

IN THE COURT OF COMMON PLEAS
TRUMBULL COUNTY, OHIO

EDWARD B. WEST, an individual
resident of Niles, Trumbull County, Ohio
on behalf of himself and all similarly
situated persons and entities

Plaintiff

v.

CARFAX, INC., a foreign corporation
10304 Eaton Place, Suite 500
Fairfax, Virginia 22030

and

POLK CARFAX, INC., a foreign
corporation,
26955 Northwestern Highway
Southfield, Michigan 48034

Defendants

Case No. 04 CV 1898

Judge Andrew D. Logan

**AMENDED CLASS ACTION
COMPLAINT FOR VIOLATIONS
OF COMMON LAW AND THE
OHIO SALES PRACTICES ACT
(Jury Trial Demanded Hereon)**

KAREN INFANTE ELLEN
CLERK OF COURTS
TRUMBULL COUNTY
2006 OCT 2 11:00 AM
TRUMBULL COUNTY
CLERK OF COURTS

Plaintiff, Edward West, on behalf of himself and on behalf of all other similarly situated persons and entities, by and through their designated attorneys and for their class action Complaint allege as follows: all allegations in this Complaint are based upon the investigation of counsel, except the specific allegations pertaining to the named Plaintiff, which are based upon personal knowledge.

NATURE OF THE ACTION

1. This is a nationwide class action brought under common law and the Ohio Consumer Sales Practices Act (the "CSPA"), R.C. 1345.01, *et seq.*, and common law to remedy the unfair, misleading and/or deceptive sales practices of Defendant Carfax,

Inc., a wholly owned subsidiary of Polk Carfax, Inc., in connection with the automobile database services that it offers to the public. All states that have adopted consumer protection statutes have adopted statutes substantially similar in form and substance to Ohio's R.C. 1345.01, *et seq.* and therefore they are encompassed herein.

II.
JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action by virtue of the CSPA, R.C. 1345.04.

3. This Court has personal jurisdiction over Defendants pursuant to R.C. 2307.382.

4. This Court has venue over these claims pursuant to Civ. R. 3(B)(6)-(7).

III.
THE PARTIES

5. Plaintiff, Edward West ("Plaintiff" or "Mr. West") is a resident of Niles, Trumbull County, Ohio. Mr. West purchased a Carfax report in 2004 in connection with a vehicle he contemplated on purchasing. Pursuant to the allegations listed below, Defendant Carfax failed to properly disclose to Mr. West and all other consumers of the limitations of its Vehicle History Report database as alleged herein.

6. Defendant Carfax, Inc. ("Carfax" or "Defendant") is a foreign corporation with its principal place of business located at 10304 Eaton Place, Suite 500, Fairfax, Virginia 22030.

7. Defendant Polk Carfax, Inc. ("Polk Carfax") is a foreign corporation with its principal place of business located at 26955 Northwestern Highway, Southfield, Michigan 48034. Carfax is a wholly owned subsidiary of Polk Carfax (Polk Carfax and

Carfax are collectively referred to hereinafter as "Defendants"). Upon information and belief, Polk Carfax directs, controls and dominates Carfax and, as such, is the alter ego of Carfax. As a result, in order to afford the full and complete relief to Plaintiff and the class members, Polk Carfax is named as a Defendant in this matter.

IV. **FACTUAL ALLEGATIONS**

A. Summary of Class Allegations

8. This class action involves a nationwide scheme devised and implemented by Defendants to market Carfax's Vehicle History Reports concerning used automobiles in a manner which is unfair, false, deceptive and materially misleading. As alleged in more detail below, Carfax purports to conduct accident report searches for used vehicles on a nationwide basis in order to determine for consumers whether a specific used car has been involved in a collision. Carfax, however, does not and cannot perform accident vehicle report searches in almost half of the states in the United States of America. Although Carfax claims that its Vehicle History Reports can "unearth hidden problems in the vehicle's past" (such as accidents that are not required to be reflected on a vehicle's title), Carfax does not have access to the necessary accident reports in twenty-three (23) states. Moreover, during the class period alleged below, Carfax had access to even less than these states' accident data.

9. As a result, for all consumers who pay for and obtain Carfax's Vehicle History Reports, Carfax fails to inform these consumers that its accident searches are non-existent with respect to certain states' accident data (at various times within the class period) and therefore are incomplete, inaccurate and/or unreliable.

10. Defendants' scheme consisted of, among other things, the preparation and use of uniform advertising materials, website information and marketing materials, all of which fail to disclose to the consumer that Carfax does not have access to police accident report information for almost half of the states in the United States. Indeed, Carfax goes to great lengths to avoid specifically disclosing the identities of those states that have refused to provide accident data to Carfax. As a result, all consumers have been equally affected in that they do not receive the full value of the services for which they have paid.

