

PE04-010

FORD 4/8/04

ATTACHMENT D & F2

PART 1 OF 2

PE04-010

FORD 4/8/04

ATTACHMENT D

2003
MEMPHIS

PC84-010 0007



Michael C. Dalton

Licensed in Texas & Louisiana

EO, Box 6000
Lafayette, LA 70502
292 Avenue B
Lafayette, Louisiana 70501
Phone (337) 282-0700
Fax (337) 282-0828
E-Mail: rdalton746@aol.com
www.daltonl.com

November 12, 2003

Ms. Maureen Pawelek-Murray
Consumer Affairs
Ford Motor Company
Post Office Box 6248
MD 3NE-B
Dearborn, MI 48126

VIA FACSIMILE- 347 968



RE: MATTER : [REDACTED] VS
OUR FILE NO. : FORD MOTOR COMPANY
03-6677-FMC

Dear Maureen:

Pursuant to the Louisiana Redhibition Laws, Magnuson-Moss Warranty Act, UCC Warranty Claims, Louisiana Unfair Trade Practice and Consumer Law Statute, Breach of Express Warranties, Breach of Implied Warranties, Negligence and Negligent Misrepresentation, I submit the following claim:

VEHICLE : 2003 MERCURY GRAND MARQUIS
MARAUDER
VIN : 2MEHM75V93X835341
DATE OF PURCHASE : 02/10/2003
COMPLAINT(S) : SUSPENSION, TRANSMISSION,
DRIVEABILITY, ELECTRICAL, AND
DIFFERENTIAL

Enclosed please find a copy of the following documents:

- 1. Lien Holder Information Request Form;
- 2. Vehicle Registration;
- 3. Sales Documents; and
- 4. Repair Orders

Our review of the repair orders indicate the following repairs and attempts:

- 1. April 15, 2003 5,185 Miles SUSPENSION
- 2. April 23, 2003 5,702 Miles TRIM
- 3. April 23, 2003 5,702 Miles SUSPENSION

FD-010 0008

Ms. Maureen Pawelek-Murray
Ford Motor Company
November 12, 2003
Page 2

4.	July 23, 2003	5,702 Miles	INTERIOR
5.	August 1, 2003	11,770 Miles	ELECTRICAL
6.	August 1, 2003	11,770 Miles	DIFFERENTIAL
7.	August 1, 2003	11,770 Miles	DOORS
8.	August 1, 2003	11,770 Miles	SUSPENSION
9.	August 1, 2003	11,770 Miles	TRANSMISSION
10.	September 19, 2003	12,685 Miles	ELECTRICAL
11.	September 19, 2003	12,685 Miles	SUSPENSION
12.	September 19, 2003	12,685 Miles	TRUNK

My client's complaints are that they purchased the vehicle based on your representations that this was a good quality vehicle and a dependable form of transportation. Further, they were told, any repairs pursuant to said warranty, would be done in a good and workmanlike manner. However, my clients have had repeated problems.

As a result of your actions, my clients have suffered damages and have incurred attorney's fees to date of \$2,000.00.

In addition to the above stated damages, my clients seek to rescind the contract and demands repayment of all losses.

I trust this matter will command your immediate attention.

With best regards, I am

Very truly yours,

DALTON LAW FIRM, L.L.C.



RICHARD C. DALTON

RCD:op
Enclosure(s)

FEB-010 0000

LIEN HOLDER INFORMATION REQUEST

CUSTOMER NAME: [REDACTED]

SOCIAL SECURITY NO [REDACTED] / [REDACTED]

VIN: 2MEYM75V93X635341 YR/MAKE 2003 Mercury

ATTORNEY NAME: RICHARD C. DALTON TIN: _____

LIEN HOLDER INFORMATION:

BANK NAME: Ford Motor Credit Company

ACCOUNT NO.: 00000034023110

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE #: 300 727-7000

PAY OFF: \$ _____

GOOD UNTIL: _____ NEXT DUE DATE _____

PER DIEM: _____ (OR) % _____

LATE CHARGES PAID: \$ _____ LATE CHARGES DUE: \$ _____

NO. PAYMENTS MADE: _____ AT \$ _____ / MONTH

TOTAL PAYMENTS MADE: \$ _____

TOTAL INTEREST PAID TO DATE \$ _____ AS OF _____

[REDACTED] **HEREBY AUTHORIZE** _____

TO RELEASE ANY AND ALL INFORMATION REGARDING THE ABOVE REFERENCED ACCOUNT TO DALTON LAW FIRM, L.L.C. AND

INCLUDING BUT NOT LIMITED TO A COMPLETE PAYMENT HISTORY OF MY ACCOUNT. DATED THIS

DAY OF _____, 2003.

[REDACTED SIGNATURE] **SIGNATURE** [REDACTED SIGNATURE] **SIGNATURE**

1004-010 0010

FROM : Farnsworth, Bob

PRN NO. : 318 741-2043

ON 2003 05/03/01 PLS



FINCO-LINCOLN MORTGAGE
P.O. BOX 2007 • LINCOLN, NE 68504-7007
Telephone: (402) 477-0000 • Fax: (402) 477-0000
www.lincoln.com

2-10-03
[Redacted]
[Redacted]

ACCOUNT INFORMATION ACCOUNT NO. 135 ACCOUNT NAME [Redacted] ADDRESS [Redacted] CITY [Redacted] STATE [Redacted] ZIP [Redacted]		BILLING PERIOD 3/1/03 - 3/31/03 SUB TOTAL 3,499.00 PAID 0.00 BALANCE 3,499.00	
CHARGE INFORMATION CHARGE NO. 1 CHARGE DATE 3/1/03 CHARGE AMOUNT 3,499.00		CHARGE INFORMATION CHARGE NO. 1 CHARGE DATE 3/1/03 CHARGE AMOUNT 3,499.00	
PAYMENT INFORMATION PAYMENT NO. 1 PAYMENT DATE 3/1/03 PAYMENT AMOUNT 0.00		PAYMENT INFORMATION PAYMENT NO. 1 PAYMENT DATE 3/1/03 PAYMENT AMOUNT 0.00	
INTEREST INFORMATION INTEREST RATE 6.75% INTEREST PERIOD 3/1/03 - 3/31/03 INTEREST AMOUNT 114.91		INTEREST INFORMATION INTEREST RATE 6.75% INTEREST PERIOD 3/1/03 - 3/31/03 INTEREST AMOUNT 114.91	
PRINCIPAL INFORMATION PRINCIPAL AMOUNT 3,384.09 PRINCIPAL PERIOD 3/1/03 - 3/31/03 PRINCIPAL AMOUNT 3,384.09		PRINCIPAL INFORMATION PRINCIPAL AMOUNT 3,384.09 PRINCIPAL PERIOD 3/1/03 - 3/31/03 PRINCIPAL AMOUNT 3,384.09	
FEES INFORMATION SERVICE FEE 0.00 LATE FEE 0.00 TOTAL FEES 0.00		FEES INFORMATION SERVICE FEE 0.00 LATE FEE 0.00 TOTAL FEES 0.00	
TOTAL DUE 3,499.00		TOTAL DUE 3,499.00	

Release to [Redacted]
add [Redacted]

YOU ARE HEREBY AUTHORIZED TO INVESTIGATE ANY INFORMATION CONCERNING MY CREDIT WORTHINESS.

