IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: NAVISTAR DIESEL ENGINE PRODUCTS LIABILITY LITIGATION	)))	MDL NO. 2223 Case No. 11 CV 2496

OBJECTIONS REGARDING PROPOSED SETTLEMENT

To The Honorable District Judge:

Michael A. Neill, ("Objector"), files these Objections to the Proposed Settlement, Objections to Attorneys' Fees, Notice of Intent to Appear, and Request to Speak at the Hearing, and would show as follows:

I. Objector

Objector is a member of the settlement class, as shown by Objector's attached declaration. Objector's address, telephone number, model, model year, vehicle identification number of his Class Vehicle, and signature are included in the attached declaration, which is incorporated herein by reference.

Objector, through counsel, intends to appear at the hearing. Objector requests that Objector's counsel be allowed to appear at the final approval hearing to talk about these objections and to otherwise participate in the final approval hearing.

II. Objections to the Settlement

A district court may approve a settlement only if it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The settlement is not fair, reasonable, or adequate, and Objector objects to the settlement, for the following reasons.

A. Objector and a large portion of the class receive no compensation whatsoever for the release of their claims

The Settlement Agreement here fails to provide *any* compensation for the release of the class claims for Objector and many other class members, much less adequate compensation. As shown in Objector's Declaration, he had a single covered repair during the warranty period, for which he paid a $100 deductible, and he had no further covered repairs. Under the settlement he receives nothing, but releases his claims.

The alleged benefits to the class, as described in the notice, are:

> SETTLEMENT BENEFITS: If the Court approves the proposed Settlement at the Fairness Hearing scheduled for May 22, 2013, Ford will provide one of the

following two benefits to Settlement Class Members. (Settlement Class Members can seek one, but not both, of these benefits.)

> a. Reimbursement for Post-Warranty Repairs to Certain Engine Components. If the Class Vehicle required repair to the EGR cooler, oil cooler, EGR valve, turbocharger, or a fuel injector **after the original five-year/100,000-mile warranty expired-but before six years or 135,000 miles (whichever comes first)** … .
>
> b. Reimbursement of Deductibles. If a Settlement Class Member **paid** a $100 deductible **more than once** for repairs under the five-year/100,000-mile engine warranty, Ford will reimburse $50 each for the second through fifth deductible paid, up to a limit of $200 for four deductible payments.

(emphasis added). Objector cannot recover under "a" because the six year period has expired and he had no covered repair in the "extended warranty" period. He cannot recover under "b" because he only paid a single $100 deductible. Thus, ***he recovers nothing under the settlement but loses his claims.***

The information provided by Plaintiffs fails to identify how many class members are actually entitled to any relief under the settlement. They say there are 1.1 million class members. Doc. 256-1 p. 6. But not all class members are entitled to compensation under the settlement. How many class members will actually be entitled to any relief? There is no evidence that any class members (other than possibly the named Plaintiffs) will receive benefits under "a" above for repairs during the "extended warranty" period. And the 6 year limit has passed for virtually all vehicles.

Under "b," Plaintiffs' evidence shows that about 257,000 class members had two or more repairs during the class period. But, *the parties do not know how many of those actually paid the deductibles, so the number of class members who actually paid two or more deductibles will be even smaller.* **Thus, the number of class members who are not even eligible for any payments under the settlement appears to exceed half the class, and could easily exceed 75% of the class.**

Importantly, the claims being released are not limited to breach of warranty. The "released claims" under the settlement are very broad. Regardless of the strength of Objector's claims, he and other class members must receive some compensation for the release of the claims.

A district court abuses its discretion if it approves a class action settlement that does not provide adequate consideration for the release of the class member claims:

> Under Rule 23(e), trial judges bear the important responsibility of protecting absent class members, "which is executed by the court's assuring that the settlement represents adequate compensation for the release of the class claims."

In re Pet Food Products Liability Litigation, 629 F.3d 333, 349 (3rd Cir. 2010). Indeed, black letter law provides that a release must be supported by consideration. *Isbell v. Allstate Ins. Co.*, 418 F.3d 788, 793 (7th Cir. 2005)("In order to be valid, a release, like all agreements, must be supported by consideration."); *Gonzalez v. Kokot*, 314 F.3d 311, 316 (7th Cir. 2002).

