

 <b>DOT Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> <b>To Report Vehicle Safety Defects</b> <b>1-888-DASH-2-DOT</b> <b>(1-888-327-4236)</b> <b>INTERNET:www.nhtsa.dot.gov/hotline</b>			FOR AGENCY USE ONLY 100148		
U.S. Department of Transportation National Highway Traffic Safety Administration			Date Received		Repository <input type="checkbox"/>
			07-SEP-2018 <b>NOV 09 2018</b>		Reference No. 11128106
<b>OWNER INFORMATION (Type or Print)</b>					
Name [REDACTED]			Daytime Telephone Number [REDACTED]		E-mail Address [REDACTED]
Address [REDACTED]			Evening Telephone Number [REDACTED]		
City	State	Zip Code			
CAMDEN	SC	[REDACTED]			
The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).					
<b>VEHICLE INFORMATION</b>					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side 1FMCU0HD6JU [REDACTED]			Make FORD	Model ESCAPE	Model Year 2018
Date Purchased 2/5/18	Dealer's Name and Telephone Number LUGOFF FORD 803-438-6124		Engine: No: Cylinders 4	Fuel Type: GAS	
Original Owner <input checked="" type="checkbox"/>	Dealer's City LUGOFF	State SC	Zip Code 29078		
Transmission Type AUTO	<input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain	Multiple Failure:	Incident Date(s) 03-SEP-2018	
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>					
Vehicle Component Code: 060000 ENGINE (PWS)				Failure Mileage 7000	Failure Speed
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>					
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/65R15)		
DOT No. (Example: DOTM19ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:			
Tire Component Code			Tire Failure Type:		
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>					
Make:	Date Manufactured:	Model No./Name:			
Seat Type:	Installation System:				
Child Seat Component Code:		Failed Part:			
<b>APPLICABLE INCIDENT INFORMATION</b> <i>(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)</i>					
Crash <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0	Number of Deaths 0	Reported to Police N	
<b>Narrative Description of Incident(S), Crash(es), and Injury(ies).</b> Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).					
TL* THE CONTACT OWNS A 2018 FORD ESCAPE. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED A LOSS OF ENGINE POWER. AS A RESULT, THE CONTACT EXPERIENCED A COLLISION WITH A TREE. A POLICE REPORT WAS NOT FILED. THE FAILURE OCCURRED WITHOUT WARNING. THE VEHICLE WAS TAKEN TO LUGOFF FORD (LOCATED AT 979 US-1, LUGOFF, SC), BUT THE FAILURE COULD NOT BE DUPLICATED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND DID NOT ASSIST. THE CONTACT WAS ADVISED NOT TO OPERATE A VEHICLE WITH LESS THAN A QUARTER TANK OF FUEL. THERE WERE NO INJURIES. THE FAILURE MILEAGE WAS APPROXIMATELY 7,000.					
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.			ATTACH ADDITIONAL SHEETS IF NECESSARY		
The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.					

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE SOUTH CAROLINA  
UNIFORM ARBITRATION ACT, § 15-48-10 et seq AND/OR THE FEDERAL  
ARBITRATION ACT, 9 U.S.C. § 1 et seq.

**LUGOFF**



LINCOLN | MERCURY

979 Hwy. #1 South  
LUGOFF, SC 29078  
(803) 438-6124  
www.lugoffford.com

CUSTOMER NO.	ADVISOR NIK	TAG NO. 238	INVOICE DATE 08/28/18
	LABOR RATE	LICENSE NO.	COLOR WHITE PLATI
	YEAR / MAKE / MODEL 18/FORD TRUCK/ESCAPE/ESCA0E 4DR SEL	MILEAGE 5,001	DELIVERY DATE 02/05/18
CAMDEN, SC	VEHICLE ID NO. 1 F M C U O H D 6 J U	SELLING DEALER NO.	DELIVERY MILES 25
	FT. E. NO.	P.O. NO.	PRODUCTION DATE
			RO DATE 08/27/18
REFERENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 5002