Lincoln Financial Services, Inc. is a member of the Lincoln Financial Group. The Lincoln Financial Group is a leading provider of financial services in the United States. Lincoln Financial Services, Inc. is a member of the Lincoln Financial Group. The Lincoln Financial Group is a leading provider of financial services in the United States.

FORM 010 0911

LOUISIANA SIMPLE INTEREST PROPERTY RETAIL INSTALLMENT CONTRACT

Buyer (and Co-buyer, if any) Name and Address: **ELM GROVE BOSSIER LA**
 Seller (and Co-seller, if any) Name and Address: **J.C. JOHNSON FORD, LINE WEST, 405 INDUSTRIAL DR., PO BOX 1337, MINDEN LA 71058-1337**
 Phone: 713-3797
 VIN: 2N6HN75V83K625241

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

Year and Make: **2003 NSRLRY** Model: **BRD/HRQ** Gross Vehicle Weight: **N/A** Annual Mileage: **N/A** Vehicle Identification Number: **2N6HN75V83K625241**

Use For: Personal Agriculture Commercial

Trade-in: Year and Make: **N/A** Gross Weight: **N/A** Annual Mileage: **N/A**

1. Cash Price: \$ 32,499.00 (7)
 2. Down Payment
 Third Party Release Assigned To Creditor: \$ N/A
 Cash Down Payment: \$ 1,667.17
 Deferred Down Payment Due: \$ N/A
 Trade-in (Description Above): \$ N/A
 Total Down Payment: \$ 1,667.17 (8)
 3. Unpaid Balance of Cash Price (1 minus 2): \$ 30,831.83 (9)
 4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts To Public Officials)
 (1) for license, title & registration fees: \$ 104.80
 (2) for official fees: \$ 10.00
 (3) for sales (not in Cash Price): \$ 2,518.67
 Total: \$ 2,633.17
 To Insurance Companies for:
 Credit Life Insurance: \$ N/A
 Credit Disability Insurance: \$ N/A
 To J.C. JOHNSON FORD for DOC FEE: \$ 35.00
 To _____ for _____: \$ N/A
 To _____ for _____: \$ N/A
 To _____ for _____: \$ N/A
 Total: \$ 2,668.17 (10)
 5. Amount Financed (3 plus 4): \$ 28,163.66 (11)

PROPERTY INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

Any insurance provided under this contract will not satisfy the requirements of the Louisiana Motor Vehicle Safety Responsibility Law. All motorists are required by law to be covered by an automobile liability policy with legally prescribed liability limits. Failure to meet such limits will subject the consumer to penalties which may include the suspension or revocation of driving privileges.

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

Credit Life: Insurer: _____ Premium: _____
 Credit Disability: Insurer: _____ Premium: _____
 Other Optional Insurance: Insurer: _____ Premium: _____

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 10.50 %	The dollar amount the credit will cost you \$ 993.80	The amount of credit provided to you or on your behalf \$ 33500.00	The amount you will have paid when you have made all scheduled payments \$ 43283.80	The total cost of your purchase on credit, including your down payment \$ 45080.97

Payment Schedule -	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	59	\$ 733.23	(monthly starting 03/30/2004)
	7	\$ 723.23	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$15.00, whichever is less.
Security Interest: You are giving a security interest in the property being purchased.
Contract: Please see this contract for additional information on security interest, non-payment, default, the right to require repayment of your debt in full before the

Credit Life: Insurer: _____ Premium: _____
 Credit Disability: Insurer: _____ Premium: _____
 Other Optional Insurance: Insurer: _____ Premium: _____

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

Buyer is required to insure the vehicle. If a change in status occurs, the Creditor will try to buy the coverage needed for the term shown. Coverage will be based on the cash value of the property at time of loss, but not more than the body of the policy.

Comprehensive Deductible Collision
 No-Theft-Combined Additional Coverage
 Towing and Labor
 Tires _____ (Estimate)

FORM 918 0312



THIS FORM IS INTENDED TO BE USED TO REPORT ANY INJURY OR ILLNESS THAT OCCURS TO AN EMPLOYEE OF THE COMPANY... (Small print text)

DATE	TIME	LOCATION	DESCRIPTION	INVESTIGATOR
11/28/03	08:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	08:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	08:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	09:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	09:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	09:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	09:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	10:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	10:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	10:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	10:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	11:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	11:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	11:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	11:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	12:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	12:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	12:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	12:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	13:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	13:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	13:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	13:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	14:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	14:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	14:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	14:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	15:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	15:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	15:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	15:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	16:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	16:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	16:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	16:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	17:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	17:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	17:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	17:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	18:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	18:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	18:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	18:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	19:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	19:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	19:30	WORK AREA	SLIGHT LAMENATION	WALTON
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11/28/03	20:00	WORK AREA	SLIGHT LAMENATION	WALTON
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11/28/03	20:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	21:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	21:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	21:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	21:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	22:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	22:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	22:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	22:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	23:00	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	23:15	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	23:30	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	23:45	WORK AREA	SLIGHT LAMENATION	WALTON
11/28/03	24:00	WORK AREA	SLIGHT LAMENATION	WALTON

FD-4-010 0013

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: The charge shown in the above table for late payment is applicable to business, rental, or household use contracts only. If you use the property for commercial or agricultural use, you must pay a late charge on the amount of each payment received more than 10 days late of 7.5 percent of the late amount whichever is less.

This contract must be in writing and signed by you and the Creditor.

Co-Buyer Signs

BUYER AGREEMENTS

- Payments:** Buyer must make all payments when they are due. Buyer may prepay buyer's debt at any time without penalty. This is a non-interest contract. The actual finance charge buyer agrees to pay will depend on buyer's payment pattern. The actual finance charge may exceed the disclosed Finance Charge if buyer makes buyer's payments later than the scheduled dates or in less than the scheduled amount. Buyer's payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid amount financed is outstanding.
- Security Interest:** To secure payment of the monthly payments and all other amounts due under this contract (without this contract, the lender by the Creditor of the vendor's lien and privilege which the Creditor expressly reserves), Buyer gives the Creditor a security interest in the property, and in all parts and other goods put on the property, or added to the property, as improvements, additions, or alterations, and all money or goods received for the property, and all premiums and service contracts financed for you. Buyer assigns all insurance charges that have been financed and all proceeds of insurance to the Creditor until all amounts due under this contract are fully paid in cash. Unearned insurance charges paid to the Creditor may be credited to Buyer. The credit will be to the last payment due.

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

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

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

(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller certifies it to Ford Motor Credit Company.

J.C. JOHNSON FORD, LTD., INC. THE

Program No. _____
QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
03-001

SELLER'S COPY (NON-TRANSFERABLE)

FE04-019 0014



THIS RECEIPT IS VALID ONLY WHEN USED IN CONNECTION WITH THE PURCHASE OF THE GOODS OR SERVICES DESCRIBED HEREON. IT IS VOID IF IT IS USED FOR ANY OTHER PURPOSE. IT IS VOID IF IT IS USED FOR THE PURCHASE OF ANY OTHER GOODS OR SERVICES. IT IS VOID IF IT IS USED FOR THE PURCHASE OF ANY OTHER GOODS OR SERVICES.