In the Class Action Fairness Act of 2005, (CAFA), Congress highlighted the very abuse that this settlement presents:

> Congress finds the following: …
>
> **(3)** Class members often receive little or no benefit from class actions, and are sometimes harmed, such as where--
>
> > **(A)** counsel are awarded large fees, while leaving class members with coupons or other awards of little or no value.

Pub.L. 109-2, § 2, Feb. 18, 2005, 119 Stat. 4. Here Objector and other class members get nothing, no coupons, no money, no injunctive relief, nothing. Similarly, the Federal Judiciary Center's MANUAL FOR COMPLEX LITIGATION 4th, found:

> There are a number of recurring potential abuses in class action litigation that judges should be wary of as they review proposed settlements: … releasing claims of parties who received no compensation in the settlement … .

Id. § 21.61, p 310-311. Objector and many other class members receive no consideration as a result of the settlement, but nonetheless lose their claims against Defendant. That is not fair, reasonable, or adequate as a matter of law. The Seventh Circuit aptly described what appears to be the case in this case:

> Would it be too cynical to speculate that what may be going on here is that class counsel wanted a settlement that would give them a generous fee and [the Defendant] wanted a settlement that would extinguish 1.4 million claims against it at no cost to itself? The settlement that the district judge approved sold these 1.4 million claimants down the river.

Mirfasihi v. Fleet Mortg. Corp., 356 F.3d 781, 785 (7th Cir. 2004).

Courts routinely reject settlements that fail to provide compensation for the release of class members' claims. For instance, in *Acosta v. Trans Union, LLC*, 243 F.R.D. 377 (C.D. Cal. 2007), the court rejected a settlement because most class members would lose their damages claims for no compensation:

> [O]ver two-thirds of the Settlement Class, and up to 10 million class members, will be completely ineligible for any economic relief under the Settlement. In order to avoid having their rights to recover under the FCRA extinguished in exchange for zero economic relief, the Settlement requires these class members to affirmatively opt out lest their claims be permanently relinquished under the Settlement's sweeping and indiscriminate release provisions.

Id. at 388. Similarly here the court should reject the settlement because it provides no relief to many class members.

The Seventh Circuit in *Reynolds v. Beneficial Nat. Bank*, 288 F.3d 277 (7th Cir. 2002) also rejected a settlement that released damage claims for no compensation, despite the existence of injunctive relief. There were two main Defendants in that case, Beneficial and H&R Block, and the Seventh Circuit rejected the settlement, which lacked consideration for the release of the class members' claims:

> For this release of potentially substantial claims against H & R Block the settlement class received no consideration. In fact the settlement class received no consideration for the release of any claims against Block.

Id. at 283-284.

The bottom line for class members like Objector is that ***they undeniably and unequivocally come out worse off under this settlement then if there were no settlement***. Regardless of the existence or strength of any claims they may have against Defendants, they are losing *something* by the release. Yet, they get absolutely *nothing* in return. This complete lack of consideration renders this settlement unfair, unreasonable, and inadequate as a matter of law.

B. The settling parties have not met their burden of proof

Objector objects to the settlement because the parties have failed to meet their burden to prove that the amount of the settlement is fair, reasonable, and adequate. The burden of proof is on the settlement parties, not objectors:

> At the fairness hearing, the proponents of the settlement must show that the proposed settlement is 'fair, reasonable, and adequate.' [979]

> 979. *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 316 (3d Cir. 1998) (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig*., 55 F.3d 768, 785 (3d Cir. 1995));

MANUAL FOR COMPLEX LITIGATION 4th, §21.634, p. 322. Specifically, the parties have failed to show that all, most, or even a majority of the class members would be entitled to any relief under the settlement.