11. By engaging in these unlawful activities, Defendants have received compensation for which they are not entitled, and Plaintiff and the class members should be granted injunctive relief, as well as a return of all fees paid to Defendants, among other forms of relief.

B. Carfax's Services

12. In 1993, Carfax began to offer a nationwide database service by which it would provide car title information on used cars by access to and use of a unique "vehicle identification number" (commonly known as a VIN number). This information was generally provided solely to automobile dealers in order to enable them to obtain quick information as to a used vehicle's title history.

13. In or about 1996, Carfax entered into a License Agreement with an organization known as NICB-FACTA, Inc. ("NICB"), a non-profit corporation organized by the National Insurance Crime Bureau, Inc. NICB had been created by a consortium of insurance companies such as GEICO, State Farm Automobile Insurance, The Property and Casualty Insurance Company of Hartford, and All State Insurance

Company, for the purpose of creating and maintaining insurance loss data concerning vehicles that had become damaged, either partially or totally by accidents and floods. Pursuant to its License Agreement with NICB, Carfax had access to the accident records of millions and millions of used cars throughout the United States. As a result, in June 1996 -- in addition to simply offering title history information for used vehicles -- Carfax began to offer the accident data contained in NICB's vast database. Among other things, Carfax could and did offer police accident reports and accident data in all fifty (50) states via access to the NICB database.

14. Thus, in 1996, Carfax could and did offer accident data that did not otherwise result in a total loss reflected on a vehicle's title to retail and wholesale consumers. Carfax offered this additional accident information in a report known as a "Vehicle History Report."

15. At the end of 1997, NICB informed Carfax that it would no longer provide Carfax with access to its unique and vast database involving police reports and accident data. Apparently, NICB had determined that its database information was confidential and not disclosable to third parties such as Carfax.

16. Because NICB's database contained accident and police report records in all fifty (50) states to which Carfax otherwise had no access, Carfax filed suit in July, 1998 in the United States District Court for the Eastern District of Virginia, Alexandria Division, in the suit styled *Carfax, Inc. v. NICB-FACTA, Inc., et al*, Civil Action No. 98-516A ("Carfax federal suit"). That suit alleged that NICB's database was unique and instrumental in Carfax's business platform which promised to deliver not only a vehicle's

full title history, but complete accident data to its customers. Carfax requested not only damages, but specific performance of its License Agreement with NICB.

17. By 1998, Carfax had lost its ability to search and obtain police accident data through the NICB's database. In April 1999, in the Carfax federal suit, the federal trial court ruled against Carfax's request for specific performance of the License Agreement. In sum, as of 1998, Carfax lost the ability to access a nationwide database of complete police accident reports of all fifty (50) U.S. states.

18. Notwithstanding its inability to obtain police accident reports in all fifty (50) states – since 1998 – Carfax has made uniform representations through television and radio advertising (as well as representations contained on its website at www.carfax.com and www.carfaxonline.com) which failed to adequately disclose the inability of Carfax to perform a thorough and adequate search of car accidents in each state. Furthermore, Carfax made representations which both explicitly and implicitly suggested that Carfax could search for police accident records on a nationwide basis.

For example, Carfax's opening webpage exclaims:

"Don't make a costly mistake! Order a CARFAX Vehicle History Report... your best protection against buying a used car with costly, hidden problems. CARFAX searches its nationwide database and provides a detail report in seconds."

A copy of Carfax's opening webpage is attached hereto as Exhibit A.

19. In the past, Carfax's website has also represented that it obtains "State Accident Records" but, during various times of the class period, Carfax has failed to clearly state that these states are limited and, more importantly, has failed to identify those specific states for which Carfax cannot obtain the necessary police report accident information. Moreover, with respect to those states from which Carfax does

receive police accident reports, Carfax fails to disclose the limitations of this data. Among other things, Carfax fails to disclose that it does not receive full access to each such state's police accident reports and that with respect to the reports, it does have access to, that there are significant time lags between the issuance of the accident reports and Carfax's receipt of same. Ohio and other state's consumers have generally purchased Carfax's Vehicle History Reports at a cost of \$19.99 to \$24.99 per report, depending upon when during the class period the report was purchased.

20. Prior to purchasing Carfax's services, Mr. West was not informed by Carfax (or anyone else) that Carfax could not obtain police accident vehicle records in over twenty-three (23) states.