DATE	NO.	ISSUE	ISSUE	ISSUE

TABLE

(YEAR)	(TIME)	(AREA)	(NUMBER)
(0000)	(0000)	(0000)	(0000)

IF YOU ARE NOT SATISFIED WITH THIS SERVICE, PLEASE CONTACT THE MANUFACTURER.

DUPLICATE RECEIPT

ME 2 W 2 ORDER COPY [00 OF 10000] 0.00

FORM-9304-01

FROM foreveryone.com

FRX NO. : 318 741-2843

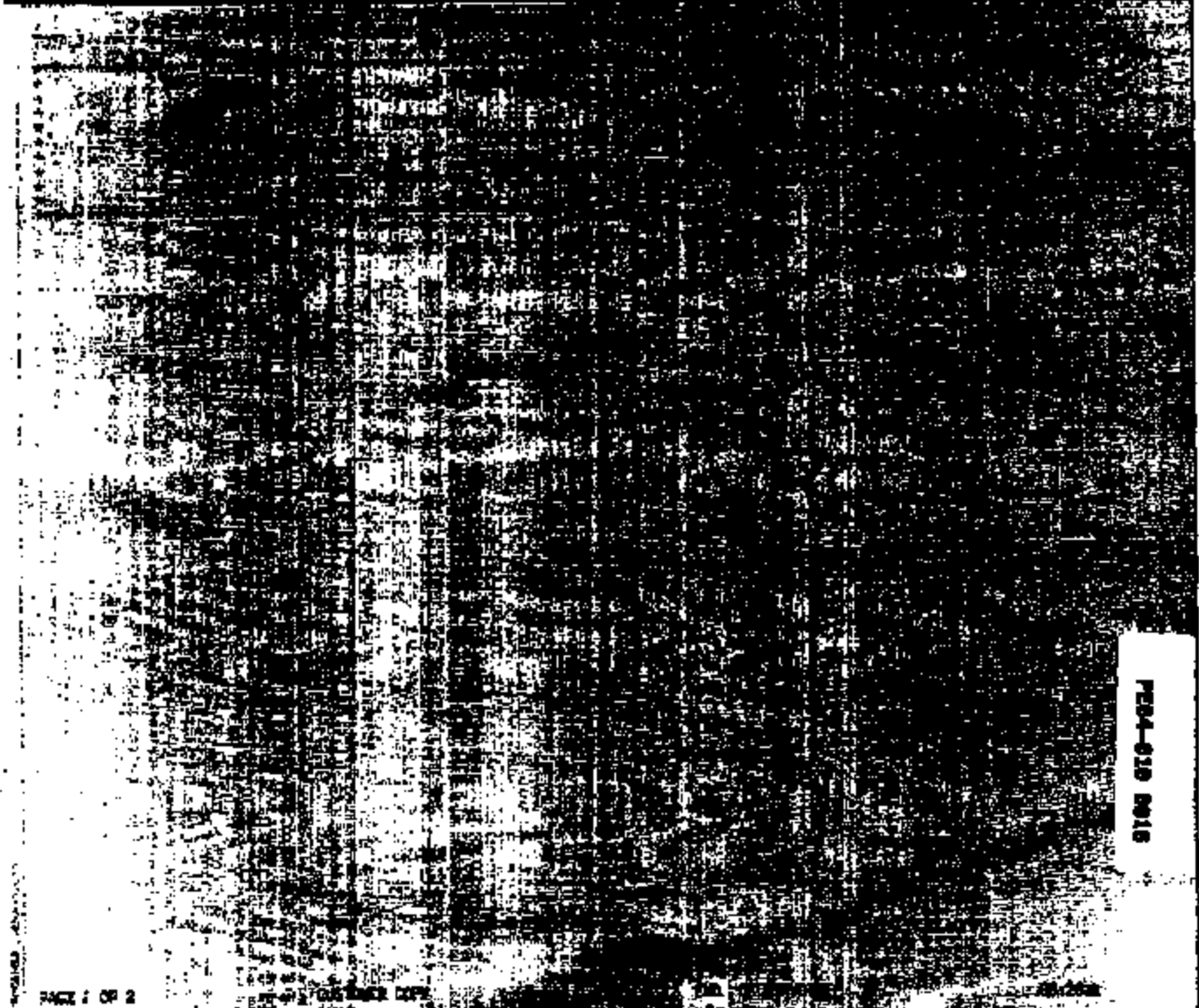
Oct. 22 2003 05:05PM P28

WALTER LINCOLN-MERCURY, L.L.C.

2848 Madison Park Blvd
P. O. Box 5847
BAYVIEW, LOUISIANA 71824-0547
(504) 486-4185 • Fax (504) 888-0298

WARRANTY INFORMATION
This vehicle is warranted by the manufacturer for a period of 3 years or 50,000 miles, whichever comes first. The warranty is limited to the original purchaser and is void if the vehicle is used for commercial purposes, is involved in an accident, or is damaged by fire, theft, flood, or other causes. The warranty does not cover wear and tear items, such as tires, brakes, oil, filters, and other maintenance items. For more information, please contact the manufacturer or your dealer.

11/12/2003	18:01	3372622673	FRONT PAGE	PAGE 17
FROM	foreveryone.com	FRX NO. : 318 741-2843	Oct. 22 2003 05:05PM P28	
WARRANTY INFORMATION				
This vehicle is warranted by the manufacturer for a period of 3 years or 50,000 miles, whichever comes first. The warranty is limited to the original purchaser and is void if the vehicle is used for commercial purposes, is involved in an accident, or is damaged by fire, theft, flood, or other causes. The warranty does not cover wear and tear items, such as tires, brakes, oil, filters, and other maintenance items. For more information, please contact the manufacturer or your dealer.				
WALTER LINCOLN-MERCURY, L.L.C.				
2848 Madison Park Blvd P. O. Box 5847 BAYVIEW, LOUISIANA 71824-0547 (504) 486-4185 • Fax (504) 888-0298				



ENTER LINCOLN-MERCURY, L.L.C.
 8848 Business Park Drive
 P. O. Box 8847
 Birmingham, Alabama 35208-8847
 (205) 458-8100 Fax (205) 458-0350

DISCLAIMER OF WARRANTIES - In every contract for the purchase of a vehicle, the seller warrants that the vehicle is free from any liens, claims, or other encumbrances, and that the seller has the right to sell the vehicle. The seller also warrants that the vehicle is in good condition, and that the seller has no knowledge of any defects in the vehicle. The seller also warrants that the vehicle is not a stolen vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a salvage vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a flood-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a fire-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a hail-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a rust-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a collision-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a theft-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a fire-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a flood-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a hail-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a rust-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a collision-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle. The seller also warrants that the vehicle is not a theft-damaged vehicle, and that the seller has no knowledge of any other illegal activity involving the vehicle.