III. Objections to an Award of Attorneys' fees

When class counsel seeks to reduce the benefits to the class with a fee award, they become an adversary of the class and the district court becomes a fiduciary to protect the class:

> During the fee-setting stage of common fund class action suits such as this one, "[p]laintiffs' counsel, otherwise a fiduciary for the class, ... become[s] a claimant against the fund created for the benefit of the class." This shift puts plaintiffs' counsel's understandable interest in getting paid the most for its work representing

> the class at odds with the class' interest in securing the largest possible recovery for its members. Because "the relationship between plaintiffs and their attorneys turns adversarial at the fee-setting stage, courts have stressed that when awarding attorneys' fees from a common fund, the district court must assume the role of fiduciary for the class plaintiffs." As a fiduciary for the class, the district court must "act with 'a jealous regard to the rights of those who are interested in the fund' in determining what a proper fee award is."

In re Mercury Interactive Corp. Securities Litigation, 618 F.3d 988, 994-995 (9th Cir. 2010)(citations omitted). And there is no doubt that Defendants would have paid more for claims had Class Counsel not sought $12.8 million in fees.

Objector objects to fee request because Class Counsel failed to satisfy their burden that it conferred a benefit on much of the class, or the amount of that benefit:

> Compensating counsel for the actual benefits conferred on the class members is the basis for awarding attorney fees. The "fundamental focus is the result actually achieved for class members." That approach is premised on finding a tangible benefit actually obtained by the class members.

Manual For Complex Litigation 4th § 21.71. There has been no proof of the number of class members who would actually be eligible for compensation under the settlement. As shown above, less than 25% of the class members may be entitled to any compensation under the settlement. Such a result does not justify the $12.8 million fee. At most, it would justify only 25% of Class Counsel's lodestar.

IV. Objection to requirement regarding past objections

The Settlement Agreement and the Preliminary Approval Order drafted by the parties requires an Objector to provide "(e) a list of all cases in which the objector and/or their counsel has filed or in any way participated in— financially or otherwise—objections to a class action settlement in the preceding five years." Objector objects to that requirement because the information is wholly irrelevant to the issue before the court (approval or disapproval of the settlement and fee request by class counsel) and is sought by Class Counsel merely to harass objector and his counsel.

As a member of the class, Objector has the right to object:

> Any class member may object to the proposal if it requires court approval under this subdivision (e) … .

FED. R. CIV. P. 23 (e)(5); *see also, Devlin v. Scardelletti*, 536 U.S. 1, 7 (2002) (recognizing a class member's standing to object to a settlement because "[t]he legal rights he seeks to raise are his own, he belongs to a discrete class of interested parties, and his complaint clearly falls within the zone of interests of the requirement that a settlement be fair to all class members."). Due process also requires that objectors be able to be heard before the Court enters judgment adjudicating their rights.

The Court is charged with the duty to determine whether the settlement is fair, reasonable, and adequate. Fed. R. Civ. Proc. 23 (e). Whether Objector or his counsel has objected to previous settlements does not change the analysis of whether *the terms of the settlement are fair, reasonable, and adequate*. While Class Counsel Caddell in his declaration touts his previous objections to class settlements and touts that he is an ethical attorney, Doc. 256-2, p. 9-10, he has failed to explain the relevance of other lawyers doing the same thing he has done – object to class action settlements in other unrelated cases.

Any facts regarding Objector or his counsel's previous objections would not have any tendency to make the existence of any fact that is of consequence to the determination of whether the settlement is fair, reasonable, and adequate more probable or less probable than it would be without the evidence, so the allegations are not relevant. As such, the evidence is inadmissible. Fed. R. Evid. 402.

Mr. Caddell touts his experience objecting to class action settlements precisely because he understands that a client is better served with an attorney who has experience in the relevant area. Yet he apparently seeks to punish Objector for similarly recognizing that he would be better served in objecting to this unfair settlement by having an attorney who has experience objecting to unfair settlements.

Objector's counsel readily admits that he has objected to previous class action settlements. Indeed, Objector's counsel objected to and appealed a class action settlement that Class Counsel Caddell himself objected to and appealed. None of that is relevant to the settlement in this case.

Objectors and their counsel play an important role in the class action process. There are four parties with a financial interest in a class action: the named Plaintiff, the Defendant, class counsel and the absent class members. Only three of those parties -- the named Plaintiff, the Defendant, and class counsel – participate in the settlement negotiations. The absent class members, by definition, do not participate. The interests of the named Plaintiff are to increase his or her individual recovery through an incentive award that typically far exceeds the recovery of individual class members. The interests of class counsel are to maximize the fees to class counsel. The interests of the Defendant are to minimize the total amount paid out. Thus, all three participating parties' interests are maximized by a settlement that is for a lower total amount but that shifts more of the settlement funds to class counsel and the named Plaintiff and away from absent class members. Objectors are an important check on the process to ensure that the settlement does not benefit the named Plaintiff, the Defendant, and class counsel at the expense of the absent class members.

