[redacted]

INFORMATION REDACTED PURSUANT TOTHE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

From: DCPFORM, FMCDealer (.)
Sent: Friday, September 20, 2013 1:36:50 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: jimmyo@southwestautogroup.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review
DEALER INFORMATION:
Dealership Fleet Name: Southwest Ford, Inc.

Requesting Dealer Fleet: SOUTHWEST FORD
PA Code: 02446
Contact Person: JIMMY OGLE
Title: SERVICE DIRECTOR
Phone Number: 8175974220
Fax Number: 8175974293
Email: jimmyo@southwestautogroup.com
Region: dallas
Address: 3000 fort worth hwy
City: weatherford
State: Texas
Zip Code: 76087
CUSTOMER VEHICLE INFORMATION:
WSD: NA
Vehicle Year: 2014
Vehicle Model: explorer
Vehicle VIN: 1FM5K8GT9EG[redacted]
Mileage: 1992
customer Fleet
Street Address: [redacted]
City : BEDFORD
State : Texas
Zip Code : [redacted]
Home Phon
Work Phon [redacted]
Customer Region: DALLAS
DETAILS OF INCIDENT:
Medical Attention Sought
Date of Incident: 2013-09-14
County incident occurred: TARRANT
Is customer alleging a component defect CAUSED the incident? YES
Details: THERE ARE EXHAUST FUMES COMING IN THE REAR SEAT AREA WHERE HIS SON WAS RIDING WHO HAS A RESPITORY PROBLEM ALREADY. MADE HIM SO SICK HE HAD TO TAKE HIM TO THE EMERGENCY ROOM
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: SOUTHWEST FORD WEATHERFORD TX 76087
Attorney information:
CVO Contact:
Resolution Customer is seeking: CUSTOMER WANTS BOUGHT OUT OF VEHICLE
Comments:

[redacted]

[redacted]

From: DCPFORM, FMCDealer (.)
Sent: Friday, March 01, 2013 6:25 PM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: mkhefordhawaii@gmail.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review
DEALER INFORMATION:
Dealership Fleet Name: Orchid Isle Auto Center
Requesting Dealer Fleet: Orchid Isle Auto Center
PA Code: 07761

Contact Person: Mary Espejo
Title: Customer Relations Manager
Phone Number: 808-935-1191
Fax Number: 808-969-9278
Email: mkhefordhawaii@gmail.com
Region: LA
Address: P.O. Box 4397
City: Hilo
State: Hawaii
Zip Code: 96720
CUSTOMER VEHICLE INFORMATION:
WSD: 02/19/2011
Vehicle Year: 2012
Vehicle Model: Explorer
Vehicle VIN: 1FMHK8D86CG[redacted]
Mileage: 5189
customer Fleet Name:[redacted]
Street Address:[redacted]
City : Kamuela
State : Hawaii
Zip Code :
Home Phon
Work Phon[redacted]
Customer Region: LA
DETAILS OF INCIDENT:
Medical Attention Sought
Date of Incident: 2012-09-07
County incident occurred: Hawaii
Is customer alleging a component defect CAUSED the incident? YES
Details: Customer experiences a foul odor inside the vehicle everytime it is driven. After performing multiple tests and repairs, as directed by hotline, the concern still exists. The customer becomes physically ill when she drives the vehicle. She has been advised by the doctor that the only remedy is to stop driving the vehicle. The customer states that the only other solution, as things stand now, is legal action.
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: Kamuela Hawaii customers residence
Attorney information:
CVO Contact:
Resolution Customer is seeking: customer is seeking replacement of the vehicle.
Comments: These are extremely valuable and loyal customers. Along with the loss of this customer, we stand to lose an extended family of customers as well as a commercial client. I do not believe Ford Motor Company can afford the loss of a customer like this> I know we certainly can't.

[redacted]

D.G. MAJORS

Bailey | Crowe & Kugler, LLP
ATTORNEYS AND COUNSELORS

WRITER'S DIRECT DIAL
(214) 231-0552
DGMAJORS@BCKLAW.COM

6550 BANK OF AMERICA PLAZA
901 MAIN STREET | DALLAS, TEXAS 75202-5605
800.738.4045 | 214.231.0555
214.231.0556 FACSIMILE

November 6, 2012

12 NOV -6 P4:

Via CMRRR# 7011 1150 0001 0402 6629
General Manager
Town East Ford
18411 LBJ Freeway
Mesquite, Texas 75150

Via CMRRR# 7011 1150 0001 0402 6353
Customer Relationship Center
Ford Motor Company
P.O. Box 6248
Dearborn, Michigan 48121

Re: **NOTICE OF CLAIM FOR DAMAGES**
[redacted]
2011 Ford Explorer, VIN # 1FMHK7D8XBC[redacted] (the "Vehicle")

To whom it may concern:

Please be advised this firm has been retained by [redacted] (the "Consumers") to investigate the facts and circumstances related their purchase of the Vehicle from Town East Ford. Please direct all future correspondence and communications to my attention at the law firm. Please accept this letter as an offer to settle their claims they have pursuant to the Deceptive Trade Practices Act. The Consumers have chosen to revoke their acceptance of the Vehicle purchase and demand to be put in the position they were in before they purchased the Vehicle.

Please be informed the Consumers purchased the Vehicle from Town East Ford on or around January 3, 2011 for approximately $36,096.85 plus taxes and related fees. To put it bluntly, the Consumers' experience with the Vehicle has been nothing short of a nightmare. The Consumers are hard working individuals who purchased the Vehicle based on representations from Town East Ford and the materials they reviewed from your respective companies before the sale. The Consumers placed trust and confidence with your companies to provide them with a reliable Vehicle in which they could use to transport themselves and their children.

Unfortunately, exhaust fumes come through the vents when the Consumers drive the Vehicle. The exhaust fumes are so bad that the Consumers get headaches and become lightheaded every time they attempt to drive the Vehicle and it drastically affects their children when they are in the Vehicle. The exhaust fumes create a serious safety hazard and are a health risk for the Consumers and their passengers. The Vehicle is simply unsafe to drive.

At the time of the purchase, the Consumers reviewed product literature and had discussions with sales representatives about the Truck's qualities and characteristics. The Vehicle clearly does not conform to the descriptions contained in the product literature, nor were the representations made about the Vehicle true. My clients experienced the exhaust fume problem with the Vehicle shortly after ownership. The Vehicle has been in the service center at the dealership and Ford Motor Company has been aware of the exhaust fume problems. Both the dealership and Ford Motor Company has had ample opportunity to fix the problem but have been unable to do so. The Vehicle is currently not being driven by the Consumers because of the exhaust fume problems.

Despite several attempts to get the above-listed problems and defects fixed, no one has been unable to correct the problems and defects with the Vehicle. You have had an adequate notice of the Vehicle's problems and defects, as well as an opportunity to cure them. The Vehicle does not function for its intended purpose and the problems and defects substantially impair the use and value of the Vehicle to the Consumers. In fact, the Vehicle is not safe to operate due to the seriousness of its problems and defects. The Consumers have simply lost confidence in the Vehicle due to the numerous problems they have experienced with it.

Before the Consumers purchased the Vehicle, he was told by the salesman at the dealership that the Vehicle was free of problems and that the dealership would be able to successfully work on the Vehicle for any warranty repairs.

The Consumers have been told at the dealership that it is unable to fix the exhaust fume problem with the Vehicle. The repair technician that drove the Vehicle acknowledged the exhaust fume problem and suffered headaches and light headedness when he test drove it. Ford Motor Company also could not fix the exhaust fume problem despite ample opportunity to do so. In fact, Ford Motor Company told the Consumers that there is not a fix for the exhaust fume problem but there may be one in the future since it is a common problem with similar vehicles.

The purpose of this correspondence is to notify you that the Consumers intend to pursue all means necessary and available to rescind the purchase of the Vehicle. The rights asserted by and remedies claimed by the Consumers include, but are not limited to, the right to rejection of a non-conforming good and/or revocation of acceptance under Tex. Bus. & Com. Code §§ 2-606, 2-608, 2A, et. seq., seeking restoration of money or property under § 17.50(b)(3) of the Texas Deceptive Trade Practices Act, seeking rescission and pursuant to the fraudulent conduct that occurred in connection with the sale. The Consumers also intend to seek all other equitable remedies available to him by law.

With respect to the Texas Deceptive Trade Practices Act ("DTPA"), you are liable, among other things, for conduct involving but not limited to the following: (1) acts involving

false, misleading and/or deceptive practices in the conduct of commerce; (2) causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services; (3) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have; (4) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; (5) advertising goods or services with the intent not to sell them as advertised; (6) making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions; (7) representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law. *See* Tex. Bus. & Com. Code §§ 17.46, et. seq., and 17.50(a)(2).

In addition, your conduct constitutes a violation of express and implied warranties. The warranties have failed their essential purpose since the Vehicle's problems and defects have not been able to be corrected despite several attempts. The above conduct also constitutes unconscionable action and conduct which caused the Consumers to purchase the Truck when he otherwise would not have. Please be advised your conduct also was committed knowingly and intentionally, which allows recovery of three (3) times the amount of economic and mental anguish damages. The Consumers would have paid $25,000.00 less for the Vehicle had they known the inside would fill up with exhaust fumes every time they drove it.

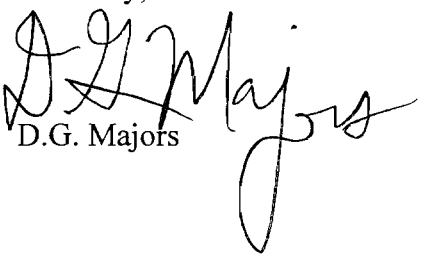
In addition to these statutorily conferred rights and remedies, the Consumers intend to pursue common-law fraud claims he has regarding this matter in which exemplary damages will be sought for your gross and willful conduct. The Consumers were told the Vehicle was reliable, would not have problems, and would provide them with a Vehicle that was safe and suitable for transportation in which they could travel. The Consumers would not have purchased the Vehicle if they knew such representations were not true.

In view of these facts and the remedies available, the Vehicle hereby demands the following: (1) rescission of the sales agreement (2) a return of their down payment of $1,600.00 (3) a return of the equity in their trade-in of $4,055.54 (4) loss of use of the Vehicle in the amount of $10,500.00 which continues to accrue (5) payment of $2,500.00 to the Consumers as compensation for the circumstances and attendant inconvenience and mental anguish they have been forced to bear and endure as a result of the unlawful conduct of employees and/or representatives of your dealership; (6) payment of my reasonable attorney's fees in the amount of $2,500.00 to date which will continue to accrue in the event this matter does not get resolved.

In the meantime, the Consumers hereby tender the Vehicle to you for your disposition and upon acceptance of this offer tenders back to you $6,000.00 for the limited use they received from the Vehicle. At the time this letter is being sent, the Vehicle is parked in the Consumers' driveway. The DTPA requires us to resolve filing suit for sixty (60) days to allow the parties an opportunity to resolve their differences. My clients and I are more than willing to discuss these issues with you in an attempt to resolve our differences.

However, if my clients and I do not hear from you within sixty (60) days, I will proceed with legal proceedings to protect their legal and equitable rights. I look forward to hearing from you soon to resolve this matter.

Sincerely,



D.G. Majors

DGM/st
90108/00113

PE16-008 000011 LC

Rudolph, La Shawn (.)

From: Colfescu, Marta (M.)
Sent: Monday, November 19, 2012 4:34 PM
To: Rudolph, La Shawn (.)
Subject: FW: 20091848-Request has been submitted to dispatcher-MBARRET3

Marta Colfescu
Office of the General Counsel
402-E6
313.594.2497
mcolfesc@ford.com

From: tfosys@ford.com [mailto:tfosys@ford.com]
Sent: Monday, November 19, 2012 4:30 PM
To: Colfescu, Marta (M.); Barrett, Malcolm (M.C.); Carpenter, Joe (J.A.); Messerly, Tom (T.L.)
Subject: 20091848-Request has been submitted to dispatcher-MBARRET3

This is an auto generated e-mail from Technical Field Operations Assignment Management System, Please do not reply.

Please click **here** to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20091848
Status	Submitted
Currently assigned to	MBARRET3
Request Type	Legal; Document where requested
Request Source	Legal -
If Other request source, please explain	
Primary contact	LaShawn Rudolph
Primary contact's phone number	313.845.2881
Primary contact's email address	lrudolp1@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	TOWN EAST FORD
P&A Code	06192
Facing Region (SDR separate from Contact Regions)	C1 - DALLAS
Geographic Region (SDR combined with Contact Region)	C1 - DALLAS
FCSD Sales Zone	A02
FCSD Technical Zone	T01
VIN	1FMHK7D8XBC[redacted]
Vehicle year/model	2011 Explorer
Vehicle mileage	25,913

Repair Order (R.O) #	
Customer Name	[redacted]
Vehicle Down?	No
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	
Request description	OGC request FSE assistance needed for final repair attempt. Customer complaints are exhaust fume problems. Must be completed by 11/29/2012. Contact LaShawn Rudolph at 313.845.2881 lrudolp1@ford.com ---Updated By---MCOLFESC--11/19/2012 04:30:25 PM--
GCQIS Comments	
FSE Comments	
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MCOLFESC
Created date	11/19/2012 04:30:25 PM EST
Last Revised by	MCOLFESC
Last revised date	11/19/2012 04:30:25 PM EST

This e-mail notification has been generated by: MCOLFESC
Thank you..