**JOB# 1 CHARGES**

**LABOR**

# 1 00FOZ	FAST LUBE	HOURS:	TECH(S):426	12.57
PERFORM MOTORCRAFT SEMI-SYNTHETIC OIL & FILTER CHANGE USING MOTORCRAFT OIL & FILTER AS RECOMMENDED BY FORD MOTOR COMPANY ROUTINE MAINTENANCE OUR FACTORY TRAINED TECHNICIAN PERFORMED THE RECOMMENDED SERVICE BY CHANGING ENGINE OIL & FILTER, LUBRICATING THE CHASSIS, AND PERFORMING A MULTI-POINT VEHICLE INSPECTION.				

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	PKFL91056	OIL CHANGE KIT	****	****
	6	XO-5W20-BSP	MOTORCRAFT SAE 5	3.39	20.34
	1	FL-910S	FILTER ASY - OIL	6.70	6.70
				TOTAL - PARTS	27.04

MISC	CODE	DESCRIPTION	CONTROL NO		
		OAR OWNER ADVANTAGE REWARDS		-41.12	
				TOTAL - MISC	-41.12

**JOB# 1 TOTALS**

LABOR	12.57
PARTS	27.04
MISC	-41.12

JOB# 1 JOURNAL PREFIX FOIS JOB# 1 TOTAL -1.51

**JOB# 2 CHARGES**

**LABOR**

# 2 04FOZ	DRIVABILITY	HOURS:	TECH(S):426	0.00
CUST STATES WHEN HE GETS BELOW 50 MILES TO E, HIS VEHICLE STALLS OUT. ADVISE SELF TEST KOED TCU CONTROL MODULE TEST NOT APPLICABLE WITH CODES RAN OUT OF GAS WHEN DRIVING THROUGH TWISTS AND TURNS				

MISC	CODE	DESCRIPTION	CONTROL NO		
JOB # A		SSI SHOP SUPPLIES INTERNAL		1.51	
				TOTAL - MISC	1.51

**Arbitration.** The parties agree that this transaction involves interstate commerce, and that instead of litigation in court, any dispute, controversy, or claim arising out of or related to this agreement, including the formation of this agreement, the repairs performed by the Dealer, any representations or statements regarding the repairs, or fees of any kind charged in connection with the repair is subject to mandatory arbitration. You agree that you will not serve as named plaintiff in a class action or otherwise act in a representative capacity with respect to a claim against Dealer which is subject to arbitration hereunder, and that you will not attempt to consolidate claims in arbitration. The arbitrator shall be an attorney or retired judge selected by Dealer, with your consent. Each party shall equally share the arbitrator's fees and other expenses of arbitration (apart from attorney's fees) unless the arbitrator orders otherwise under applicable law at the conclusion of the arbitration. The Dealer shall, upon your request, advance the first \$500 of your share of the cost to arbitrate. Each party may take a maximum of two depositions and may serve limited requests for documents, subject to the arbitrator's discretion. The arbitrator's decision shall be final and binding. The arbitrator's award may be entered in any court of competent jurisdiction, except that no award shall be enrolled in any court if the award of the arbitrator is paid or satisfied within 90 days of the award.

**DISCLAIMER OF WARRANTIES**

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material. The only warranties, if any applying to these parts, and for services are those offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these parts and/or services. Buyer shall not be entitled to recover from seller any consequential damages, damages to property, damages for loss or use, loss of time, loss of profits, or income or any other incidental damages. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto.  
**TERMS: CASH UNLESS ARRANGEMENTS MADE.**

**PARTS & SERVICE HOURS**

MONDAY-FRIDAY 7:30 A.M. TO 6:30 P.M.  
SATURDAY 7:30 A.M. TO 2:30 P.M.



