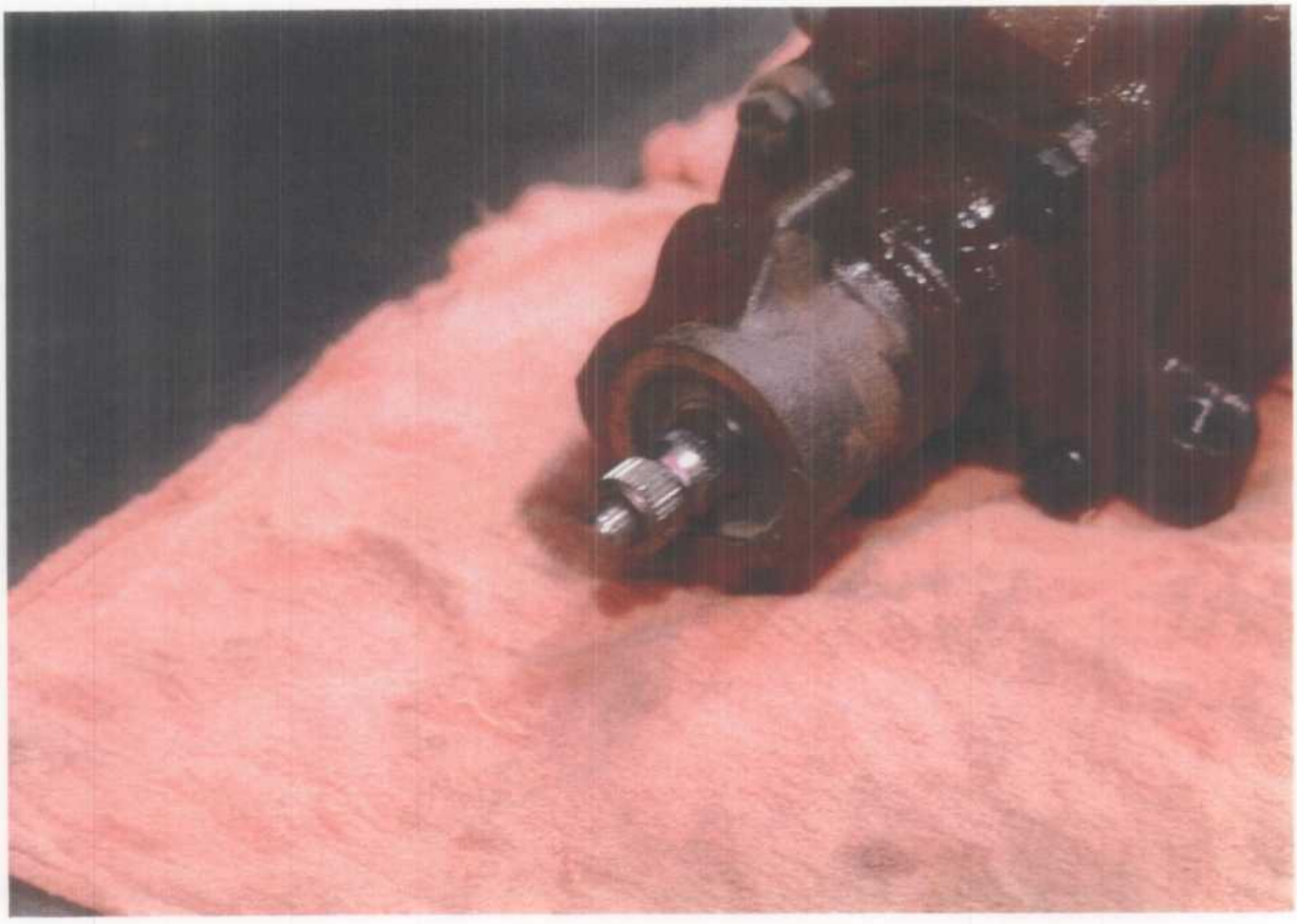

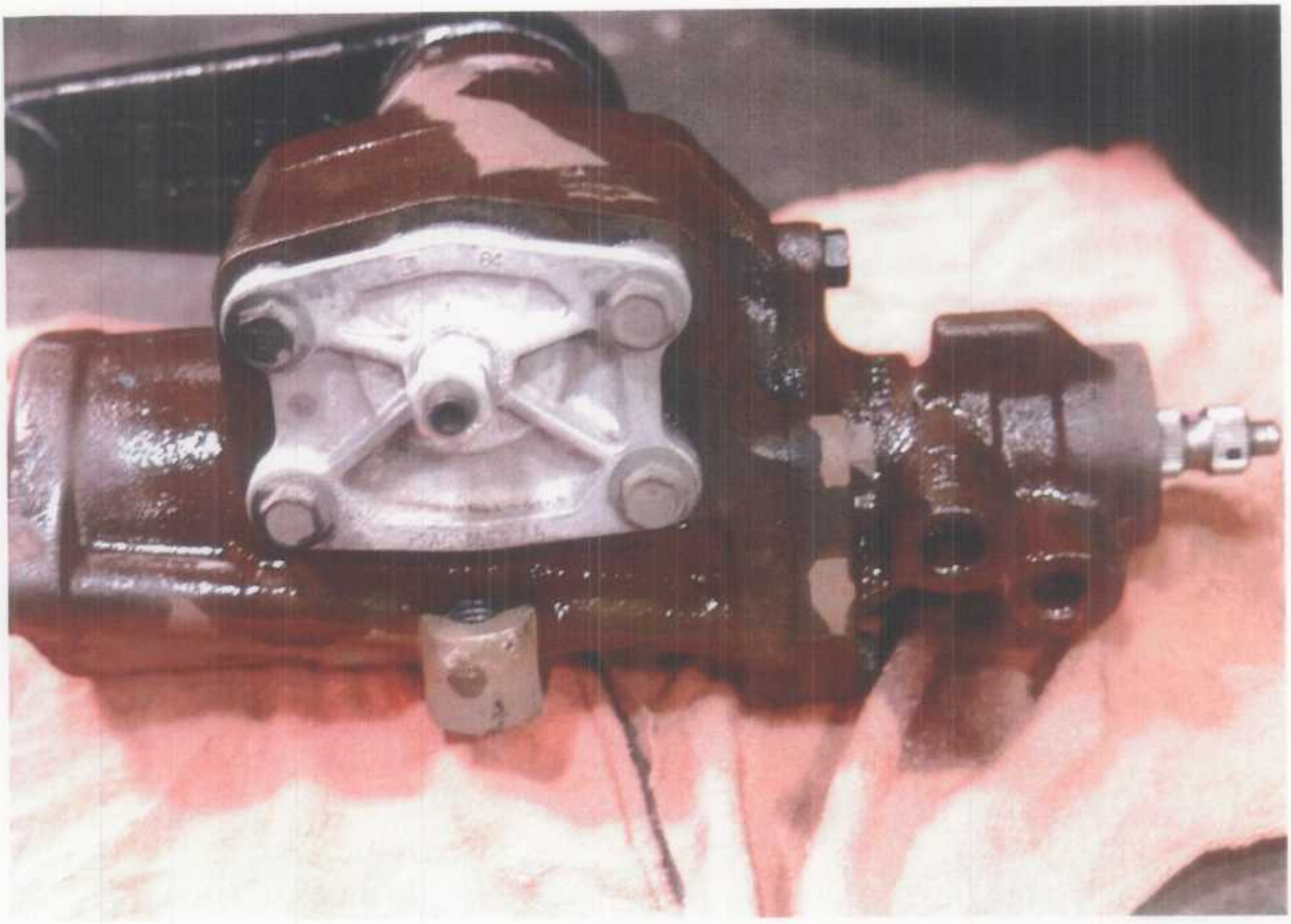

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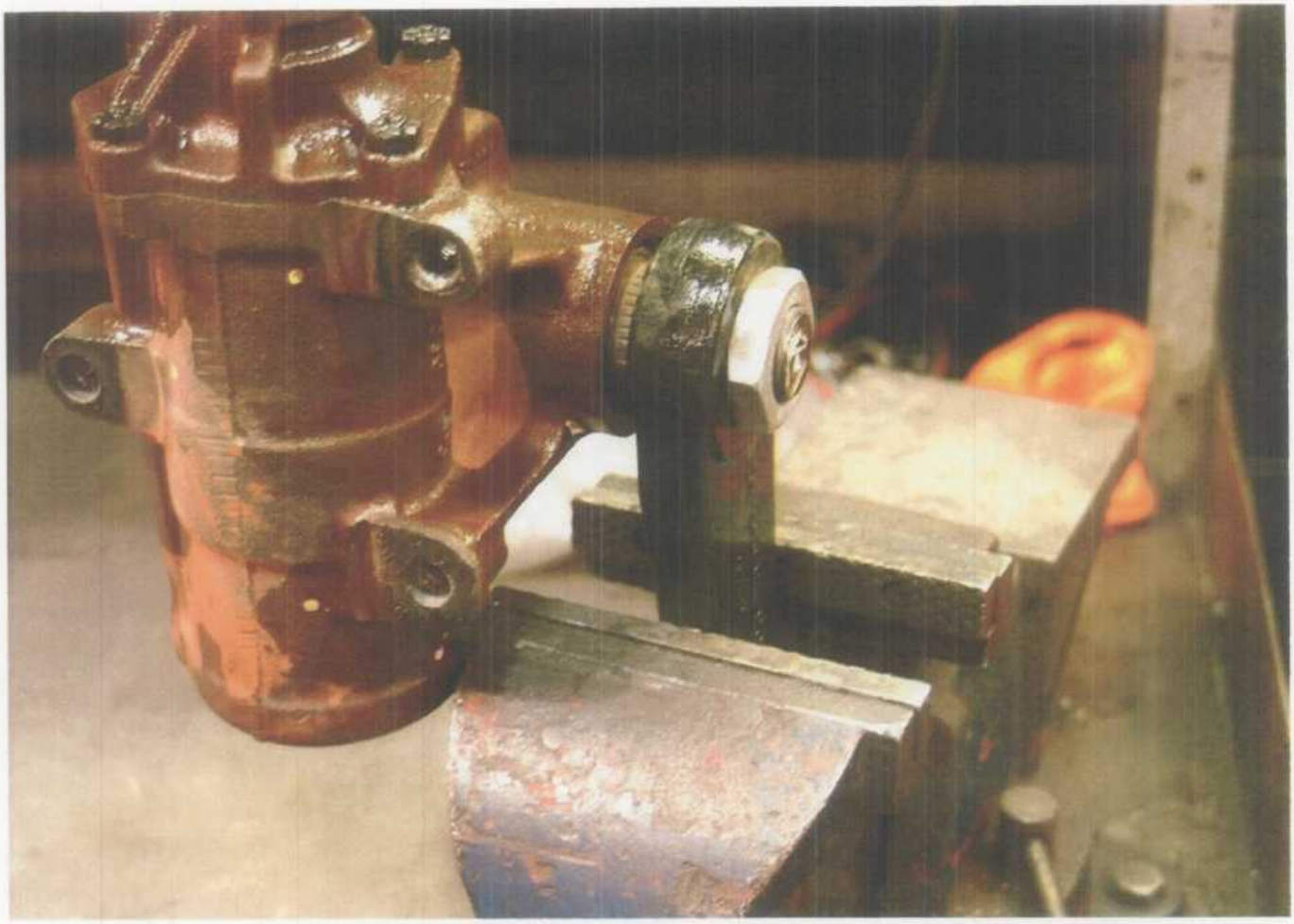