All Action Details for Issue

Print

VIN: 1FMHK7D8XBG[redacted] **Year:** 2011 **Model:** EXPLORER **Case:** [redacted]
Owner Status: Original **WSD:** 2011-01-03
Symptom Desc: EXHAUST SYSTEM ODOR **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:**
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 11/02/2012

Action: TIER ONE OPEN ISSUE
Dealer: 06192 TOWN EAST FORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 33800 MI **Comm Type:** PHONE
Analyst Name: BOEHM CARRIE **Analyst:** CBOEHM2
Action Date: 10/18/2012 **Action Time:** 15.39.07.445 **Action Data:** No

Comments **CUST SAYS**===THERE ARE EXHAUST FUMES COMING IN TO THE CABIN THROUGH THE VENTS===THE DLRSHP TOLD THEM THAT THEY COULDN'T FIX THE PROBLEM AND TO COME BACK===THEY WENT BACK IN SEPTEMBER AND THEY WERE TOLD THAT THEY STILL DON'T HAVE A FIX===THE FUMES ARE GIVING THE FAMILY HEADACHES===THEY TALKED TO THE SERVICE DIRECTOR CHRIS AND HE ADVISED HIM TO CALL US==LTV 71**DLR**TOWN EAST FORD18411 LYNDON B. JOHNSON FREEWAYMESQUITE, TX 75150(866) 374-5761 **CRC ADVISED**"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW. ***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"

Action: TAR--SME TECHNICAL ASSISTANCE REQUEST
Dealer: 06192 TOWN EAST FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 33800 MI **Comm Type:** PHONE
Analyst Name: LYCZKOWSKI, JASON **Analyst:** JLYCZKOW
Action Date: 10/18/2012 **Action Time:** 15.59.34.725 **Action Data:** Yes

Comments <CSM JASON EXT 77782> ICR: WSD: 2011-01-03, ODOMETER: 33800 MI, ONLY VEHICLE OWNED, LTV 71, BOUGHT FROM SERVICING DEALER, ENGINE: 3.5L CYCLONE TI-VCT, NO ESP INFORMATION AVAILABLE, TWO REPAIR VISITS IN AWS - NO SIMILAR COMPLAINTS NOTED IN AWS - CHECKED GCQIS, TWO HOTLINE REPORTS FOR SIMILAR CONCERN MAY 2012 25913 MILES - DEALER REPLACED REAR AIR DIVERTERS - HOTLINE CONTACT FROM 9/26/12 WHERE HOTLINE ADVISED CONCERN IS UNDER INVESTIGATION - SUBMITTING REQUEST FOR SME REVIEW FOR POTENTIAL FSE INVOLVEMENT.

Data Element Name	Data Value
APPROVER'S CDSID:	SBASHIR5

PE16-008 000014 LC

APPROVER'S NAME: BASHIR, SAYYED

Action: CREATE FOLLOW UP

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI

Comm Type: PHONE

Analyst Name: LYCZKOWSKI, JASON

Analyst: JLYCZKOW

Action Date: 10/19/2012

Action Time: 12.43.57.364

Action Data: Yes

Comments <CSM JASON EXT 77782>OBC TO CUSTOMER @ [redacted] - WAS ABLE TO REACH - ADVISED OF ROLE AND REASON FOR CALL. CUSTOMER STATES THE ISSUE HAS BEEN GOING ON FOR A WHILE - BROUGHT IN FIRST TIME IN MAY AND THE DEALER VERIFIED THE ISSUE AND TOLD THEM FORD IS WORKING ON IT AND TO COME BACK. CUSTOMER CAME BACK IN SEPT WAS TOLD THE SAME THING. CUSTOMER STATES DEALER VERIFIED IT ON BOTH VISITS AND WENT TO THE DEALER RECENTLY AND SPOKE TO THE SD CHRIS BECAUSE HE AND HIS WIFE ARE FED UP WITH THE SMELL - CSM ADVISED WOULD FOLLOW UP WITH CUSTOMER AFTER SME HAS CHANCE TO REVIEW REQUEST - PROVIDED MY INFORMATION - WILL FOLLOW UP ON MONDAY 10-22-12 BY 5:00PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-22-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: TAR--CLOSE SME TECHNICAL ASSISTANCE REQUEST

Dealer: 06192 TOWN EAST FORD

Origin Desc: REGIONAL ESCALATION SPECIALIST

Odometer: 33800 MI

Comm Type: INBOUND EMAIL-OTHER

Analyst Name: BASHIR, SAYYED

Analyst: SBASHIR5

Action Date: 10/22/2012

Action Time: 11.59.03.248

Action Data: Yes

Comments TECH SME ASAD - CURRENTLY REVIEWING CASE WITH CSM

Data Element Name	Data Value
CSM - OPEN FSE REQUEST?	NO

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI

Comm Type: PHONE

Analyst Name: LYCZKOWSKI, JASON

Analyst: JLYCZKOW

Action Time:

Action Date: 10/22/2012 12.34.27.860 **Action Data:** No

Comments <CSM JASON EXT 77782> CSM SENT EMAIL TO SD CHRIS - CC'D THE ASM JASON ASKING FOR ALL THE ACCOUNTING COPIES OF THE REPAIR ORDERS FOR THE FOLLOWING VIN ASSOCIATED WITH THE CUSTOMER'S FORD EXPLORER.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI **Comm Type:** PHONE

Analyst Name: LYCZKOWSKI, JASON **Analyst:** JLYCZKOW

Action Date: 10/22/2012 **Action Time:** 14.14.23.696 **Action Data:** No

Comments <CSM JASON EXT 77782> RECEIVED COPY'S OF RO'S - SENT EMAIL TO SME WITH THE COPIES - SHOWING REPAIR ATTEMPTS, AND DAYS OUT OF SERVICE. CSM SENT EMAIL TO SD CHRIS ASKING WHAT WAS THE PART # OF THE AIR DIVERTERS REPLACED FROM THE MAY VISIT AS I DO NOT SEE ANYTHING ON THE RO.

Action: CREATE FOLLOW UP

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI **Comm Type:** PHONE

Analyst Name: LYCZKOWSKI, JASON **Analyst:** JLYCZKOW

Action Date: 10/22/2012 **Action Time:** 16.40.12.621 **Action Data:** Yes

Comments <CSM JASON EXT 77782> OBC TO CUSTOMER - ADVISED WILL BE LOOKING INTO NEXT STEPS WITH SME - WILL BE OUT OF OFFICE ON TUES/WEDNESDAY FOR TRAINING - MOVING FOLLOW UP TO THURSDAY 10-25-12 BY 5:00PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-25-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI **Comm Type:** PHONE

Analyst Name: LYCZKOWSKI, JASON **Analyst:** JLYCZKOW

Action Date: 10/25/2012 **Action Time:** 14.04.32.643 **Action Data:** Yes

HE 26 000016 LC

Comments <CSM JASON EXT 77782> OBC TO CUSTOMER - LM ON VM WITH CONTACT INFORMATION - WILL ATTEMPT ON FRIDAY 10-26-12 BY 5:00PM EST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-26-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI

Comm Type: PHONE

Analyst Name: LYCZKOWSKI, JASON

Analyst: JLYCZKOW

Action Date: 10/25/2012

Action Time: 14.12.01.393

Action Data: Yes

Comments <CSM JASON EXT 77782> IBC FROM CUSTOMER - ADVISED TSB IS DUE OUT IN A FEW WEEKS - OFFERED CUSTOMER 5/75 PC ESP - CSM EMAILED CUSTOMER BROCHURE FOR HIS REVIEW - WILL FOLLOW UP ON TUESDAY 10-30-12 BY 5:00PM EST TO CONFIRM CUSTOMER REVIEWED OFFER.

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-30-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP

Dealer: 06192 TOWN EAST FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 33800 MI

Comm Type: PHONE

Analyst Name: LYCZKOWSKI, JASON

Analyst: JLYCZKOW

Action Date: 10/30/2012

Action Time: 10.18.02.548

Action Data: Yes

Comments <CSM JASON EXT 77782> OBC TO CUSTOMER [redacted] - LM ON VM WITH CONTACT INFORMATION - ASKING IF HE HAD A CHANCE TO REVIEW ESP BROCHURE SENT TO HIM - IF THERE IS NO CONTACT FROM CUSTOMER BY FRIDAY 11-2-12 BY 5:00PM EST WILL CLOSE CONTACT.

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-02-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED

Origin Desc: CUSTOMER CARE

Dealer: 06192 TOWN EAST FORD SOLUTIONS TEAM
Odometer: 33800 MI **Comm Type:** PHONE
Analyst Name: LYCZKOWSKI, JASON **Analyst:** JLYCZKOW
Action Date: 11/02/2012 **Action Time:** 08.22.52.603 **Action Data:** Yes

Comments <CSM JASON EXT 77782> CUSTOMER HAS NOT RESPONDED TO MY LAST VOICEMAIL AND HAS NOT RESPONDED TO THE EMAIL SENT TO HIM WITH A COPY OF THE PC ESP 5/75 I HAD SENT HIM. AS LONG AS CUSTOMER IS WITHIN HIS BTB WARRANTY THE OFFER IS ON THE TABLE - CLOSING CONTACT AT THIS TIME AS THE TSB TO RESOLVE THIS ISSUE IS DUE OUT WITHIN THE NEXT COUPLE OF WEEKS. CLOSING CONTACT.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	79
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

FE26002 000018 LC

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: [redacted] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CEJFN007 NHL			**Received:**	05/10/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FMHK7D8XBG[redacted]			**Build Date:**	11/24/2010
Odometer :	32,708 M	**Engine:**	3.5L CYCLO	**Calibration:**	BUB1SN0A
Transmission:	6F50	**Axle:**		**A/C:**	YES
Dealer:	USA 06192 Town East Ford			**Phone#:**	(972) 270-6441
City:	Mesquite	**State:**	Texas	**Country :**	USA
Originator:	ALTON ZACHARY				
Symptom:	8 89 5 00 SAFE/SEC,SMOKE/ODOR,EXHAUST,UNKNOWN				
Status:					
VFG:					
Additional Symptom:	EXHAUST SMELL IN CABIN				
Fix:	**Causal Component :**				
Condition Code:					

Hotliner: DRIDOLF2 **Phone:** 000 248-8241 **Regn Cd:** C1 Dallas

Engineering: **Phone:** **TAR:**

Dlr Contact: ALTON ZACHARY **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 05/10/2012 06:14PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES THAT WHEN ACCELERATING CAN SMELL EXHAUST FUMES IN THE CABIN OF THE CAR DIAGNOSTICS: VERIFIED CONCER ,VISUAL INSOECTION PARTS REPLACED:NONE TECH QUESTION:OK I HAVE FOUND THE AIR DIVERTERS IN THE REAR CORNERS OF THE CAR ,ITS A SQUARE PIECE WITH 6 LITTLE RUBBER FLAPS ON IT ,THEY ARE NOT SEALING ,LIKE WHEN YOU WOULD SHUT THE DOOR THE FLAPES RELEASE THE CAGIN PRESSURE WELL THE FLAPS ARE HQANGING UP, IKNOW THERE ARE REPORTS ON THE FLEX HAVING THE SAME CONCERN AND WE WERE INSTRUCTED TO PUT 2012 AIR DIVERTERS ON THE 2011 BECAUSE THE 2012 PART IS SPRING LOADED GBUT WHEN I CHECKED WITH PARTS THE EXPLORER 2012 PART IS THE SAME AS THE 2011 HOW SHOULD I PROCEDE

RECOMM **05/10/2012 06:14PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
ALTON, THE FORD TECHNICAL HOTLINE HAS REVIEWED YOUR REQUEST AND HAS DETERMINED THAT IT IS NECESSARY TO DISCUSS THIS MATTER VERBALLY OVER THE TELEPHONE. YOU WILL BE CONTACTED SHORTLY BY A FORD TECHNICAL HOTLINE REPRESENTATIVE.

REPAIR **05/10/2012 06:25PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
ALTON STATED HE HAS VERIFIED THAT THE AIR DIVERTERS IN QUESTION ARE BUCKLED AND NOT SEALING CORRECTLY, CAUSING EXHAUST FUMES TO ENTER THE CABIN.

RECOMM **05/10/2012 06:25PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
ALTON, THANK YOU FOR THE UPDATED INFORMATION, A REPRESENTATIVE FROM THE HOTLINE WILL BE CALLING YOUR DEALER WITHIN ONE (1) BUSINESS DAY WITH FURTHER INFORMATION.

ADD-ON **05/10/2012 06:25PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
WHEN CALLING ASK FOR JOE FIGUEROA (SERVICE MANAGER)

PE16-008 000020 LC

REPAIR **05/14/2012 11:27AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
CALLED THE DEALER TO UPDATE THE REPORT. LEFT A MESSAGE WITH JOE (SM).

RECOMM **05/14/2012 11:27AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
JOE/ALTON, PLEASE CONTINUE WITH THE REPLACEMENT OF THE AIR DIVERTERS IN QUESTION. THERE IS NO FURTHER UPDATED INFORMATION TO INFORM YOU OF AT THIS TIME.

REPAIR **09/26/2012 10:34AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
DESCRIPTION OF VEHICLE CONCERN: CUSTOMER NOTICES EXHAUST SMELL COMING INTO CAB ON ACCEL OR DEACCELL DIAGNOSTICS ALREADY COMPLETED: ROAD TESTED TO VERIFY CONCERN INSPECTED VEHICLE FOR ANY LEAKS NONE FOUND PARTS REPLACED: NONE TECH'S QUESTION: I KNOW ABOUT THE KNOWN CONCERN ABOUT THE REAR AIR EXTRACTORS BEING WARPED AND EXHAUST COMING INTO CAB AND LAST TIME WE TOLD CUSTOMER THAT THIS CONCERN IS UNDER INVESTIGATION ANY NEW NEWS ABOUT THIS CONCERN I NOTICE THE AIR EXTRACTOR IS WARPED DTC: PASS MODULE: PCM

RECOMM **09/26/2012 10:34AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
JOSEPH, A REPAIR FOR THIS CONCERN IS UNDER DEVELOPMENT AND SHOULD BE AVAILABLE SOMETIME IN THE 4TH QUARTER OF THIS YEAR. IF NECESSARY, RESOLVE THE CONCERN TEMPORARILY BY TAPING OVER THE AIR EXTRACTORS. THIS HOWEVER WILL AFFECT DOOR CLOSING DUE TO CABIN PRESSURE AND POSSIBLY AFFECT HVAC OPERATION AS WELL.

ADD-ON **09/26/2012 10:34AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
CONSULTED VINCE JANIUNAS.