Courts have recognized the vital role objectors play in the class action process and the foundational problems with the class action settlement:

> Judge Posner has noted that "the absence of a real client impairs the incentive of the lawyer for the class to press the suit to a successful conclusion. His earnings from the suit are determined by the legal fee he receives rather than the size of the judgment. No one has an economic stake in the size of the judgment except the defendant, who has an interest in minimizing it. The lawyer for the class will be tempted to offer to settle with the defendant for a small judgment and a large legal

> fee, and such an offer will be attractive to the defendant, provided the sum of the two figures is less than the defendant's net expected loss from going to trial."

General Motors Corp. v. Bloyed, 916 S.W.2d 949, 953 -954 (Tex. 1996)(quoting Richard A. Posner, AN ECONOMIC ANALYSIS OF LAW 570 (4th ed. 1992)). Objectors, therefore play a critical role:

> While the parties to a class action start out in an adversarial posture, once they reach the settlement stage, incentives have shifted and there is the danger of collusion. Class counsel, for instance, might settle claims for significantly less than they are worth, not because they think it is in the class's best interest, but instead because they are satisfied with the fees they will take away.
>
> Intervenors counteract any inherent objectionable tendencies by reintroducing an adversarial relationship into the settlement process and thereby improving the chances that a claim will be settled for its fair value. Intervenors have the potential to play this important role even in the numerous valid class actions where each plaintiff is seeking to be compensated only by a few dollars.

Vollmer v. Selden, 350 F.3d 656, 660 (7th Cir. 2003)(citations omitted). Similarly, the Third Circuit recognizes the importance of objectors:

> [A] lawyer with objector status plays a highly important role for the class and the court because he or she raises challenges free from the burden of conflicting baggage that Class Counsel carries. The objecting lawyer independently can monitor the proposed settlement, costs, and fees for Class Counsel and, thus, aid the court in arriving at a fair and just settlement for the members of the class who individually are largely unrepresented. … [A]s the distinguished historian, Allan Nevins, wrote many years ago, from the conflict of ideas comes crystallization of thought. Objections serve a highly useful vehicle for the members of the class and the public generally; they require consideration by the court and its disposition of them usually provides reassurance that the settlement and the fees approved are fair and just.

In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions, 278 F.3d 175, 202 (3d Cir. 2002) (J. Rosenn, concurring and dissenting). The majority in that case went out of its way to expressly agree with that discussion. *Id*. at 193 ("nothing we say is intended to detract from the important role of objectors' counsel that Judge Rosenn so eloquently notes in his concurring/dissenting opinion.").

Objector's counsel, Weinstein Law, has successfully protected class members from unfair settlements. For instance, in *Kingsborough v. Sprint Communications Co., L.P. et al*., Civil Action No. 07-10651-LTS, District of Massachusetts, Doc. 79, Weinstein Law objected to a settlement that would have granted easements to the Defendants on class members' property without class member's express consent. The objection was the sole objection to the court's jurisdiction. After preliminarily approving the settlement before the objection, the court agreed with the objection to jurisdiction, rejected the settlement, and refused to permit the easements

against class members. *Kingsborough v. Sprint Communications Co., L.P.*, 673 F.Supp.2d 24, 28 (D. Mass. 2009). Thus, Weinstein Law's objection saved thousands of landowners across the country from being subjected to involuntary easements on their property.

Indeed, the *Kingsborough* case illustrates the importance of objectors. The court noted that a similar class settlement had been approved without jurisdiction because there was no objector that raised the issue:

> The court is aware that another court has approved a similar settlement in another nationwide class action suit against a different telecommunications company. *See Hinshaw v. AT & T Corp*., 1998 WL 1799019 at *1 (Ind. Super. Aug. 24, 1998). The court understands that the AT & T settlement has a similar provision for recording easements by judgment of the court, as is proposed in this case. However, there is no indication that the court conducted an independent analysis of its jurisdiction. Nor did any person or entity object to the proposed settlement.