DATE	10/29/03	TIME	06:07	USER	ADMIN	IP	192.168.1.1
FROM	192.168.1.1	TO	192.168.1.1	SUBJECT	LOGON SUCCESS	STATUS	OK
OPERATION	LOGON	RESULT	OK	MESSAGE	LOGON SUCCESS	DETAILS	

DATE	10/29/03	TIME	06:07	USER	ADMIN	IP	192.168.1.1
FROM	192.168.1.1	TO	192.168.1.1	SUBJECT	LOGON SUCCESS	STATUS	OK
OPERATION	LOGON	RESULT	OK	MESSAGE	LOGON SUCCESS	DETAILS	
DATE	10/29/03	TIME	06:07	USER	ADMIN	IP	192.168.1.1
FROM	192.168.1.1	TO	192.168.1.1	SUBJECT	LOGON SUCCESS	STATUS	OK
OPERATION	LOGON	RESULT	OK	MESSAGE	LOGON SUCCESS	DETAILS	

P21-818 0017



QualityCare

ANEO SERVICE



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

Customer Name: _____ Year/Model: _____ Date: _____

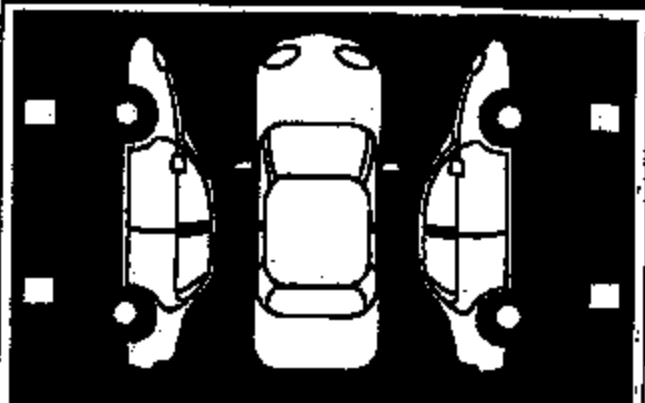
FC/Tag: _____ Mileage: _____

MAY REQUIRE FUTURE ATTENTION

- Window washer fluid level
- Transmission fluid level
- Brake fluid level
- Power steering fluid level
- Coolant reservoir reservoir fluid level
- 4 x 4 transfer case, front drive shaft, clutch reservoir fluid levels
- Operation of horn, regular signals, indicator lamps, light signals front and rear lamps
- Windshield wiper spray, wiper operation and wiper blades
- Windshield for cracks, chips and pitting
- Redline marker, and air-conditioning hoses for leaks and damage
- Brakes or clutch free
- Oil and/or fluid leaks
- Cupped, wavy (C4) drive side tracks (if equipped)
- Exhaust system (leaks, damage, loose parts)
- Drive shaft, transmission, u-joint and shift linkage (if equipped) and U-joints (if needed)
- Steering and steering knuckles and tie rods
- Suspende shock absorbers for bounce/lean/diving and lubrication
- Brake system (including lines, hoses, and parking brake) and wheel end for end-play and binding noise
- Power Steering system, hoses and clamps
- Accessory drive belts
- Battery terminals (clean if necessary)
- Clutch operation
- Responsive fuel system hoses and tubes (only at 80,000 mile intervals per 1997 vehicle)

Good
 Poor
 Bad

Factory Spec Cold Corrosion Arps:
 Actual Cold Corrosion Arps:



3 to 5mm or 1/32" to 7/32" (Good) or 1.01 to 2mm (Poor) or 2/32" to 5/32"

TREAD DEPTH

<input checked="" type="checkbox"/> 7/32 or Greater <input type="checkbox"/> 4/32 to 6/32 <input type="checkbox"/> 3/32 or less		<input checked="" type="checkbox"/> 7/32 or Greater <input type="checkbox"/> 4/32 to 6/32 <input type="checkbox"/> 3/32 or less
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Comments: No PROBLEMS Found

Service Advisor: _____

Technician: _____

Customer Signature: _____

PC04-010 0010

FORQUERVOUS.COM

PHX NO. : 318 741-2843

Oct. 28 2003 06:15AM P28



P.O. Box 1887
Mercury Lincoln 877-8884
www.johnson.com
MORNING, LOUISIANA 71088

DISCLAIMER OF WARRANTIES: We warrant only the parts and labor work on the items on the invoice. The seller, dealer, body, separate division of services other than at this, shall be any other person responsible for a particular service, and neither we nor the seller, dealer, body, separate division of services shall be responsible for any other person's work. Repair shall not be limited to services that the seller, dealer, body, separate division of services is authorized to perform. We warrant only the parts and labor work on the items on the invoice. The seller, dealer, body, separate division of services shall be any other person responsible for a particular service, and neither we nor the seller, dealer, body, separate division of services shall be responsible for any other person's work. Repair shall not be limited to services that the seller, dealer, body, separate division of services is authorized to perform. We warrant only the parts and labor work on the items on the invoice. The seller, dealer, body, separate division of services shall be any other person responsible for a particular service, and neither we nor the seller, dealer, body, separate division of services shall be responsible for any other person's work. Repair shall not be limited to services that the seller, dealer, body, separate division of services is authorized to perform.

10774	10274	2828	11770	10774
10774	10274	2828	11770	10774
10774	10274	2828	11770	10774
10774	10274	2828	11770	10774
10774	10274	2828	11770	10774

PARTS	QTY	PP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
			JOB # 4 TOTAL PARTS			0.00
			JOB # 4 TOTAL LABOR & PARTS			9.00
			CUSTOMER STATEMENT FRONT AND LEFT REAR DOOR SQUEAK (PARTS TO BE ORDERED AT THIS TIME)			WARRANTY
			JOB # 8 TOTAL PARTS			0.00
			JOB # 8 TOTAL LABOR & PARTS			0.00
			SUSPENSION CORNER CUSTOMER STATEMENT FRONT AND REAR TO HORN CHECK AND REPAIR FRONT AND REAR LOWER BALL JOINTS CHECK AND REPAIR FRONT AND REAR LOWER BALL JOINTS RIDE HEIGHT CLEAR CODES AND RETEST			WARRANTY
			JOB # 8 TOTAL PARTS			0.00
			JOB # 8 TOTAL LABOR & PARTS			0.00
			JOB # 1			0.00
			1.8 9004-48813 R.P. GOODRICH 8			0.00
			TOTAL LABOR			0.00
			TOTAL PARTS			0.00
			TOTAL TAX			0.00
			TOTAL INVOICE \$			0.00

IF YOU SERVICE IS NOT TO YOUR SATISFACTION, PLEASE CONTACT
YOURS AT 318 377 8894

CUSTOMER SIGNATURE _____
DUPLICATE INVOICE

Action Detail

VIN: 2MEHM75V93X835341	Year: 2003	Model: GRAND MARQUIS	Case: 651160453
Name: [REDACTED]	Owner Status: Original	WBD: 2003-02-13	
Symptom Desc: STRG/HANDLING PULL/DRIFT RIGHT		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: OPEN	Dealer: J C JOHNSON FORD L-M INC	
Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK		P & A Code: 08560	
Action Desc: OPEN LEGAL CONTACT - ATTORNEY DEMAND			
Odometer: 12886 MI	Comm Type: MAIL		
Action Date: 11/18/2003	Action Time: 16:28:02:143	Action Date: Yes	
Analyst Name: LEICH, CHERIE	Analyst: CLEICH		

COMMENTS: *****ATTORNEY DEMAND***** FAX RECEIVED 11-12-03. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR SUSPENSION, TRIM, ELECTRICAL, INTERIOR, DIFFERENTIAL, DOORS, AND TRANSMISSION CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