AUDIT **09/26/2012 10:34AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 25913 M CHANGED TO 32708 M BY PJACOB45

Download Options

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report

Requester: LBINGHAM
Report Summary
Server: ECCWS686

Ford Proprietary, Private

14-Nov-2012
Retention: None

PE16-008 000021 LC

PE16-008 000022 LC





Report# :	F7UHS001 NHL			**Received:**	07/21/2015
CCRG/EPRC:S		**Reviewed Status:**		**Date:**	
Vehicle:	2014,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D86EG[redacted]			**Build Date:**	11/01/2013
Odometer :	28,318 M	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 07452 Jenkins Ford, Inc.			**Phone#:**	304-472-1700
City:	Buckhannon	**State:**	West Virgini	**Country :**	USA

Originator: ANGIE KIMBLE
Symptom: 1 14 2 02 COMF/ENT,INTERIOR ODOR ,CHEMICAL,ALWAYS
Status:
VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S
Additional Symptom: ODOR AFTER TSB 14-013
Fix: **Causal Component :**
Condition Code:

Hotliner: BMAJORS3 **Phone:** **Regn Cd:** G4 Pittsburgh
Engineering: **Phone:** **TAR:** 0-30
Dlr Contact: ANGIE KIMBLE **Phone:** **Title Cde:** SW

KOEO:
KOEC:
KOER:

CONCER **07/21/2015 01:55PM BRANDON MAJORS MSS - FCSD - TECH SVC HOTLINE**

Web Form Data Description of Vehicle Concern: customer states that he can smell in the cabin of the vehilce Please list any diagnostics already performed: checked for oasisi and performed tsb 14-013 Parts Replaced: tsb 14-013 Your Question: performed tsb and customer drove a few days and called back stating oder still there what next?

RECOMM **07/21/2015 01:55PM BRANDON MAJORS MSS - FCSD - TECH SVC HOTLINE**

Angie, With TSB 14-0130 already being performed and the customer still experiencing the exhaust odor it is recommended to verify that the TSB has been completed correctly. It is also suggested to verify proper body sealing as outlined in the workshop manual section 501-00 Body System > General Information. Inspect the air extractors for proper sealing and that there isn't any damage, also inspect the steering column shaft rubber boot seal. Check for any evidence of prior body repairs and ensure that here are no missing or poorly installed body plugs in the floor pan and engine area bulkhead. Verify that the lift gate seal has proper fit/contact pattern and the lift gate plugs are in place in the drain holes. Use Rotunda 134-0135 Leak Detector to locate leak points/seal openings. Selecting Fresh Air HVAC mode will increase cabin pressures which may assist with diagnostics to help reduce the overall concern. If the TSB is properly completed and no concerns with the related inspections are found, please be advised that this

concern is currently under investigation and to monitor OASIS for updates.

CONCER **09/15/2015 09:23AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE**

checked as advised customer is stating that now that odor is getting worse and making them sick to smell it have to roll down windows to drive vehicle

RECOMM **09/15/2015 10:25AM MICHAEL TOMLINSON MSS - FCSD - TECH SVC HOTLINE**

Angie, When you have a concern alleging an accident, injury, and/or property damage has occurred due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

-**U.S. Dealerships** should complete a **Dealer/Fleet Request for OGC Review** found on FMCDealer.com - Parts & Service Tab - Customer Satisfaction link.

NOTE: The Technical Service Hotline will not be able to provide further assistance with this issue until after the OGC review.

ADD-ON **09/15/2015 10:25AM MICHAEL TOMLINSON MSS - FCSD - TECH SVC HOTLINE**

Consulted Joe Frederick of EH Team about giving OGC response Article ISM 1207003 REPORTED FIRE, ACCIDENT, INJURY, PROPERTY DAMAGE &/OR BURN HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT

CONCER **09/18/2015 01:35PM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE**

Outbound call made to Angie. Angie indicated that Tom was the technician working on the vehicle and transferred the call to Tom. Tom indicated that the older TSB was performed and the new TSB was performed once released (including reprogramming the HVAC module). While riding in the vehicle, Tom heard an air leak from the lift gate area. The lift gate was adjusted inward and the seal was replaced to prevent any air entry into this area of the vehicle. The customer has called stating that the odor is still present, but is unclear if the odor is present while in fresh air or in recirculated air mode. Some 2011-2015 Explorer vehicles may exhibit a repeat customer concern of exhaust odor inside the vehicle after TSB 14-0130 has been completed. If this is verified, ensure that TSB 14-0130 has been completed correctly, and verify the following: Pressure Test Procedure Using masking tape, seal the rear air extractors and areas. It is not necessary to mask the rear lip molding for vehicle that do not have the rear lip molding removed Start vehicle, set A/C to fresh air mode and set blower speed to max. Close all doors and ensure windows are fully closed. Use soapy water in a spray bottle to help locate air leaks. Spray around the following areas: Under body seams Under body rubber grommet Rear wheel well seams Rear tail light seams Rear deck lid seals Side panel glass seals License plate area Air leaks can be identified by the presence of air bubbles. Mark all areas identified to have air leaks. Turn off A/C Turn off vehicle Clean and dry all areas marked earlier Seal using Motorcraft seam sealer TA-2 Allow sealant to dry and retest (May take up to 20 minutes) Remove the masking tape used in step (a) of the pressure test Inspect the air extractors for possible damage or improper sealing. Inspect for evidence of body repairs and ensure that there are no missing or poorly seated body plugs in the floor pan or engine compartment bulkhead. If any are found to be missing they should be replaced. If they are leaking, they can either be replaced or they can be sealed using the TA-2 sealer. Verify the lift gate seal for damage and proper fit/contact pattern. Ensure that the lift gate plugs are in place in the drain holes. Using the IDS service tool enter Module Programming and attempt to reflash the HVAC module to the latest calibration, making sure that the IDS is connected to the internet. Technicians in North America should answer the HVAC programming question with a 'YES' to ensure they get the latest calibration.

PE16-008 000025 LC

A later HVAC calibration may be available if TSB 14-0130 was completed before 7/7/15. Note: Selecting Fresh Air HVAC mode will increase cabin pressures which may assist with diagnostics and can help to reduce the overall concern. The warranty assistance center contact number should be used for warranty claims submission.

RECOMM **09/18/2015 01:35PM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE**

Tom,

Per our conversation, the location of the odor will help determine if the odor is related to exhaust or the PTU. Even though you have inspected the PTU and found that it is not leaking or venting, the PTU can still create an odor similar to an exhaust odor. If the odor is present at slow speeds or with the windows open at a stop, the PTU should be replaced.

If the PTU is not creating the odor, the quarter panel seals near the wheel wells should be inspected. An air leak in this area can cause the exhaust odor to enter the vehicle during the swirling effect on acceleration. Please also inspect the under body seams, under body rubber grommet, tail light seams, side panel glass seals, and license plate area. Please seal any air leak in this area.

CONCER **09/30/2015 07:48AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE**

pressure tested vehcle and resealed 2 plugs above exhaustreturned to customer he drove for a few days and is conserned he is smelling fumes what next

RECOMM **09/30/2015 10:30AM ZACHARY SUTTON MSS - FCSD - TECH SVC HOTLINE**

Angie, If the customer is still stating that the exhaust smell is still present it is recommended duplicate the concern and determine under what condition the smell occurs. If the smell is only under acceleration and recirculation A/C mode the slight vacuum inside the vehicle may be drawing the odor inside. Completely tape off the air extractors and re-evaluate. If the smell is no longer present inspect them for damage and improper sealing. Replace as necessary. Advise the customer that selecting the fresh air mode on the A/C system will slightly pressurize the cabin and help prevent the odor from entering the vehicle. We have escalated this concern to the Technical Service Hotline
s Escalated Handling Team for additional review. A Service Engineer from this team will contact you by phone or through this Hotline Assistance Request within one (1) business day to provide additional information and/or recommendations to assist in the resolution of the customer
s concern. Our team at the Hotline will continue to work with you and your Dealership to help get the concern resolved and the vehicle back to the customer in a timely manner. If the Escalated Handling Team is still unable to assist you in resolving the customer
s concern through these additional steps, the Hotline will alert your Field Service Engineer by opening a Technical Assistance Request. Please be prepared to discuss all diagnostics performed and test results with the Technical Service Hotline Service Engineer in more detail. Thank you in advance.

ADD-ON **09/30/2015 10:30AM ZACHARY SUTTON MSS - FCSD - TECH SVC HOTLINE**

Note to EH: Vehicle concern since July 21 for an exhaust smell after TSB 14-013 has been performed. The liftgate has been adjusted, HVAC module reprogrammed, and 2 plugs above the exhaust have been resealed. Customer continues to state the smell is still present. Consulted Travis Polnasek and was advised to escalate due to technical progress.

ADD-ON **09/30/2015 10:30AM ZACHARY SUTTON MSS - FCSD - TECH SVC HOTLINE**

Reason For Escalation: Technical Progress

PE16-028-000026 LC

CONCER **10/02/2015 11:22AM KAREN SHEAHAN MSS - FCSD - TECH SVC HOTLINE**

Outbound call to Angie and confirms that all inspections performed the odor is still present.

RECOMM **10/02/2015 11:22AM KAREN SHEAHAN MSS - FCSD - TECH SVC HOTLINE**

Angie, From our review of this report with you over the phone, it has been determined that both the dealer and the Ford Technical Assistance Center has exhausted our resources in regards to the odor concern on this vehicle. We have referred this concern to the Field Service Engineer (FSE) in your market area. The FSE should contact you and/or the Dealership management (Service Manager or Service Director) within one (1) business day to discuss further recommendations. If the FSE does not contact you directly, please consult with your Dealership management to discuss further recommendations and steps to assist in the resolution of this vehicle concern.

ADD-ON **10/02/2015 11:22AM KAREN SHEAHAN MSS - FCSD - TECH SVC HOTLINE**

TAR due to lack of progress

TAR **10/02/2015 12:32PM KAREN SHEAHAN MSS - FCSD - TECH SVC HOTLINE**

NOTE TO FSE: WE HAVE ESCALATED THIS CONCERN DUE TO LACK OF PROGRESS WITH AN ODOR ON ACCELERATION ON A 2014 EXPLORER. THE DEALER HAS PERFORMED THE TSB 14-0130 AND THE ODOR REMAINED PRESENT, THEREFORE THEY HAVE ALSO PRESSURIZED THE CABIN WITH THE DUST AND WATER LEAK PROCEDURE IN SECTION 501-00 OF THE ONLINE WORKSHOP MANUAL. THE SOAP AND WATER TEST AT ALL SEAM AREAS LISTED IN THE ISM AND CAN NOT FIND A LEAK OR CAUSE OF THIS ODOR. THIS VEHICLE IS NOT CURRENTLY AT THE DEALER, THIS VEHICLE HAS BEEN OUT OF SERVICE APPROXIMATELY 28 DAYS, THIS WILL BE APPROXIMATELY 3RD ATTEMPT TO REPAIR THIS ODOR CONCERN.

AUDIT **10/02/2015 12:32PM KAREN SHEAHAN MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 28318 CHANGED TO 28318 M BY KSHEAHAN

Requester: ATAYLO29 12-Oct-2015

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: FCVWS962

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PE16-008 000027 LC

Report# :	F7UHS001 NHL			**Received:**	07/21/2015
CCRG/EPRC:S		**Reviewed Status:**		**Date:**	
Vehicle:	2014,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D86EG[redacted]			**Build Date:**	11/01/2013
Odometer :	28,318	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 07452 Jenkins Ford, Inc.			**Phone#:**	304-472-1700
City:	Buckhannon	**State:**	West Virgini	**Country :**	USA

Originator: ANGIE KIMBLE
Symptom: 1 14 2 02 COMF/ENT,INTERIOR ODOR ,CHEMICAL,ALWAYS
Status:
VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S
Additional Symptom: ODOR AFTER TSB 14-013
Fix: **Causal Component :**
Condition Code:

Hotliner: BMAJORS3 **Phone:** **Regn Cd:** G4 Pittsburgh
Engineering: **Phone:** **TAR:**
Dlr Contact: ANGIE KIMBLE **Phone:** **Title Cde:** SW

KOEO:
KOEC:
KOER:

CONCER **07/21/2015 01:55PM BRANDON MAJORS MSS - FCSD - TECH SVC HOTLINE**

Web Form Data Description of Vehicle Concern: customer states that he can smell in the cabin of the vehilce Please list any diagnostics already performed: checked for oasisi and performed tsb 14-013 Parts Replaced: tsb 14-013 Your Question: performed tsb and customer drove a few days and called back stating oder still there what next?

RECOMM **07/21/2015 01:55PM BRANDON MAJORS MSS - FCSD - TECH SVC HOTLINE**

Angie, With TSB 14-0130 already being performed and the customer still experiencing the exhaust odor it is recommended to verify that the TSB has been completed correctly. It is also suggested to verify proper body sealing as outlined in the workshop manual section 501-00 Body System > General Information. Inspect the air extractors for proper sealing and that there isn't any damage, also inspect the steering column shaft rubber boot seal. Check for any evidence of prior body repairs and ensure that here are no missing or poorly installed body plugs in the floor pan and engine area bulkhead. Verify that the lift gate seal has proper fit/contact pattern and the lift gate plugs are in place in the drain holes. Use Rotunda 134-0135 Leak Detector to locate leak points/seal openings. Selecting Fresh Air HVAC mode will increase cabin pressures which may assist with diagnostics to help reduce the overall concern. If the TSB is properly completed and no concerns with the related inspections are found, please be advised that this

concern is currently under investigation and to monitor OASIS for updates.

CONCER **09/15/2015 09:23AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE**

checked as advised customer is stating that now that odor is getting worse and making them sick to smell it have to roll down windows to drive vehicle

RECOMM **09/15/2015 10:25AM MICHAEL TOMLINSON MSS - FCSD - TECH SVC HOTLINE**

Angie, When you have a concern alleging an accident, injury, and/or property damage has occurred due to an alleged product defect, pursuant to the Warranty and Policy Manual, no repairs should be performed. See below:

-**U.S. Dealerships** should complete a **Dealer/Fleet Request for OGC Review** found on FMCDealer.com - Parts & Service Tab - Customer Satisfaction link.