21. An example of Carfax's Vehicle History Report is attached hereto as Exhibit B. In Exhibit B, Carfax represents to Mr. West, as it does in every Vehicle History Report submitted to consumers -- that it performs an "Accident Check" (or previously known as a "Problem Check" with respect to accidents). In Exhibit B, with respect to the car in question, Carfax represented that "No Severe Accident Reported to DMV" and "No Accident Indicators Reported." However, in Exhibit B, as with all Vehicle History Reports generated by Carfax -- Carfax fails to disclose that it has no ability to check the police accident records in over twenty-three (23) states, and that in the years preceding 2003, Carfax has been unable to check even more than twenty-three (23) states' accident records.

22. In fact, Carfax represents in portions of its website that "Carfax obtains major accident information from every state and information about less serious ones from many." That representation is false.

23. At various times during the class action period alleged herein, Carfax has not had access to the police accident records in the following twenty-three (23) states:

- Alaska;
- Arkansas;
- California;
- Connecticut;
- Delaware;
- District of Columbia;
- Georgia;
- Hawaii;
- Illinois;
- Maine;
- Mississippi;
- Nevada;
- North Dakota;
- Oklahoma;
- Oregon;
- Pennsylvania;
- Rhode Island;
- South Carolina;
- Texas;
- Utah;
- Virginia;
- Washington;
- West Virginia.

24. Because consumers would not contract with Carfax if it disclosed its inability to access police accident data in these states, Carfax intentionally and/or negligently fails to disclose to the public consumers that it does not and cannot access police accident records in these states. Furthermore, Carfax's representation that it "obtains major accident data from every state" is unfair or deceptive because Carfax simply does not do so.

25. Furthermore, in an effort to conceal the true limitations of its services and obfuscate its failure to identify these states, Carfax makes the misrepresentation that "[b]ecause we use a variety of public and private sources, we unfortunately cannot

specify whether an accident in your state would be covered." That representation is false, deceptive and materially misleading because Carfax is well aware that it does not obtain accident data in every state, and that while a consumer may not require Carfax to guarantee that a specific car is guaranteed "accident free" in a specific state, consumers are entitled to know and should know that Carfax does not cover police accident reports in almost half the states in the Union.

26. Carfax's inability to access the appropriate accident records and its concealment of the same has caused damage to Mr. West and literally millions of consumers who have purchased Carfax's Vehicle History Reports.

27. Mr. West purchased a Vehicle History Report from Carfax in 2004 with respect to a vehicle that he was contemplated purchasing. This Vehicle History Report reflected that there were no reported accidents on the automobile. Mr. West purchased the vehicle and subsequently learned that the automobile had been repainted; had several used body parts; and had most likely been in an accident.

28. At the times of his purchase of the Vehicle History Report alleged herein, Mr. West did not know of the limitations of Carfax's database and Carfax failed to adequately disclose same to him.

29. Recently, buried deep in their website www.carfax.com, Defendants have changed the website in an attempt to cure their unfair and/or deceptive conduct with respect to the police accident data that it does not receive from the states listed above. Now the Defendants admit that when they represent the ability to include in their reports information concerning "major accidents," Defendants actually mean only "total loss wrecks so severe that they must be reported to state DMV's." (This statement in itself is

misleading, and Defendants' conduct is still unfair and/or deceptive with respect to "major accidents" because Defendants fail to disclose that, although various states' laws mandate when a "major accident must be reported" on the face of an automobile's title, many "major accidents" are, in fact, never reported by automobile owners on the face of car titles.) However, with respect to "minor accidents," Defendants merely state that they obtain such information from "many sources." Defendants still fail to clearly disclose that they do not obtain police accident reports (regardless of whether they are characterized as being "major" or "minor") from at least twenty-three (23) states. Moreover, by stating that "we don't have all minor accidents because many of them are repaired without ever being reported," Defendants misleadingly suggest that, but for the absence of an official police accident report, they would have such "minor accident" data. That is also untrue. Even if every automobile accident in the entire United States were properly reported to the appropriate state police departments, Carfax would nevertheless not have "minor" police accident report information for at least twenty-three (23) states.

V.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action as a nationwide class action pursuant to Rule 23 of the Ohio Rules of Civil Procedure on behalf of:

Mr. West, and all similarly situated persons and/or entities who paid for Carfax reports and/or services from October, 1998 to the present. Excluded from the class are the named Defendants, their affiliates, officers, employees and their immediate families.

31. **Numerosity.** The requirements of Civ. R.23(A)(1) are satisfied in that there are too many class members for joinder of all of them to be practicable. As of the

filing of this Complaint, there are over 25,000 automobile dealers and 1.83 million individuals who contracted and paid for Carfax' s services from 1998 to the present. Upon information and belief, at least 75,000 individual consumers and 200 dealerships in Ohio have purchased hundreds of thousands of Vehicle History Reports from Defendants.