FD-4-010 0025

07/23/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 033927

ODOMETER: 011275M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
OSP		001	10884C	82	FREIGHT/POSTAGE/MAIN
MISC	FOR REPAIRS NOT COVERED	000	10884C1		

TECH CHECKED NO START CHECK BATTERY ELECTRICAL SYSTEM FOUND BAD BATTERY REPLACED BATTERY AND RETESTED OK

04/23/2003 DEALER: Harter Lincoln Mercury LLC

WARRANTY CLAIM NUMBER: 117942

ODOMETER: 005702M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8WZ13008A	HEADLAMP ASSY	001	13007CR	DT	FOROSITY

REPLACED RIGHT HEADLAMP FOR HOLDING WATER

04/23/2003 DEALER: Harter Lincoln Mercury LLC

WARRANTY CLAIM NUMBER: 117942

ODOMETER: 005702M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RFF	NO PROBLEM FOUND (NR)	000	RFF	82	FREIGHT/POSTAGE/MAIN

1 ROAD TEST. INSPECT FT SUSPENSION AND BRAKES. COULD NOT DUPLICATE NOISE AND FOUND NO PROBLEMS.

02/28/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 031534

ODOMETER: 000940M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
FRONT	FRONT END ALIGNMENT	000	3001A	WS	WHEEL ALIGNMENT OUT
		000	3001A1		

CHECKED VEHICLE PULLS TO RIGHT ROAD TEST TO VERIFY CONCERN LIFT ON RACK AND INSPECT ALIGNMENT ADJUST CASTOR AND TOE END REROADTEST

02/28/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 031534

ODOMETER: 000940M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
SW1Z17628A	BLADE ASY WIPER W	002	17628A	82	DOES NOT OPERATE PRO

REPLACED WIPER BLADES

END OF OASIS REPORT FOR 2MEHM75V93X635341

FORD-010 0825

eccdb2x

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN	ZME8M73V932635341	Vehicle Line	C/P - GRAND MARQ (CONVENTIO) [92-04]	Body Sheet	*
Model Year	2003	Market Deriv:	C/M - MERCURY DIVISION DERIVATIVE	Navis Eng Serial No	B BR 014309
Vehicle Type	C	Drive Code	C/S - 2 WHL L/R REAR DRIVE	Engine	C/V6 - MOD 4.6L DOHC EFI
Inv. Dealer	05749	Body Cab Style	- 4 DOOR SEDAN-4 LTR	Transmission	GDJ - 4 SPD AUTO TR NAA
Vehicle Status Code	300	Version/Serial	C/C - MARAUDER VERSION		
Trace Eng Serial No	-----1-----2-----3-----4-----5-----6-----7-----8-----				

ELB04 270602186210810 30 120 AA

Trace Trans Serial No:
E-M 014309

BUILD INFORMATION:

Region:	NA - #00000000	Plant:	AW - ST. THOMAS PLANT BUILD
Country:	* - #00000000	Prod Date:	26-AUG-2002

SALE INFORMATION:

Region: NA - #00000000 Selling Dealer: 322537 - *
 Country: USA - #00000000 Selling Div: SE/Prov: LA
 Buyer St/Prov: LA

Arrival Date: 06-FEB-2003 Red Carpet Lease: *
 Sale Date: 13-FEB-2003 Fleet/Retail/Co. Lease: R
 Warranty Start Date: 13-FEB-2003 Modified Vehicle: * Vehicle Coast Flag:
 Orig Warranty Date: 13-FEB-2003 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----

M7532635341H083 28 02 2606030 10 8 084808 7 30207 H 3 220573 3 0A 0286 02

MED 8 8 200A 8810A 88

P04-810 0027

INSTALLED OPTION INFORMATION:

Air Conditioning:	CC - A/C AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	H
Audio Deck:	AA - LESS AUDIO DISC PLAYER	Instrumentation:	AB - CONVENTIONAL INSTRUMENTATION
Axis Ratio:	BGAED - 3.55 FINAL DRIVE RATIO	Mirror(Driver Side):	CX - DRVR PWR HEATED C/K EXT MIRROR
Axis Type:	BCHAC - LIMITED SLIP REAR AXLE	Mirror(Passg Side):	CZ - PASS PWR HEATED C/K EXT MIRR
Battery Amp Rating:	MR	Paint:	PNJAA - EBONY SOLID CC
Brake Code:	* - [N/A]	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	BE - ELSTR PREM STROCS/STROSC/CLK
Calibration Code:	3FB1M90A	Sound System:	AB - AUDIO/PHILE SOUND SYSTEM
Color(Accent):	* - [N/A]	Steep Traction Axle:	
Color(Trim):	0002A -	Tire Manufacturer:	AB -
Delivery Type:	0	Tire Brand:	*
DriveShaft Code:	*	Tire Size:	D3DAE - P*215/50R15W97RE*243/55R15W102
Front Seat:	CB - SEAT-INDIVIDUAL-L/R DRV/PASS	Traction Control:	AA - LESS ANTI-SPIN TRACTION BRAKES
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Size:	

TIRE DOT INFORMATION:

LF:	BE0X3U912702	RF:	BE1F0U915102
LR:	BE0X3U912702	RR:	BE1F0U915102
LR:	*	RR:	*

SPARE: BE1F0U91777 DOT Plant Manufacturer: BE -

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	* Emission Code:	* * *
ESP Coverage(Miles):	* Emission Cert Type:	3
ESP Coverage(Time):	* Emission Data Refill:	KCB
ESP File Year:	* Engine Family:	3FMXV046V5
ESP Signature Date:		

Any comments? You can contact



webmaster

11/19/03

Update This Information in Stars

		Dealer Detail			
FCSD Region	Sales Region	Sales Zone	Market	PSA Code	Sales Code
23-MEMPHIS	23-MEMPHIS	G	A3	08560	F23615
Dealer Name:		J G JOHNSON FORD L-M INC			
Dealer Address:		405 INDUSTRIAL DRIVE MINDEN LA 71056			
Dealer Main Phone:		318-377-8694	Dealer Service Phone:		318-377-8697
		Position	Employee Name		
		DEALER/PARTNER	RICHARD W JOHNSON		
		PARTS MANAGER	MIKE D OLSON		
		SALES MANAGER	GARY D ELLIOTT		
		SERVICE MANAGER	BILL MOORE		

F23615-018 0829

OASIS RESULT:
2MEHM75V93X635341
11/19/2003
09:14:24

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VEHICLE INFORMATION

VEHICLE DESCRIPTION 2003 GRAND MARQUIS	BODY STYLE 4 DR SEDAN LS	ENGINE 4.6L EFI DOHC	ENGINE CALIBRATION 3FB1M80A
TRANSMISSION 4R70W 4 SPD AUTO	AXLE CODE 56		

GENERAL WARRANTY INFORMATION

WARRANTY START DATE 02/13/2003	BUILD DATE 06/26/2002	SALE MILEAGE
--	---------------------------------	---------------------

WARNING MESSAGES
LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE

*THIS VEHICLE HAS AN OPEN CUDL LEGAL CONTACT

*THIS VEHICLE HAD A CUDL CONTACT CLOSED

OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

REPAIR HISTORY

11/13/2003 DEALER: Harter Lincoln Mercury LLC

WARRANTY CLAIM NUMBER: 124324

ODOMETER: 015896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
543236	NEGLECTION POWER	000	274066	33	LOOSE
		000	2740681		