NOTE: The Technical Service Hotline will not be able to provide further assistance with this issue until after the OGC review.

ADD-ON **09/15/2015 10:25AM MICHAEL TOMLINSON MSS - FCSD - TECH SVC HOTLINE**

Consulted Joe Frederick of EH Team about giving OGC response Article ISM 1207003 REPORTED FIRE, ACCIDENT, INJURY, PROPERTY DAMAGE &/OR BURN HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT

Requester: ATAYLO29 16-Sep-2015

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCVWS962

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FE16-00B-000029 LC

From: DCPFORM, FMCDealer (.)
Sent: Tuesday, September 15, 2015 4:20:10 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: ANGIE@JENKINSFORD.COM
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review
DEALER INFORMATION:
Dealership Fleet Name: Jenkins Ford, Inc.
Requesting Dealer Fleet: JENKINS FORD
PA Code: 07452
Contact Person: ANGIE
Title: WARRANTY ADMIN
Phone Number: 3044721700
Fax Number: 3044731409
Email: ANGIE@JENKINSFORD.COM
Region: PITTSBURGH
Address: 8 BILLINGSLEY DR
City: BUCKHANNON

State: West Virginia
Zip Code: 26201
CUSTOMER VEHICLE INFORMATION:
WSD: 02/04/2014
Vehicle Year: 2014
Vehicle Model: EXPLORER
Vehicle VIN: 1FM5K8D86EG[redacted]
Mileage: 35112
customer Fleet [redacted]
Street Address: [redacted]
City : BELINGTON
State : West Virginia
Zip Code : [redacted]
Home Phon [redacted]
Work Phon [redacted]
Customer Region: BARBOUR
DETAILS OF INCIDENT:
Medical Attention Sought
Date of Incident: 2015-09-12
County incident occurred: PRESTON
Is customer alleging a component defect CAUSED the incident? YES
Details: CUSTOMER STATES THAT EXHAUST ODOR IS COMING INTO VEHICLE AND THAT HIS GRAND SON HAD GOTTEN SICK FROM RIDING IN THE REAR OF THE VEHICLE AND THAT THE SMELL IS GEETING WORSE CHILD GOT NAUSES AND A HEAD ACHE WHILE RIDING IN THE VERY LAST ROW OF SEATS HAD TO BE MOVED FORWARD IN THE VEHICLE THIS CHILD RIDES IN THE REAR OF LIKE VEHICLE ALL THE TIME IN THE SAME SEATING
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: BARBOUR COUNTY
Attorney information:
CVO Contact:
Resolution Customer is seeking: CUSTOMER WOULD LIKE VEHICLE REPAIRED AND CONCERN RESOLVED HOT LINE NUMBER 108915573 WE HAVE REPALCED WEATHER STRIPPING AND FOLLOWED TECH LINE PROCEDURES AS REQUESTED
Comments: CAN WE RESOLVE THIS CONCERN TECH LINE STATES WORKING ON A FIX

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Fleet Request for Office of the General Counsel Review

Email the completed form to Jessica Clark @ jclar401@ford.com

Date: 11/24/15 Case #:_____

Supporting documents included in fax? (circle one) **Yes or No** (#Pages__1__)

FLEET INFO

Fleet Name: [redacted] Contact: Richard Sweepe

[redacted] Title: Fleet Manager

Phoenix, AZ [redacted] Phone: [redacted]

Is this a Fleet Managed vehicle? (circle one) **Yes** or **No** **NO**

If yes, please provide the following:

MANAGED FLEET INFO

Fleet Name:_____ Contact:_____

Address:_____ Title:_____

_____ Phone:_____

Who will be the single point of contact? Primary Fleet contact person or Managed Fleet Contact Person

*****There Can Only Be One Single Point of Contact For A Claim *****

VEHICLE INFORMATION

Vehicle Year: 2013 Vehicle Model: Police Interceptor-Utility

VIN: 1FM5K8AR3DG[redacted] Warranty Start Date: 6/28/13

CURRENT VEHICLE LOCATION

Name of Business or Dealer: Rodeo Ford

Address: 13680 W Test Dr, Goodyear, AZ 85338

Contact: Darren Smith Title: Service Manager

DETAILS OF INCIDENT

Incident Involves:

☐ Accident ☐ Fire ☐ Injury ☐ **Medical Attention Sought-XX**

Description of Incident: **Police Officer complained of dizziness, suspected Carbon Monoxide ingestion. See report.
** Do not request investigation if repairs have been completed.

Was a Police/Fire report made? (circle one) **Yes** or No

What is the alleged defect: Faulty exhaust system

Has the alleged defective part been repaired or replaced? (circle one) **Yes** or **No**

What was the **city**, **state** and **date** of occurrence: 11/17/15. Milepost 203, Interstate I-10-Casa Grande, AZ

What was the mileage at time of occurrence: 46877

List all after market additions or modifications that were made to the vehicle

Trailer Hitch, normal Police Equipment.

Was the engine running? (circle one) **Yes** or **No**

Were the keys in the ignition? (circle one) **Yes** or **No**

Has an insurance company been advised of this incident? Yes **No**

If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

_____

FORD FLEET REPRESENTIVE CONTACT

Name: Dan Johnson CDS ID: djohns19@ford.com

Phone:602-790-8598 Fax:888-226-4070

ATTORNEY INFORMATION

Attorney Involved? (circle one) **Yes** or **No**

If yes, Attorney's Name: _____ Phone #: _____

ADDITIONAL COMMENTS/INSTRUCTIONS: Vehicle is at Rodeo Ford. I advised dealer to attempt no diagnosis or repairs until further notice. AZ DPS Incident report is included in email.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

OFFENSE / INCIDENT / ALCOHOL REPORT

See G.O. 4.1.10, *Use of Force*

☐ Offense Report ☒ Incident Report ☐ Alcohol Report

DR NUMBER: 2015-052450

Yes	No	
☐	☒	Completed *Use of Force* form (DPS 802-04235)
☐	☒	Attached original *Use of Force* form (DPS 802-04235)
☐	☒	Copies of *Use of Force* form (DPS 802-04235) and *Offense/Incident/Alcohol Report* (DPS 802-04084) forwarded to Operational Training

REPORTED DATE	TIME	TYPE OF OFFENSE/INCIDENT	ARS CODE	JURISDICTION
11/17/2015	1930	Employee Injury	N/A	N/A

OCCURRED DATE	TIME	LOCATION OF OCCURRENCE (Mile Post / Street, etc.)	CITATION NUMBER(S)
11/17/2015	1930	Interstate 10 Milepost 203	N/A

LOCATION OF ARREST (Mile Post / Street, etc.)	ARREST DATE	TIME	LOCATION BOOKED OR REFERRED TO
N/A			N/A

☒ VICTIM ☐ SUSPECT	SOCIAL SECURITY NO.	DRIVER'S LICENSE NO.	STATE	☒ OPERATOR ☐ COMMERCIAL	SUSPENDED/REVOKED	COLLISION	FATALITY
			AZ		☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No

NAME LAST	FIRST	MI	☒ Male ☐ Female	WEIGHT	HEIGHT	EYES	HAIR	ORIGIN
[redacted]	[redacted]	D		150	603	Bro	Bro	W

BIRTHDATE	PLACE OF BIRTH	RESIDENTIAL STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]	N/A	[redacted]	Casa Grande	AZ	[redacted]

RESIDENCE PHONE NO.	EMPLOYER NAME	STREET ADDRESS	CITY	STATE	ZIP CODE
[redacted]	AZ DPS	Same as Above			

SUSPECT VEHICLE

LICENSE NO.	EXP DATE (mm/yy)	STATE	YEAR	MAKE	MODEL/TYPE	COLOR	VEHICLE IDENTIFICATION NO	VEHICLE TOWED	REGISTERED OWNER
[redacted]	12/16	AZ	13	For	Exp	Wht		☐ Yes ☒ No	☐ Yes ☒ No

VICTIM VEHICLE

LICENSE NO.	EXP DATE (mm/yy)	STATE	YEAR	MAKE	MODEL/TYPE	COLOR	VEHICLE IDENTIFICATION NO.	VEHICLE TOWED	REGISTERED OWNER
								☐ Yes ☐ No	☐ Yes ☐ No

ASSET PROPERTY: ☐ Vehicle ☐ Currency ☐ Real Property ☐ Personal Property ☐ Other

VICTIM NOTIFICATION: ☐ Notification Completed (forms attached) ☐ Not Applicable

OTHER INVOLVED PERSONS: V = Victim S = Suspect P = Passenger W = Witness N = Next of Kin PR = Person Reporting IL = Investigative Lead

CODE	NAME: LAST, FIRST, MI	STREET ADDRESS	CITY	STATE	ZIP CODE	PHONE NO.

NARRATIVE (Brief Synopsis of Incident)

On 11/17/2015 at approximately 1935 hours Trooper [redacted] noticed a moderate odor of exhaust fumes inside the patrol vehicle. He began having symptoms that were consistent of carbon monixide exosure including dizziness, headache, and euphoria. Trooper [redacted] notified me and stated that he has noticed for about a week and a half that everytime he entered his vehicle he began to feel sick. He traveled to Casa Grande Fire Station #502. Firefighters placed an instrument that tests particulate matter in the air inside the vehicle. The results on the instrument indicated carbon monoxide was present with in the vehicle. I sent Trooper [redacted] to the Fire Station so that he could transport Trooper [redacted] to Banner Casa Grande Medical Center. I arrived at the hosptial and learned Trooper [redacted] was given oxygen and a blood test. Test results return positive for trace amounts of carbon monoxide. Trooper [redacted] was discharged with no further complications and was transported home by Trooper [redacted].

MIRANDA RIGHTS

☐ Pending

CLOSED BY:

☐ Arrest

☒ Other

Yes	No		Yes	No	
☐	☐	Do you understand these rights?	☐	☐	Juvenile was advised that the juvenile may be remanded to Adult Court?
☐	☐	Will you waive these rights?			
☐	☐	Subject was read warnings at (time): _____	☐	☐	Parent or juvenile parole/probation officer was contacted at (time):
☐	☐	Subject was informed of the offense(s) for which he/she was arrested?			

OFFICER NAME	BADGE NO.	LOCATION CODE	REVIEWING SUPERVISOR SIGNATURE	DATE SIGNED
[redacted]	7468	23060200	X [redacted]	11/22/15

DISTRIBUTION: ORIGINAL: DEPARTMENT RECORDS COPY 2: PROSECUTOR COPY 3: WORKING COPY

DPS 802-04084 (Rev. 01-2007) Word Revision (01-2012)





Case Print Report

Case Number [redacted]

Case Opened Date 10/8/2013 11:07 AM

Case Closed Date 10/9/2013

Case Status Resolved

Case Last Modified 10/9/2013 9:43 AM

Responsible Team Tier 2 CCT

Case Classification Dealer - Vehicle Concern > Warranty Service Loaner Request

Customer Name [redacted]

Customer Number [redacted]

[redacted]

PORTAGE IN [redacted]

Email [redacted]

Dealer Art Hill Ford Lincoln

VIN 1FM5K8D82DG[redacted]

Year 2013 **Make** FORD

Model EXPLORER **Body Style** K8D - XLT 4WD 4-DR

Symptom

Level 1 Driving Performance

Level 2 Idle Quality

Level 3 Not Listed

Level 4 OTHER

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Agent Name	Note Created On
CRM Admin Team	10/8/2013 11:09 AM

"By Timothy Schafer" - CUSTOMER IS IN HAVING AN ISSUE WITH EXHAUST FUMES INSIDE THE VEHICLE
WHILE DRIVING. WE HAVE PERFORMED TSB 12-12-4. WE RELEASE THE VEHICLE AND CUSTOMER HAS RETURNED WITH SAME ISSUE. WE ARE IN CONTACT WITH HOTLINE BUT ARE AT A STAND STILL. DOUBLE CHECKED TSB AND ALL IS OK. WAS TOLD TO MONITOR OASIS AND FORD IS AWARE OF THE ISSUE. CUSTOMER CAN NOT DRIVE THE VEHICLE AND THE KIDS ARE GETTING SICK WHEN IT IS DRIVEN

Ronald Powell 10/9/2013 8:58 AM

csm rpowel62
please follow hotline recommendations and contact OGC using the appropriate steps
obc to s.m. advising same and issue is considered closed pending OGC interaction

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Ronald Powell	10/9/2013 9:43 AM	fmc_closecase	astorga case refered to ogc
Ronald Powell	10/9/2013 9:43 AM	incidentresolution	Case Resolution

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Case Opened Date 10/14/2013 2:28 AM

Case Closed Date 10/18/2013

Case Status Resolved

Case Last Modified 10/18/2013 4:30 PM

Responsible Team Tier 1 Email

Case Classification Vehicle Concern > Repair Assistance > CCT Criteria

Customer Name [redacted]

Customer Number [redacted]

[redacted]

PORTAGE IN [redacted]

Email [redacted]

Dealer Art Hill Ford Lincoln

VIN 1FM5K8D82DG[redacted]

Year 2013 **Make** FORD

Model EXPLORER **Body Style** K8D - XLT 4WD 4-DR

Symptom

Level 1 Comfort & Entertainment

Level 2 Interior Odor

Level 3 Chemical

Level 4 OTHER

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Agent Name	Note Created On
Maureen Torrate	10/14/2013 11:20 AM