LINCOLN MERCURY

The Reynolds and Reynolds Company ERAINTRIVE SF651995 Q (05/16)



McLAUGHLIN MOTOR CO.  
 2828 W. 41st Ave. Ste. 200  
 Denver, CO 80211  
 PHONE (303) 752-1100 FAX (303) 752-1108 TOLL FREE 1-800-368-7262

RO: [REDACTED] OPEN

Cashier: 000240

Date Out: 10/03/2018

Time-in: 17:20 Out: 11:56

Miles-In: 7538 Out: 7538

Customer: [REDACTED]

VIN: 1FMCU0HD6JU [REDACTED] 2018 FORD ESCAPE SEL

Home: N/A Work: N/A Cellular: N/A

Advisor: 000240-ANGELA EAVES

Rate: 2494

Date In: 09/25/2018

OP Acct Tech Hours Complaint/Cause/Correction Per Unit Extended Price

[ CUSTOMER PAY ]

A SCP 000144C 99P Labor Total: 0.00  
 CUSTOMER STATES PERFORM MULTIPOINT INSPECTION Operation Total: 0.00

[ WARRANTY ]

B SFW 000144W  
 CUSTOMER STATES WHEN FUEL IS LOW AND DRIVING ON CURVY ROADS,  
 VEHICLE WILL STALL. CHECK AND ADVISE  
 CHECKED FOR DTC. FOUND P0454. INSPECTED AND FOUND FUEL TANK  
 SUCKED IN DUE TO FAILED PURGE VALVE. PUMP WAS ALSO DAMAGED.  
 REPLACED TANK, PUMP, CANISTER AND VALVE. ALSO REPLACED FUEL  
 FILLER NECK FOR EVAP LEAK

HRS 1.8 Labor Op: 9002A  
 HRS 0.3 9002A1  
 HRS 0.5 9653A  
 HRS 0.2 12650D  
 HRS 0.1 12650DX1  
 HRS 0.5 12650D22

Parts: 1 SO PFS1197 SENDER AND PUMP ASY  
 1 HV6Z9002B TANK ASY - FUEL  
 1 CX2542 RESERVOIR ASY  
 1 4L3Z9276AA GASKET  
 1 SO GV6Z9D269E TUBE ASY - FUEL VAPOUR SEPARAT  
 1 NPN-PLUG PLUG  
 1 SO GV6Z9034B PIPE - FUEL FILLER

Customer Total Due: 0.00

Any warranty on the products sold hereby are those made by the manufacturer. The seller, McLaughlin Motor Co., Inc., hereby expressly disclaims all warranties, whether express or implied, including but not limited to merchantability, as to these and all other products, and the seller, McLaughlin Motor Co., Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said sold products. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

PLEASE READ BEFORE SIGNING

I hereby authorize the repair work hereinafter set forth to be done along with all necessary materials and agree that you are not responsible for loss or damage to vehicle or articles lost in vehicle in case of fire, theft, or any other cause beyond your control. I do not rely on availability of parts or delay in parts shipment by the supplier of transportation. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection as express mechanic's lien is hereby acknowledged on the vehicle to secure the amount to repair thereof.

The only warranties applying to these parts and/or services are those which may be stamped on the manufacturer. The seller, McLaughlin Motor Co., Inc. expressly disclaims all warranties, express or implied, including but not limited to merchantability for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability or responsibility with the sale of said parts and/or services. Buyer shall not be entitled to recover from the seller dealer and manufacturer thereon. Seller's property, damage

Signature: \_\_\_\_\_

Thank you for allowing us to serve you!

Printed: 10/03/2018 11:56:35 AM

Page 1 of 1

To whom it may concern,

On Feb 5, 2018 I purchased a brand new 2018 Ford Escape from Lugoff Ford 979 Hwy #1 South, Lugoff, SC 29078 (803) 438-6124. I had problems with the car stalling out when the fuel gauge showed just under a quarter of a tank.

The first time, I was driving on a curvy, winding road and the car just shut off while going 50 mph. I had no idea what was wrong, the car stalled and wouldn't start back up for a few minutes. I finally got it to start and it kept stalling after a few hundred feet of driving with very little acceleration. The dashboard showed almost 100 miles to go until empty, that's enough to drive another 90 minutes. I pulled into the next gas station and filled up the tank. The problem went away.