32. **Commonality.** The claims of the class members raise numerous common issues of fact and law, thereby satisfying the requirements of Civ. R. 23(A)(2). Every issue concerning liability is common to all class members because all issues concern the actions of Defendants with respect to the uniform terms and representations contained in such contract, the uniform representations contained in marketing material and other documentary evidence concerning the services provided by Carfax. These issues are common in that, when answered as to one class member, all or a significant number of class members will be affected. Every issue concerning relief, if and when liability is established, is common to the class for the same reason. As to liability and relief, the counts set forth in this class action complaint raise the following common issues, among others:

- (a) Whether Defendants participated and/or committed and/or responsible for the conduct complained of;
- (b) Whether Defendants' conduct constitutes violations of the law alleged herein;
- (c) Whether the Defendants' failure to fully disclose the limitations of its database constitute an unfair or deceptive act or practice in violation of the CSPA;
- (d) Whether the Defendants knowingly violated the CSPA;
- (e) Whether Defendants breached their contract with Carfax's consumers;

- (f) Whether Defendants were unjustly enriched as a result of their wrongful course of conduct alleged herein;
- (g) Whether Plaintiff and the class members have sustained damages and/or are entitled to restitution as a result of Defendants' wrongdoings; and, if so, the proper measure and appropriate formula to be applied in determining such damages and restitution;
- (h) What fees and expenses have been earned and received by Carfax and its parent company, Polk Carfax;
- (i) Whether the failure of Defendants to disclose their true services should result in the rescission of the contracts and return of all funds paid by the class members;
- (j) Whether Plaintiff and the class members are entitled to declaratory, injunctive and/or other equitable relief.

33. **Typicality.** The claims of the named Plaintiff are typical of the unnamed class Plaintiffs because they have a common source and rest upon the same legal and remedial theories, thereby satisfying the requirements of Civ. R. 23(A)(3). For example, the named Plaintiff and the proposed class received uniform marketing materials and contracts which set forth the services allegedly provided by Defendants. Defendants violated these contracts and uniform representations by failing to provide the services as promised. Thus, the nature of the inquiry as to the named and unnamed Plaintiffs are the same.

34. **Adequacy of Representation.** The requirements of Civ. R.23 (A)(4) are satisfied in that Plaintiff has a sufficient stake in the litigation to vigorously prosecute his claims on behalf of the class members and Plaintiff's interests are aligned with those of the proposed class. Furthermore, Plaintiff's counsel is skilled in class action litigation and is qualified to carry out its duties as class counsel.

35. **Inconsistent or Varying Adjudications.** Additionally, all of the requirements of Civ. R. 23(B)(1)(a) are satisfied in that the prosecution of separate actions by individual class members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Defendants. For example, one court could rule that it was improper for the Defendants to fail to fully disclose the true nature and limitations of their services, while another court could rule that such disclosures were not necessary.

36. **Limited Fund.** The requirements of Civ. R. 23(B)(1)(b) are also satisfied because the unrestricted assets of Defendants will most likely be insufficient to satisfy all claims. Some class members may seek to maintain costly individual actions, and thus unfairly diminish the eventual recovery of the class members.

37. **Declaratory and Injunctive Relief.** Alternatively, all of the requirements for Civ. R. 23(B)(2) also are satisfied in that the Defendants' actions affected all class member consumers in the same manner, making appropriate final declaratory and injunctive relief with respect to the class as a whole. For example, Plaintiff seeks, with respect to the class as a whole, a declaration that the Defendants' practices violate the CSPA. Furthermore, injunctive relief is necessary to prevent other Plaintiff consumers from succumbing to Defendants' unfair and deceptive practices.

38. **Predominance and Superiority.** Alternatively, all of the requirements for Civ. R. 23(B)(3) are satisfied in that:

- a) Issues of fact and law common to the members of the class predominate over any issues affecting only individual members;
- b) A class action is superior to other available methods for

the fair and efficient adjudication of the dispute:

- Upon information and belief, no other class members have filed a lawsuit against the Defendants arising from the events described herein on a nationwide basis;
- The cost of litigating the common issues raised in this complaint will be essentially the same regardless of whether on behalf of individual participant or all participants or whether on behalf of all plans;
- The commonality of all legal and virtually all factual issues makes the class action easy to manage;
- This forum is as convenient for class members as any other;
- Because the cost of a Carfax Vehicle History Report is generally between \$19.99 and \$24.99, no consumer could or would hire an attorney to pursue an individual action. The litigation and attorneys' fees alone would clearly outstrip any potential award to an individual claimant. As such, this is a "negative value" class action in which certification should be granted irrespective of other issues.