CAS[redacted]
**********O
CUST SAYS
- 2013 EXPLORER XLT I PURCHASED IN LATE 2012
- SMELLED A BURNING/EXHAUST SMELL IN THE CABIN
- CHILDREN KEPT COMPLAINING ABOUT FEELING ILL EVERY TIME GOING ON AN EXTENDED DRIVE
- SMELL WAS WITH THE AIR METER AND COME TO FIND OUT IT IS A CO LEAK - - IT MEASSURED 10-15 PPM OVER A 60 MIN DRIVE
- HAS BEEN AT THE DEALER 3 TIMES AND IT IS GOING ON OVER 7 DAYS VEH SITTING AT THE DLRSHP FOR REPAIR
- DLRSHP HAVE BEEN GREAT AND DONE EVERY THING THEY CAN AND KEPT CUST UP TO DATE.
- WOULD LIKE THIS ISSUE RESOLVED A SOON AS POSSIBLE
**********O
DLRHSP INFO
ART HILL FORD LINCOLN
901 WEST LINCOLN HWY
MERRILLVILLE, IN 46410
(219) 738-5300
**********O
PHRASEOLOGY
VEHICLE CONCERN > REPAIR ASSISTANCE > CCT CRITERIA (TIME/MILES)

I WILL ESCALATE YOUR CASE/REQUEST TO OUR FORD REGIONAL CUSTOMER SERVICE MANAGER WHO WORKS DAILY WITH YOUR DEALERSHIP'S MANAGEMENT TEAM (HIS/HER NAME IS.....). THE FORD REGIONAL CUSTOMER SERVICE MANAGER HAS ACCESS TO ALL FORD RESOURCES AND WILL USE THESE RESOURCES TO ASSIST YOU AND YOUR DEALERSHIP REGARDING YOUR SITUATION. THE FORD REGIONAL CUSTOMER SERVICE MANAGER WILL RECEIVE THE INFORMATION YOU HAVE JUST PROVIDED ME AND WILL DO A THOROUGH REVIEW ON YOUR BEHALF. YOU CAN EXPECT A PHONE CALL FROM YOUR CUSTOMER SERVICE MANAGER WITHIN 2 BUSINESS DAYS.
********O
CRC ADV
SENT CUST MODIFIED PHRASEOLOGY

Ronald Powell 10/15/2013 12:35 PM

csm rpowel62
case review
ltv a/z
wsd is 9/12/2012
mileage is 156

CASE HAS BEEN REFERRED TO OGC FOR HANDLING PER GCQIS REPORT DJBC8007

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Ronald Powell 10/15/2013 3:47 PM

csm rpowel62
case reviewed with com
per com case will be reffered back to tier one for ogc case handling
per original documentation
cust smelled exhaust in cabin
used an air meter and found an emissions leak -- and the leak has made his children ill

obc to cust
[redacted]
to advise of ogc handling
unable to contact
v.m. left and csm will follow up wed 10-16

Ronald Powell 10/17/2013 1:57 PM

obc to cust
[redacted]
to advise of ogc handling
unable to contact
v.m. left and csm will follow up Fri 10-18

Ronald Powell 10/17/2013 2:49 PM

inb call from cust
cust confirms that the veh fumes have made his wife and children sick
has caused a variety of repertory illnesses
csm advised that issue has been referred to our office of general council and cust should be contacted in 10-15 business days
issue is considered closed at this time

Ronald Powell 11/4/2013 4:20 PM

inb call from cust
-- cust asking for case status
-- csm advised issue has been referred to ogc
-- cust asked for contact information and was provided address for ogc
-- csm advised that all contact with them is by mail
-- csm recommended including case number and vin in correspondence

Ronald Powell 12/4/2013 12:04 PM

case reviewed with s.m .
-- s.m. advises no one has communicated with him as to next steps and veh is at dealership for over 30 days
-- csm sent note to com asking for ogc update

Ronald Powell 12/4/2013 2:58 PM

email response and an injury letter was sent from OGC on 10-10-13 and to date there has been no response

issue remains closed and referred to OGC pending further action by customer

Case Print Report

Case Numbe[redacted]

Case Print Report

Case Number [redacted]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	10/14/2013 11:25 AM	email	Vehicle Service Issues
FordCRMAppUserAccount CRM	10/14/2013 11:25 AM	email	Ford Motor Company CRM:07502000000511
SYSTEM	10/14/2013 5:45 PM	email	RE: Ford Motor Company CRM:07502000000511
Ronald Powell	10/15/2013 3:47 PM	fmc_transferescalate	Transfer / Escalate
Ronald Powell	10/17/2013 1:59 PM	fmc_schedulefollowup	10-16
Ronald Powell	10/18/2013 4:30 PM	incidentresolution	Case Resolution
Ronald Powell	10/18/2013 4:30 PM	fmc_schedulefollowup	10-18 follow up
Ronald Powell	10/18/2013 4:30 PM	fmc_closecase	Close Case

Case Print Report

Case Number [redacted]

Case Print Report

Case Number CAS[redacted]

Case Opened Date 12/26/2013 9:44 AM

Case Closed Date 2/3/2014

Case Status Resolved

Case Last Modified 2/3/2014 11:35 PM

Responsible Team Tier 3 DRP

Case Classification Consumer Intervention > DRP/BBB > DRP-Vehicle Repurchase/Replacement Request

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CHICAGO [redacted]

Email

Dealer Art Hill Ford Lincoln

VIN 1FM5K8D82DG[redacted]

Year 2013 **Make** FORD

Model EXPLORER **Body Style** K8D - XLT 4WD 4-DR

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number CAS-[redacted]

Case Print Report

Case Number CAS-[redacted]

Agent Name	Note Created On
Robert Gray	1/3/2014 8:46 AM
Robert Gray	1/3/2014 8:48 AM
Robert Gray TFOAM opened Dealer report request sent	1/3/2014 8:48 AM
Robert Gray	1/6/2014 10:59 AM
Robert Gray	1/13/2014 9:21 AM
Robert Gray Arb: Michael Jenuwine	2/4/2014 8:51 AM

Case Print Report

Case Number CAS-[redacted]

Case Print Report

Case Number CAS-3730187-L9X4M1

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
ford prdload1	12/27/2013 12:41 AM	incidentresolution	Closed Case
ford prdload1	2/3/2014 11:35 PM	fmc_closecase	Arbitration Decision-Denial
ford prdload1	2/3/2014 11:35 PM	fmc_bbbstatearbitrationsmallclaimprocessing	
ford prdload1	2/3/2014 11:35 PM	fmc_bbbstatearbitrationsmallclaimprocessing	RFF to BBB main FAX
ford prdload1	2/3/2014 11:35 PM	incidentresolution	Case Resolution
ford prdload1	2/3/2014 11:35 PM	fmc_bbbstatearbitrationsmallclaimprocessing	

Case Print Report

Case Number CAS-[redacted]

BBB AUTO LINE

February 18, 2014

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

February 3, 2014

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

February 3, 2014

MR [redacted]
CHICAGO IL [redacted]

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Mr. [redacted]:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

We have also enclosed an *Acceptance/Rejection Form* that must be used to accept or reject the decision. Please complete the form and return it to us so that we receive it in our office **within** 14 **days** from the date of this letter. We recommend that you call to confirm receipt of this form a few days after you send it to us.

You may either mail the form to:
3033 Wilson Blvd., Ste 600
Arlington, VA 22201
or
Fax it to 1.703.247.9700

Please do not make any changes or additions to the *Acceptance/Rejection Form* as we will consider that a rejection of the decision.

If you have any questions about the decision, or if I may be of help to you, please feel free to call me at 800.955.5100. You may also fax the signed form to me at 703.247.9700.

Sincerely,

Edith Newton at Extension 512

ACCEPTANCE OR REJECTION OF DECISION

Date: 02/03/14 Case Number: [redacted]

Customer: [redacted] State: IN

Business: Ford Motor Company

Mfr-Info: 6700 IN 1FM5K8D82DG[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

Denial Decision

Submitted Date: 02/03/14
FRD1333444
VIN: 1FM5K8D82DG[redacted]
Customer: Mr [redacted] - Hearing Date: 01/13/14
Arbitrator: Michael J. Jenuwine

Question 1
The customer's request (listed below) is denied.
Repurchase

CASE: FRD1333444
Arbitrator: Michael J. Jenuwine

Customer: Mr [redacted]
Date: 02/03/14

Reasons for Decision

Submitted Date: 02/03/14
FRD1333444
VIN: 1FM5K8D82D[redacted]
Customer: Mr [redacted] - Hearing Date: 01/13/14
Arbitrator: Michael J. Jenuwine

Question 1

Please state your decision and then explain why it is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

The Agreement to Arbitrate lists three separate issues that were submitted to arbitration: (1) Exhaust System; (2) Body and Trim; and (3) Electrical. As this was a documents-only arbitration, there was no test drive nor oral testimony taken by the arbitrator. An Inspection Report dated 1/20/2014 was provided from a Technical Expert.

Slightly over one year after the vehicle was purchased by Lumoria & Miguel Astorga, the 2013 Ford Explorer XLT was in for service at Art Hill Ford on September 23, 2013, at which time the vehicle's mileage was 11,191 miles. At that time, Mr. & Ms. Astorga reported smelling exhaust fumes, hearing a rattle at a mirror, and requested that the battery be tested and the tires be inspected. Service records indicate that the "Tested Battery Status Green" and "Tire Status Green" with 7/32 or greater of tread remaining. Based on records submitted, the "Electrical" issue is not a defect in material or workmanship. In terms of other issues, service records state that parts were ordered, and that "appt with body shop will have to be made." Service records further refer to "TSB 12-12-4," a technical service bulletin titled "Explorer Exhaust Odor In Vehicle." The Technical Service Bulletin lists parts that need to be ordered to address the exhaust issue, and those parts were listed as having been ordered, and covered under warranty in the Astorga's service records. No records indicated that repairs were ever attempted or completed on this vehicle.

In total, Mr. & Ms. [redacted] 2013 Ford Explorer was brought in to Art Hill Ford on one occasion. It is difficult to determine the days out of service because no records were submitted indicating any repairs made, or when the vehicle was returned to the [redacted] Documentation submitted for review does indicates a TSB specific to the exhaust problems reported, but no indication that the repairs outlined in TSB 12-12-4 have been attempted. Without further information concerning the result of the repair attempts, if any, it is impossible to determine whether there has been a reasonable opportunity for the manufacturer to repair the defects reported by the consumer.

On January 20, 2014, the Technical Expert, Stanley J. Urbanski (ASE-5334-0623) conducted an inspection of the vehicle while it was reportedly located at the residence of Mr. and Ms. [redacted] in Portage, Indiana. The Inspection Report evaluated the three problems outlined above: Exhaust System; Body & Trim; and Electrical - battery. In terms of the exhaust problems reported by the consumer, the technical expert indicated that the problem did not exist at the time of the inspection, stating "The vehicle was driven 11 miles. There were no exhaust leaks heard. There were no exhaust fumes. There was no abnormal noise from the exhaust." The technical expert further reported that no problem existed with regards to the Body & Trim rattle, stating "Test drive there was not rattle from any outside mirror or interior mirror." The technical expert additionally reported that no problem existed concerning the electrical system – battery, stating "The vehicle was test driven and stop and started several times and the engine starts every time. The Battery is oem and appears to be in good condition."

Based on careful deliberation and review of the evidence provided, including provisions of the Indiana Lemon Law, all submitted documentation, the repair and warranty history as well as the report of the inspector, there are no current non-conformities on Mr. and Ms. [redacted] 2013 Ford Explorer. There was no evidence provided to indicate that that any of the reported defects continue to exist at this time.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Question 3

Statistical Information:

We are required to track specific statistical information. If a repurchase/replacement is awarded under the lemon law please indicate:

a **Cumulative number of days the vehicle was out of service for all problems:**
UNK

b **Was final notice given to the manufacturer (YES, NO or N/A)?**
N/A

CAS[redacted] **Customer: Mr[redacted]**
Arbitrator: Michael J. Jenuwine **Date: 02/03/14**

BBB AUTO LINE

February 3, 2014

MR MICHAEL JENUWINE
725 HOWARD STREET
SOUTH BEND IN 46617

Re: a04 30147 FRD1333444 [redacted] vs Ford Motor Corporation
1FM5K8D82DG[redacted]

Dear Mr. Jenuwine:

We have received the technical expert's report requested after the arbitration hearing in the aforementioned case.

Enclosed you will find:

_____ The Technical Expert's Report

_____ Customer Comments to the Report

_____ Manufacturer Comments to the Report

_____ No Comments were Submitted from Either Party

Please review the information enclosed.

Please complete your Decision at www.auto.bbb.org/arbitrator within **three business days** from the date of this letter.

If you have any questions, please do not hesitate to call me at 1.800.334.2406. We thank you for your continued effort and interest in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

January 23, 2014

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Madam/Sir:

Enclosed are the technical expert's findings and credentials pursuant to the arbitrator's request. You may submit comments regarding both the findings and qualifications of the expert for the arbitrator's consideration.

The BBB AUTO LINE office must receive any comments **within four days** from the date of this letter. If your comments are received within this four-day period, they will be sent to the arbitrator together with the expert's report. If we do not receive your comments by that time, the technical expert's report will be sent to the arbitrator without your comments.

If the customer has any comments to make concerning the expert's report, and they are received by the BBB AUTO LINE within this same time frame, they will be sent to the arbitrator. You will also receive a copy for your information.

You may fax your comments to us at 703.247.9700, or call me at 800.334.2406 if you have any questions.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

January 23, 2014

MR [redacted]
CHICAGO IL [redacted]

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Mr. [redacted]:

Enclosed are the technical expert's findings and credentials pursuant to the arbitrator's request. You can submit comments regarding both the findings and qualifications of the expert for the arbitrator's consideration.

Please return your comments to the BBB AUTO LINE office so that we receive them **within four days** from the date of this letter. If your comments are received within four days, they will be sent to the arbitrator together with the expert's report. If we do not receive your comments by that time, the information will be sent to the arbitrator without your comments.

If the manufacturer has any comments to make concerning this expert's report, and they are received by the BBB within this same time frame, they will also be sent to the arbitrator. Anything sent to the arbitrator will also be sent to you for your information.

Your comments can be sent directly to us by fax at 703.247.9700. Please call me at 800.955.5100 if you have any questions.