The next time it happened was going up a hill. Not a mountain, just a hill. Once again, the tank was just below a quarter tank this time the dashboard showed 85 miles to drive before needing to be fueled up. I pulled to the side of the road but there was no shoulder, after trying several times, I did get it to start but didn't have the power to continue uphill. I began backing up to a safe place to park. The car stalled and rolled backwards, without the help of power steering and power brakes I crashed into trees and bushes behind me. I was still in a dangerous spot. There was no internet access or phone reception. I finally got the car to start after about 10 minutes and the engine sputtered along to the next gas station. After filling up the car I was able to drive the rest of the way home.

I called Lugoff Ford to schedule a service appointment. I explained I needed my first oil change since the car was brand new and told them about the stalling problem. They were busy and asked me to wait until August 27 at 8am. I dropped the car off Sunday night, so it would be there first thing Monday morning.

Tuesday, the service manager Ethan told me to come get my car, they didn't find any problem and he told me not to drive with less than a quarter tank of gas. I told him that was unacceptable, and they needed to find out why my car stalled causing an accident. I refused to take the car until they fixed it. The end of the week my friend brought me there to pick up my car. They still had not done anything, Ethan said there was nothing wrong and repeated that it was my fault for having only a quarter tank of gas. Again, he wanted me to take the car and drive away. We said if the sales people told us that, we wouldn't have bought the car. He said the salesman should have told us that. We were shocked and decided to warn customers about this serious fuel issue and Ford's refusal to fix it. After telling a few customers we were told the cops had been called and we should leave. We left.

Another week goes by. I called Ethan the service manager to find out if they found anything wrong with my car yet. He originally said they were going to drain the tank to a low level and try to find the problem. But now he told me the general manager Robert had told him not to work on my car. Ethan told me to come get my car, I again refused to drive it, even to another dealership. It was too dangerous to drive. The car stayed at Lugoff Ford.

Lugoff Ford then had a lawyer call, I guess to threaten me with legal action. Ben Connell 20 Townlee Ln Suite A, Lugoff, SC 29078 (803) 310-5700 asked me to meet at his office on September 10. It was there that he told me it would be acceptable for a brand new car to stall out on a hill with a quarter tank of gas. He must be their mouthpiece. He gave me a copy of Lugoff Ford's repair receipt and told me there was nothing wrong with my car and I should go pick it up.

I dealt with Ford Customer Service from then on. (866)631-3788 ext 77731 [REDACTED] Mike had my vehicle towed to a different Ford dealership. McLaughlin Ford 950 Main St, Sumter SC 29150 (803)773-1481. They received my car on September 26. Angie, the service manager, told me that Lugoff Ford's statement was ridiculous and apologized for their ignorance.

They drained the fuel tank to a low level and test drove it. When stopping hard at a red light, the car stalled. They properly diagnosed and fixed a very serious fuel issue that had caused me to crash on one occasion and scared me to death on a few more. There was a bad purge valve that caused the gas tank to be sucked in. They had to replace the purge valve, fuel pump, canister, fuel filler neck and even the fuel tank itself. The car was finally returned to me on October 5.

#### Conclusions.

Lugoff Ford had my vehicle from August 27 until September 26 without attempting any repairs. McLaughlin diagnosed and fixed my vehicle and returned it to me on October 5. I was without my car and inconvenienced for a total of 39 days. Never once did Lugoff Ford offer me a loaner car.

I cannot return for service, even for scheduled oil changes, at Lugoff Ford near my house where I purchased the vehicle under threats of them calling the police on me.

I still have thousands of dollars of damage to the back of my brand new car.

I feel Lugoff Ford's general manager, service manager and their lawyer risked the safety of myself and my family, repeatedly telling me to take the car, there was nothing wrong with it. They should apologize, reimburse me for my inconvenience of 39 days without a vehicle. Lugoff Ford should repair the body work caused by the accident that Ford is responsible for.

[REDACTED]  
Camden, SC [REDACTED]  
[REDACTED]