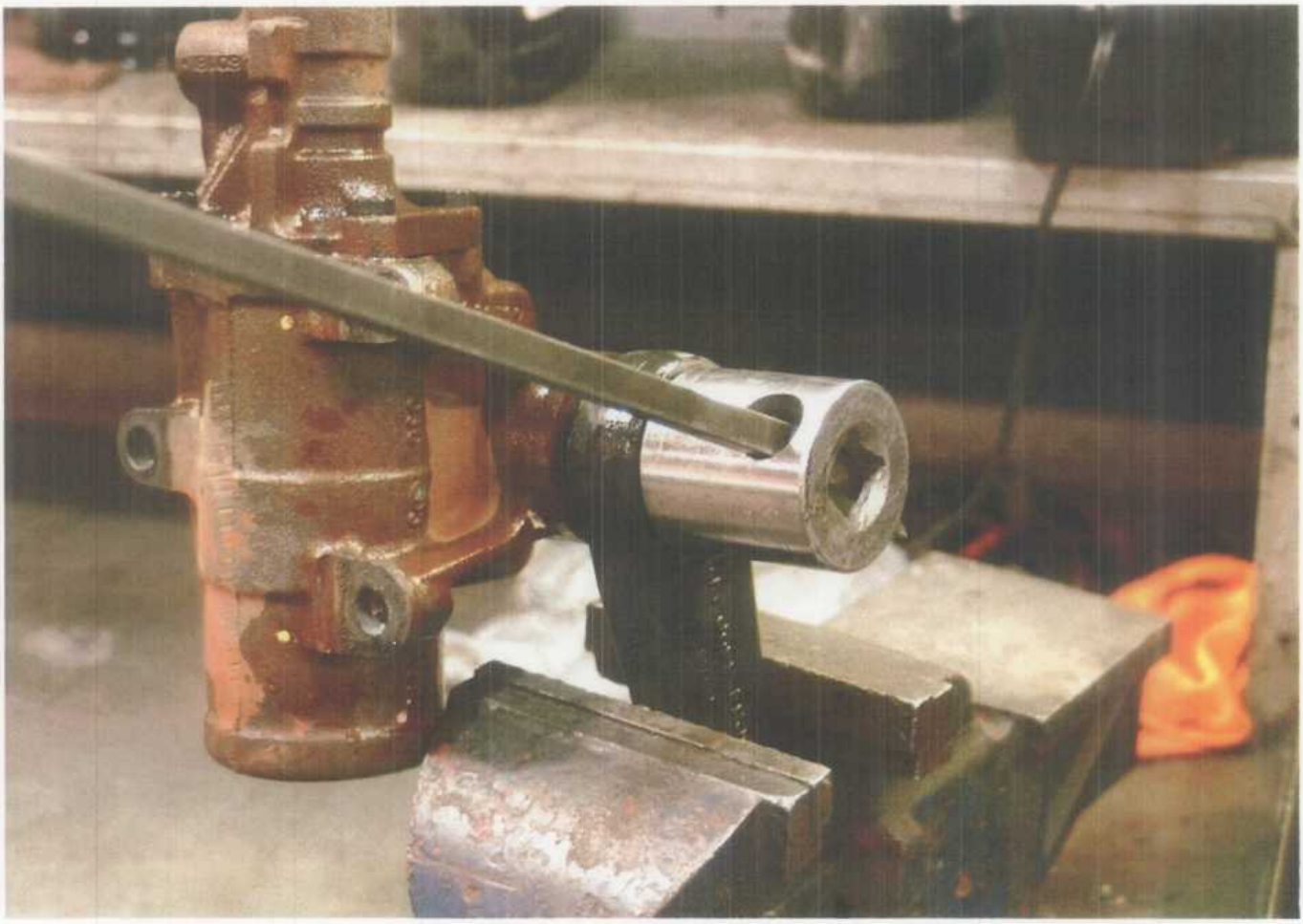

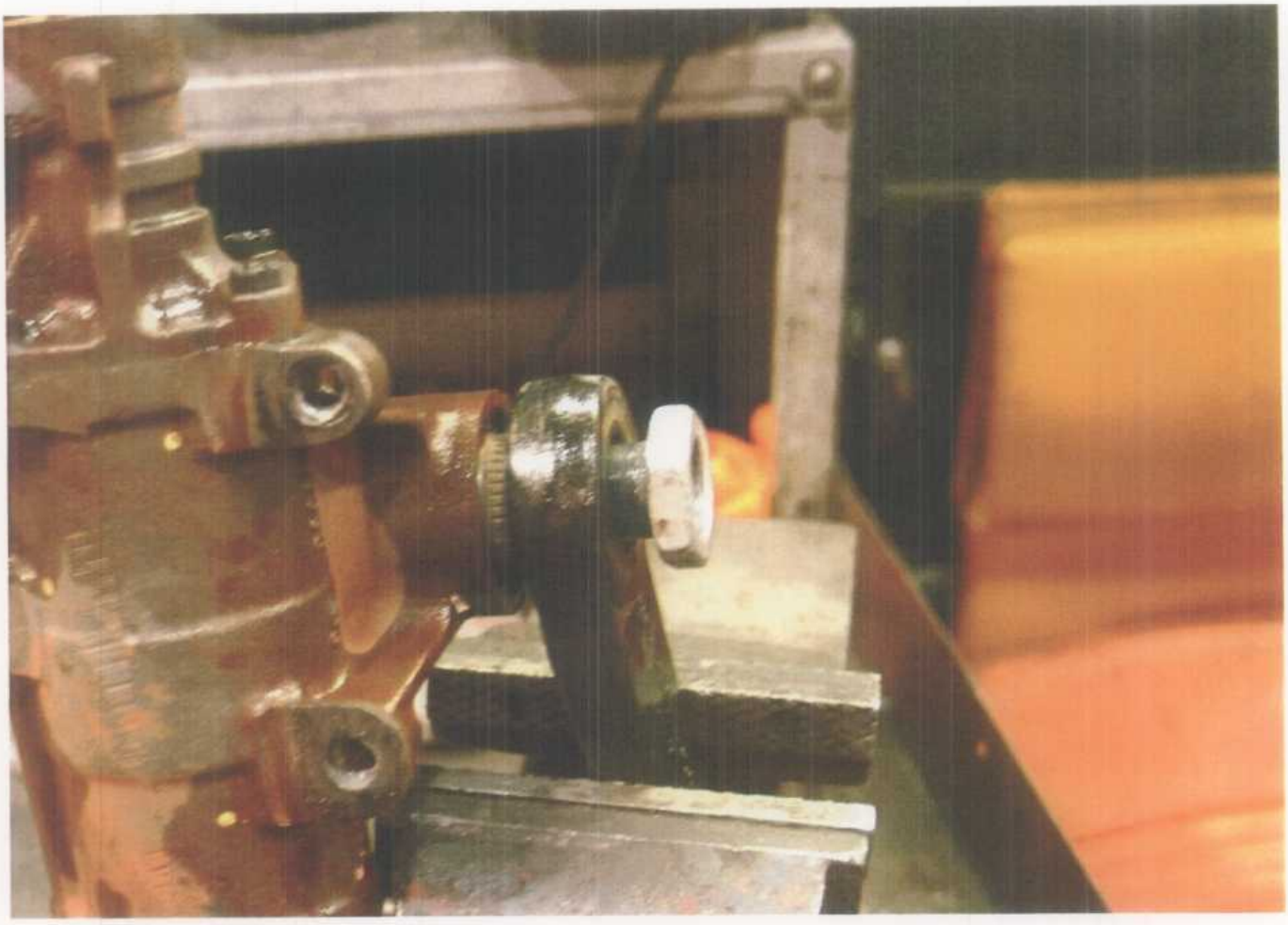

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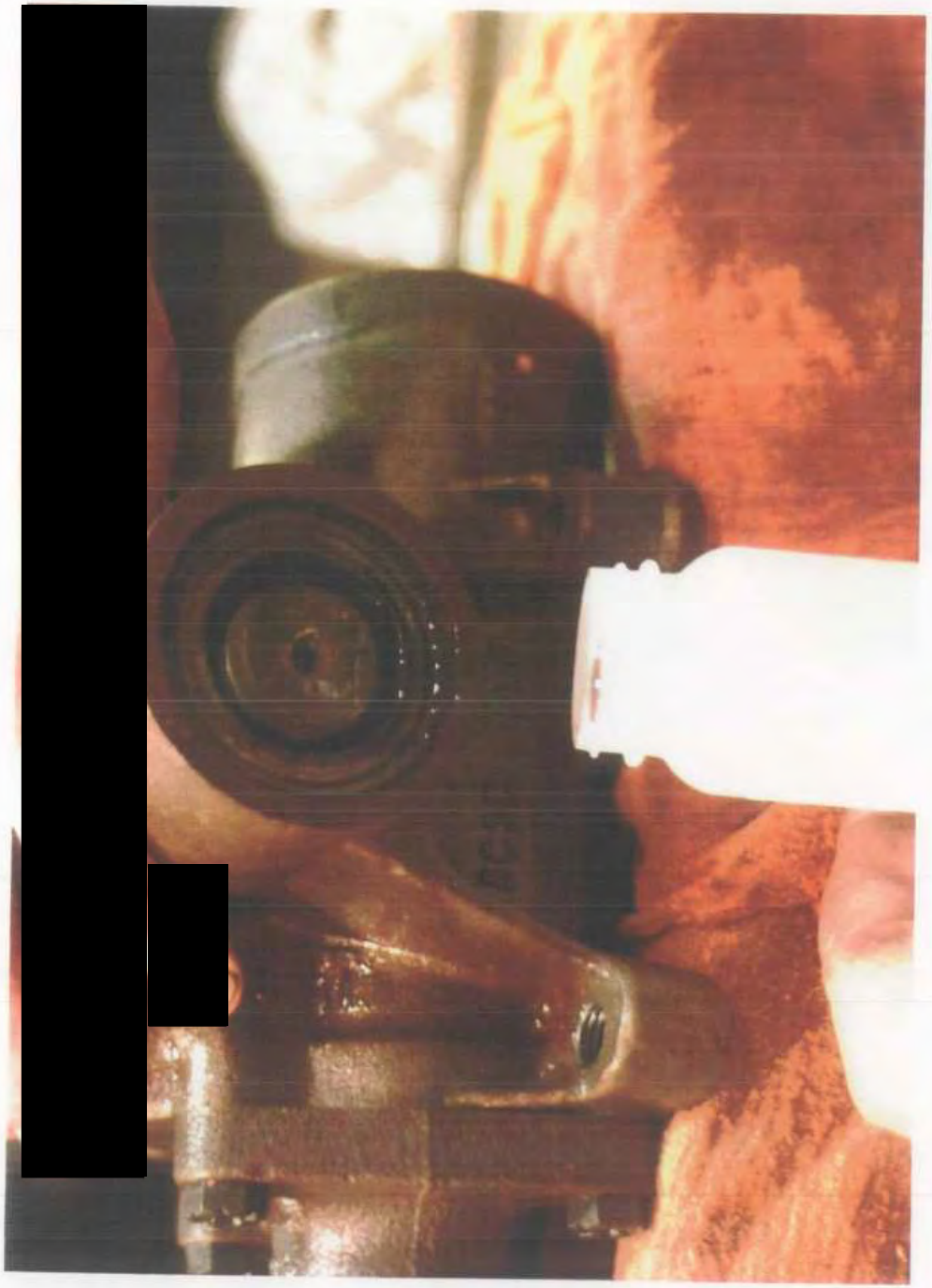

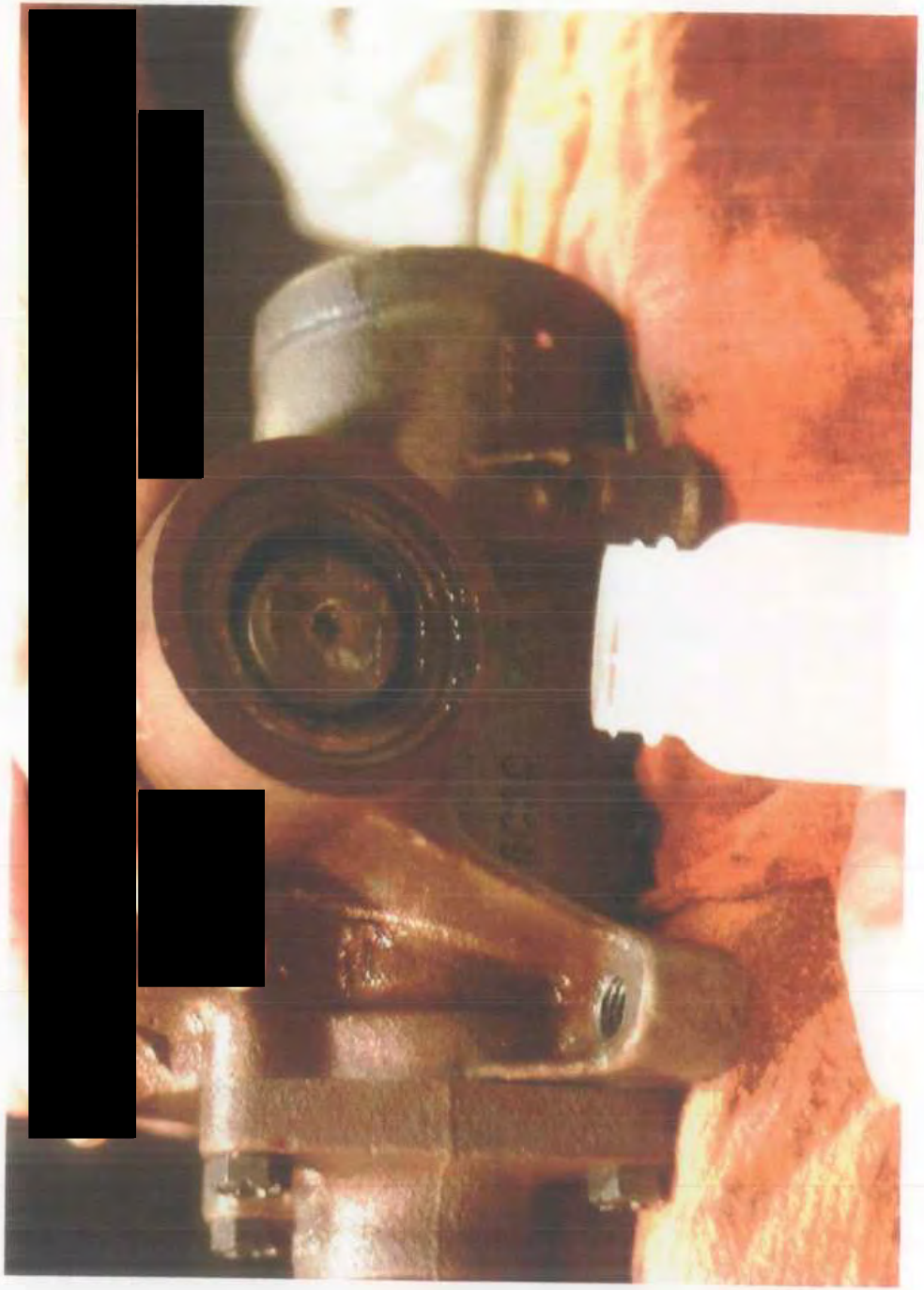

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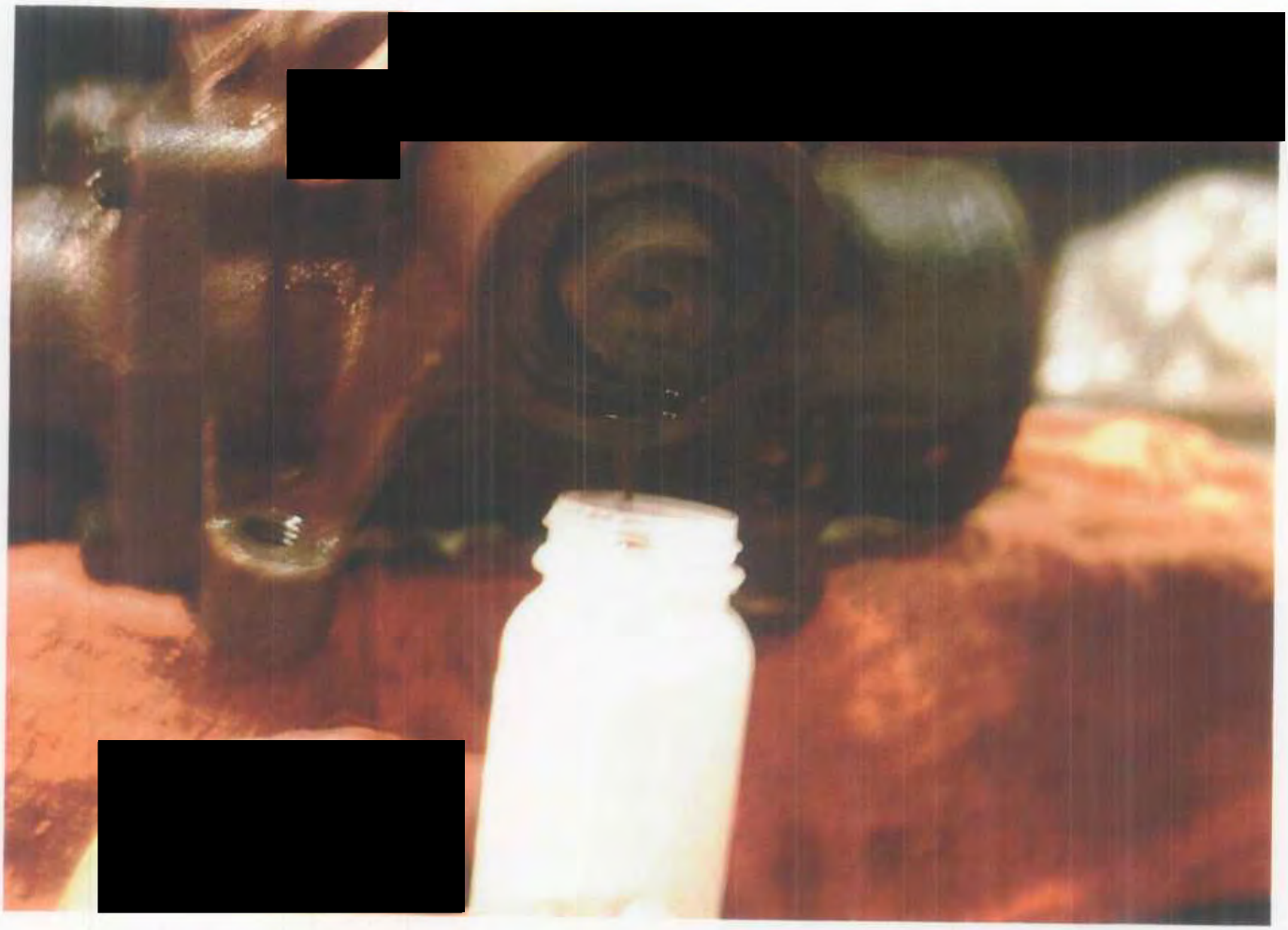