Sincerely,

Edith Newton at Extension 512

DEKRA *Inspection Report*

DEKRA Automotive North America

4580 Market Street
Ventura, CA 93003
Office (800) 831-6907 Fax (805) 676-3443

Assignment Information

01091101S **Call Received** 1/9/2014 11:00 AM
Re-Inspect ☐ **Date Inspected** 1/20/2014

Client

BBB Auto Line
Adjuster J Herrera
Verbal Report Given To
DEKRA-JIM **Date** 1/20/2014 6:26 AM

Claim Information

Contract # FRD1333444 **File #**
Contract Holder [redacted]
Yr/Mk/Md 2013 Ford Explorer
Mileage: 11191 **VIN-Last 6** A92414

Vehicle Location

Residence
[redacted]
Portage, IN
Miques [redacted]
Verified Torn Down With **Labor Rate**
Miguel **Date** 1/20/2014 8:00 AM

Verified Vehicle Information

Complete VIN 1FM5K8D82DG[redacted]
Mileage 12387 **When sold**
License Tag [redacted] **Mfg Date** 07/12
License State IN **License Exp** 02-14

INSPECTION REQUEST

Please contact the vehicle owner to make the inspection appointment asap. Notify DEKRA of the inspection date.
Problem/ Symptom: Exhaust System carbon monoxide leak /smells exhaust fumes while driving
Does the problem/symptom exist?
What examinations or tests did you perform?
If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion. :

Problem/ Symptom: Body and Trim rattle at rear mirror
Does the problem/symptom exist?
What examinations or tests did you perform?
If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion. :

Problem/ Symptom: Electrical battery
Does the problem/symptom exist?
What examinations or tests did you perform?
If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion.

REPAIR ORDER **DATED** **Name on RO** **Driven/Towed**

COMPLAINT
NONE

SERVICE HISTORY **Service History Availability** Not available

No service history records were made available at the time of inspection

Service Stickers ☐ **Door Sticker Info** No door stickers were found

BODY **Model** EXPLORER **# Doors** 4 **Body Type** SUV **Options** A/C, P/B, P/S

TIRES

DEKRA Contract # FRD1333444

Mounted Tire Sizes		OEM Sizes	
Right Front 255-50-20	Left Front 255-50-20	Right Front 255-50-20	Left Front 255-50-20
Right Rear 255-50-20	Left Rear 255-50-20	Right Rear 255-50-20	Left Rear 255-50-20
Spare		Spare	

After Market Wheels ☐

MODIFICATIONS

Modification	Type of Modification
☐	Body:
☐	Engine:
☐	Interior:
☐	Suspension:
☐	Other:

Commercial Use ☐ No evidence of commercial use

ENGINE TYPE 3.5 Twin Overhead Cam, 24 Valve, EFI, V6

TRANSMISSION TYPE Automatic, All wheel drive

CONDITION OF VEHICLE **General Condition** Good

Signs of Abuse No signs of abuse **Signs of Collision** No signs of collision

Tow Package No towing equipment

ENGINE OIL **Oil Level** Full **Oil Condition** Clean

BELTS/HOSES **Condition** Old/Good **Hose/Belt Comments**

RADIATOR **Condition** Good **Rust** No rust is visible **Reservoir** Clean

COOLANT **Level:** Full **Condition** Clean

TRANSMISSION FLUID **Oil Level** Full **Oil Condition** Clean

Drive Axle Fluid Not available **Freeze Plug Condition** Good

State Of Assembly

Fully assembled

Problem/ Symptom: Exhaust System
Does the problem/symptom exist? NO
What examinations or tests did you perform? The vehicle was test driven 11 miles. There were no exhaust leaks heard. There were no exhaust fumes. There was no abnormal noise form the exhaust.
If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion. During the test drive.

Problem/ Symptom: Body and Trim rattle
Does the problem/symptom exist? NO
What examinations or tests did you perform? Test drive there was not rattle from any outside mirror or interior mirror.

If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion. During the test drive.

Problem/ Symptom: Electrical battery
Does the problem/symptom exist? No
What examinations or tests did you perform? The vehicle was test driven and stop and started several times and the engine starts every time. The Battery is oem and appears to be in good condition.
If the problem/symptom exists what is the likely cause?
Please explain how you reached this conclusion. During the test drive and visual inspection.

inspector Profile: Stanley J Urbanski
ASE Id: ASE-5334-0623
Automobile Technician
Engine Repair, exp 12/2017
Brakes, exp 12/2017

This inspection and the opinions expressed are exactly that, opinions. Many parts perform perfectly up until the moment of failure. Failure may occur suddenly and without any prior warning. Due to the cursory nature of the inspection, the location, the constraints, and the lack of diagnostic tools, the inspector, and/or DEKRA's Automotive Consultants, Inc. cannot accept liability for failures that may occur after the inspection has been completed.

Please be advised that the consumer has already rejected the offer referenced in the attached Manufacturer Response Form.

John D. Barker*
Attorney
Krohn & Moss, Ltd
10474 Santa Monica Blvd.
Suite 405
Los Angeles, CA 90025
(323) 988-2400 Ext. 252
(866) 431-5575 (fax)
E-mail: jbarker@consumerlawcenter.com
Web: www.krohnandmoss.com
We have moved to Suite 405 – Please update your records

BBB AUTO LINE
Council of Better Business Bureaus, Inc.
4200 Wilson Blvd, Suite 800
Arlington, VA 22203

To: Mr [redacted]

From:

Subject: 00290078

Message:



MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD133344
Customer Name: [redacted] **State:** Indiana
VIN: 1FM5K8D82DG[redacted] **Warranty Start Date:** 9-12-2012
Vehicle year/model: 2013 Explorer
Current mileage: 11,191 miles

Purchased: ☒ New ☐ Used (Miles/ Date) ☐ Leased (Terms)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warranties
Extended Service Plan: ☐ NO ☒ YES 84 month/60,000 mile Premium Care ESP
60 month /60,000 mile Premium Maintenance Care

SETTLEMENT INFORMATION
What, if anything, was offered to the customer to settle this dispute?

On 1-06-2014, Ford placed an offer with the BBB of An inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership. The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

Please indicate the customer's response below:
☐ The customer rejected the offer on:
☒ The customer has not indicated a response to the offer.

The Claim Form lists the following concern:

- Exhaust System
- Body and Trim
- Electrical

MANUFACTURER'S POSITION:
Ford Motor Company respectfully asks that our customer's request for a repurchase and/or replacement be denied.

It is apparent that our customer holds sincere concerns about the performance of the vehicle. However, mere dissatisfaction does not justify an award of a repurchase or replacement. In Indiana, it is the guidelines of the BBB Auto Line Program Summary set the criteria for such a remedy.

The requirements of the BBB Program Summary Guidelines state that each of the following three bullet points be satisfied in some way in order for the vehicle to qualify for the drastic step of replacement or **repurchase. The arbitrator may award a repurchase or replacement *only* if the arbitrator finds that the** claim meets the following conditions:

> • **The defect (s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles — whichever occurs first — after the vehicle's warranty start date; and**
>
> • **Either (1) the same defect was subject to repair four or more times *and continues to exist*, or** (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); **and**
>
> • The defect(s) *substantially* impairs the use, value, or safety of the vehicle to the reasonable consumer.

Ford has bolded the connecting "and" to show that all three bulleted points must be met in some way for a repurchase or replacement to be awarded.

It is the manufacturer's opinion that the vehicle has not received a substantial number of repairs for a single non-conformity (Four required with the issue continuing to exist), nor has the unit been out of service for an extended amount of time (30 days required).

Ford would note that the customer Claim Form (CCF) page 2, as well as the attorney's repair summary sheet list two repairs for the exhaust system and single repairs for body and trim and electrical.

Ford would argue that there has been a single repair attempt, with parts being ordered on the visit at 11,191 (09-23-2013) miles and installed when the vehicle returned on 10-2-2013. There has been a **single repair order submitted for the initial visit covering two days out of service.**

The attorney, in his repair summary, purports that this is an imminent safety concern. To quote from the **repair summary submitted by the attorney, "...made entire family ill and could have killed them..." Ford feels that such an allegation should render this case ineligible under the BBB Auto Line Summary guideline's section: Claims that are not eligible: Claims involving a vehicle defect if the customer alleges—either as a part of the BBB Auto Line Claim or at any other time-that the vehicle defect has** (1) ***caused bodily injury,*** **or (2) caused and accident or fire that resulted in damage to any vehicle or damage to property (italic added).**

The time quoted as out of service was made longer than need be due to a Ford Office of General **Counsel investigation initiated for that very reason. The family was in a rental vehicle for the time of** the investigation. Ford feels that the vehicle, properly ventilated, did not pose a concern as great as our customer contends. The issue needed to be addressed, but the vehicle, other than the legal concerns was **fully capable of being driven.**

Ford is seeking a denial in this case on the basis of both ineligibility under the guidelines, as stated above, and on the basis of not meeting the guidelines for number of repair attempts or time out of service. With the legal issues and the rental provided, Ford would also state that the vehicle has not **presented a *substantial* impairment to the safety, value or use of the vehicle,**

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ **Dealer Report**
- ☒ Other: Standard Claims List

List amount of any over allowance /negative equity: $1,500 Rebate

To: Edith Newton
BBB AUTO LINE

Completed by: Bob Gray
Fax: 866-433-7972

Date: Fax: 703-247-9700

Server: AWS Prod
Claims loaded through: 30-DEC-2013

2 WARRANTY REPAIRS

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 31-DEC-13
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DES	BODY CAB	TRK SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WHSE DATE	SELLING DEALER	SELL CNT	TIS	WOC	PREF	BASE	SHFT	VRT NA	VRT MDW	VPG	CCC	CD
1FM5K8D[redacted]	UR	DUB	F	T/WD	SRF	DF	AD	TKCG	TBCX	08-JUL-2012	12-SEP-2012	141022	USA	9	6Y05	*	MAINT	*	F09	SEX	V99	A99	82
AWS Claim Hdr: 1981964		Doc #: 46308804		Trn Code:			09805	Labor Hrs:		1.2	Labor Cost:			43.31	Material Cost:		48.32	Total Cost:		91.13			
Dlr-Cd-Sub-Cd: 01542-*		Name: ART HILL FORD LINCOLN					Plt:	219-7385300		St: IN	City Cd:	USA		Reg Cd:		NA	Repr Date: 03-JUL-2013			Mstr Wrnty: 2503			
Cust Comments: CUSTOMER REQUESTS A 7.5K MILE SERVICE																							
Tech Comments: CUSTOMER REQUESTS A 7.5K MILE SERVICE PERFORMED 7500 MILE SERVICE PER CUSTOMERS REQUEST																							

MAINT

VOL. RECALL

VIN	AWS VL	WERS VL	MKT DES	BODY CAB	TRK SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WHSE DATE	SELLING DEALER	SELL CNT	TIS	WOC	PREF	BASE	SHFT	VRT NA	VRT MDW	VPG	CCC	CD
1FM5K8D[redacted]	UR	DUB	F	T/WD	SRF	DF	AD	TKCG	TBCX	08-JUL-2012	12-SEP-2012	141022	USA	12	*	*	*	*	F09	SEX	V88	*	*
AWS Claim Hdr: 2003021		Doc #: 46305105		Trn Code:			13B04	Labor Hrs:		2.5	Labor Cost:			368.8	Material Cost:		883.33	Total Cost:		1294.13			
Dlr-Cd-Sub-Cd: 01542-*		Name: ART HILL FORD LINCOLN					Plt:	219-7385300		St: IN	City Cd:	USA		Reg Cd:		NA	Repr Date: 19-AUG-2013			Mstr Wrnty: 10400			
Cust Comments: 13B04 FUEL DELIVERY MODULE																							
Tech Comments: RECALL REPLACED FUEL PUMP MODULE AS INSTRUCTED																							

PROGRAM UPDATE (VOL. RECALL)

VIN	AWS VL	WERS VL	MKT DES	BODY CAB	TRK SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WHSE DATE	SELLING DEALER	SELL CNT	TIS	WOC	PREF	BASE	SHFT	VRT NA	VRT MDW	VPG	CCC	CD
1FM5K8D[redacted]	UR	DUB	F	T/WD	SRF	DF	AD	TKCG	TBCX	08-JUL-2012	12-SEP-2012	141022	USA	12	*	*	*	*	F09	SEX	V88	*	*
AWS Claim Hdr: 2018637		Doc #: 46305104		Trn Code:			12A04	Labor Hrs:		.3	Labor Cost:			11.3	Material Cost:		0	Total Cost:		11.3			
Dlr-Cd-Sub-Cd: 01542-*		Name: ART HILL FORD LINCOLN					Plt:	219-7385300		St: IN	City Cd:	USA		Reg Cd:		NA	Repr Date: 19-AUG-2013			Mstr Wrnty: 10400			
Cust Comments: 12A04 SYNC UPDATE																							
Tech Comments: RECALL PERFORMED SYNC UPDATE AS PER FSA INSTRUCTION																							

VIN	AWS VL	WERS VL	MKT DES	BODY CAB	TRK SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WHSE DATE	SELLING DEALER	SELL CNT	TIS	WOC	PREF	BASE	SHFT	VRT NA	VRT MDW	VPG	CCC	CD
1FM5K8D[redacted]	UR	DUB	F	T/WD	SRF	DF	AD	TKCG	TBCX	08-JUL-2012	12-SEP-2012	141022	USA	12	33B4	*	34B30	*	F05	SEX	V49	N18	42
AWS Claim Hdr: 2003021		Doc #: 46305102		Trn Code:			2	Labor Hrs:		1	Labor Cost:			104.32	Material Cost:		0	Total Cost:		104.32			

From: TA:10.100.0.2:54747,6193301898 To: M: Miguel Astorga Date: 1/13/2014 3:20:56 PM Page: 6/8
From: FAXmaker Date: 1/13/2014 1:37:48 PM Page: 5/7
PE16-008 000075 LC
From: TA:10.100.3.2[redacted] Ford Motor Company Date: 1/13/2014 8:20:12 AM Page: 6/8