Id. at 35, n. 17. Thus, that case exemplifies the importance of objectors to the process and Weinstein Law's unique and important contribution.

In addition, Objectors can help the court simply identify an unfair settlement that needs to be disapproved. For instance, in *Edleson v. American Home Shield of Cal. Inc.,* Case No. 37-2007-00071725-CU-BT-CTL, in the San Diego Cal. Superior Court, Objector's counsel Weinstein Law objected to the unfair settlement as providing no real benefits to the class. After preliminarily approving the settlement before the objection, the court agreed with the objection and rejected the unfair settlement.

Class Counsel in this case is well aware of the important role of objectors. The Caddell declaration shows that his firm has objected to class action settlements on many occasions. Doc. 256-2, p. 9-10. Apparently he contends that when he objects to a class action settlement, he is a hero for the class, but it is not appropriate for any other lawyers to do the same thing.

Judge Gettleman has previously rejected Mr. Caddell's attempts to get into these very issues. In *In Re: TRANS UNION CORPORATION, Privacy litigation*, MDL 1350, Mr. Caddell similarly tried to attack objectors, including Objector's counsel here Jeff Weinstein, and Judge Gettleman summarily rejected those attempts:

> THE COURT: Let me interrupt you, because there is this motion to compel that type of discovery. I don't see any need to address that at this point. I don't really intend to do so. I don't intend to grant that motion. I don't think it's necessary. I would rather hear your objections, all of you, on the merits of those objections.

In Re: TRANS UNION CORPORATION, Privacy litigation, MDL 1350, Northern Dist. Of Illiniois, Transcript Of Proceedings - Fairness Hearing, Sept. 10, 2008, p. 9-10. This court should also summarily reject Mr. Caddell's attempts and instead tend to the only relevant issues – the merits of the objections regarding the fairness of the settlement.

V. Prayer

Objector prays that the Court disapprove the settlement. If the Court nevertheless approves the settlement, Objector prays that the Court deny the requested fees to Class Counsel. Objector further prays that the Court grant Objector such other and further relief as to which Objector may be entitled.

s/ Jeffrey L. Weinstein
Jeffrey Weinstein
TX State Bar No. 21096450
WEINSTEIN LAW
518 East Tyler Street
Athens, TX 75751
903/677-5333
903/677-3657 – facsimile

ATTORNEYS FOR OBJECTOR

Certificate of Service

I hereby certify that a copy of the above and foregoing document has been served upon the following on April 24, 2013:

Michael A. Caddell of Caddell & Chapman, 1331 Lamar, Suite 1070, Houston, TX 77010-3027

Brian C. Anderson, O'Melveny & Myers, LLP, 1625 Eye Street, NW, Washington, DC 20006.

s/ Jeffrey L. Weinstein
Jeffrey Weinstein

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: NAVISTAR DIESEL ENGINE PRODUCTS LIABILITY LITIGATION	)) MDL NO. 2223)	Case No. 11 CV 2496

DECLARATION OF MICHAEL A. NEILL

1. My name is Michael A. Neill. I am capable of making this Declaration. The facts stated in this Declaration are within my personal knowledge and are true and correct.

2. I am a natural person in the United States who currently owns and has in the past owned a Ford model year 2003- 2007 non-ambulance Ford vehicle sold in the United States and equipped with a 6.0-liter PowerStroke diesel engine that received one or more repairs covered by Ford's New Vehicle Limited Warranty during the vehicle's first five years in service or 100,000 miles, whichever comes first, to: a fuel injector; the exhaust gas recirculation ("EGR") valve; the EGR cooler; the oil cooler; or the turbocharger.

3. In January 2009 I had a covered repair for which I paid a $100 deductible, as indicated by the invoice attached hereto. I did not have any subsequent covered repair.

4. The parties sent an unsolicited notice of the class settlement to me, with the identification "CLAD08 0000814805 1/0180034/0794," so it appears they believe I am in the class.