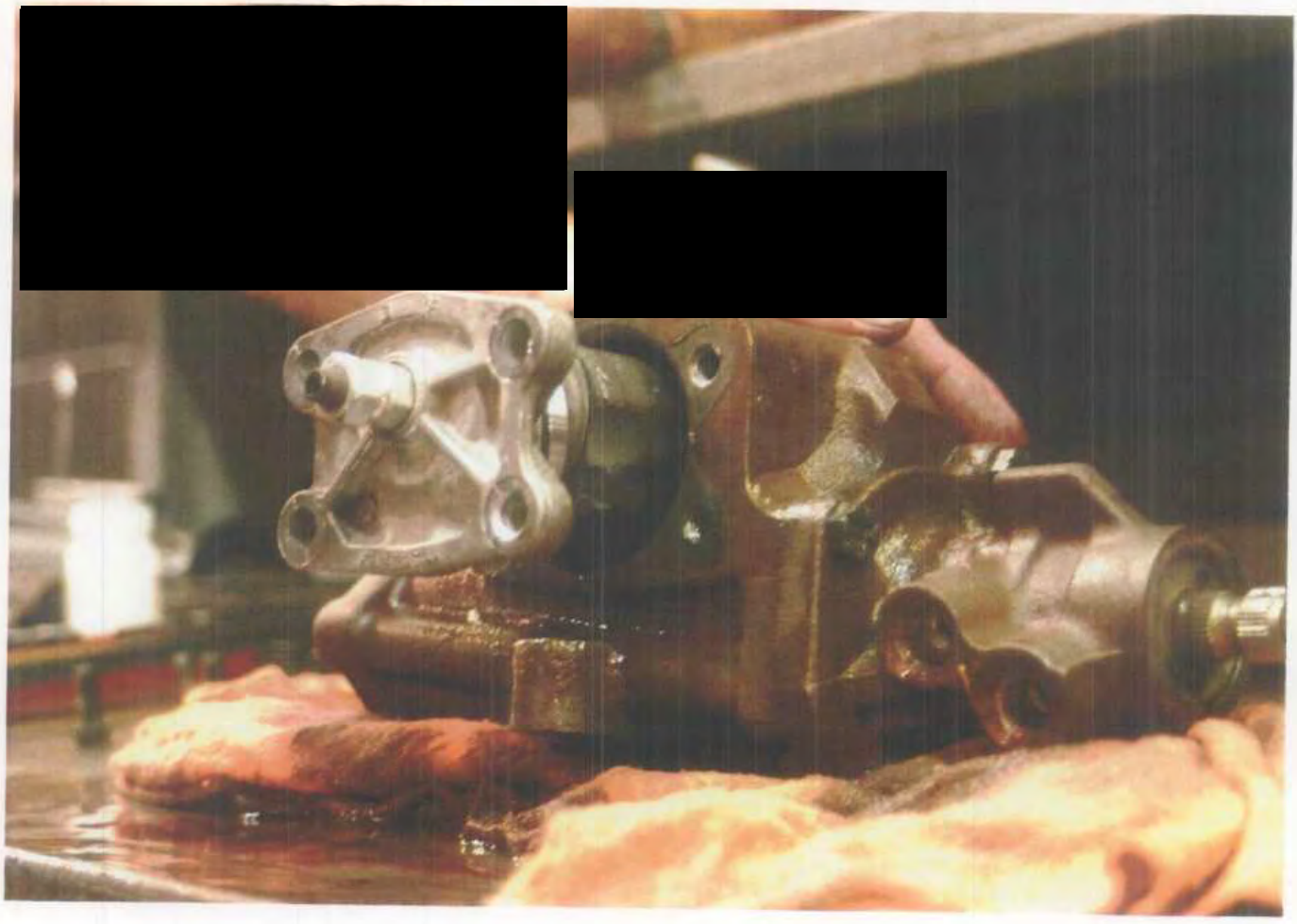

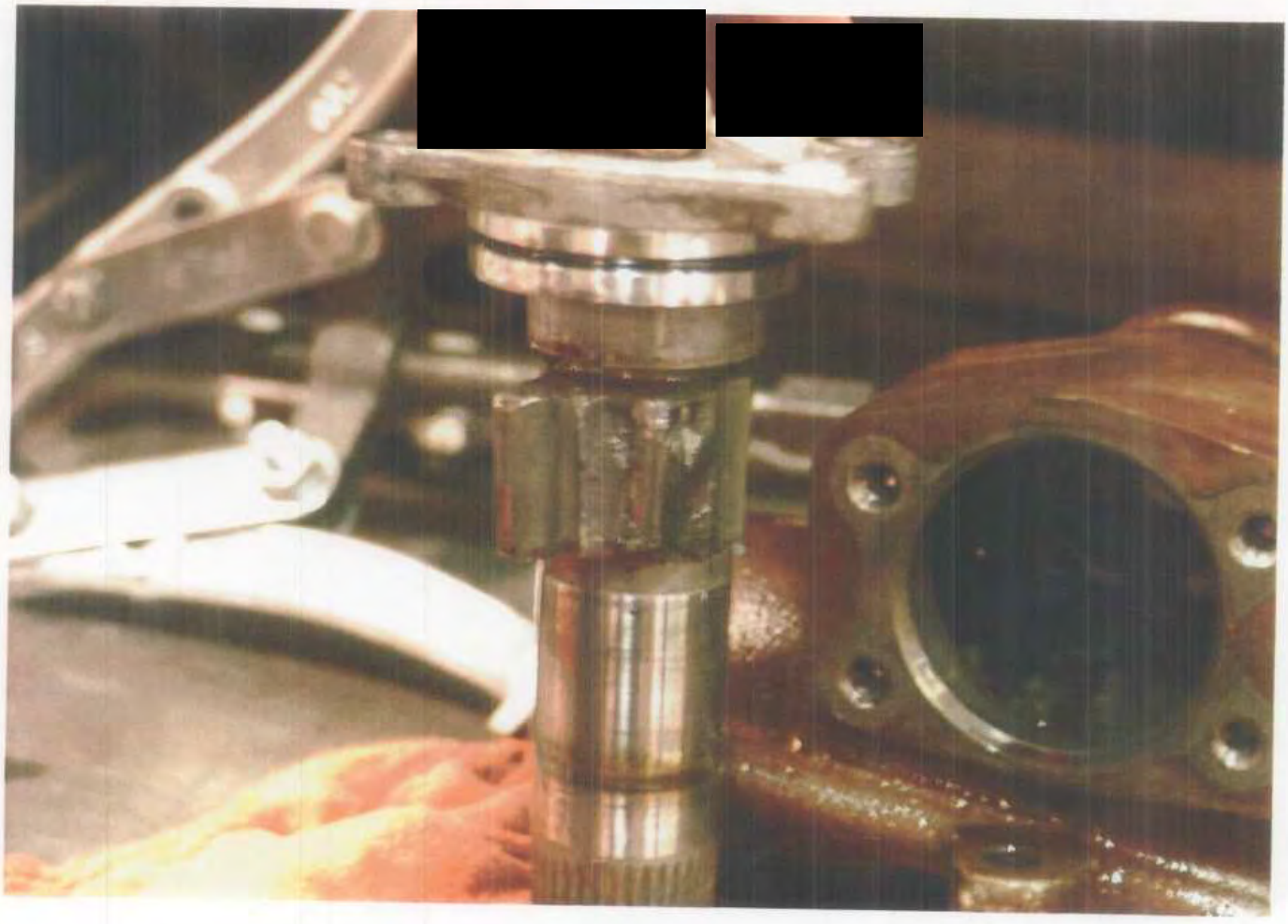

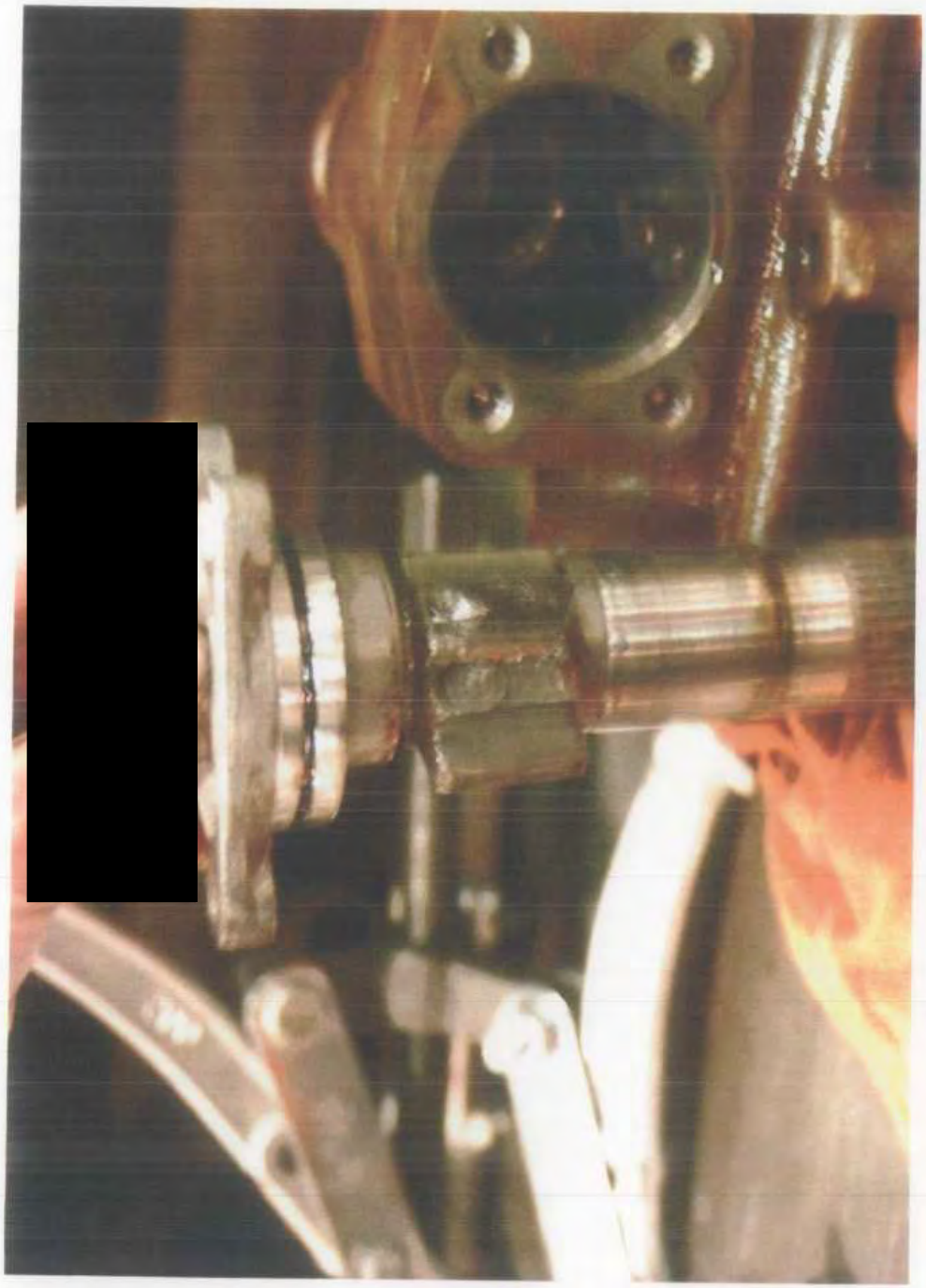

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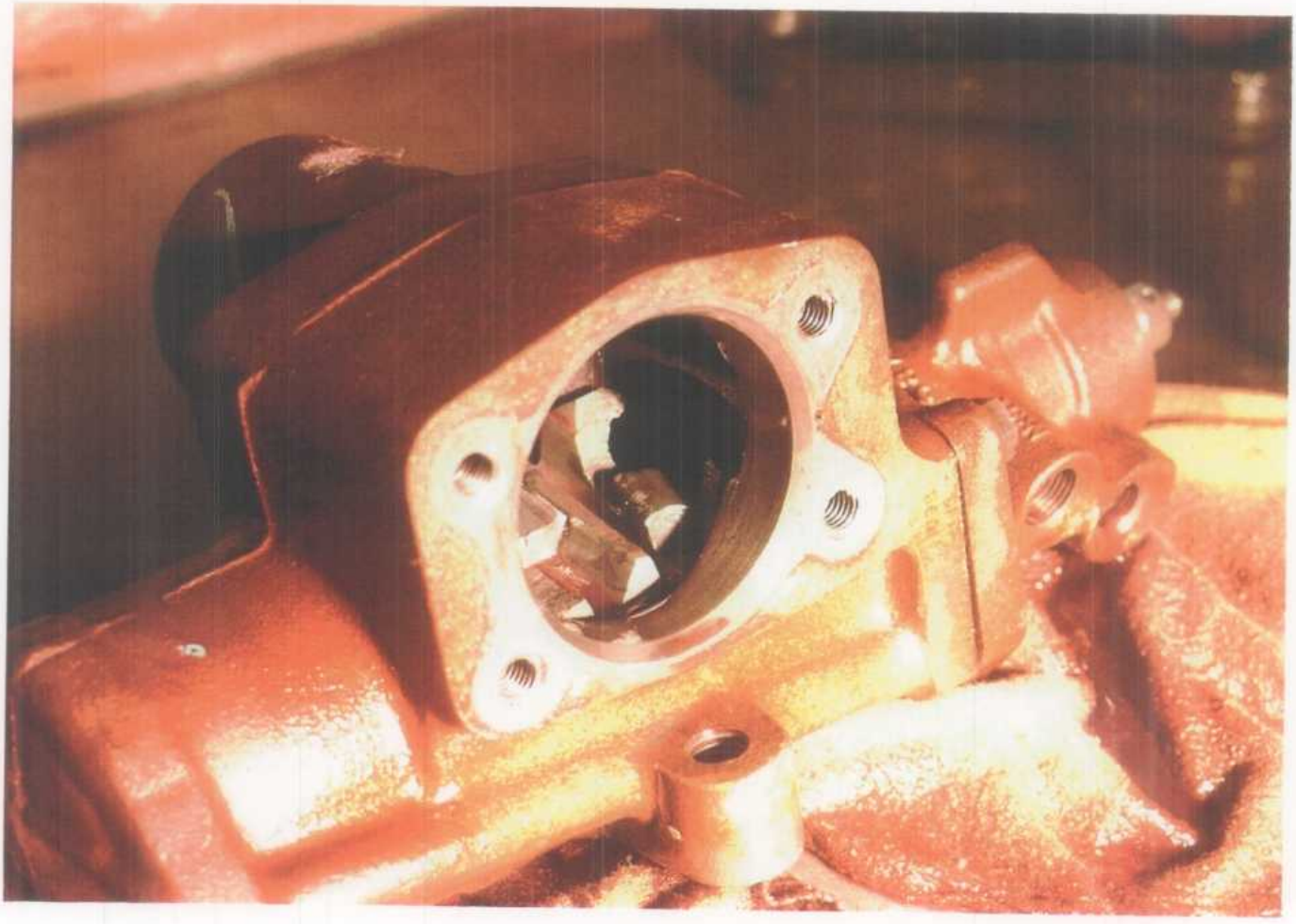