Dlr-Cd-Sub-Cde:	08502-*	Name:	ART HILL FORD LINCOLN		Ph:	219-738-5300	St: IN	City Cde:	USA		Rep Cde:	NA	Repair Date:	19-AUG-2013		MIST[Mile]: 10400						
Cust Comments:	BEGINS WHINE NOISE TRANSMISSION WHINE NOISE GRM ACCELERATION ABOVE 30MPH BETWEEN 1-4 CAN HEAR IN CABIN WINDOWS ROLLED UP EVERYTHING OFF INCLUDING AC																					
Tech Comments:	TEST DROVE VERIFIED HIGH PITCHED WHINE NOISE BETWEEN 35-40 USING CHASSIS EARS TO THE POINT LED TO BRAKE LINE BUZZING CHECK OF TRANS OIL COOLER LINE REPOSITIONED AND RETEST DROVE NOISE NO LONGER PRESENT																					

[redacted]		TRUB	F	T/WD	REF	DF	AD	TXG	TKX	18-JUL-2012	03-SEP-2012	141882	USA	12	[redacted]		[redacted]		DA	F07	[redacted]	V05	.526	42
AWS Claim Hdr:	[redacted]	Doc #:	4636186		Tax Code:		2	Labor Hrs:	.3		Labor Cost:		31.3		Material Cost:		.36		Total Cost:		67.3		
Dlr-Cd-Sub-Cde:	08502-*	Name:	ART HILL FORD LINCOLN		Ph:	219-738-5300	St: IN	City Cde:	USA		Rep Cde:	NA	Repair Date:	19-AUG-2013		MIST[Mile]: 10400						
Cust Comments:	STATES REAR DRIVER SEAT BUCKLE IS MISSING A FLAP ADVISE																					
Tech Comments:	VERIFIED MISSING PART OF BUCKLE NEEDS REPLACE SEAT BELT BUCKLE																					

[redacted]		TRUB	F	T/WD	REF	DF	AD	TXG	TKX	18-JUL-2012	03-SEP-2012	141882	USA	12	7W04	*	15E601	*	F03	[redacted]	V05	C05	42
AWS Claim Hdr:	3885034	Doc #:	4636181		Tax Code:		2	Labor Hrs:	.2		Labor Cost:		20.86		Material Cost:		3.03		Total Cost:		23.89		
Dlr-Cd-Sub-Cde:	08502-*	Name:	ART HILL FORD LINCOLN		Ph:	219-738-5300	St: IN	City Cde:	USA		Rep Cde:	NA	Repair Date:	19-AUG-2013		MIST[Mile]: 10400						
Cust Comments:	CUSTOMER STATES FOB IN OF OSP IS FOR THE BATTERY SINCE THERE IS NOT A FOB PART NUMBER FOR THIS																					
Tech Comments:	OPERATE KEY FOB VERIFIED POOR PERFORMANCE WEAR SIGNAL BATTERY CHECKED LOW REPLACED AND RECHECK ALL OK																					

[redacted]		TRUB	F	T/WD	REF	DF	AD	TXG	TKX	18-JUL-2012	03-SEP-2012	141882	USA	13	7G09	[redacted]		A	F04	[redacted]	V53	E41	07
AWS Claim Hdr:	4525522	Doc #:	4638501		Tax Code:		E03	Labor Hrs:	1.9		Labor Cost:		158.21		Material Cost:		363.19		Total Cost:		561.4		
Dlr-Cd-Sub-Cde:	08502-*	Name:	ART HILL FORD LINCOLN		Ph:	219-738-5300	St: IN	City Cde:	USA		Rep Cde:	NA	Repair Date:	23-SEP-2013		MIST[Mile]: 11139						
Cust Comments:	CUSTOMER STATES WHILE DRIVING SMELLS EXHAUST FUMES SEE TSB 12-12-4																					
Tech Comments:	INSPECTED ORDERED PARTS APPT WITH BODY SHOP WILL HAVE TO BE MADE PARTS CAME IN AND TECH PERFORMED TSB, ALL OK AT THIS TIME																					

Any comments? You can contact

webmaster

From: TA.10.100.0.2:54747,6193301898 To: Mr Miguel Astorga
From: FAXmaker Date: 1/13/2014 3:20:56 PM Page: 7/8
Date: 1/13/2014 1:37:46 PM Page: 8/7

CT 970000 800-91EP
2014-Jan-13 01:37:46 PM From: TA.10.100.0.2:48841,3214351123 Page: 8/8
From: Ford Motor Company 800-551-65 Y Date: 1/13/2014 9:20:13 AM

BBB AUTO LINE

January 13, 2014

MR [redacted]
CHICAGO IL [redacted]

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Mr [redacted]

Enclosed is the manufacturer's written position. You have the opportunity to comment on the written position before it is forwarded to the arbitrator. Please read the enclosed and forward your comments to us so that we receive them **within four days from the date of this letter.**

After this time period both parties' initial positions and any comments received will be forwarded to the arbitrator for a decision to be rendered in this case. Only those responses submitted on time will be forwarded to the arbitrator.

If you have any questions, please contact me at 800.955.5100. You may either mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700.

Sincerely,

Edith Newton at Extension 512

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MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD133344
Customer Name: [redacted] **State:** Indiana
VIN: 1FM5K8D82DG[redacted] **Warranty Start Date:** 9-12-2012
Vehicle year/model: 2013 Explorer
Current mileage: 11,191 miles

Purchased: ☒ New ☐ Used (Miles/ Date) ☐ Leased (Terms)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warrantics
Extended Service Plan: ☐ NO ☒YES 84 month/60,000 mile Premium Care ESP
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SETTLEMENT INFORMATION
What, if anything, was offered to the customer to settle this dispute?

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- Electrical

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DOCUMENTATION PROVIDED

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- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☒ Other: Standard Claims List

List amount of any over allowance /negative equity: $1,500 Rebate

To: Edith Newton
BBB AUTO LINE

Completed by: Bob Gray
Fax: 866-433-7972

Date: Fax: 703-247-9700

Server: **AWS Prod**
Claims loaded through: **30-DEC-2013**

2 WARRANTY REPAIRS

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 31-DEC-13
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WOC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FM5K8D82DG[redacted]	U2	TAUB	F	TAWD	TAEF	TAF	AD	TACG	TAKX	18-JUL-2012	12-SEP-2012	141072	USA	9	6Y05	*	MAINT	*	F09	SXX	V99	A99	82
AWS Claim Key: 1983964	Doc #: 46002001		Trx Code:		0965S	Labor Hrs:		1.2	Labor Cost:		43.81	Material Cost:		42.32	Total Cost:		86.13						
Dlr Cd-Sub Cd: 01542-*	Name: ART HILL FORD LINCOLN				Ph:	219-7385300		St: IN	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:03-JUN-2013			DIST(Mile):7509						
Cust Comments: CUSTOMER REQUESTS A 7.5K MILE SERVICE																							
Tech Comments: CUSTOMER REQUESTS A 7.5K MILE SERVICE PERFORMED 7500 MILE SERVICE PER CUSTOMERS REQUEST																							
1FM5K8D82DG[redacted]	U2	TAUB	F	TAWD	TAEF	TAF	AD	TACG	TAKX	18-JUL-2012	12-SEP-2012	141072	USA	12	*	*	*	*	F09	SXX	V00	*	*
AWS Claim Key: 2943023	Doc #: 46345105		Trx Code:		13S04	Labor Hrs:		2.5	Labor Cost:		260.8	Material Cost:		113.33	Total Cost:		374.13						
Dlr Cd-Sub Cd: 01542-*	Name: ART HILL FORD LINCOLN				Ph:	219-7385300		St: IN	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:19-AUG-2013			DIST(Mile):10400						
Cust Comments: 13S04 FUEL DELIVERY MODULE																							
Tech Comments: RECALL REPLACED FUEL PUMP MODULE AS INSTRUCTED																							
1FM5K8D82DG[redacted]	U2	TAUB	F	TAWD	TAEF	TAF	AD	TACG	TAKX	18-JUL-2012	12-SEP-2012	141072	USA	12	*	*	*	*	F09	SXX	V00	*	*
AWS Claim Key: 3518637	Doc #: 46345104		Trx Code:		12A04	Labor Hrs:		.3	Labor Cost:		31.3	Material Cost:		0	Total Cost:		31.3						
Dlr Cd-Sub Cd: 01542-*	Name: ART HILL FORD LINCOLN				Ph:	219-7385300		St: IN	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:19-AUG-2013			DIST(Mile):10400						
Cust Comments: 12A04 SYNC UPDATE																							
Tech Comments: RECALL PERFORMED SYNC UPDATE AS PER FSA INSTRUCTION																							
1FM5K8D82DG[redacted]	U2	TAUB	F	TAWD	TAEF	TAF	AD	TACG	TAKX	18-JUL-2012	12-SEP-2012	141072	USA	12	3B01	*	7A030	*	F05	S11	V49	N13	42
AWS Claim Key: 2943022	Doc #: 46345102		Trx Code:		2	Labor Hrs:		1	Labor Cost:		104.32	Material Cost:		0	Total Cost:		104.32						

From: TA 10.100.0.2 48341 3214351123 Ford Motor Company 800-50[illegible]
Page: 5/6
Date: 1/13/2014 9:20:12 AM
PE16-008 000082 LC

Noise

Dlr Cd-Sub Cd:	01542-*	Name:	ART HILL FORD LINCOLN			Ph:	219-7385300	St: IN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:19-AUG-2013			DIST(Mile):10400							
Cust Comments:	ENGINE WHINE NOISE TRANMSISSION WHINE NOISE ONM ACCELERATION ABOVE 30MPH BETWEEN 1-4 CAN HEAR IN CABIN WINDOWS ROLLED UP EVERYTHING OFF INCLUDING AC																						
Tech Comments:	TEST DROVE VERIFIED HIGH PITCHED BUZZ NOISE BETWEEN 35-40 USED CHASSIS EARS TO PIN POINT LED TO BRAKE LINE BUZZING ON TOP OF TRANS OIL COOLER LINE REPOSITIONED AND RETEST DROVE NOISE NO LONGER PRESENT																						

SEAT BELT - REAR

1FM5K8D82DC[redacted]	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	18-JUL-2012	12-SEP-2012	141072	USA	12	6R01	BBSZ	7860045	DA	F07	S08	W05	S26	42
AWS Claim Key:	2945024	Doc #:	46345106		Trx Code:		2	Labor Hrs:		.3	Labor Cost:		31.3	Material Cost:		.36	Total Cost:		67.3				
Dlr Cd-Sub Cd:	01542-*	Name:	ART HILL FORD LINCOLN			Ph:	219-7385300	St: IN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:19-AUG-2013			DIST(Mile):10400							
Cust Comments:	STATES REAR DRIVER SEAT BUCKLE IS MISSING A FLAP ADVISE																						
Tech Comments:	VERIFIED MISSING PART OF BUCKLE NEC TO REPLACE SEAT BELT BUCKLE																						

FOB BATTERY

1FM5K8D82DC[redacted]	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	18-JUL-2012	12-SEP-2012	141072	USA	12	7W04	*	15K601	*	F03	S09	V19	C26	42
AWS Claim Key:	3185934	Doc #:	46345101		Trx Code:		2	Labor Hrs:		.2	Labor Cost:		20.86	Material Cost:		3.03	Total Cost:		23.89				
Dlr Cd-Sub Cd:	01542-*	Name:	ART HILL FORD LINCOLN			Ph:	219-7385300	St: IN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:19-AUG-2013			DIST(Mile):10400							
Cust Comments:	CUSTOMER STATES FOB INOP OSP IS FOR THE BATTERY SINCE THERE IS NOT A FORD PART NUMBER FOR THIS																						
Tech Comments:	OPERATE KEY FOB VERIFIED POOR PERFORMANCE WEAR SIGNAL BATTERY CHECKED LOW REPLACED AND RECHECK ALL OK																						

EXHAUST SMELL

1FM5K8D82DC[redacted]	U2	T/UB	F	T/WD	T/EF	T/F	AD	T/CG	T/KX	18-JUL-2012	12-SEP-2012	141072	USA	13	7G09	4MBZ	54280B62	A	F04	S11	V53	E41	07
AWS Claim Key:	4225522	Doc #:	46502901		Trx Code:		E83	Labor Hrs:		1.9	Labor Cost:		198.21	Material Cost:		363.19	Total Cost:		561.4				
Dlr Cd-Sub Cd:	01542-*	Name:	ART HILL FORD LINCOLN			Ph:	219-7385300	St: IN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:23-SEP-2013			DIST(Mile):11191							
Cust Comments:	CUSTOMER STATES WHILE DRIVING SMELLS EXHAUST FUMES SEE TSB 12-12-4																						
Tech Comments:	INSPECTED ORDERED PARTS APTT WITH BODY SHOP WILL HAVE TO BE MADE. PARTS CAME IN AND TECH PERFORMED TSB, ALL OK AT THIS TIME.																						

Any comments? You can contact

webmaster

From TA.10.100.0.248341.3214351123 Ford Motor Company 800-367-3673 Page: 6/6 Date: 1/13/2014 9:20:13 AM 6/6

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted],

Case Number: FRD1333444

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Michael Jenuwine

Arbitrator's Occupation:
teaching and supervising advanced law students

Arbitrator's Biography:
Michael Jenuwine is a Clinical Professor of Law at the University of Notre Dame Law School and Department of Psychology and practices as both an attorney and as a forensic clinical psychologist. Mr. Jenuwine teaches dispute resolution courses and and supervises advanced law students through the Applied Mediation Program.

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted],

Case Number: FRD1333444

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Michael Jenuwine

Arbitrator's Occupation:
teaching and supervising advanced law students

Arbitrator's Biography:
Michael Jenuwine is a Clinical Professor of Law at the University of Notre Dame Law School and Department of Psychology and practices as both an attorney and as a forensic clinical psychologist. Mr. Jenuwine teaches dispute resolution courses and and supervises advanced law students through the Applied Mediation Program.