VI.
CAUSES OF ACTION

COUNT I - Violations of CSPA, R.C. 1345.01, et seq.

39. Plaintiff realleges and restates paragraphs one (1) through thirty-nine (39) of this Complaint as if set forth verbatim herein.

40. As a result of the above-described unfair, deceptive and unconscionable acts and practices, all of which affect the conduct of trade and commerce in Ohio, Defendants have violated the CSPA, R.C. 1345.01, *et seq.*

41. Plaintiff and the class members are “consumer[s]” as defined in the CSPA, R.C. 1345.01(D).

42. Defendants are “suppliers” as defined in the CSPA, R.C. 1345.01(C).

43. In purchasing the Carfax service, Plaintiff and the class members entered into a “consumer transaction” with Defendants as defined in the CSPA, R.C. 1345.01(A).

44. In connection with said transaction, Defendants committed unfair, deceptive and unconscionable acts and practices in violation of R.C. 1345.02 and R.C. 1345.03. Said acts and practices include, but are not limited to, purporting to conduct accident report searches on a **nationwide** basis to determine whether a specific automobile has been involved in a collision even though Defendants knew they did not have access to the necessary accident reports in at least twenty-three (23) states.

45. In addition, Defendants violated substantive provisions of the CSPA, including specific rules promulgated under R.C. 1345.05 that specifically characterize the Defendants’ conduct as unfair and deceptive under the Act.

46. Defendants have committed unfair and deceptive acts and practices in violation of the Exclusions and Limitations in Advertisements Rule, Ohio Adm. Code §109: 4-3-02(A)(1) by failing to clearly and conspicuously state, in close proximity to their offer, all material exclusions, reservations, limitations, modifications, or conditions of their service, including but not limited to, Defendants failure to disclose that they do not have access to accident reports in twenty-three (23) states.

47. Defendants have also committed unfair and deceptive acts and practices in violation of the Substantiation of Claims in Advertising Rule, Ohio Adm. Code §109-4-

3-10, by making representations that would cause a reasonable consumer to believe such statements are true, even though at the time such representations are made, the Defendants had no reasonable basis in fact which would substantiate such representations, including but not limited to, purporting to conduct accident report searches on a **nationwide** basis to determine whether a specific automobile has been involved in a collision even though Defendants knew they did not have access to the necessary accident reports in at least twenty-three (23) states.

48. Both rules were promulgated prior to the transactions at issue; and as such, Defendants were on notice that the conduct at issue violated the CSPA.

49. Defendants acted willfully, knowingly, intentionally and with reckless indifference when they committed said unfair, deceptive and unconscionable acts and practices in violations of the CSPA.

50. Pursuant to R.C. 1345.09, Plaintiff and all class members are entitled to the rescission of their purchase of the Vehicle History Reports and a return of all consideration paid to Defendants and other appropriate relief.

51. Plaintiff and the class members further request their reasonable attorney's fees and costs, all pursuant to R.C. 1345.09(F)(2).

COUNT II - Declaratory and Temporary and Permanent Injunctive Relief Pursuant to CSPA, R.C. 1345.09 (D)

52. Plaintiff realleges and restates paragraphs one (1) through fifty-two (52) of this Complaint as if set forth verbatim herein.

53. Pursuant to §1345.09(D) of the CSPA, Plaintiff and the class members request declaratory relief to declare that the deceptive and unfair acts and practices of

Carfax are in violation of the CSPA and to temporarily and permanently enjoy Carfax from failing to disclose that it is unable to obtain accident data from specific states.

COUNT III - Breach of Contract

54. Plaintiff realleges and restates paragraphs one (1) through fifty-four (54) of this Complaint as if set forth verbatim herein.

55. By accessing and utilizing Carfax's services, Plaintiff and each class member entered into a contract with Defendants by which, in consideration for a monetary charge, Carfax would perform a nationwide search to determine, among other things, whether vehicles identified by the Plaintiff class had been in accidents. Carfax, however, breached this contract by failing to perform as promised, entitling Plaintiff and the class members to a rescission of the contract and a return of all consideration paid to Defendants.

COUNTY IV - Unjust Enrichment

56. Plaintiff realleges and restates paragraphs one (1) through fifty-five (56) of this Complaint as if set forth verbatim herein.

57. Defendants have wrongfully and unlawfully enriched themselves to Plaintiff's and the class members' detriment by engaging and continuing to engage in the above-described wrongful course of conduct for its own commercial benefit and enrichment.

58. Defendants continued use, enjoyment and retention of these wrongfully and unlawfully received funds violates principles of justice, equity and good conscience, and thus, constitutes unjust enrichment.

59. As a direct and proximate result of the Defendants' above-described wrongful course of conduct, Plaintiff and the class members are entitled to the relief set forth below, as appropriate.