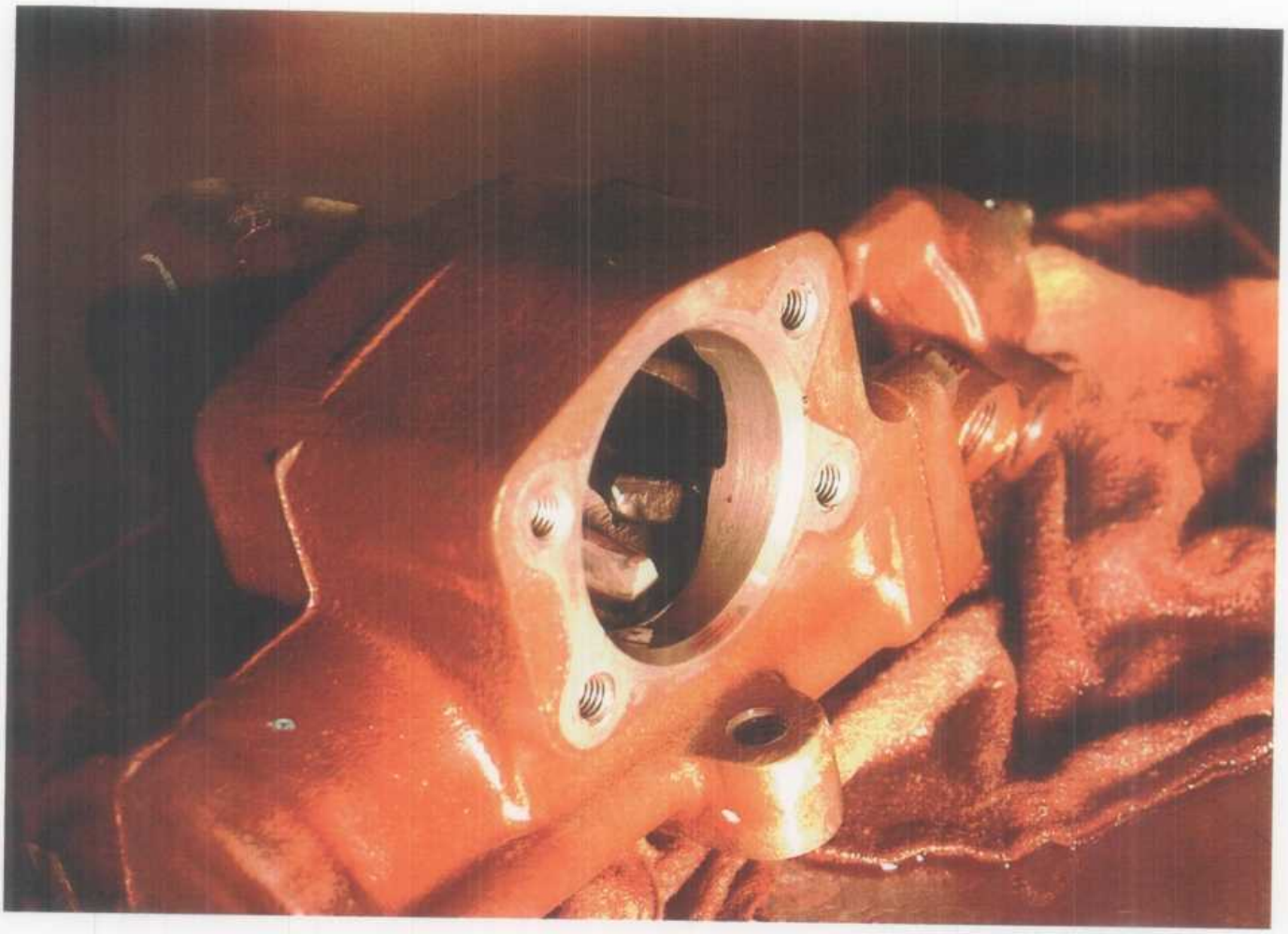

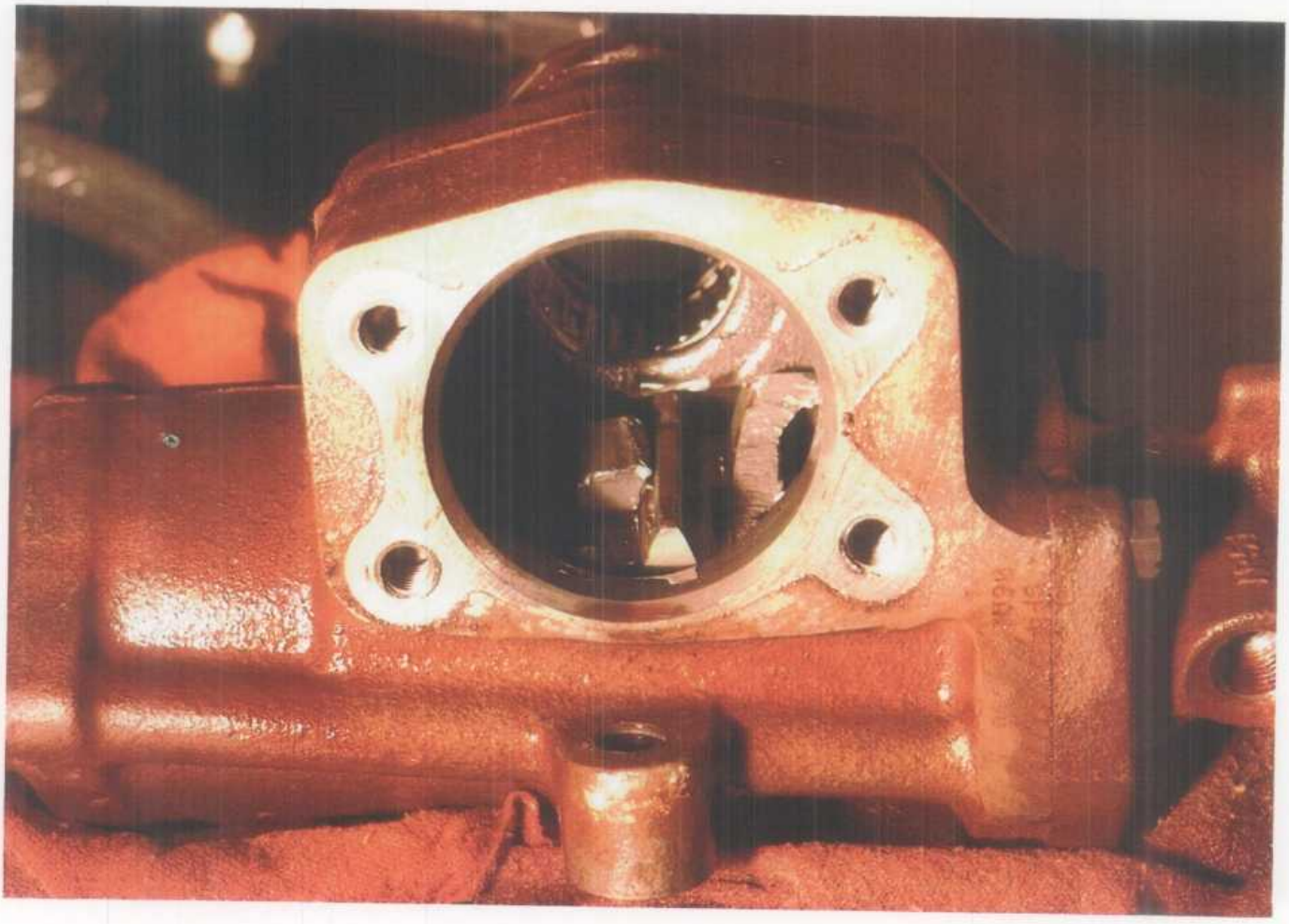

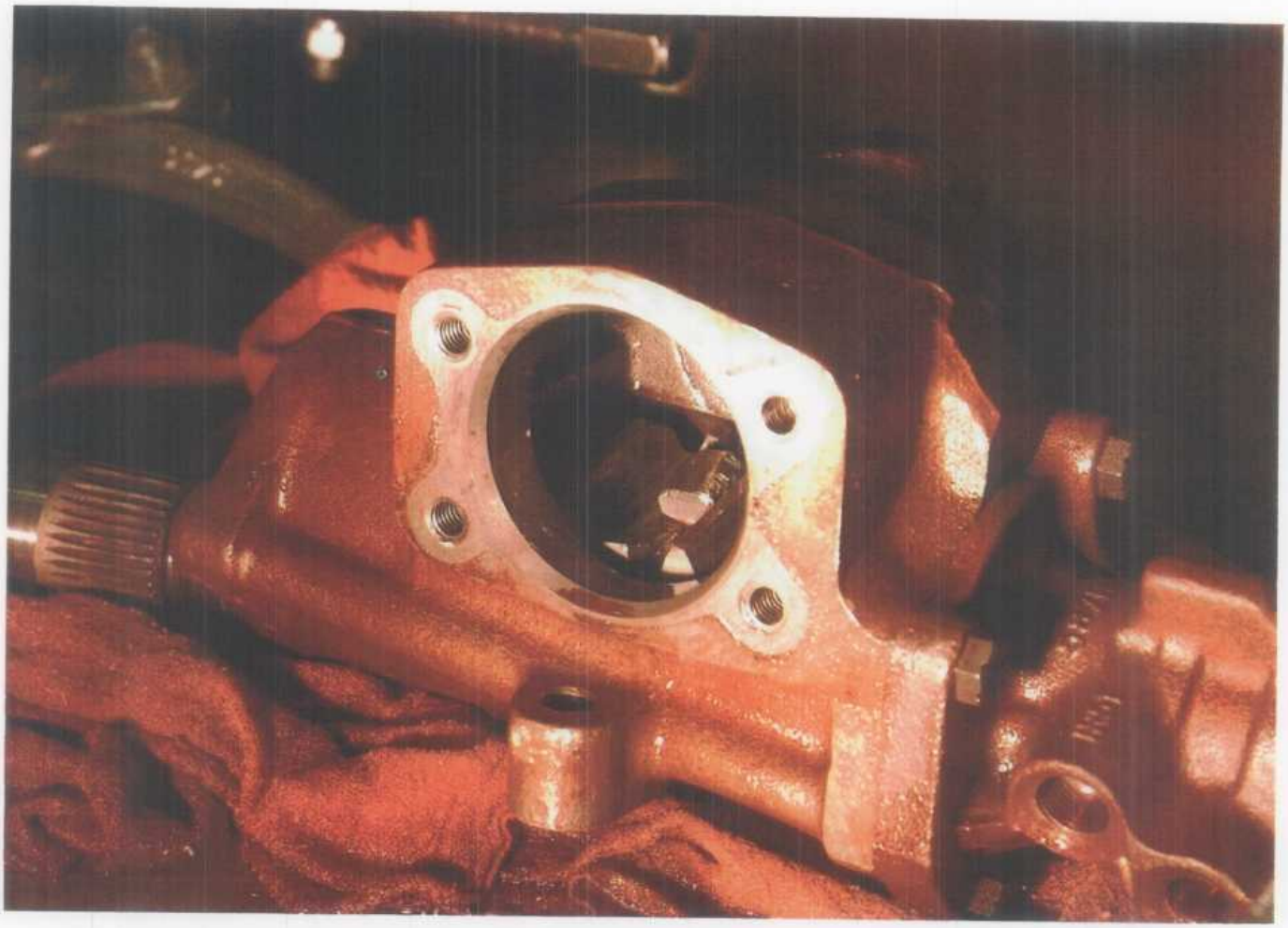

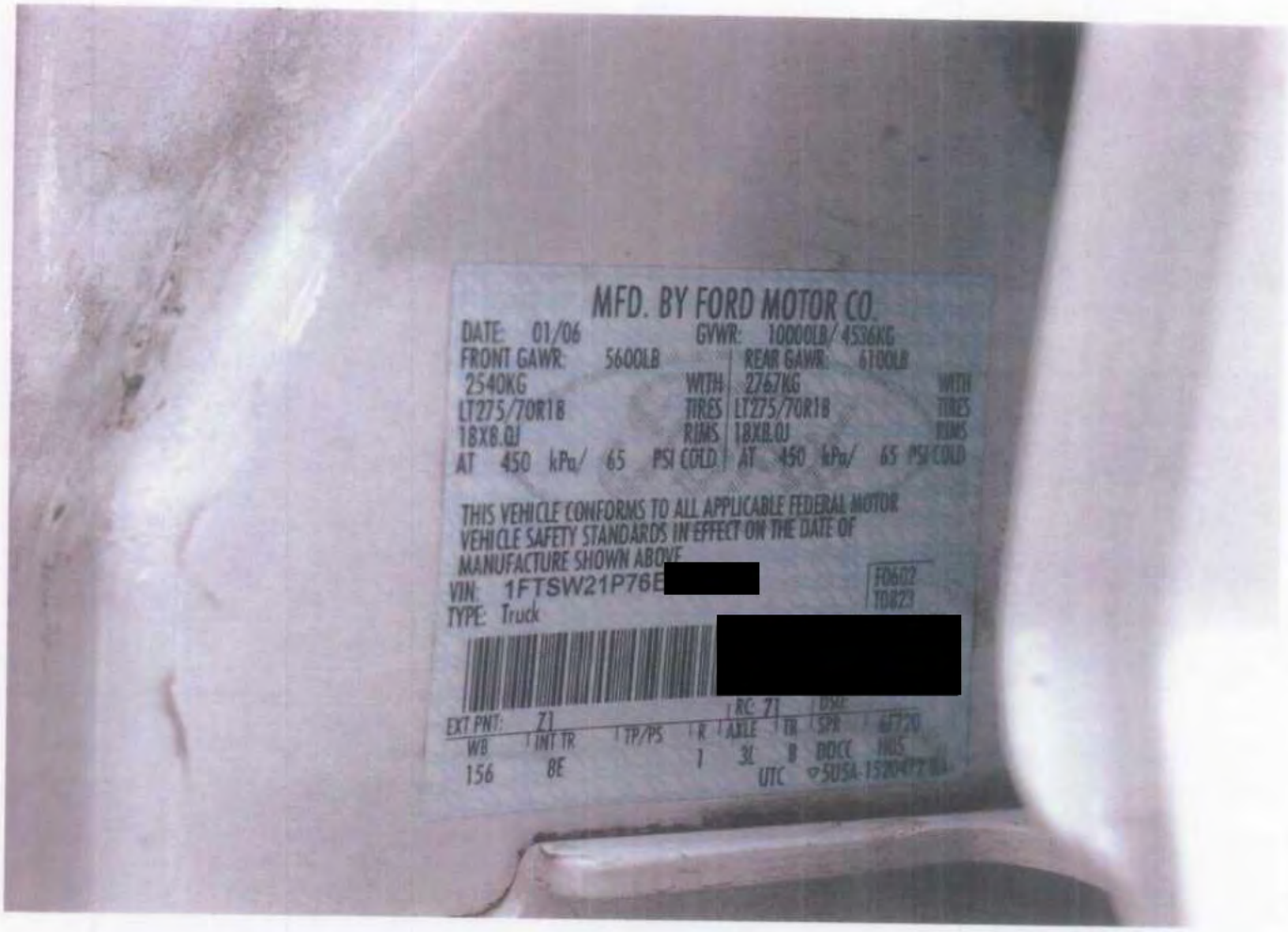
MFD. BY FORD MOTOR CO.
DATE: 01/06
GVWR: 10000LB/4536KG
FRONT GAWR: 5600LB
2540KG
REAR GAWR: 6100LB
2767KG
WITH TIRES RIMS
LT275/70R18
18X8.0J
AT 450 kPa/ 65 PSI COLD
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE
VIN: 1FTSW21P76E[redacted]
F0602
T0823
TYPE: Truck
[redacted]
EXT PNT: Z1
RC: Z1
WB
INT TR
TP/PS
R
AXLE
TR
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UTC

ABS
BRAKE
MPH
km/h
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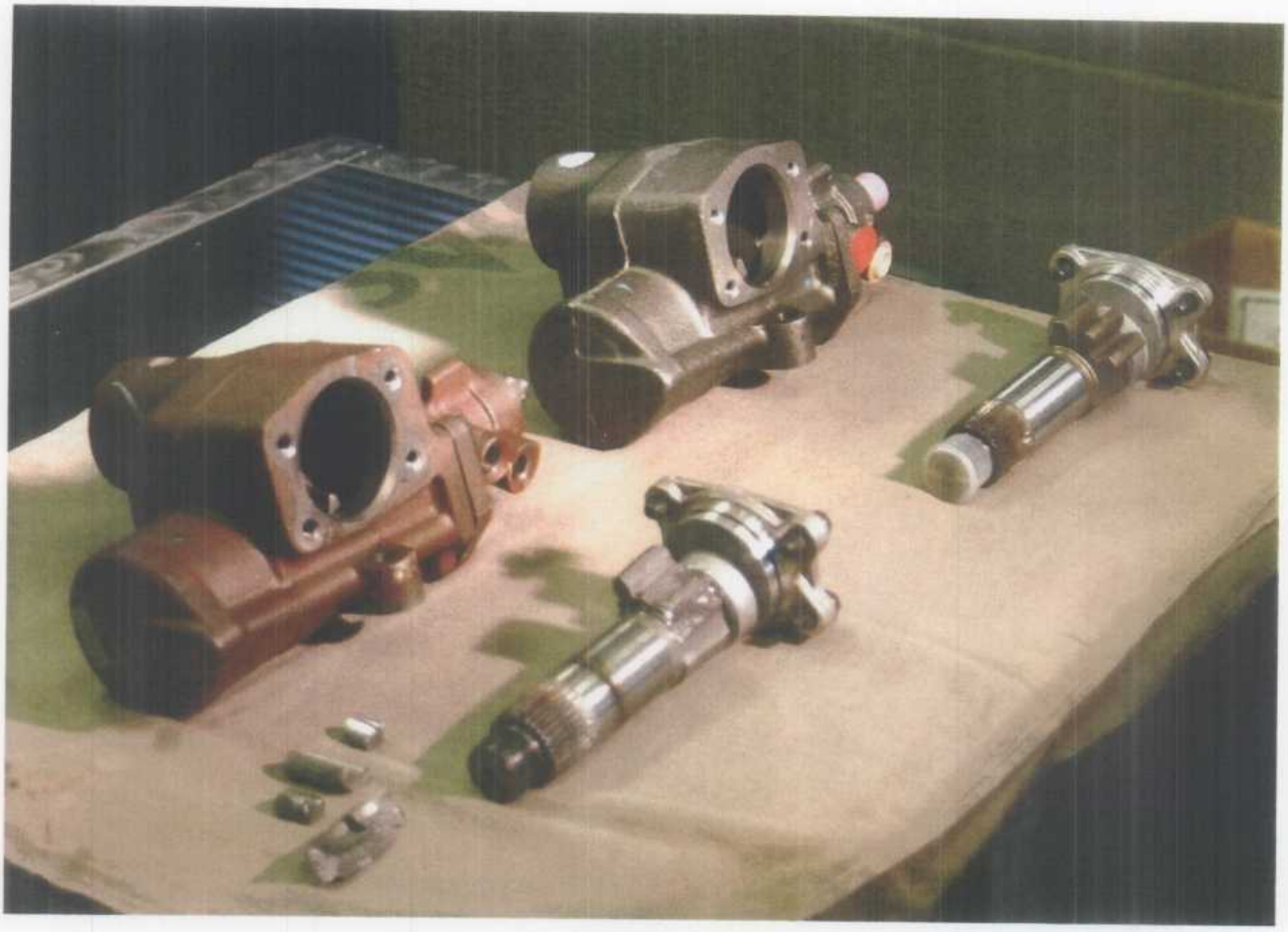