R&R LEFT REAR DOOR TRIM PANEL TO TIGHTEN BOLTS ON RUN CHANNEL AND TIGHTEN DO OR PANEL

11/13/2003 DEALER: Harter Lincoln Mercury LLC

WARRANTY CLAIM NUMBER: 124324

ODOMETER: 015896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
140488	REIN-INST PANEL	000	043288	31	LOOSE

R&R AIE BAG TO REPOSITION R&R DEFROST VENT PANEL TO TIGHTEN SCREWS ON DASH P ANEL

11/13/2003 DEALER: Harter Lincoln Mercury LLC

WARRANTY CLAIM NUMBER: 124324

ODOMETER: 015896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
13008	HEADLAMP ASSY	000	13007A	07	IMPROPERLY ADJUSTED

PER-818 0039

1 CHECK ELSECTRICAL SYSTEM CHECK GROUNDS-ADJUST HEADLIGHTS

10/27/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 035514

ODOMETER: 012896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
MISC	FOR REPAIRS NOT COVERED	000		82	FREIGHT/POSTAGE/MAIN

LOANER CAR OUT OVER 30 DAYS, REAR END SENT TO FORD ENG. FORD INSPECTED REAR END AND REPLACED COMPLETE REAR END.

09/18/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 034921

ODOMETER: 012896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3R42 130880	HEADLAMP ASBY	001	13007CL	43	DOES NOT OPERATE PRO

CHECKED HEADLAMPS FOUND LEFT HEADLAMP NOT REFLECTING PROPERLY REPLACED HEADLAMP

09/18/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 034921

ODOMETER: 012896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
8427428	TRIM PANEL-RR DOOR	000	274088	33	LOOSE
		000	2740881		

LEFT REAR DOOR PANEL CHECKED AND TIGHTENED AS NEEDED ROAD TEST OK

09/18/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 034921

ODOMETER: 012896M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3W72 190780A	ELECTRONIC MODULE (GE)	001	12881D	42	DOES NOT OPERATE PRO
		000	12881DIA		
		000	12881D2		

CHECKED AND VERIFY FLICKERING LIGHTS RAN OASIS REPLACED LIGHTING CONTROL MODULE PER SSM 18983 RETEST OK

09/01/2003 DEALER: J C Johnson Ford L-M Inc

WARRANTY CLAIM NUMBER: 034074

ODOMETER: 011770M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
3R42 10078A	WHEEL ASBY	001	214284	01	BROKEN/CRACKED
8BL1 1012A	WHEEL LUG NUT	005	030305A		
3W12 4284A	BAR (REAR AXLE TRACK)	001	1007AB		
FB42 80480A	ARM ASBY-REAR SUSP	002	084RAC1		
W202178438		001	2001B7B		
FB42 8000CA	ARM ASBY-RR SUSP UPPER	002	071800		
W704822438		002			
W704822428		002			
N804415428		002			
W202188438		002			
3W12 2882A	CALIPER ASBY-RR BRK	001			
PM1		001			
8004 40813		001			

CHECKED REAR AXLE FOUND RIGHT REAR AXLE BROKEN FOUND UPPER AND LOWER CONTROL ARMS ON RIGHT AND LEFT SIDES BENT ALSO REPLACED AXLE ASSEMBLY PER FORD MOTOR COMPANY BLEND BROKEN REPLACED RIGHT REAR WHEEL AND TIRE DUE TO FORD WARREN TY

FORD-018 0031

ESP / Recall Information

VIN: 2MEHM75V93X635341

No ESP information for this VIN

No Recall information for this VIN

FD-301-010 0032

Fonseca, Lourdes Nearon (L.C.)

From: Fonseca, Lourdes Nearon (L.C.)
Sent: Wednesday, November 19, 2003 9:55 AM
To: Shoup, Russell (R.C.); Eberhart, Daniel (D.G.)
Subject: Murry / 651180453

Have you been involved with the following?

VIN: 2MEHM75V63X033341	Year: 2003	Model: GRAND MARQUIS	Case: 651180453
Name: [REDACTED]	Owner Status: Original	WBD: 2003-02-13	
Symptom Desc: STRG/HANDLING PULL/DRIFT RIGHT			Primary Phone: [REDACTED]
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND			Secondary Phone: [REDACTED]

Issue Type: 07 LEGAL	Issue Status: OPEN	Dealer: J C JOHNSON FORD	L-M INC
Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK			P & A Code: 08350
Odometer: 12698 MI	Comm Type: MAIL		
Action Date: 11/18/2003	Action Time: 16:28:02:143	Action Data: Yes <Issue/Case/IssueDetail/ActData/Ino.asp?Event=2003-11-18/16:28:02:143/IssueType=07&ActOrg=CA/GFDS&ActionID=LP203&Case=651180453&Reason=07801&smcC=303290>	
Analyst Name: LEICH,CHERE	Analyst: CLEICH		

COMMENTS: ***** ATTORNEY DEMAND ***** FAX RECEIVED 11-12-03. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR SUSPENSION, TRIM, ELECTRICAL, INTERIOR, DIFFERENTIAL, DOORS, AND TRANSMISSION CONCERNS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Have a great day!
Lourdes Fonseca-Nearon
 Ford Motor Company
 Consumer Affairs
 Litigation Prevention Dept.
 Memphis and Southwest Legal Analyst
 Phone: 313-845-4583
 Fax: 313-845-5668

*Per Russ Shoup
 April - accident /
 impact
 covered employer.
 Should have been
 referred to insurance.*

PSM-010 0033

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]
Address: [REDACTED] ELM GROVE LA [REDACTED]
Country: USA Language: EN
Call Phone: [REDACTED] Pager:
Preferred Contact method: Fax:
Preferred Contact Time: Email:

PROD-010 0004

Sent Via U.S. Mail

December 3, 2003

Richard Dalton
P.O. Box 5458
Lafayette, LA 70502

RE: [REDACTED]
2003 Grand Marquis Marauder
VIN: 2MBHM75V93X635341

Dear Mr. Dalton:

This letter is in response to your letter dated November 12, 2003 regarding the above-mentioned vehicle. Ford Motor Company has reviewed your claim. Unfortunately, we are unable to offer any assistance at this time.

Thank you for the opportunity to review this concern.

Respectfully yours,

Lourdes Fonseca-Nearon
Consumer Affairs

Action Detail

VIN: 2NEHM75V83X885341	Year: 2003	Model: GRAND MARQUIS	Case: 851160483
Name: [REDACTED]	Owner Status: Original	WSD: 2003-02-13	
Symptom Desc: STRG/HANDLING PULL/DRIFT RIGHT		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: CLOSED	Dealer: J C JOHNSON FORD L/M INC	
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION		P & A Code: 06550	
Action Desc: FINAL CASE DISPOSITION			
Odometer: 12898 MI	Comm Type: MAIL		
Action Date: 12/03/2003	Action Time: 13:18:38:287	Action Date: No	
Analyst Name: FONSECA, LOURDES HEARON (L.C.)	Analyst: LFONSECA		

COMMENTS: LPA WILL SEND DENIAL LETTER.