VII
PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the class members demand judgment against Defendants on each Count of the Complaint, and the following relief:

1. Determine that the action is a proper class action maintainable under Civ. R. 23; certifying an appropriate class and certifying Plaintiff as class representative;
2. Grant any reasonable request to amend Plaintiff's Complaint to conform to the discovery and evidence obtained in this cause;
3. Award the Plaintiff class members rescission and/or actual damages in an amount in excess of \$1,000,000.00;
4. Grant the Plaintiff class members Temporary and Permanent Injunctive Relief, enjoining Defendants from failing to disclose the limitations of their database services, including, but not limited to, Defendants' inability to access the accident records of several specific states;
5. Declare that Defendants' acts and practices are unfair and/or deceptive;
6. Grant the Plaintiff class members their reasonable attorney's fees and costs incurred in this litigation; and
7. Grant the Plaintiff class members such other and further relief as this Court may deem just and proper.

Respectfully Submitted,



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- and -

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This will certify that a copy of the foregoing Amended Class Action Complaint, was mailed on this 20th day of October, 2006 to Hugh McKay and Tracey L. Turnbull, PROTER, WRIGHT, MORRIS & ARTHUR, Attorneys for Defendant CARFAX, INC., and POLK CARFAX, INC., 925 Euclid Avenue, Suite 1700, Cleveland, Ohio 44115-1483 and to Christopher Mason, Counsel for Defendants, 437 Madison Avenue, New York, NY 10022 by regular U.S. Mail, postage prepaid.


CURTIS J. AMBROSY (0022121)

EXHIBIT A



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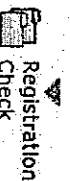
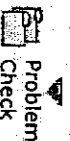


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EXHIBIT B



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edward b west
For Personal Use Only

Paste this link in your online classified listing:
<http://www.carfax.com/cfm/FSBO.cfm?report=CFX000005645361>
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CARFAX is the leading independent provider of Vehicle History Information. Its comprehensive database contains more than 2.36 billion vehicle history records from over 5,300 different public and private sources. Use CARFAX so you can make a better decision about your next used car.

CARFAX Report Summary

Register Guarantee Run Another Report Print Report



GOOD NEWS - CARFAX Certified History - Guaranteed!
This 2000 FORD MUSTANG (1FAFP444XYF130649) qualifies for the **CARFAX Certified History**, a guarantee worth up to \$5,000 that protects you from buying a vehicle that had severe damage, major odometer problems, or Lemon history reported to a Department of Motor Vehicles.

1. ACCIDENT CHECK

- Total Loss Check **OK** No Severe Accidents Reported to DMV - GUARANTEED!
- Other Accident Indicators **OK** No Accident Indicators Reported

2. MILEAGE ACCURACY CHECK

- Truth-In-Mileage Check **OK** No Odometer Problems Reported to DMV - GUARANTEED!
- Odometer Rollback Check **OK** No Potential Odometer Rollback Found
- Mileage Consistency Check **OK** No Inconsistent Odometer Reading Found

3. LEMON CHECK®

- OK** No Manufacturer Buyback Reported to DMV - GUARANTEED!

4. OWNERSHIP CHECK

- Number of Owners **Fit** 1 Estimated Owner(s)
- Type of Owners **Fit** Originally Registered as a Personal Vehicle

5. RECALL CHECK

- Fit** No Open Recall(s) Reported

6. WARRANTY CHECK

- Fit** No coverage remaining on basic warranty

DETAILED VEHICLE HISTORY

5 HISTORY RECORDS REPORTED
[Tell us what you know about this vehicle](#)

▶ CARFAX does not inspect vehicles. This vehicle may have problems that have not been reported to CARFAX. A vehicle inspection is recommended. [How CARFAX analyzed this vehicle's history.](#)

CARFAX Vehicle Description

Run Another Report Print Report

Year/Make/Model: 2000 FORD MUSTANG
Body Style: CONVERTIBLE
Engine: 3.8L V6 SFI

Fuel:	GASOLINE
Driveline:	REAR WHEEL DRIVE
Manufactured in:	UNITED STATES
Safety Equipment:	ABS Optional, Dual front air bags/active (manual) belts
Standard Equipment:	Power Windows, Power Steering, Air Conditioning, AM / FM Cassette, Power Brakes, Tilt Wheel

Still looking for the perfect FORD MUSTANG? Check out a list of them in your area.

1 CARFAX Accident Check[Run Another Report](#) [Print Report](#)**Total Loss Check:**

OK GOOD NEWS! This 2000 FORD MUSTANG (1FAFP444XYF130649) has had no severe accidents or other total loss events reported to CARFAX from a Department of Motor Vehicles (DMV). This vehicle qualifies for the **CARFAX Certified History**, a guarantee worth up to \$5,000.