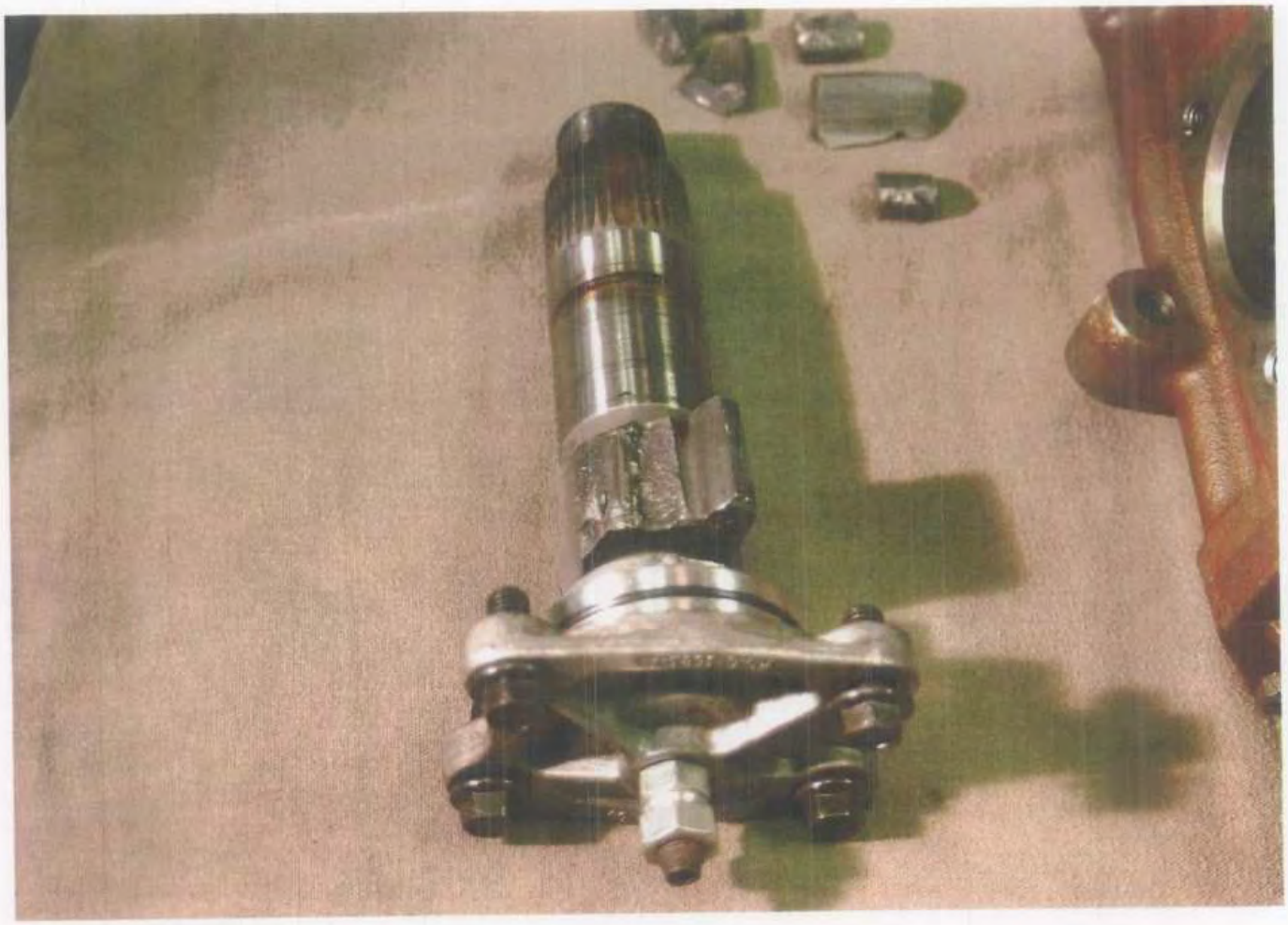

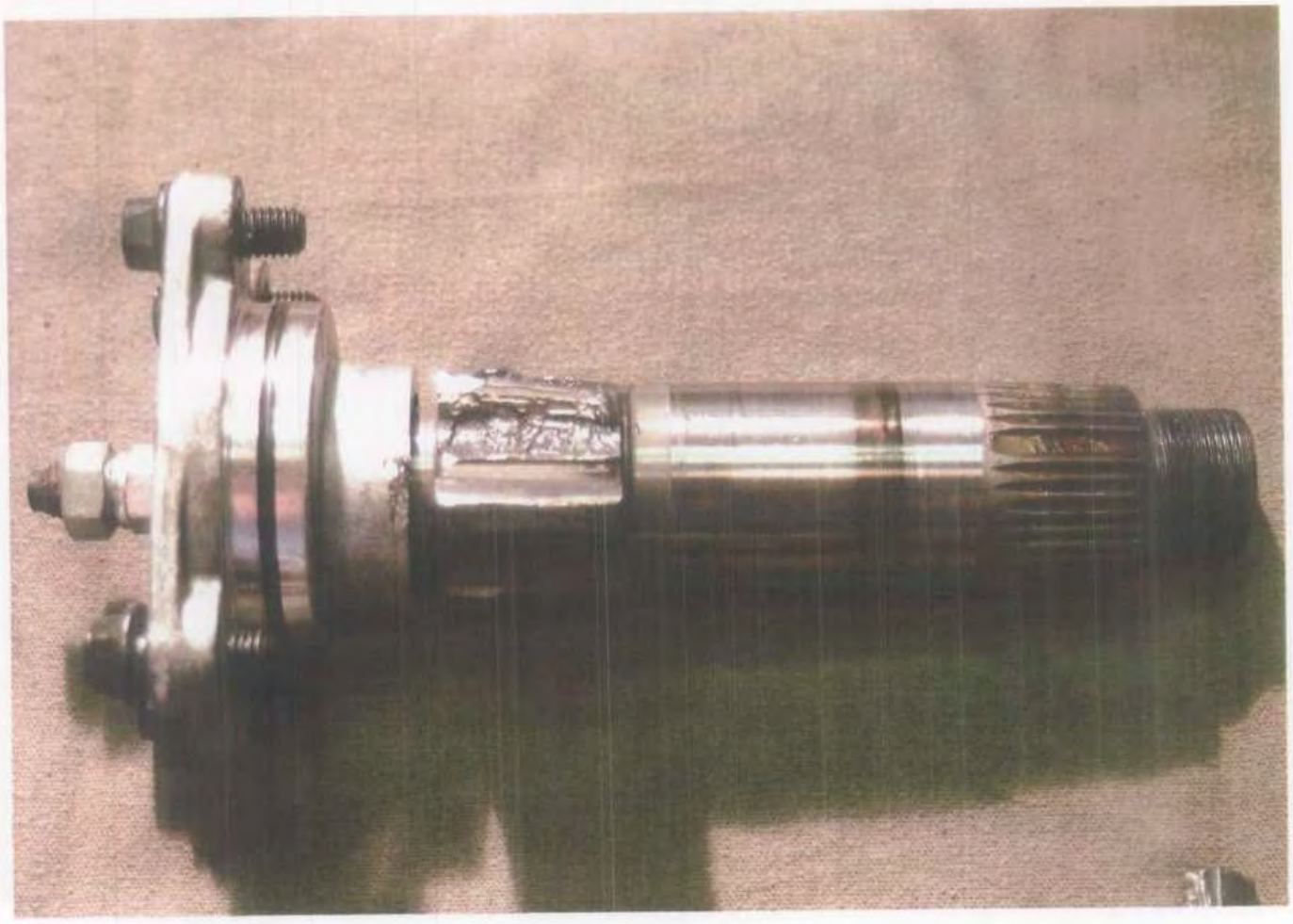

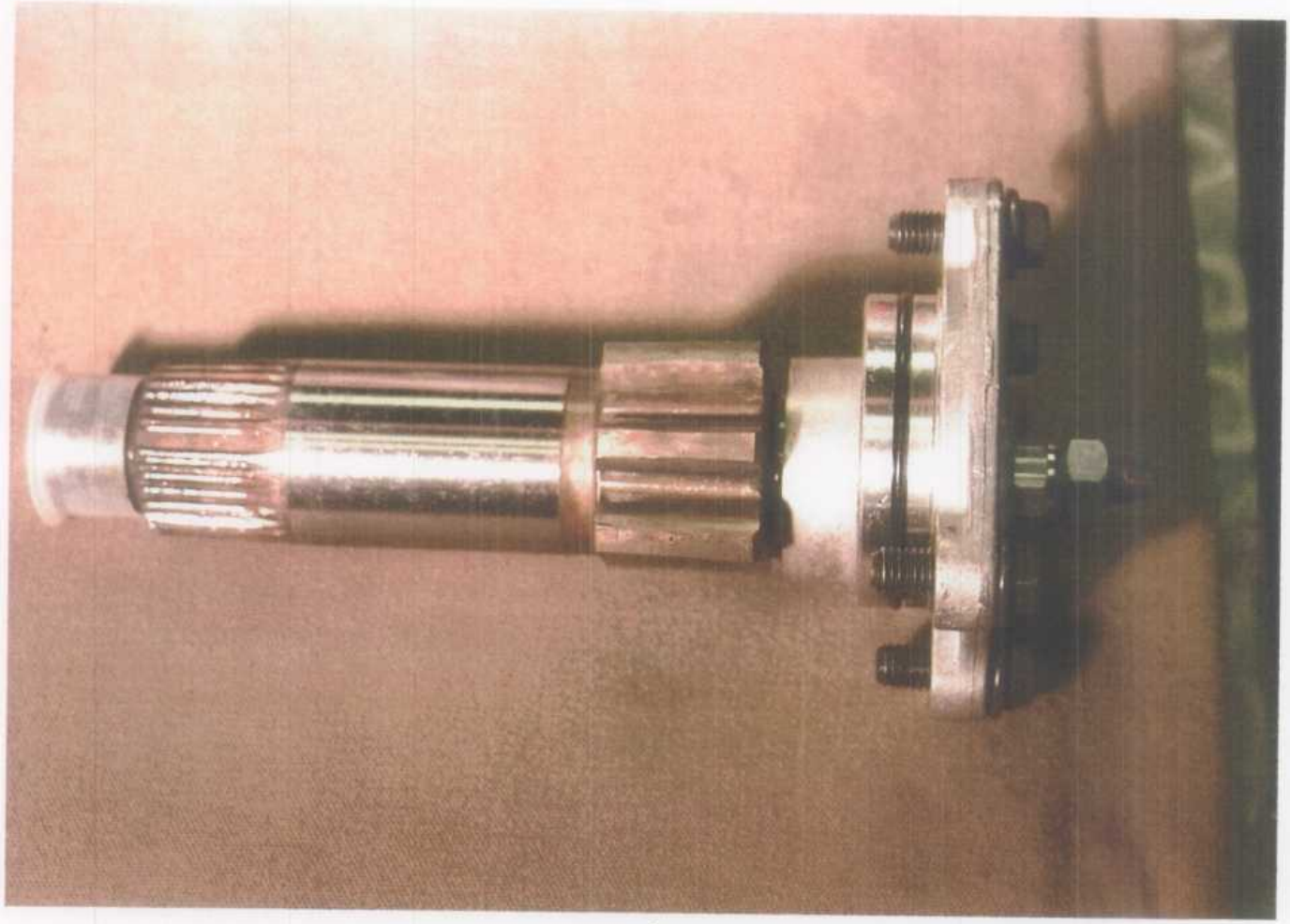

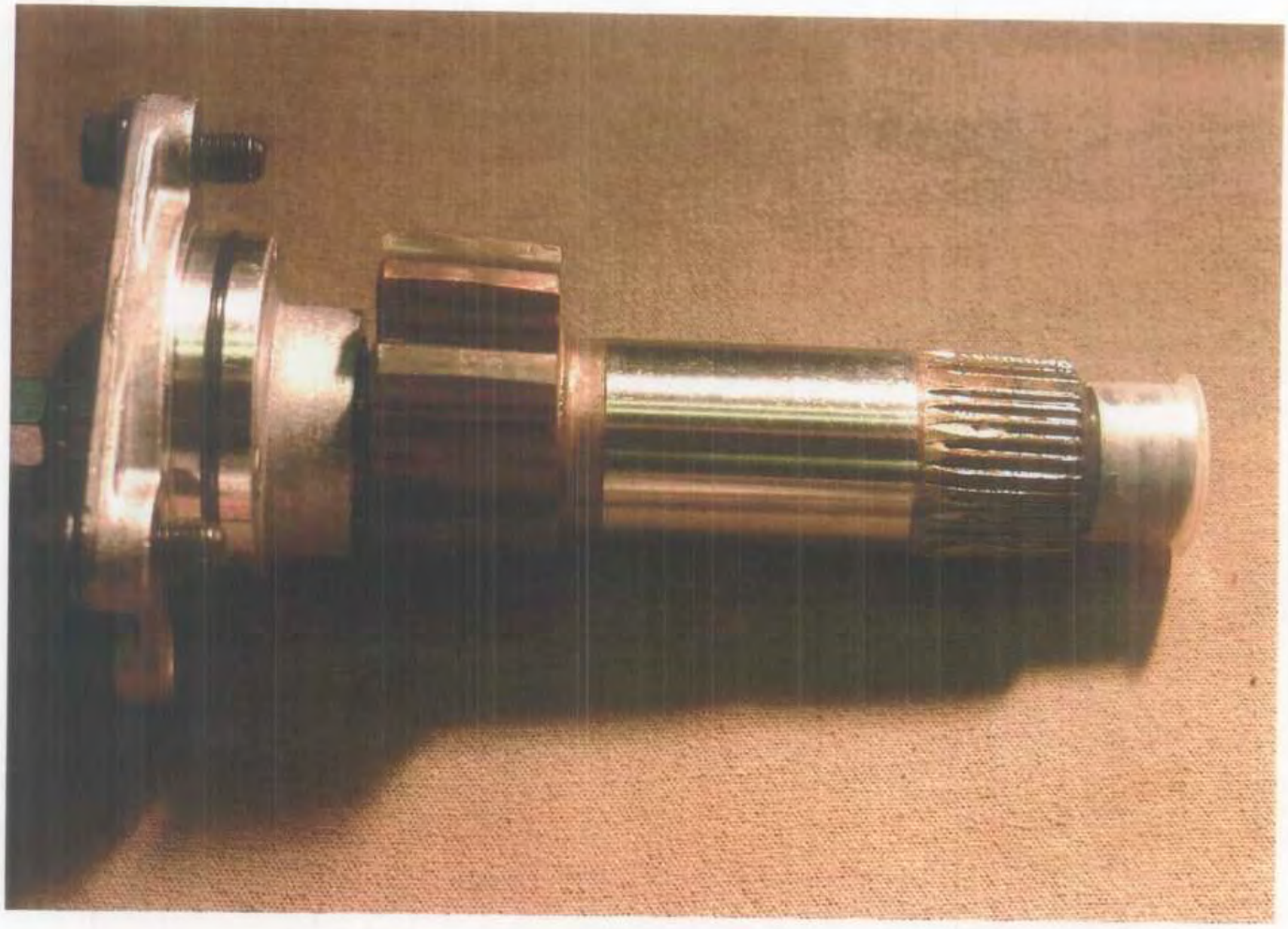

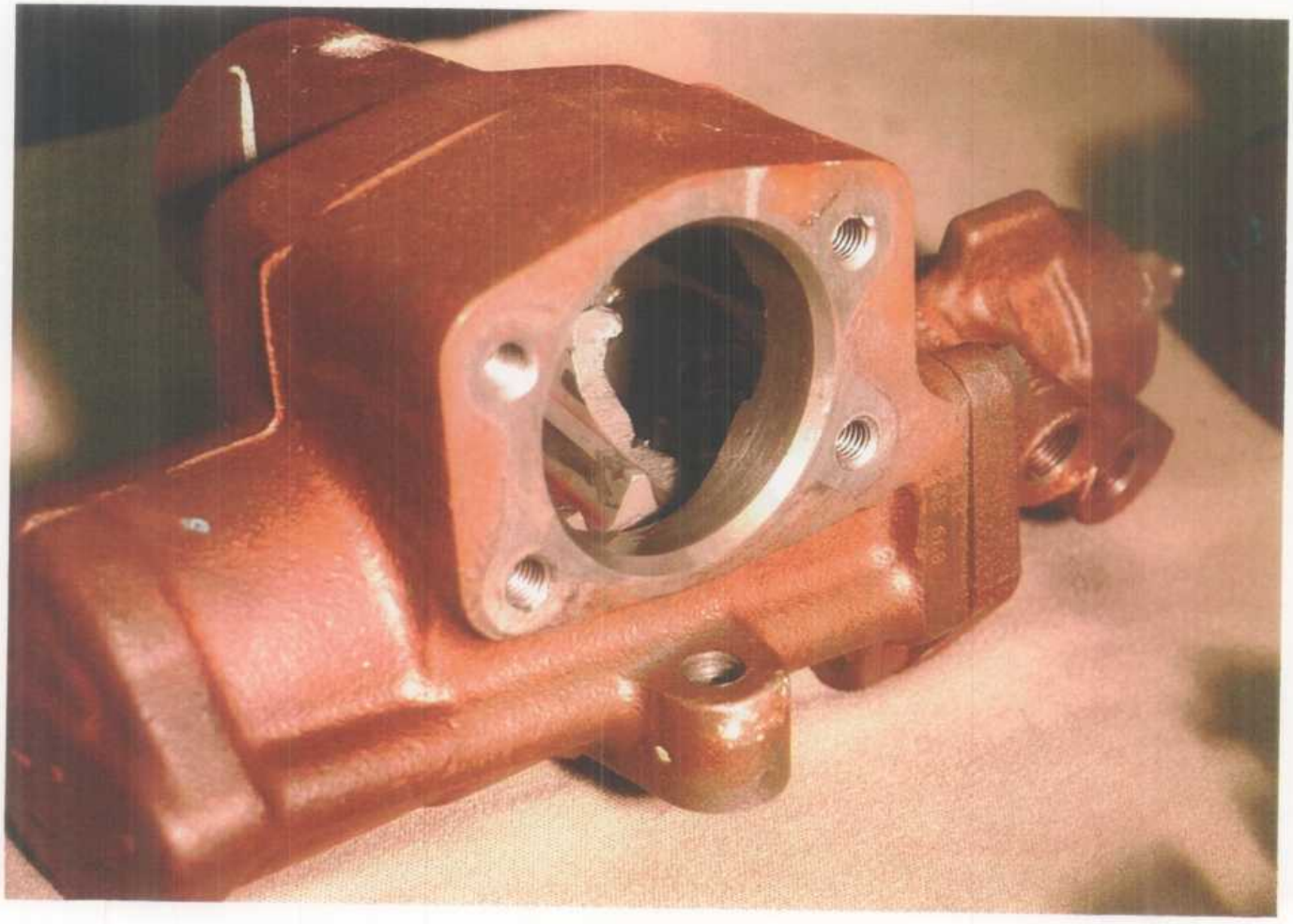

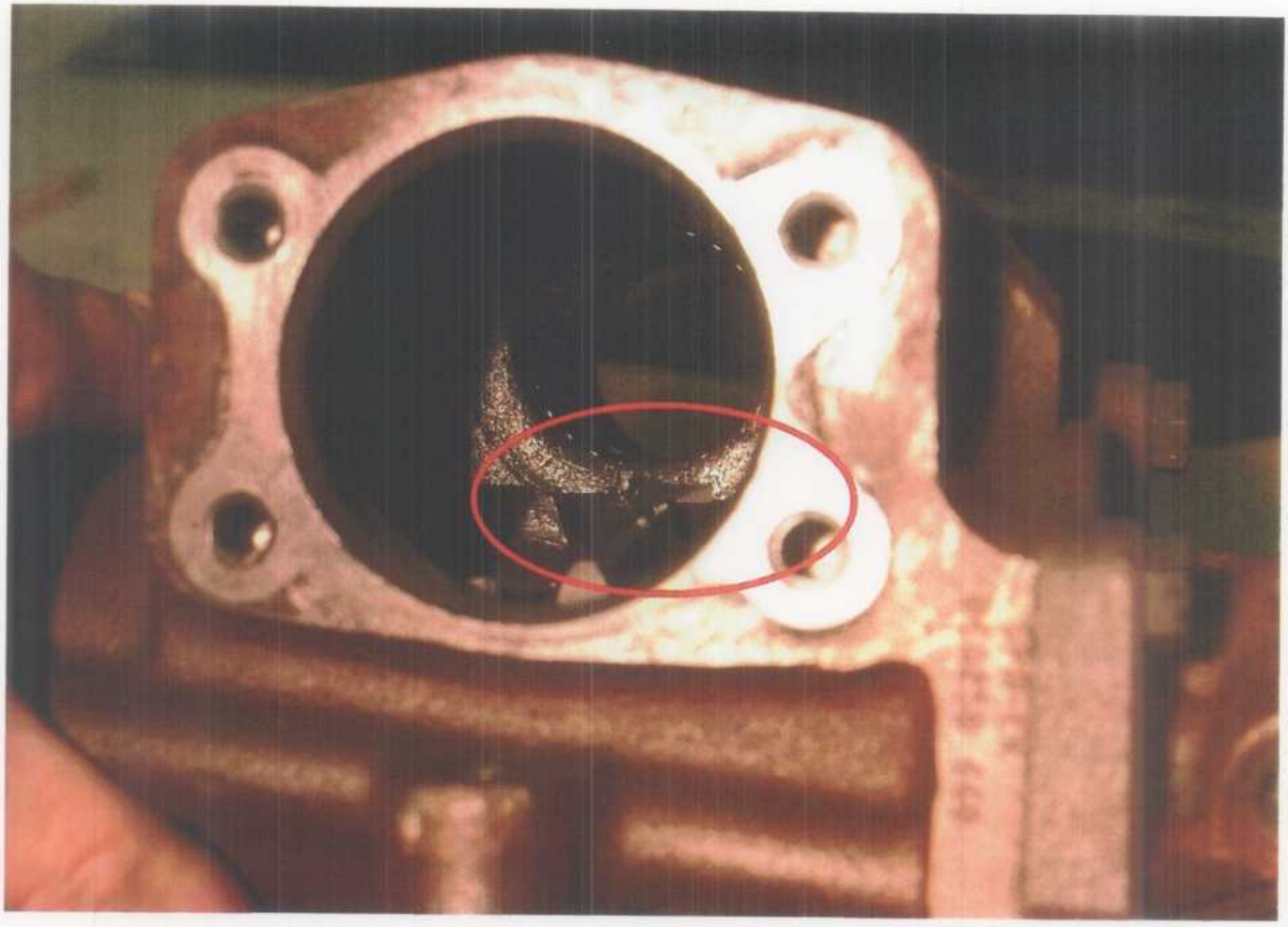

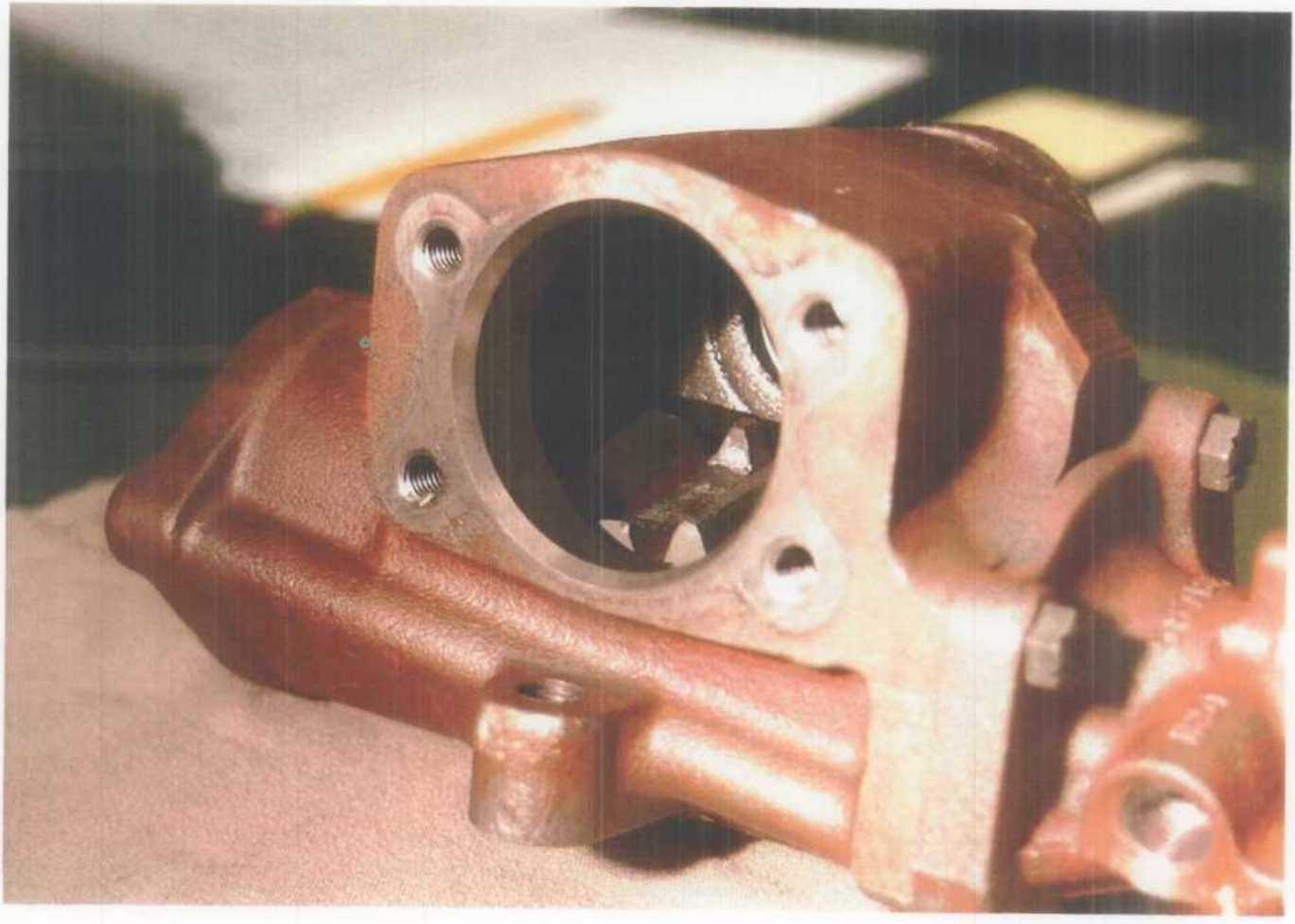

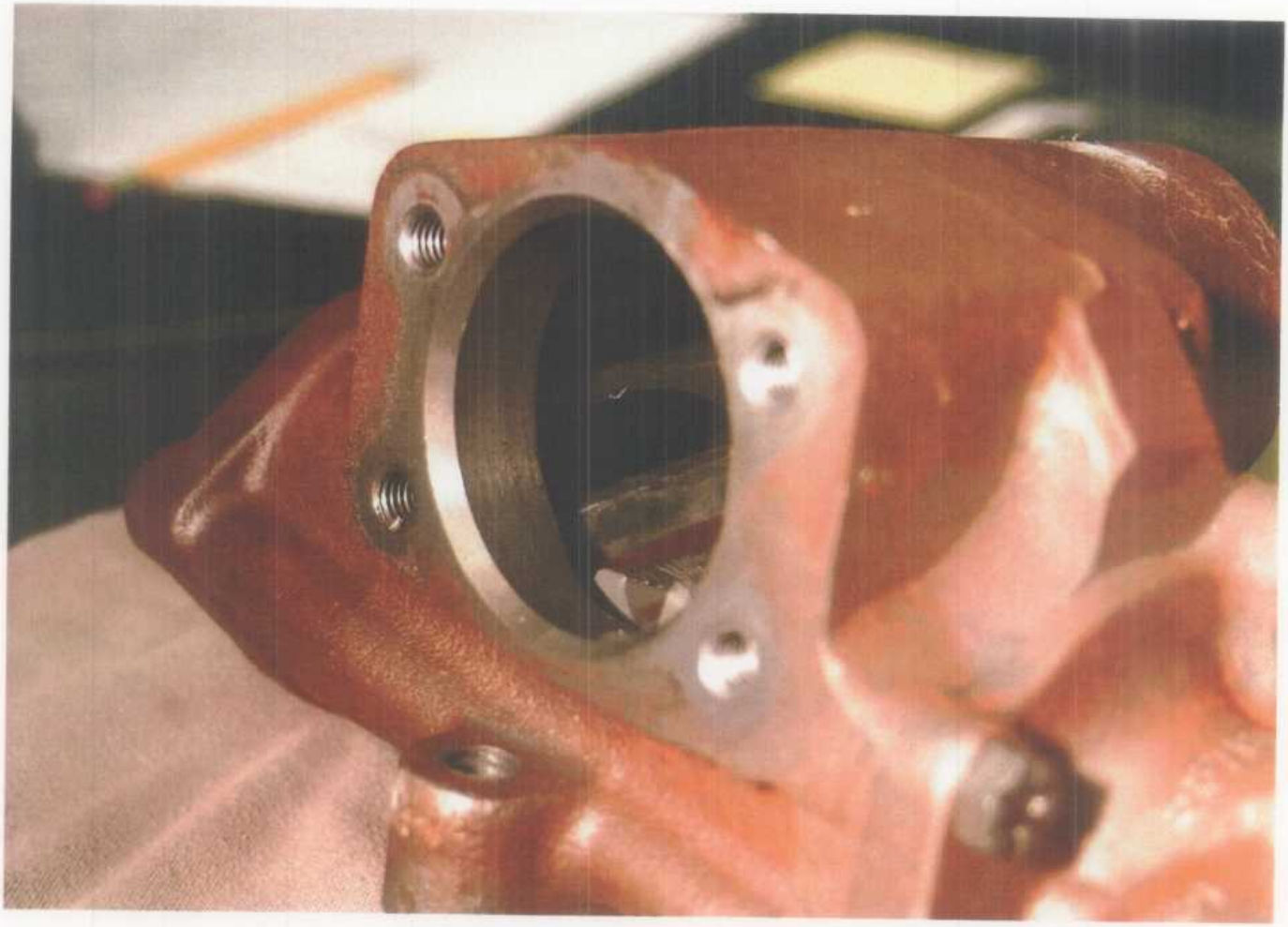

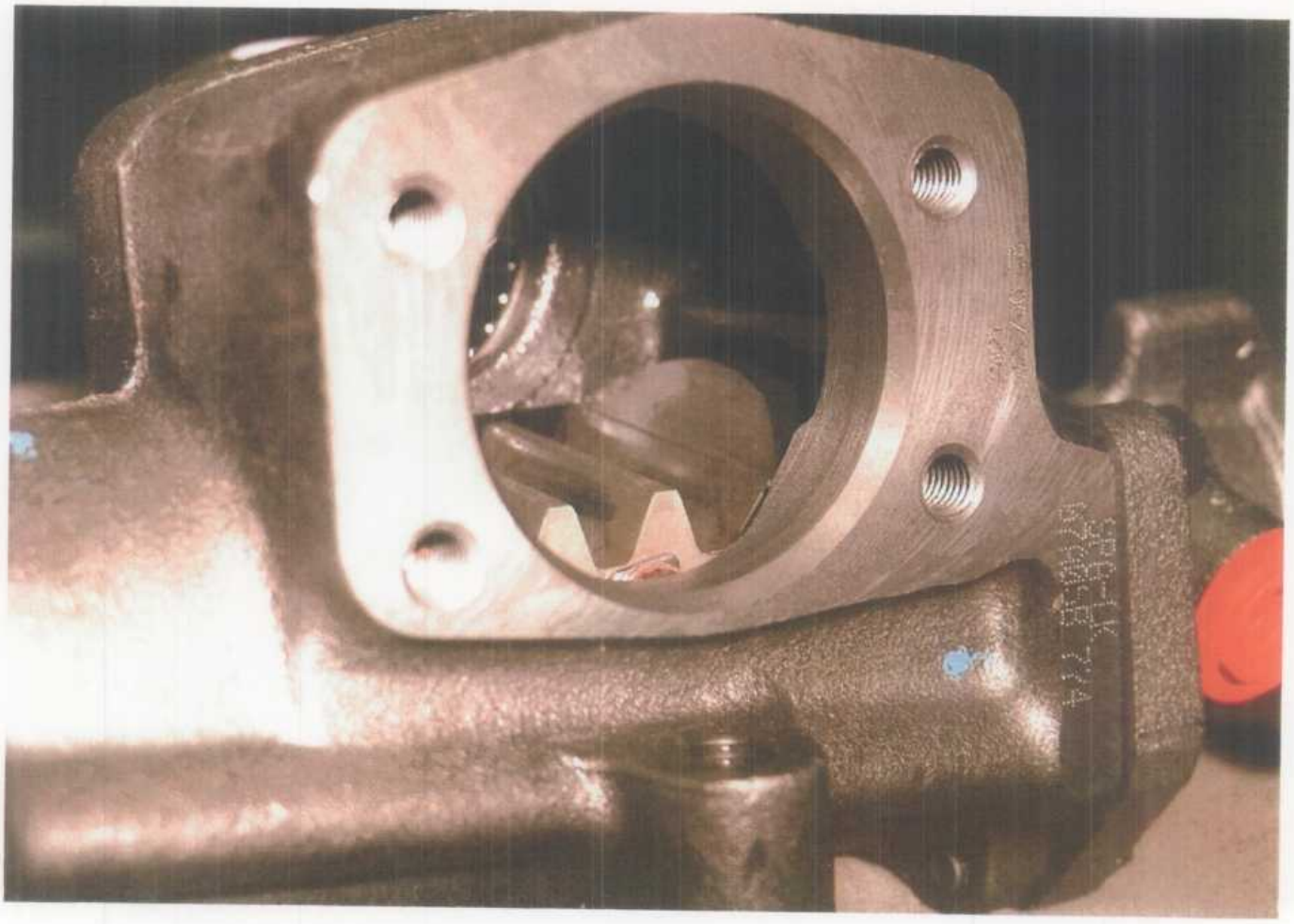

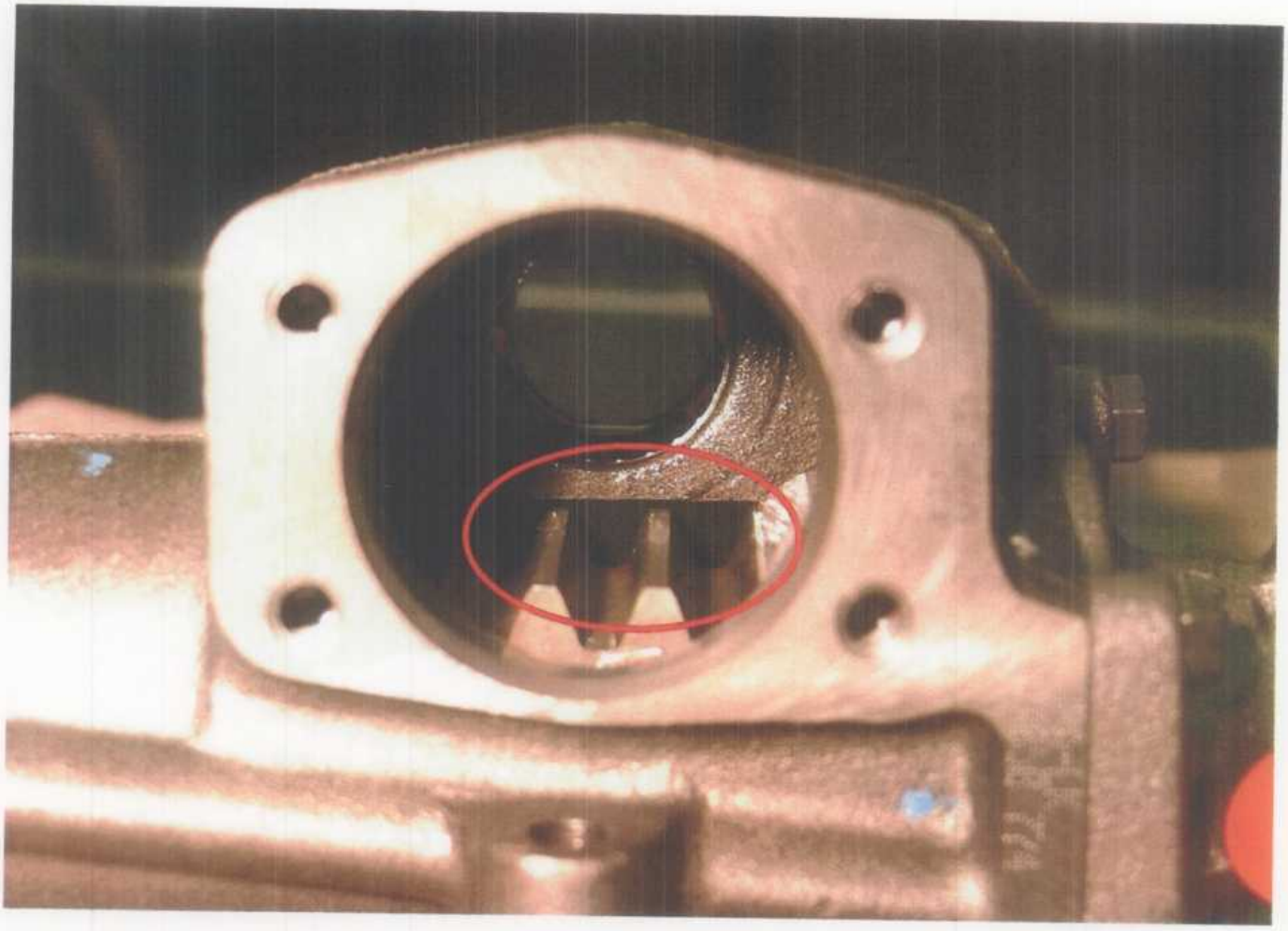

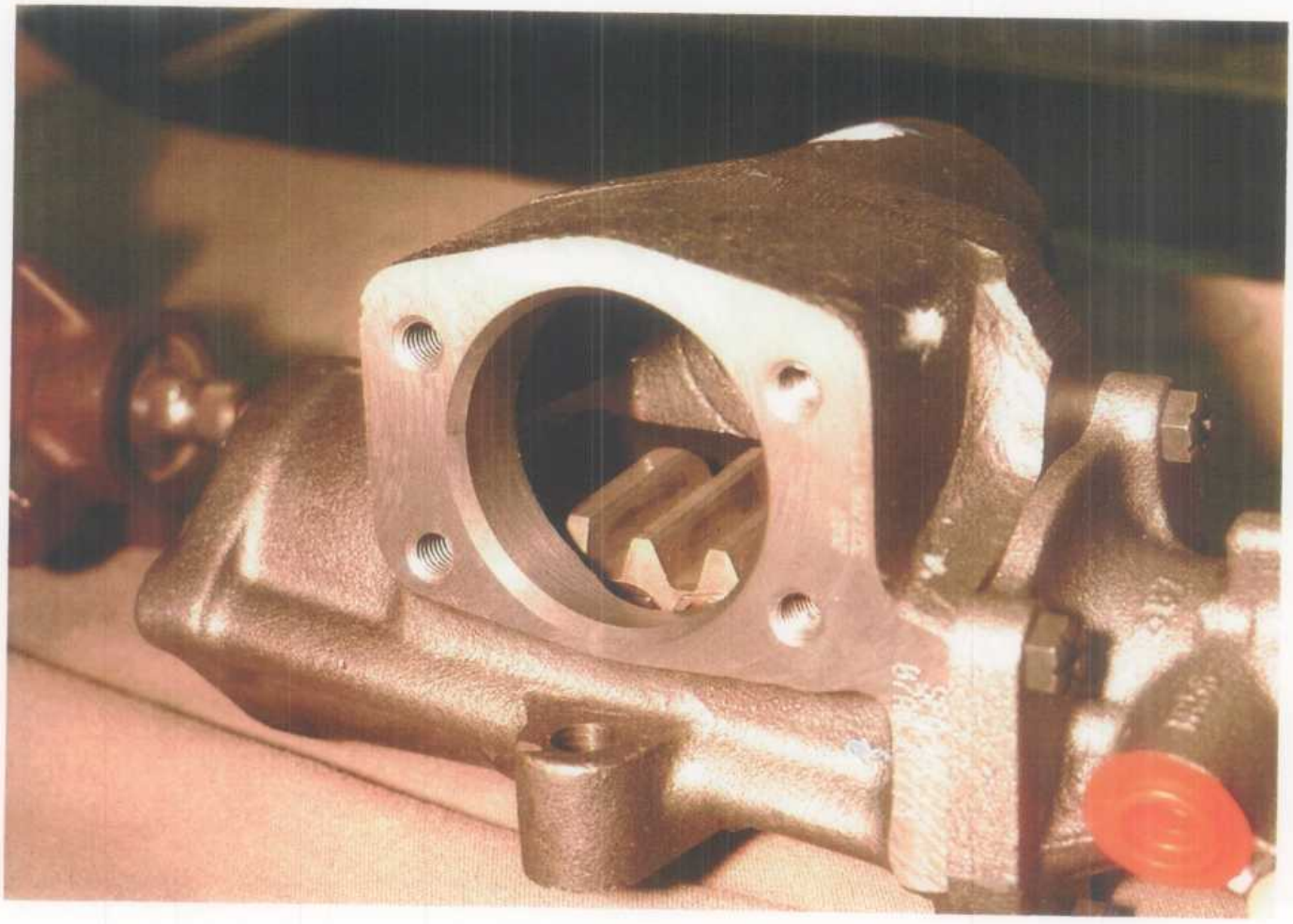

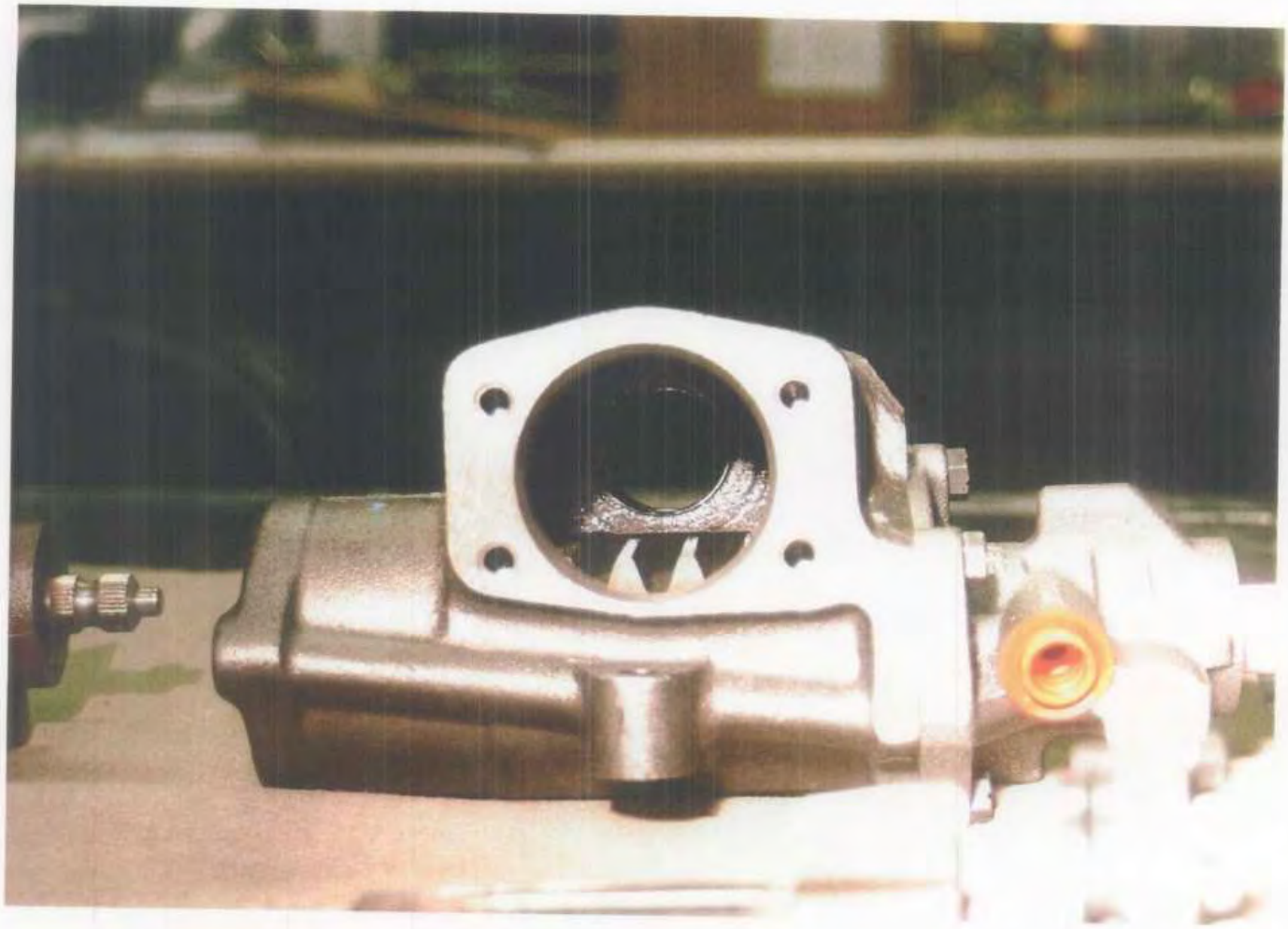

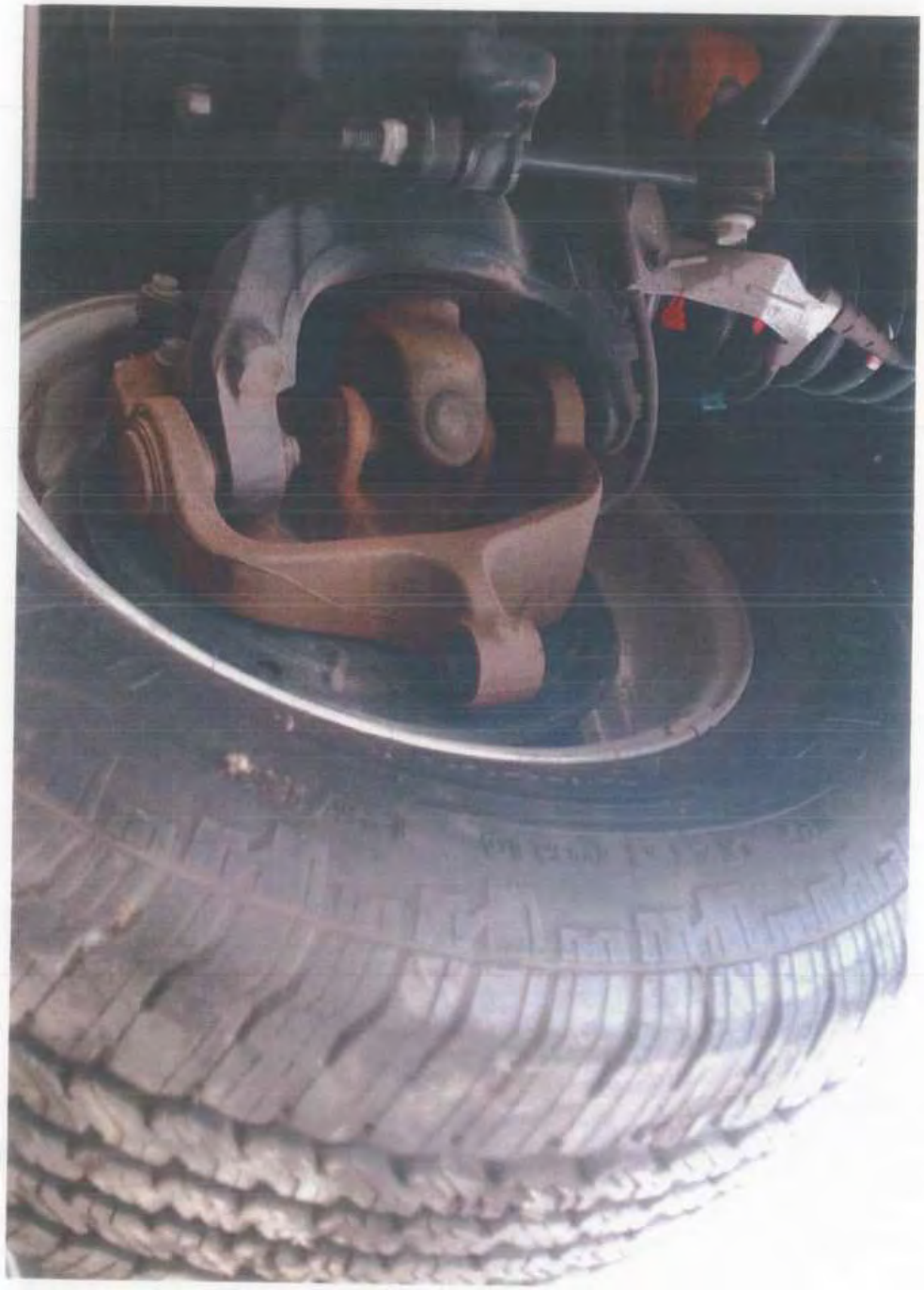

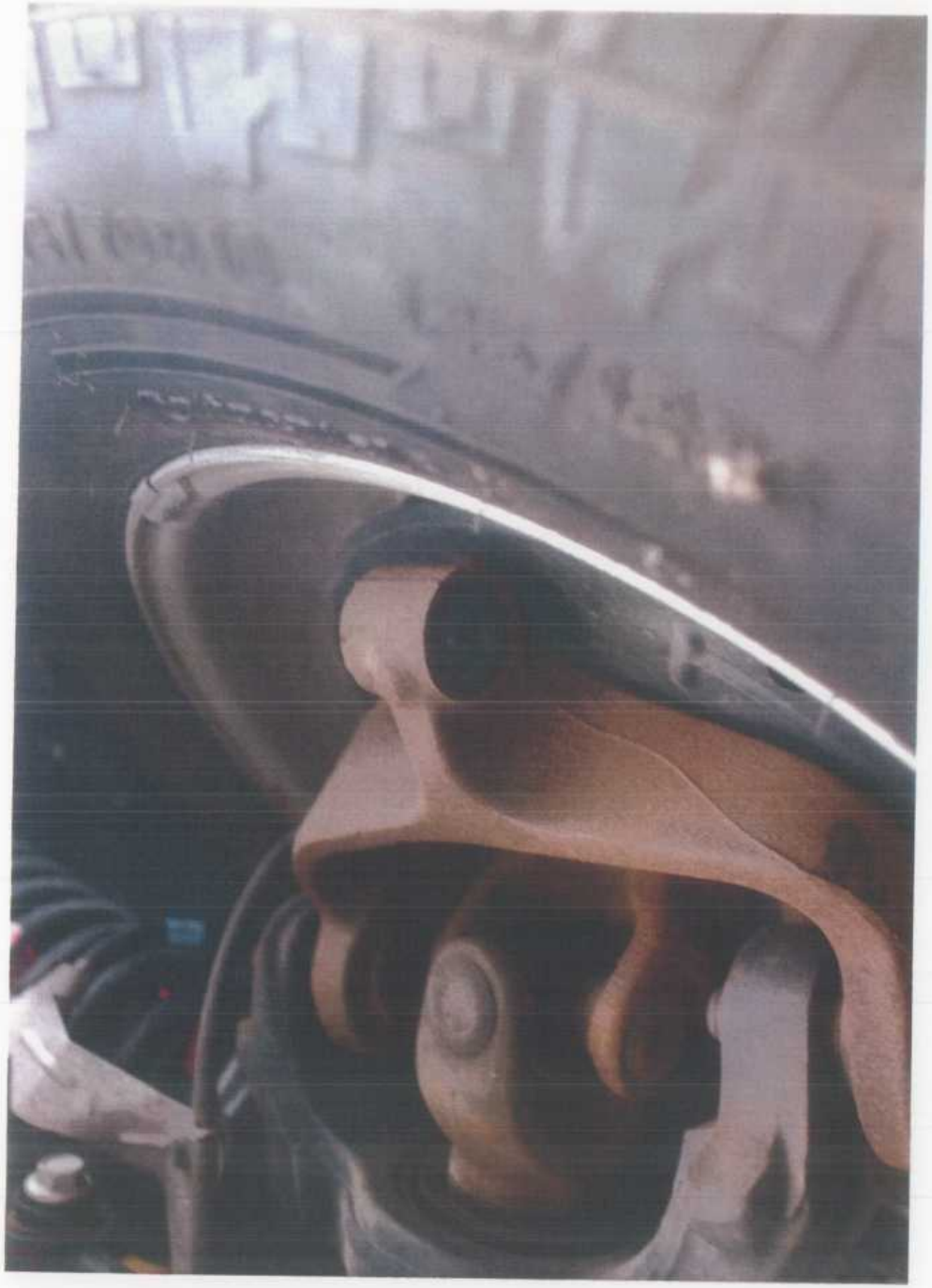

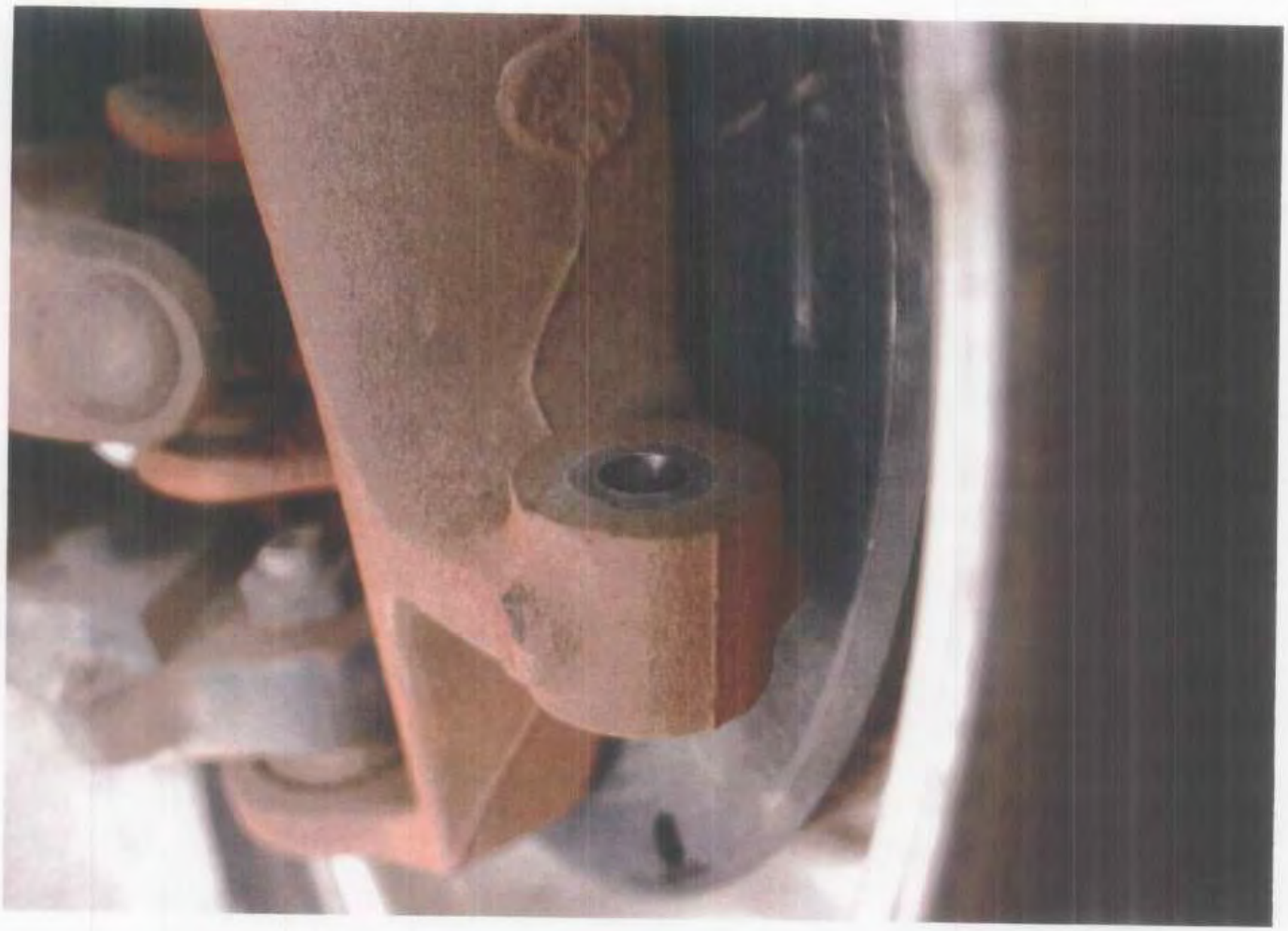

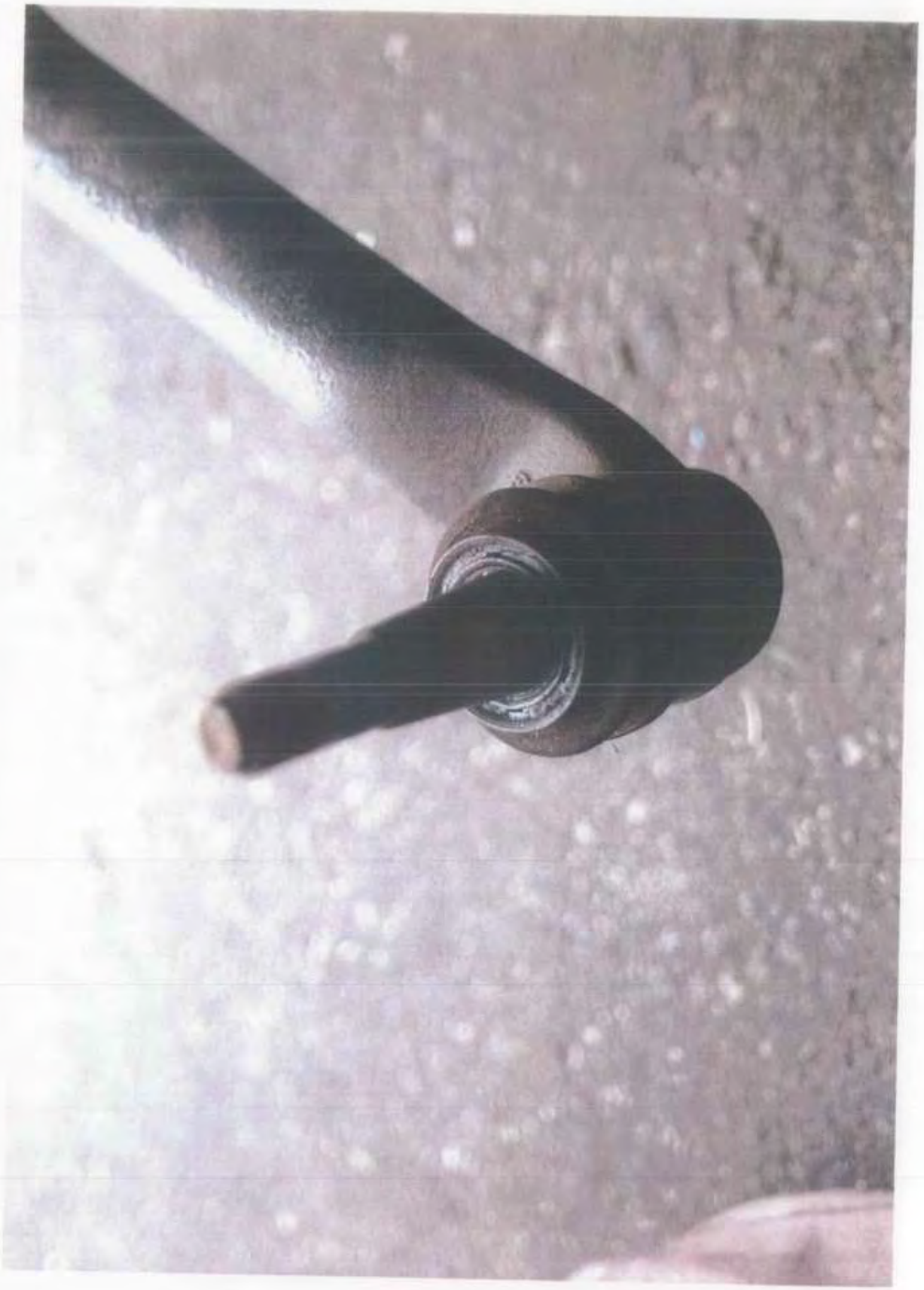

PE13-014 000478LCPV

[redacted]

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Department
Assignments
Case Management 46
Law and Motion 53
Minors Compromise 34

FILED
Superior Court of California
Sacramento
Deputy Clerk, Executive
Officer
By Deputy
Case Number:
34-2008-00084810-CU-BC-GDS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

ALFRED J. HUNT Plaintiff, v. FORD MOTOR COMPANY; and DOES ONE through TEN, Defendants. _____/	Case No. **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF** **Violations of:** • **Song-Beverly Consumer Warranty Act (Express and Implied Warranties)** **UNLIMITED JURISDICTION - DAMAGES EXCEED $25,000**

Plaintiff alleges:

1. ALFRED J. HUNT ("Plaintiff") is a "buyer" as defined in Civil Code § 2981(c) and §1791(b).

2. Defendant FORD MOTOR COMPANY ("Ford") is a duly authorized corporation doing business in Sacramento County, California.

3. Ford is a "manufacturer" and "retail seller" as defined respectively in Civil Code §§ 1791(j) and (l).

4. Ford is a "person" as defined in Civil Code § 1761(c).

5. Ford is a "service contract seller" and/or "service contractor" and/or "service contract administrator" as defined respectively in Civil Code §§ 1791(q), (r), and (p).

6. On May 17, 2007, Plaintiff purchased a new 2007 Ford F-250, VIN: 1FTSW20P27EB02784 ("Vehicle" or "truck") for $42,197.64 plus taxes and fees from Future Ford of Sacramento ("Dealer") in Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel

engine warranty (collectively "warranty" unless otherwise specified).

7. The Vehicle is a "consumer good" and "consumer product" as defined respectively in Civil Code §§ 1791(a), and 15 U.S.C.A. 2301(1).

8. Plaintiff's purchase of the Vehicle is a "transaction" as defined in Civil Code § 1761(e), and a "sale" as defined in Civil Code § 1791(n), all pursuant to a "conditional sale contract" as defined in Civil Code § 2981(a)(1).

9. Plaintiff is ignorant of the true names and/or capacities of the Defendants sued herein under the fictitious names DOES ONE through TEN. They are sued herein pursuant to C.C.P. § 474. When Plaintiff becomes aware of the true names and/or capacities of these Defendants, Plaintiff will amend this Complaint to state their true names and capacities.