2003 010-0001

ccodb2x

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-NOV-2003

Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SHL CNT	TIS	QMT	WCC	PREF	BASE	SUFF	VRT	VPG	CCC	CD
2MEHM75V93X635341	FP	OFF	CM	CFA	CXC	CB	AW	CDU	CVM	25-08-02	13-02-03	322557	USA	1	*	5000	*	FRONT	*	S10	V89	E26	W6
AWS Claim Key:	671922	Doc #:	03153401	Trx Code:	2	Labr Hrs:	1	Labr Cost:	35.48	Material Cost:	0	Total Cost:	35.48										
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	23-FEB-2003										
Clst Comments:	CUSTOMER STATES VEHICLE PULLS TO RIGHT WHILE DRIVING AND APPLYING BRAKE																						
Tech Comments:	CHECKED VEHICLE PULLS TO RIGHT ROAD TEST TO VERIFY CONCERN LEFT ON BACK AND INSPECT ALIGNMENT ADJUST CASTOR AND TOE END REROADTEST																						
2MEHM75V93X635341	FP	OFF	CM	CFA	CXC	CB	AW	CDU	CVM	25-08-02	13-02-03	322557	USA	1	*	7F02	3W1Z	17528	BA	S09	V16	W05	42
AWS Claim Key:	671921	Doc #:	03153402	Trx Code:	2	Labr Hrs:	2	Labr Cost:	17.1	Material Cost:	21.76	Total Cost:	32.86										
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	23-FEB-2003										
Clst Comments:	CUSTOMER STATES WIPER BLADES SKIPPING																						
Tech Comments:	REPLACED WIPER BLADES																						
2MEHM75V93X635341	FP	OFF	CM	CFA	CXC	CB	AW	CDU	CVM	25-08-02	13-02-03	322557	USA	3	*	7D01	3W2Z	13000	BA	S09	V77	L29	D1
AWS Claim Key:	1021124	Doc #:	11794281	Trx Code:	2	Labr Hrs:	2	Labr Cost:	12.82	Material Cost:	108.81	Total Cost:	121.63										
Dir Cl-Sub Cl:	10008-A	Name:	HARTER LINCOLN MERCURY LLC	Ph:	318-8613561	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	23-APR-2003										
Clst Comments:	C S INSTALLE S O PART RIGHT HEADLAMP																						
Tech Comments:	REPLACED RIGHT HEADLAMP FOR HOLDING WATER																						
2MEHM75V93X635341	FP	OFF	CM	CFA	CXC	CB	AW	CDU	CVM	25-08-02	13-02-03	322557	USA	3	*	5000	*	NTF	*	S05	V39	N30	E2
AWS Claim Key:	1021123	Doc #:	11794283	Trx Code:	2	Labr Hrs:	5	Labr Cost:	32.05	Material Cost:	0	Total Cost:	32.05										
Dir Cl-Sub Cl:	10008-A	Name:	HARTER LINCOLN MERCURY LLC	Ph:	318-8613561	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	23-APR-2003										
Clst Comments:	C S SQUEAKY NOISE COMING FROM RIGHT FRONT BALL JOINT AREA OR BRAKE AREA																						
Tech Comments:	I ROAD TEST. INSPECT FT SUSPENSION AND BRAKES. COULD NOT DUPLICATE NOISE AND FOUND NO PROBLEMS.																						
2MEHM75V93X635341	FP	OFF	CM	CFA	CXC	CB	AW	CDU	CVM	25-08-02	13-02-03	322557	USA	6	*	6Y25	*	MISC	*	SXX	V60	D0*	E2
AWS Claim Key:	2303458	Doc #:	03392702	Trx Code:	FOI	Labr Hrs:	5	Labr Cost:	24.71	Material Cost:	89.54	Total Cost:	114.25										
Dir Cl-Sub Cl:	06350-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	23-JUL-2003										

FW04-010 0037

Cost Comments:	CUSTOMER STATED VEHICLE WILL NOT START																				
Tech Comments:	TECH CHECKED NO START CHECK BATTERY ELECTRICAL SYSTEM FOUND BAD BATTERY REPLACED BATTERY AND RETESTED OK																				
2MEHM75V93X635341	FP	C/P	CM	C/FA	C/GC	C/B	AW	C/DU	C/VM	26-08-02	13-02-03	322557	USA	6	*	5K01 3W3Z 1007	BA	S11	V44	L88	01
AWS Claim Key:	2556755	Doc #:	03407401	Trx Code:	2	Labr Hrs:	4.5	Labr Cost:	258.39	Material Cost:	895.69	Total Cost:	1154.08								
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	01-AUG-2003	DIST(MLC):11770							
Cost Comments:	CUSTOMER STATES:RIGHT REAR AXLE BROKE																				
Tech Comments:	CHECKED REAR AXLE FOUND RIGHT REAR AXLE BROKEN FOUND UPPER AND LOWER CONTROL ARMS ON RIGHT AND LEFT SIDES BENT ALSO REPLACED AXLE ASSEMBLY PER FORD MOTOR COMPANY BLEND BROKEN REPLACED RIGHT REAR WHEEL AND TIRE DUE TO FORD WARRANTY																				
2MEHM75V93X635341	FP	C/P	CM	C/FA	C/GC	C/B	AW	C/DU	C/VM	26-08-02	13-02-03	322557	USA	1	*	7D01 3W3Z 15008	HD	S89	V77	L29	42
AWS Claim Key:	2672616	Doc #:	03492101	Trx Code:	EB3	Labr Hrs:	3	Labr Cost:	11.44	Material Cost:	108.61	Total Cost:	120.05								
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	19-SEP-2003	DIST(MLC):12695							
Cost Comments:	CUSTOMER STATES:PASSENGER SIDE HEADLAMP MUCH BRIGHTER THAN THE LEFT SIDE																				
Tech Comments:	CHECKED HEADLAMPS FOUND LEFT HEADLAMP NOT REFLECTING PROPERLY REPLACED HEADLAMP																				
2MEHM75V93X635341	FP	C/P	CM	C/FA	C/GC	C/B	AW	C/DU	C/VM	26-08-02	13-02-03	322557	USA	1	*	6C05 *	5427806 *	S01	V31	W09	33
AWS Claim Key:	2672615	Doc #:	03492102	Trx Code:	EB4	Labr Hrs:	4	Labr Cost:	22.97	Material Cost:	0	Total Cost:	22.97								
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	19-SEP-2003	DIST(MLC):12695							
Cost Comments:	CUSTOMER STATES:DRIVERS SIDE REAR DOOR RATTLES																				
Tech Comments:	LEFT REAR DOOR PANEL CHECKED AND TIGHTENED AS NEEDED ROAD TEST OK																				
2MEHM75V93X635341	FP	C/P	CM	C/FA	C/GC	C/B	AW	C/DU	C/VM	26-08-02	13-02-03	322557	USA	1	*	7T10 3W7Z 13C768	BA	S09	V77	L29	42
AWS Claim Key:	2692207	Doc #:	03492103	Trx Code:	EB3	Labr Hrs:	1	Labr Cost:	57.42	Material Cost:	226.6	Total Cost:	284.02								
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	19-SEP-2003	DIST(MLC):12695							
Cost Comments:	CUSTOMER STATES:INTERIOR LIGHTS FADE IN AND OUT (WORSE AT NIGHT)																				
Tech Comments:	CHECKED AND VERIFY FLICKERING LIGHTS BURN QUASS REPLACED LIGHTING CONTROL MODULE PER SS4 16983 RETEST OK																				
2MEHM75V93X635341	FP	C/P	CM	C/FA	C/GC	C/B	AW	C/DU	C/VM	26-08-02	13-02-03	322557	USA	9	*	6Y20 *	MISC *	SXX	V00	A9*	82
AWS Claim Key:	1206117	Doc #:	03551401	Trx Code:	F01	Labr Hrs:	0	Labr Cost:	0	Material Cost:	0	Total Cost:	350								
Dir Cl-Sub Cl:	06550-A	Name:	J C JOHNSON FORD L-M INC	Ph:	318-3778694	St:	LA	City:	USA	Reg Cl:	NA	Repr Date:	27-OCT-2003	DIST(MLC):12696							
Cost Comments:	MAX DAYS FOR LOANER CAR																				
Tech Comments:	LOANER CAR OUT OVER 30 DAYS REAR END SENT TO FORD ENG. FORD INSPECTED REAR END AND REPLACED COMPLETE REAR END.																				