OK No Salvage Title Reported

OK No Loss Due To Fire Title Reported

OK No Junk Title Reported

OK No Flood Damage Title Reported

OK No Rebuilt/Reconstructed Title Reported

OK No Hail Damage Title Reported

OK No Dismantled Title Reported

OK No Canadian Total Loss Record Reported

Other Accident Indicators:

OK This 2000 FORD MUSTANG (1FAFP444XYF130649) has had no accident indicators reported to CARFAX from its sources. This section checks for accidents and/or related damage reported from many public and private sources. Not all accidents are reported to CARFAX. A vehicle inspection completed by your dealer or professional mechanic is recommended.

OK No Salvage Auction Record Reported

OK No Crash Test Vehicle Record Reported

OK No Fire Damage Record Reported

OK No Airbag Deployment Record Reported

OK No Police Accident Record Reported

OK No Damage Disclosure Record Reported

- ▶ CARFAX depends on public and private sources for its accident data. Each one of these sources has different processing times. CARFAX can only report what is in our database on 14.Jan.2004 14:33:48. New data will result in a change to this report.
- ▶ Not all accidents are reported to the Police. Tell us if you know of other fender benders, accidents or damage.

Accident Check FAQs:

[Accident FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

2 CARFAX Mileage Accuracy Check[Run Another Report](#) [Print Report](#)**Truth-In-Mileage Check:**

OK This 2000 FORD MUSTANG (1FAFP444XYF130649) had no odometer problems reported to a DMV under the Federal Truth-In-Mileage Act. This Act requires owners to disclose odometer problems and an accurate reading when a vehicle is sold. This vehicle qualifies for the **CARFAX Certified History**, a guarantee worth up to \$5,000.

OK No Not Actual Mileage Title Reported:
Title issued by DMV when the owner discloses mileage fraud or a broken odometer.

OK No Exceeds Mechanical Limits Title Reported:
Title issued by DMV when the owner discloses an odometer rollover.

Odometer Rollback Check:

OK CARFAX found no odometer rollbacks for this 2000 FORD MUSTANG (1FAFP444XYF130649). Rollbacks reported in this section originate from readings collected by a DMV or other verifiable source.

Mileage Consistency Check:

OK CARFAX analyzed the mileage history for this 2000 FORD MUSTANG (1FAFP444XYF130649) and found no inconsistent odometer readings.

Date:	Mileage:
05/02/2000	80

Do you know this vehicle's current mileage? [Tell us](#) and help protect others from mileage fraud.

Mileage Accuracy Check FAQs:

[Mileage Accuracy FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

3 CARFAX Lemon Check*

[Run Another Report](#) [Print Report](#)

OK **GOOD NEWS!** This 2000 FORD MUSTANG (1FAFP444XYF130649) has had no Manufacturer Buyback (LEMON) reported to CARFAX from a Department of Motor Vehicles (DMV). This vehicle qualifies for the CARFAX Certified History, a guarantee worth up to \$5,000.

Lemon Check FAQs:

[Lemon Check FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

4 CARFAX Ownership Check

[Run Another Report](#) [Print Report](#)

Ownership History:

FYI CARFAX estimates that this 2000 FORD MUSTANG (1FAFP444XYF130649) has had 1 owner(s). CARFAX analyzed this vehicle's title history and other supporting events to identify potential ownership transfers. In compliance with the U.S. privacy laws, CARFAX does not collect or report owner names or addresses.

Estimated Owners:	Date:	Location:
1st owner	05/02/2000	Ohio

CARFAX Advisor™

The cost of ownership varies by vehicle. Go to Edmunds.com to check the recommended service schedule and estimated costs for this vehicle.

Types of Owners:

FYI This 2000 FORD MUSTANG (1FAFP444XYF130649) was originally registered as a Personal Vehicle.

FYI **Personal Use Registration Reported**

FYI No **Fleet Registration Reported**

FYI **Lease Registration Reported**

FYI No **Commercial Registration Reported**

FYI No **Rental Registration Reported**

FYI No **Non-Profit Registration Reported**

FYI No **Government Registration Reported**

FYI No **Built to Non U.S. Standards Record Reported**

FYI No **Taxi Registration Reported**

Do you have information about how this vehicle was used or driven? [Tell us what you know.](#)

Ownership Check FAQs:

[Ownership FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

5 CARFAX Recall Check

[Run Another Report](#) [Print Report](#)

FYI This 2000 FORD MUSTANG (1FAFP444XYF130649) has no recalls that still require repair.