5. I am ***not*** (a) a federal court judge who has presided over this case or their spouse or within three degrees of consanguinity from those judges and their spouses; (b) a natural person who elected to exclude themselves from the Settlement Class; (c) a natural person who has previously executed and delivered to Ford Motor Company releases of all their claims, (d) a natural person who filed an individual lawsuit based upon the 6.0L engine in a Class Vehicle; and (e) an employee, officer, director, agents, or representative of Defendants or their family members. Thus, I do not meet any of the requirements for exclusion from the class.

6. My address is 3637 CR 4804, Athens, Texas 75752. My telephone number is (903) 676-1929, but I request that any communications be made through my counsel.

7. My Class Vehicle is Model Ford F250, Model Year 2005, VIN 1FTSW21P55EB01401.

8. Attached hereto is a true and correct copy of my vehicle title for the Class Vehicle.

9. I do not believe the proposed settlement is fair, reasonable, or adequate and I believe that approval of the settlement is not in the best interests of the class. My objections are set out in the Objections document to which this declaration is attached. I have retained the attorneys at Weinstein Law to represent me in seeking disapproval of the settlement and Class Counsels' fee request.

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 23, 2013 in Athens, Texas.

Michael A. Neill

CUSTOMER #: 21850
UNIT# 7002A

MICHAEL A NEILL
PO BOX 2235
ATHENS, TX 75751
HOME:903-675-1076 CONT:N/A
BUS: 903-675-5165 CELL:

42190

INVOICE

PAGE 1

BRINSON Ford
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Athens · Corsicana
P.O. BOX 2130, ATHENS, TX 75751
PH (903) 676-5200 FAX (903) 676-5201

SERVICE ADVISOR: 5610 WILLIAM R PARROTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	05	FORD F250	1FTSW21P55EB01401		55599/55632	T461

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR07 DD	18OCT04		18:00 23JAN09			CASH	21JAN09

R.O. OPENED	READY	OPTIONS:
17:00 19JAN09	09:50 21JAN09	STK:7002A DLR:52N458 ENG:6.0_LITER

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A OWNER STATES WAS STEAMING WHITE SMOKE OUT EXHAUST,COOLANT ODOR IN CAB,HAS BEEN ADDING COOLANT TO BOTTLE RECENTLY			
CAUSE: 55599 LEAKING EGR COOLER RESTRICTED OIL COOLER VERIFY ENG LOOSES COOLANT HAS WHITE SMOKE PERFORM TSB 08 11 03 TEST DEGAS BOTTLE AND CAP OK			
10 OTHER REPAIR SEE STORY			
2340 WF			(N/C)
1 3C3Z*6C683*AA FILTER ASY			(N/C)
1 4C3Z*9P456*AF COOLER - EGR			(N/C)
1 3C3Z*6A642*AA KIT			(N/C)
3 VC*7*B ANTI-FREEZE			(N/C)
4 VC*1* CLEANER - OXIDATION NEUTRALIZA			(N/C)
15 XO*15W40*QSD OIL - ENGINE			(N/C)
1 FL*2016* KIT - ELEMENT & GASKET - OIL F			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00

55599 LEAKING EGR COOLER RESTRICTED OIL COOLER VERIFY ENG LOOSES COOLANT HAS WHITE SMOKE PERFORM TSB 08 11 03 TEST DEGAS BOTTLE AND CAP OK PRESSURE TEST SYSTEM NO EXTERNAL LEAKS INSTALL RAD KIT APPLY VAC WONT OBTAIN 20 IN VAC WONT HOLD VAC REMOVE INTAKE MANIFOLD AND EGR COOLER PERFORM EGR COOLER LEAK TEST OFF VEHICLE TEST OIL COOLER INSTALL RAD KIT APPLY VAC TO PORT ON OIL COOLER , NEEDLE MOVE FROM 0 AND SLOWLY RELEASES BACK TO 0 IN VAC FILL OUT ON LINE PRIOR APPROVAL FORM OBTAIN APROVAL CODE FOR BOTH EGR COOLER AND OIL COOLER paayu REPLACE OIL COOLER REPLACE EGR COOLER ASSEMBLE ENG REPLACE OIL AND FILTER FLUSH COOLING SYSTEM PERFORM TEST STEPS PER STEP 9 RELEASE VEHICLE PERFORMS NORMAL AT THIS TIME CAUSAL PART 6051 COND 42 CONCERN L87