Any comments? You can contact

webmaster

FORD-016 0839

PE04-010

FORD 4/8/04

ATTACHMENT F2

Memphis Region

#492646
02/06/04

PEM-618 8301

SEARCHED
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INDEXED
FILED
FEB 10 2004
FBI - MEMPHIS

10613

26TH JUDICIAL DISTRICT COURT FOR THE PARISH OF WEBSTER

STATE OF LOUISIANA

NO.: 63547

DIVISION: _____

S/Dewey E. Burchett, Jr. - "A" versus

FORD MOTOR COMPANY and
J.G. JOHNSON FORD-LINCOLN-MERCURY, INC.

Filed: _____

Deputy Clerk

RECEIVED & FILED
SHELETHA S. FRAZIER
JAN 30 11 09 AM '03
WEBSTER PARISH, LA

PETITION FOR REDUCTION AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioners

_____ residents of the lawful age of majority domiciled in
Amarillo, Texas, who allege upon information and belief, except as to the allegations
in Paragraphs 4 and 7, which Petitioners allege upon personal knowledge, the
following:

1.

Made Defendants herein are the following persons and/or entities who are justly
and truly indebted unto your Petitioners, jointly and in solido, in a full and true sum as
is reasonable in the premises, together with legal interest thereon from the date of
judicial demand, until paid, and for all other just and equitable relief to which they may
be entitled:

- A) FORD MOTOR COMPANY, hereinafter "FORD," a foreign corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is CT Corporation Systems, 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809; and
- B) J.C. JOHNSON FORD-LINCOLN-MERCURY, INC., hereinafter "JC," a local corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is J.C. JOHNSON, 1008 Ridgewood, Minden, Louisiana 71055.

2.

On or about February 13, 2003, Petitioners

_____, entered into a motor vehicle purchase contract with JC for the purchase
of a 2003 MERCURY GRAND MARQUIS MARAUDER, VIN ZMEEM7E93XG35341

1

ATTEST

A TRUE COPY
Smaulho Mack
Deputy Clerk District Court
WEBSTER PARISH, LA

FD04-010 0002

(hereinafter referred to as the "MARAUDER" or the "vehicle"). The purchase price was approximately \$32,499.00. The MARAUDER was purchased primarily for Petitioners' personal use.

3.

In fact, when delivered, the MARAUDER was defective in materials and workmanship. Within the first two (2) months after purchase, Petitioners began experiencing defective conditions with the MARAUDER's suspension. The MARAUDER has been tendered for repairs on eight (8) separate occasions and has remained in the shop for 52 cumulative days. The MARAUDER has approximately 15,000 miles on it. To date, the defects still exist.

4.

The MARAUDER is a "thing" under La. Civil Code Articles 2520, et seq.

5.

Defendant, FORD, is a "manufacturer" under La. Civil Code Articles 2520, et seq.

6.

Defendant, JC, is a "seller" under La. Civil Code Articles 2520, et seq.

7.

Petitioners are "buyers" under La. Civil Code Articles 2520, et seq.

8.

Petitioners aver that the defects hereinabove described meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

9.

Petitioners aver that they have provided the Defendants sufficient opportunity to repair their defective MARAUDER and has requested that the Defendants replace the MARAUDER, refund their money, or reduce the sales price. Defendants have refused their demands.

10.

Petitioners aver that they have performed each and every duty required of them under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendants, as herein alleged.

11.

Petitioners aver that the Defendants are liable to them for the following non exclusive list of causes of actions:

- A. Redhibition;
- B. Breach of Contract;
- C. Breach of implied and Express Warrantee; and/or
- D. Negligent Repairs.

12.

As a direct and proximate result of defendants' willful violation of their obligations under the Louisiana laws, Petitioners have suffered the following:

- A. Actual, consequential and incidental damages;
- B. The loss of use of the MARAUDER while in the shop for repair;
- C. The cost of repairs related to these defects; and
- D. Attorneys' fees.

13.

Under La. Civil Code Articles 2520, et seq., Petitioners are entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney's fees, if Petitioners prevail in whole or part. As a proximate result of defendants' misconduct as alleged herein, and in an effort to protect their rights and to enforce the terms of the agreement as more particularly set forth above, it has become necessary for Petitioners to employ the legal services of Richard C. Dalton. Petitioners have incurred and continue to incur legal fees, costs and expenses in connection therewith.

14.

The damages Petitioners have suffered are a direct and proximate result of Defendants' actions in this matter include but are not limited to costs of repair,

expenses associated with returning the MARAUDER for repeated repair attempts, loss of use, and damages.

15.

Any purported limitation of the duration of the implied warranties contained in the written warranties given by Defendants are unreasonable and unconscionable and void under the principles of estoppel, because Defendants knew the defects existed and might not be discovered, if at all, until the MARAUDER had been used for a period longer than the period of the written warranty, and Defendants willfully withheld information about the defects from Petitioners.

WHEREFORE, PETITIONERS [REDACTED] PRAY that, after due proceedings are had, there be judgment in favor of your Petitioners and against the Defendants, FORD MOTOR COMPANY & J.C. JOHNSON FORD-LINCOLN-MERCURY, INC. all jointly and in solido, for the following:

- A) Repurchasing or reducing the purchase price of the 2003 MERCURY GRAND MARQUIS MARAUDER including all collateral costs at the time of the sale, any and all finance charges, damages, together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sum awarded from the date judicial demand, until paid, and for all costs of these proceedings; and/or
- B) A judgment herein in favor of Petitioners and against the Defendants, all jointly and in solido, for all damages and expenses sustained by Petitioners together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sum awarded from the date judicial demand, until paid, and for all costs of these proceedings.
- C) For such other and further relief as the court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED:



RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 282-0700
Facsimile (337) 282-0878
Bar Roll No. 23017

PLEASE SERVE:

FORD MOTOR COMPANY,
through its agent of service
CT Corporation Systems
8550 United Plaza Blvd.
Baton Rouge, Louisiana 70809

AND

J.C. JOHNSON FORD-LINCOLN-MERCURY, INC.,
through its agent for service
J.C. JOHNSON
1008 Ridgewood
Minden, Louisiana 71055