Date:
01/14/2004

Source:
Ford Motor Company

Description:
No recalls open for repair

▶ Please note that the Ford Motor Company provides CARFAX with recall information regarding national safety and emissions programs announced since 1995 for a specific vehicle. For complete information regarding regional recall programs or concerns you are experiencing with this vehicle, please contact your local [FORD Dealer](#).

Recall Check FAQs:

[Recall FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

6 CARFAX Warranty Check

[Run Another Report](#) [Print Report](#)

FYI CARFAX estimated the remaining original manufacturer warranty coverage for this 2000 FORD MUSTANG (1FAFP444XYF130649) using the date this report was generated (14.Jan.2004 14:33:48) and the last odometer reading reported to CARFAX. If you have a current odometer reading, you may [recalculate the remaining warranty coverage](#).

Estimated start date of warranty: 05/02/2000
 Last reading reported on 05/02/2000: 80 miles
 Today's Date: January 14, 2004

Type of Coverage:	Original Warranty:	Remaining Coverage:
Basic	36 months or 36,000 miles	Coverage expired
Drivetrain	36 months or 36,000 miles	Coverage expired
Emissions	24 months or 24,000 miles	Coverage expired
Corrosion	60 months or unlimited mileage	16 months or unlimited mileage
Transferable	Transferable at no cost	Same
Roadside Assistance	36 months or 36,000 miles	Coverage expired
Safety belt & inflatable restraint	60 months or 50,000 miles	16 months or 49,920 miles
Notes:	ADJUSTMENTS AND BULBS ARE COVERED (EXCEPT ALIGNMENT AND WHEEL BALANCE) AFTER 1/12,000.	

Recalculate Warranty

► CARFAX Warranty Check provides an estimate of this vehicle's remaining warranty coverage. It does not take into account some vehicle history events. For example, major accidents resulting in Salvage or Junk titles that may void the original manufacturer warranty or ownership transfers that may decrease warranty coverage. Complete warranty coverage information is available for this vehicle at the at the [FORD web site](#).

Warranty Calculator FAQs:

[Warranty FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

CARFAX Detailed Vehicle History

[Run Another Report](#) [Print Report](#)

CARFAX searched more than 2.36 billion records from over 5,300 different public and private sources and found **5 record(s)** for this 2000 FORD MUSTANG (1FAFP444XYF130649).

Date:	Mileage Reading:	Source:	General Comments:
09/21/1999		NICB	Vehicle manufactured and shipped to original dealer
05/02/2000		Ohio Motor Vehicle Dept. Canton, OH	Registered as private vehicle
05/02/2000	80	Ohio Motor Vehicle Dept. Canton, OH Title #7601325318	Title issued First owner reported Loan or lien reported Registered as lease vehicle
05/02/2000		Ohio Motor Vehicle Dept. Canton, OH Title #7601325318	Title issued Loan or lien reported

01/14/2004

Ford Motor Company

No recalls open for repair

Tell us what you know about this vehicle**Detailed Vehicle History Definitions:**

- **First Owner**
When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.
- **Lease**
When someone leases a car from a dealer, the dealer actually sells the vehicle to a leasing company. The leasing company then collects payments for the vehicle from the new owner for 24, 36, 48 or more months. A leasing company can be an independent car dealer or a car manufacturer.
- **Personal Use**
Vehicle was registered by the owner for private or personal use.

Detailed Vehicle History FAQs:[Detailed Vehicle History FAQs](#) | [Glossary](#) | [Register FREE Guarantee](#) | [CARFAX Help Center](#)

CARFAX Certified History is Guaranteed up to \$5,000!

A CARFAX Certified History guarantees that this vehicle has none of the problem titles shown below. Should you discover any of these problems during the next three years, CARFAX will pay you 10% of the vehicle's wholesale value - up to \$5,000!

This coverage is valid from 01/14/2004 through 01/14/2007 and is transferable to a new owner during this period.

2000 FORD MUSTANG 1FAFP444XYF130649

Protection From:

- Salvage Title
- Junk Title
- Rebuilt/Reconstructed Title
- Dismantled Title
- Loss Due to Fire Title
- Flood Damage Title
- Hail Damage Title
- Total Loss (Canada)
- Manufacturer Buyback (Lemon) Title
- Exceeds Mechanical Limits Title
- Not Actual Mileage Title

Register your **FREE \$5,000 CARFAX Certified History Guarantee Today!**



www.carfax.com/register

*CARFAX agrees to pay to the holder of this report 10% of the wholesale value of the vehicle, up to \$5,000 if this report indicates it qualifies as a CARFAX Certified History and a Branded Title actually exists for this vehicle. A Branded Title is defined