10. From the time of purchase until the current the Vehicle has suffered ongoing problems including but not limited to:

Problems	Date	Odo	Days	RO#
Steering - vehicle does not operate properly, performed alignment and adjusted front toe. Test drove and the concern was corrected at this time. **Interior** - CVR R/Seat support, loose part. Replaced the passenger seat mounting bolt, concern corrected at this time.	06/18/07	2,146	1+	Future Ford Roseville Warranty Claim #06930
Steering - *2nd Repair Attempt* - customer states vehicle wanders all over the road while driving. Didn't verify concern, no test drive w/ customer. Ran oasis, said to check for steering damage that truck has. Made sure tire pressures correct, all were low per low door jam. **Interior** - *2nd Repair Attempt* - customer states R/H lower seat bolt cover keeps coming loose. R/H front door is hard to close compared to the other doors. Adjusted door until proper fit. **Regular Service** - customer requests 7.5k service. **Engine** - Customer states truck is only getting 14 mpg and should be getting more. Test vehicle for poor fuel economy, tested EEC system found no faults. Ran oasis found no ssm's or tsb's. Mods at intake and exhaust will have affect on fuel economy.	12/03/0107	5,542	1+	Hilltop Ford FOCS108290

Steering - *3rd Repair Attempt* - customer states steering wheel is off center, please check and advise. Lowered caster on driver side so now its even, reset toe with win toe set. Ran oasis, no problems verified. Called hot line, no updates. Verified concern, set up alignment caster lead was incorrect. Installed camber caster sleeves to correct alignment. Caster lead not correct reset toe to 0.03 **Engine** - *2nd Repair Attempt* - customer states check engine light is on, eec test received code, performed TSB. **Interior** - *3rd Repair Attempt* - customer states R/H lower seat bolt cover keeps coming loose. Verified and did replacement install.	02/15/08	6,847	12+	Hilltop Ford FOCS111435
Steering - *4th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08. No new RO written up. **Engine** - *3rd Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.	2/19/08	n/a	1+	Hilltop Ford (no new RO given)
Steering - *5th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08. **Engine** - *4th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.	2/26/08	n/a	1+	Hilltop Ford (no new RO given)

11. There have been at least **4 repair attempts to the engine yet it continues to suffer from the following: lacks power; lacks acceleration; very poor fuel economy; and the Check Engine Light comes on all the time.**

12. There have been at least **5 repair attempts to the steering yet it continues to suffer from the following: too much play in steering; wanders all over the road; and very hard to steer when hits bumps or holes in road.**

13. There have been at least **3 repair attempts to the seat and support hardware for the same.**

14. The Steering problems have been so bad Plaintiff is afraid to drive it and has

parked the truck since March 2008. One time when towing his boat (a 20 foot bass boat; boat and trailer weigh at most 4500 pounds total) he hit a pothole in the road and the steering wheel shook violently and the truck shot into oncoming traffic. It was impossible to steer. The incident was extremely frightening!

15. When Plaintiff bought the truck it got very good gas mileage. Now it gets between only 12 and 14 Miles Per Gallon (MPG). The loss of fuel economy came as a direct result of an engine re-flash.

16. Plaintiff has gone so far as to contact Ford directly to ask for help. Unfortunately, all Ford has done is give Plaintiff the run-around and has failed to offer any real assistance.

17. On February 18, 2008 Plaintiff emailed Ford a letter containing all the required vehicle information and told Ford of the problems suffered by the truck.

18. Shortly later on February 18, 2008, Ford responded by email with a boilerplate response indicating it could not receive emails exceeding 1000 characters and asked him to re-send his email.

19. On February 19, 2008, Plaintiff sent another detailed email to Ford outlining the issues with the truck and again asked for help.

20. Later that day, February 19, 2008, Ford responded by email with a boilerplate response saying thank you for contacting us and ***"We are unable to intervene directly in workmanship issues."*** This response is unconscionable and unbelievable. Plaintiff bought a $42,000 truck that came with a warranty. Ford took his money and then failed to honor that warranty.

21. Plaintiff emailed back explaining Ford's previous response was unacceptable and asked to speak to a real person. Specifically, he asked for a name and phone number of someone he could contact to discuss the problems.

22. On February 20, 2008, Ford provided yet another boilerplate email response and failed to provide the name of any specific person to talk to.

23. Later that same day February 20, 2008, a Mr. Christopher Miller from Ford emailed Plaintiff a short generic email and Plaintiff immediately provided yet another summary

of problems to him. Nothing ever became of it and nothing was resolved.

24. More recently, On July 16, 2008, Plaintiff (through counsel; all the following contacts were made through counsel) provided written notification to Ford of the problems suffered by the Vehicle by way of a seven page letter detailing every problem and repair attempt. Within this letter Plaintiff requested a buyback and refund as well as attorney fees and costs and restitution of all amounts paid toward the Vehicle. This letter was sent by certified return receipt U.S. Mail and also by facsimile.

25. Ford responded on August 7, 2008, and within the same requested copies of the Vehicle's registration, purchase contract, repair orders, and a signed authorization to release the lender information.

26. That day, on August 7, 2008, Plaintiff faxed the requested information and documents to Ford for its review.

27. The next day, August 8, 2008, Plaintiff faxed Ford an authorization to release lienholder information.

28. As of today September 3, 2008, Ford has not responded, leaving Plaintiff no reasonable alternative but to bring this legal action.

29. Plaintiff has gone above and beyond in making several attempts to get Ford to fix his truck under warranty. He emailed several summaries to Ford and gave them at least 5 repair attempts at the servicing dealers yet the problems still remain and Ford continues to choose not to help. Now it's too late. Now Plaintiff reasonably wants out of the truck. Ford breached the warranty agreement leaving him no choice.

30. Plaintiff bought the truck for its fuel economy, reliability, power, and resale. He chose the Ford over the competition because it was advertised as being the most reliable and having the most torque and horsepower with the largest rated tow capacity. He chose a diesel because they are known to have better fuel economy and reliability. Unfortunately, it only worked well for a short time after purchase. Now it is an unreliable truck which lacks both power and fuel economy and breaks down often. All of this has left Plaintiff robbed of the "Ford Truck" experience he paid for. He is now stuck with a truck he cannot rely on or consistently

use.

31. Instead of getting what he paid for Plaintiff is now stuck unable to use the truck as much as he'd like because he reasonably fears it will suffer from the problems listed above and even completely break down leaving him stranded. There can be no denying the problems with the truck have substantially impaired its use, value, and safety.

32. The servicing dealers are Ford's agents in the capacity they perform warranty repairs on behalf of and for Ford. It is clear that Ford is unable to fix or repair the truck to conform it to the warranty.

33. So far the repair attempts have been unsuccessful and have focused on the symptoms and not the problems.

34. The problems suffered by the truck are defects in a top of the line vehicle in its class. Plaintiff could have purchased any number of high end pickup trucks in this premium diesel class including a comparably equipped Chevrolet Silverado or GMC Sierra with a Duramax diesel or the Dodge Ram with the Cummins turbo diesel, none of which have engine or steering problems in numbers anywhere near what this Vehicle has suffered.

35. Simply, Plaintiff is paying top dollar and is reasonably entitled to expect a reliable and strong diesel truck capable of providing reliable and safe transportation and also consistently towing his trailer. Clearly, the problems suffered are defects and not acceptable in this Vehicle's class.

36. There can be no doubt Ford knows of the problems with its 6.0 liter turbo diesels as evidenced by the fact that on January 11, 2007, at 2:19 p.m. it filed suit against its own engine supplier Navistar International (Case No. 2007-080067-CK; State of Michigan, In the Circuit Court for the County of Oakland) over the estimated $1 Billion in warranty claim losses the 6.0 liter diesel engines have cost it.

37. The continued problems listed in Paragraph No. 10, above, are unacceptable and because of the same this Vehicle would not pass without objection in the trade or in its class.

38. The problems and Ford's lack of effort more thoroughly explained above in Paragraph No's 10-32 have substantially impaired the use, value, and safety of the Vehicle and

have caused Plaintiff to suffer a shaken faith in it and in Ford's willingness and ability to service it under warranty.

FIRST CAUSE OF ACTION
Breach of Express Warranty - Song-Beverly Consumer Warranty Act
Against Ford

39. Plaintiff incorporates all preceding paragraphs herein.

40. In connection with the sale of the Vehicle Ford provided a 3 year/36,000 mile bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel engine warranty by the terms of which Ford undertook to preserve and maintain the utility and performance of the Vehicle and to provide compensation to the original and any subsequent private party purchaser of Vehicle if there is a failure of utility or performance within said warranty period.

41. The warranty is an express warranty and a written warranty within the meaning defined, respectively, in Civil Code §1791.2 and 15 U.S.C. § 2301(6).

42. The above-described defects, malfunctions, and nonconformities, more fully explained above in Paragraph No's 10-32, substantially impair the use, value, and safety of the Vehicle.

43. Since the Vehicle went in for repair attempts to each the Engine, Steering, and a Seat two or more times within the first 18 months/18,000 miles following purchase, and since each problem is a nonconformity resulting in a condition that is likely to cause death or serious bodily injury, under Civil Code § 1793.22(b)(1), Plaintiff is entitled to and hereby does assert the presumption that Ford has been given a reasonable number of repair attempts and/or days (applicable to each of these issues) to conform the Vehicle to the warranty.

44. Since the Vehicle went in for repair attempts to each the Engine and Steering four or more times within the first 18 months/18,000 miles following purchase, under Civil Code § 1793.22(b)(2), Plaintiff is entitled to and hereby does assert the presumption that Ford has been given a reasonable number of repair attempts and/or days (applicable to each of these issues) to conform the Vehicle to the warranty.

45. Under Civil Code § 1793.2(d)(2), Ford must reimburse the Vehicle's price to

Plaintiff or replace Vehicle with a like vehicle. Plaintiff hereby again revokes his acceptance of the Vehicle, rescinds the contract, and demands to be given a complete refund as explained above.

46. Ford violated Civil Code § 1793.2, subdivision (d)(2) when it breached the express warranty provided by refusing within a reasonable number of attempts to service or repair the Vehicle so as to conform it to the express warranty and again violated this same subsection when it subsequently failed to offer Plaintiff a repurchase of Vehicle including restitution of all money paid out toward the Vehicle, and interest on the same.

47. Ford violated Civil Code §§ 1793.3 and 1793.4 by failing to commence service and repair within reasonable time, and failing to tender conforming goods within 30 days.

48. Under Civil Code §§ 3287 and/or 3289(a) Plaintiff is entitled to interest at the contracted for rate on all money paid toward Vehicle from the date of contract and hereby asserts his claim for the same.

49. Plaintiff notified Ford of the problems suffered by the Vehicle and Ford willfully refused to service Vehicle and/or remedy the aforementioned problems, as more fully explained above at Paragraph No's 10-32, within a reasonable number of repair attempts and/or within a reasonable amount of time under warranty. The failure of Ford to comply with the express warranty provided was willful in that Ford had actual knowledge of the nonconformities prior to and/or subsequent to Plaintiff's purchase of Vehicle. Ford knew of its legal duties under the warranty. Subsequent to purchase of the Vehicle, Ford refused to make necessary repairs under the warranty. Ford has since failed to offer Plaintiff a complete replacement or refund. For the aforementioned and following reasons, under Civil Code § 1794(c), and/or under Civil Code § 1794(e)(1) [citing Civil Code § 1793.2(d)(2)] Plaintiff is entitled to a civil penalty of up to 2 times the amount of his damages in addition to such actual damages.

50. Under Civil Code §§ 1794(a), Plaintiff is entitled to restitution of all consideration given and hereby elects the same.

51. As a proximate result of said breaches of express warranty, and of said rescission, Plaintiff has sustained, and continues to sustain incidental and consequential damages, both

economic and noneconomic, in the amount of approximately $65,000.00 plus civil penalties and interest, according to proof.

52. Under Civil Code §1794(d), Plaintiff is entitled to attorney fees and expenses reasonably incurred in connection with this action.

SECOND CAUSE OF ACTION
Breach of Implied Warranty - Song-Beverly Consumer Warranty Act
Against Ford

53. Plaintiff incorporates all preceding paragraphs herein.

54. Ford breached the implied warranties of merchantability and fitness as stated in Civil Code §§ 1791.1; 1792; and 1792.1 in that the defects and nonconformities more fully explained above in Paragraph No's 10-32 make the Vehicle not merchantable, unfit for its ordinary and/or specific purposes, and it would not pass without objection in the trade.

55. Because of the breaches of implied warranties, Plaintiff again revokes acceptance of the Vehicle and rescinds the contract. Under Civil Code §§ 1794(a) Plaintiff is entitled to restitution of all consideration given.

56. Under Civil Code §§ 3287 and/or 3289(a) Plaintiff is entitled to interest on all money paid toward Vehicle at the contracted for rate from the date of contract and hereby again asserts his claim for the same.

57. For the reasons stated above in Paragraph No's 10-32, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiff is entitled to a civil penalty of up to 2 times the amount of his damages in addition to the actual damages suffered.

58. The failure of Ford to comply with the implied warranties provided was willful in that it had actual and/or reasonable knowledge of the nonconformities prior to Dealer selling the Vehicle to Plaintiff, knew of its legal duties under the applicable implied warranty, and subsequently refused to make necessary repairs, replacement, or refund. Therefore, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiff is entitled to a civil penalty of up to two times the amount of his actual damages in addition to the actual damages suffered.

59. As a proximate result of said breaches of implied warranties, and of said rescission, Plaintiff has sustained, and continues to sustain, incidental and consequential

damages, both economic and noneconomic in the amount of approximately $65,000.00 plus civil penalties and interest, according to proof.

60. Under Civil Code § 1794(d), Plaintiff is entitled to attorney fees and expenses reasonably incurred in connection with this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

(1) A declaration that the purchase contract is rescinded;

(2) A declaration that Ford has been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty.

(3) Restitution of all consideration given by Plaintiff and/or paid out toward the Vehicle;

(4) Penalties on each violation of the Song-Beverly Act in the amount of two times actual damages;

(5) Actual damages of at least $65,000.00, according to proof;

(6) Reasonable attorney fees according to proof;

(7) Costs and expenses reasonably incurred in connection with this action; and

(8) Such other relief as the court deems proper.

Dated: September 3, 2008

LAW OFFICES OF JON JACOBS

By: _____
Jon P. Jacobs
Attorney for Plaintiff
ALFRED J. HUNT

3031 Stanford Ranch Rd. #2-150
Rocklin, CA 95765

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July 16, 2008

RECEIVED

Via Certified U.S. Mail
Return Receipt Requested

Ford Motor Company
16800 Executive Plaza Drive
Dearborn, MI 48126

Re: Consumer: [redacted]
Contract date: May 17, 2007
Subject Vehicle: 2007 Ford F-250
VIN: 1FTSW20P27E[redacted]

Please take notice of the following:

This letter serves as notice, on behalf of the above noted consumer, of the misrepresentations, and deceptive acts and practices concerning the sale and subsequent warranty and repair service of the subject vehicle and also serves as a written notice and request for a buyback.

Summary of Relevant Facts

On May 17, 2007, [redacted] ("Consumer" or [redacted]) purchased a new 2007 Ford F-250, VIN: 1FTSW20P27E[redacted] ("Vehicle" or "truck") for $42,197.64 plus taxes and fees from Future Ford of Sacramento ("Dealer") in Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel engine warranty.

From the time of purchase until the current the truck has suffered ongoing problems, including but not limited to:

Problems	Date	Odo	Days	RO#
Steering - vehicle does not operate properly, performed alignment and adjusted front toe. Test drove and the concern was corrected at this time. **Interior** - CVR R/Seat support, loose part. Replaced the passenger seat mounting bolt, concern corrected at this time.	06/18/07	2,146	1+	Future Ford Roseville Warranty Claim #06930

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Steering - *2nd Repair Attempt* - customer states vehicle wanders all over the road while driving. Didn't verify concern, no test drive w/ customer. Ran oasis, said to check for steering damage that truck has. Made sure tire pressures correct, all were low per low door jam. **Interior** - *2nd Repair Attempt* - customer states R/H lower seat bolt cover keeps coming loose. R/H front door is hard to close compared to the other doors. Adjusted door until proper fit. **Regular Service** - customer requests 7.5k service. **Engine** - Customer states truck is only getting 14 mpg and should be getting more. Test vehicle for poor fuel economy, tested EEC system found no faults. Ran oasis found no ssm's or tsb's. Mods at intake and exhaust will have affect on fuel economy.	12/03/0107	5,542	1+	Hilltop Ford FOCS108290
Steering - *3rd Repair Attempt* - customer states steering wheel is off center, please check and advise. Lowered caster on driver side so now its even, reset toe with win toe set. Ran oasis, no problems verified. Called hot line, no updates. Verified concern, set up alignment caster lead was incorrect. Installed camber caster sleeves to correct alignment. Caster lead not correct reset toe to 0.03 **Engine** - *2nd Repair Attempt* - customer states check engine light is on, eec test received code, performed TSB. **Interior** - *3rd Repair Attempt* - customer states R/H lower seat bolt cover keeps coming loose. Verified and did replacement install.	02/15/08	6,847	12+	Hilltop Ford FOCS111435
Steering - *4th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08. No new RO written up. **Engine** - *3rd Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.	2/19/08	n/a	1+	Hilltop Ford (no new RO given)

Steering - *5th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08. **Engine** - *4th Repair Attempt* - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.	2/26/08	n/a	1+	Hilltop Ford (no new RO given)

There have been at least **4 repair attempts to the engine yet it continues to suffer from the following: lacks power; lacks acceleration; very poor fuel economy; and the Check Engine Light comes on all the time.**

There have been at least **5 repair attempts to the steering yet it continues to suffer from the following: too much play in steering; wanders all over the road; and very hard to steer when hit bumps or holes in road.**

There have been at least **3 repair attempts to the seat and support hardware for the same.**

The Steering problems have been so bad [redacted] is afraid to drive it and has parked the truck since March 2008. One time when towing his boat (a 20 foot bass boat; boat and trailer weigh at most 4500 pounds total) he hit a pothole in the road and the steering wheel shook violently and the truck shot into oncoming traffic. It was impossible to steer. The incident was extremely frightening!

When [redacted] bought the truck it got very good gas mileage. Now it gets between only 12 and 14 Miles Per Gallon (MPG). The loss of fuel economy came as a direct result of an engine re-flash.

[redacted] has gone so far as to contact Ford directly to ask for help. Unfortunately, all Ford has done is give [redacted] the run-around and has failed to offer any real assistance.

On February 18, 2008 [redacted] emailed Ford a letter containing all the required vehicle information and told Ford of the problems suffered by the truck.

Shortly later on February 18, 2008, Ford responded by email with a boilerplate response indicating it could not receive emails exceeding 1000 characters and asked him to re-send his email.

Later that day, February 18, 2008, [redacted] responded by email asking Ford what it wanted and whether it could assist him.

That same day, February 18, 2008, Ford again responded saying it could not receive his email since it was over 1000 characters and again asked him to send another email.

On February 19, 2008, [redacted] sent another detailed email to Ford outlining the issues with the truck and again asked for help.

Later that day, February 19, 2008, Ford responded by email with a boilerplate response