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 21850
UNIT# 7002A

MICHAEL A NEILL
PO BOX 2235
ATHENS, TX 75751
HOME:903-675-1076 CONT:N/A
BUS: 903-675-5165 CELL:

42190

INVOICE

PAGE 2

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SERVICE ADVISOR: 5610 WILLIAM R PARROTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	05	FORD F250	1FTSW21P55EB01401		55599/55632	T461

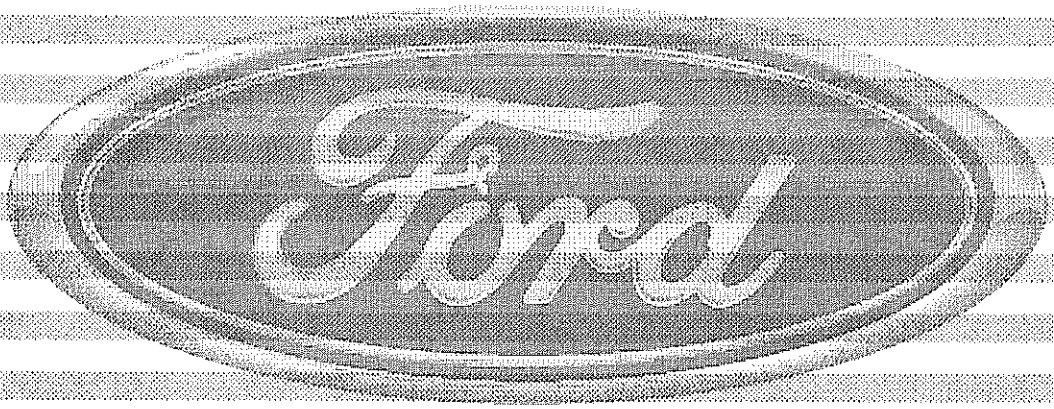
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR07	DD18OCT04		18:00 23JAN09			CASH	21JAN09

R.O. OPENED	READY
17:00 19JAN09	09:50 21JAN09

OPTIONS: STK:7002A DLR:52N458 ENG:6.0_LITER

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

OUR GOAL IS FOR YOU TO BE COMPLETELY SATISFIED. YOU MAY RECEIVE A SURVEY IN THE MAIL ABOUT YOUR SERVICE EXPERIENCE. IF YOU CANNOT ANSWER THE SURVEY "COMPLETELY SATISFIED" OR "EXCELLENT" PLEASE CONTACT ANY SERVICE PERSONNEL SO WE CAN ADDRESS YOUR CONCERN.



CUSTOMER PAY DEDUCTIBLE FOR LINE A 100.00

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*SUPPLIES - A token charge equivalent to 10% of the labor charge is included for supplies used on your vehicle. Applicable supply items are: Nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, battery cleaner, wire, window sealer, etc.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	100.00

CUSTOMER COPY

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

0046566

US BANK NA
PO BOX 3427
OSHKOSH, WI 54903-3427

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION
79359010

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FTSW21P55EB01401	2005	FORD	PK

TITLE/DOCUMENT NUMBER: 10730039179131101 DATE TITLE ISSUED: 04/20/2007

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
F25	1	7000	86XJP5

PREVIOUS OWNER: BRINSON FORD LIN MER ATHENS TX

ODOMETER READING: 29721

OWNER:
MICHAEL A NEILL
P O BOX 2235
3637 CR 4804
ATHENS, TX 75751

REMARK(S):
ACTUAL MILEAGE
DIESEL

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: 03/28/2007
1ST LIENHOLDER: US BANK NA
P O BOX 3427
OSHKOSH, WI 54903

1ST LIEN RELEASED DATE: 4-26-10
BY: Carol Reiter
AUTHORIZED AGENT

DATE OF LIEN
2ND LIENHOLDER

2ND LIEN RELEASED DATE
BY
AUTHORIZED AGENT

DATE OF LIEN
3RD LIENHOLDER

3RD LIEN RELEASED DATE
BY
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE DATE
SIGNATURE DATE
SIGNATURE DATE

FORM 30-C REV. 5/2002

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.