BBB AUTO LINE

Notice of Deadline for Submissions

Date: 01/09/14
Case Number: FRD1333444
Customer: [redacted]
Manufacturer: Ford Motor Company
Mfr-Info: 6700 IN 1FM5K8D82DG[redacted]

Arbitrator(s): Mr. Michael J. Jenuwine

Deadline to Submit Additional Case Documentation: 01/13/14

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 9, 2014

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Madam/Sir:

As the client's attorney has indicated that his/her client is not planning to participate in an oral hearing and does not plan to allow the arbitrator to personally inspect the alleged problems with the vehicle, the case will proceed on written submissions only.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

January 9, 2014

MR [redacted]
CHICAGO IL [redacted]

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Mr. [redacted]

This letter will confirm that you wish to present your client's case in writing rather than in an oral hearing and you have elected not to allow the arbitrator to personally inspect the alleged problems with the vehicle.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

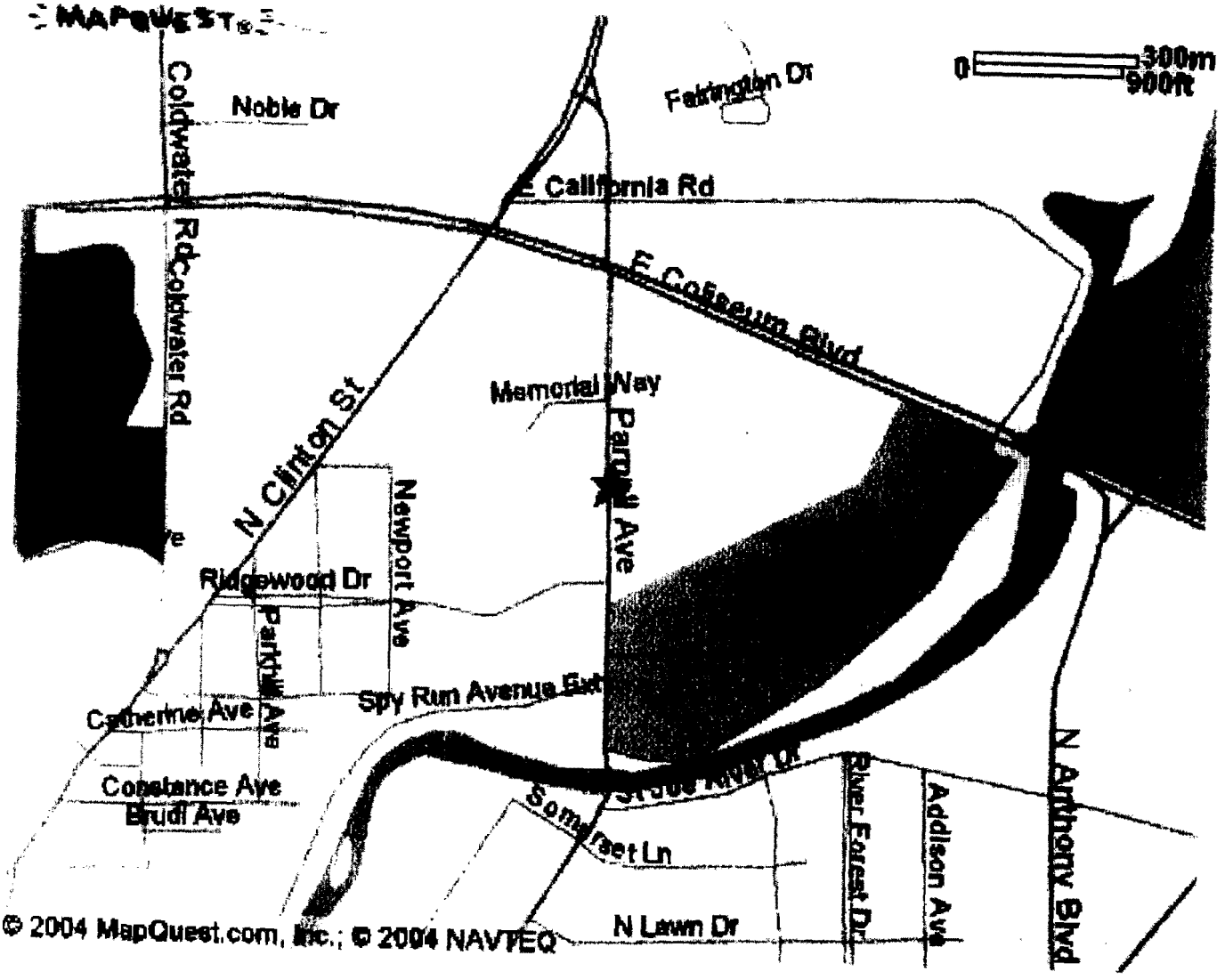
If you have any questions, please contact me at 800.955.5100. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Edith Newton at Extension 512

The BBB of Northeastern Indiana
4011 Parnell Ave.
Ft. Wayne, IN 46805
(260)426-9970

DIRECTIONS



HSB 0352 - 12/08/04

BBB AUTO LINE

Technical Expert's Report

Start Date: 12/26/13
Arb. Date: _____

Bureau: CBBB Case No: FRD1333444

Staff Contact: Edith Newton at extension 512 Fax Number: (703) 276-0634

Customer: [redacted]

Address: [redacted] Chicago, IL [redacted]

Phone Number(s): Day: [redacted] Evening: _____ Alternate: _____

Dates Customer Not Available: Please call customer to verify availability at [redacted]

Vehicle Location: 6336 Robbins Rd. Portage IN 46368

Vehicle Information (Completed by BBB)

Make: Ford Model: Explorer Year: 2013

Mileage: 11191 Vin: 1FM5K8D82DG[redacted]

Date Sent to Inspection Company: 01/09/14 Date Must be Returned by: _____

Any Special Instructions:

Mileage on vehicle at the time of inspection: _____ (Completed by the inspection company)

Reminders to Technical Expert:

1. It is critically important that you have no communication with the customer, manufacturer, or dealer other than scheduling an appointment and obtaining the keys from the customer at the time of the inspection.

2. The customer, manufacturer, or dealer is NOT to accompany you on the test drive.

3. If the customer, manufacturer, or dealer tries to engage you in conversation, please advise them that you are not permitted to discuss the case with them. You may refer them to call their BBB AUTO LINE case specialist if they have any questions.

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

For each problem/symptom listed, please determine (1) if the problem/symptom exists (2) if the problem/symptom exists, what is/are the likely cause(s) (3) what test/examination you conducted to arrive at your conclusion.

exhaust system

Problem/Symptom (Completed by BBB Staff/arbitrator):

a. Does the problem/symptom exist? ☐ YES ☐ NO
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

b. What examinations or tests did you perform?

c. If the symptom/problem exists, what is/are the likely causes?
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

body and trim

Problem/Symptom (Completed by BBB Staff/arbitrator):

a. Does the problem/symptom exist? ☐ YES ☐ NO
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

b. What examinations or tests did you perform?

c. If the problem/symptom exists. What is/are the likely cause(s)?
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

electrical

Problem/Symptom (Completed by BBB Staff/arbitrator):

a. Does the problem/symptom exist? ☐ YES ☐ NO
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

b. What examinations or tests did you perform?

c. If the symptom/problem exists, what is/are the likely cause(s)?
PLEASE EXPLAIN HOW YOU REACHED THIS CONCLUSION.

Technical Expert's Biography

What experience/training do you have that qualifies you as a technical expert for the problems listed on this report:

_____

_____

_____

_____

_____

_____

_____

_____

Please check the appropriate box (es) to indicate your areas of current ASE Certification:

☐ **Engine repair**	☐ **Auto. Trans./transaxle**	☐ **Man. drive train/axles**
☐ **Suspension/Steering**	☐ **Brakes**	☐ **Electrical/elec. system**
☐ **Heating/air conditioning**	☐ **Engine performance**	☐ **On-board diagnostic**
☐ **Painting & Refinishing**	☐ **Non-Struc.Anly/Dmg.Rep**	☐ **Struc.Anly/Dmg. Rep.**
☐ **Mech. & Elec. Components**		
☐ **Master Technician**	☐ **Master Collision Rep/Refin Technician**	

Oath of Technical Expert

I do swear/affirm that I have no personal or business relationship with the customer or manufacturer involved in this case. I further swear/affirm that I have acted impartially, and to the best of my ability, in answering the above questions.

NAME (print) _____

Signature _____

Date _____

Please review instructions at top of form before returning and again, thank you for your time and effort!

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

01-06-2014

FRD1333444 / CAS[redacted]
1FM5K8D82DG[redacted]
[redacted]
BBB Specialist Edith Newton

Ford DRS Bob Gray

Ford is offering an inspection of the vehicle for the current concerns listed on the Customer Claim Form (CCF) by a FORD Field Service Engineer (FSE). This would be a FMC employee rather than a technician from the local dealership (all Ford dealerships are owned and operated separately from the manufacturer by law). The FSE is specially trained to diagnose difficult issues and is kept apprised of the latest repairs, especially on those issues difficult to resolve. The FSE will determine if any repairs are necessary and the warranty status of the repair. If warrantable, the FSE will direct the appropriate repair under Ford Warranty and Policy guidelines.

I think that most of us can empathize with having to have repairs accomplished under the New Vehicle Limited Warranty (NVLW). There is little that can affect how we feel about our lives like having vehicle issues. The NVLW exists, however, because it has to be accepted that any mechanical entity can develop unforeseen issues, regardless of how high the production values or the amount of quality control that is put in place. Ford, like other manufacturers, doesn't have a guarantee that promises a full refund if there are issues, we have the NVLW, promising to repair the defect or non-conformity.

Ford would like to ensure that such repairs have been carried out appropriately, and take any further action that may be warranted. Thank you for your consideration.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

Edith,

Attached is Ford's offer for Mr. [redacted]. While we do not feel that the vehicle meets the requirements for repurchase or replacement, ford does want to resolve any issues as quickly as possible for our valued customer, Mr. Astorga.

I have also sent the offer to the BBB main FAX.

Thank you.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

BBB AUTO LINE

December 26, 2013

MR [redacted]
CHICAGO IL [redacted]

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Mr. [redacted]:

We have received your documents and your claim has been opened. Please review the enclosed brochure *How BBB AUTO LINE Works*. This booklet explains the BBB AUTO LINE program and contains the rules that will be followed in arbitration.

_X_ No further documentation is required at this time

In order to help resolve your dispute if we have all of the available information about your case. Please send us a copy of the following with your case number referenced at the top:

___ Your signed *Customer Claim Form*

___ Repair orders relating to your complaint

___ Your current registration

___ Your bill of sale (purchase contract)

___ Your lease agreement

___ Other: _____

PLEASE NOTE: If we have checked the claim form section please read this carefully:

Your case will not be arbitrated unless we receive a *Customer Claim Form* signed by the customer or signed by the attorney and accompanied by proof of the customer's authorization of representation. If we have not received this form within 10 days from the date of this letter, this case will be closed.

Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

You can fax the documents to 703.247.9700 to expedite the process or mail them to the address listed above.

Sincerely,

Edith Newton (Ext. 512)

BBB AUTO LINE

December 26, 2013

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1333444 [redacted] vs Ford Motor Corporation 1FM5K8D82DG[redacted]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

* *Customer Claim Form* (CCF)
* Any documentation submitted by the attorney
* *Agreement to Arbitrate* (except in California);
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

December 26, 2013
Re:W-C2 FRD1333444: [redacted] vs Ford Motor Corporation
1FM5K8D82DG[redacted]

KROHN & MOSS LTD - INDIANA ONLY
10 N DEARBORN STREET 3RD FLOOR
CHICAGO IL 60602

Dear Scott M. Cohen:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

* *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
* *Agreement to Arbitrate* - The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
* *Customer Claim Form* (CCF) – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
* *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

_____ No further documentation is required at this time
_____ Repair orders relating to the complaints(s)
_____ The vehicle's current registration
_____ The purchase contract or lease agreement
_____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 3033 Wilson Blvd., Suite 600, Arlington, Virginia 22201 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE
Customer Claim Form

Case number: FRD1333444
Contact Date: 12/23/13
Start Date: 12/26/13

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]			
Mailing address: [redacted]			
City: Chicago	State: IL	Zip code: [redacted]	
Day phone: [redacted]	Evening phone:	Cell phone:	
Fax: [redacted]	E-mail address: hbradley@consumerlawcenter.com		

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Explorer	Year: 2013	Current mileage: 11191
Name(s) that appears on the vehicle title: [redacted]			
Selling dealer/city/state: Same, , IN			
Primary Servicing dealer/city/state: Art Hill Ford Lincoln,			
Acquired as ☒ new ☐ used ☐ demo ☐ leased	Is the vehicle in your possession? ☒ yes ☐ no		
Purchase/lease date: 09/12/12	Mileage at purchase/lease:		
First repair attempt date: 09/23/13	First repair attempt mileage: 11191		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no	Date of accident:		
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Vehicle Repurchase plus Attorneys' fees and costs.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FM5K8D82DG[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days** **6/10/07 12,700 miles 1 day**	**yes**
Exhaust System		2		yes
Body and Trim		1		yes
Electrical		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/26/2013 Case Number: FRD1333444
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 IN 1FM5K8D82DG[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Explorer
Year : 2013

All parties named above submit to arbitration the following:

* Exhaust System
* Body and Trim
* Electrical

The parties have come to agreement on the following:
N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:
Purchase price: (reflects the deduction of a rebate, if applicable)
*
*
*
*
*
*

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded)

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

WRTGC
FRD1333444

DEC 26 2013

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 217
Writer's Direct Facsimile
(866)-431-5576
Writer's Direct E-Mail
scohen@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Illinois
Indiana

December 17, 2013

VIA FACSIMILE: 703-247-9700
AND ELECTRONIC MAIL
(With Delivery Confirmation)

Council of Better Business Bureau, Inc.
Attn.: Maury Umanzor and Donna Patterson
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

RE: [redacted] v. Ford Motor Company

Dear Mr. Umanzor:

Please find enclosed my clients' application for arbitration with the Better Business Bureau. Per the program summary identified on your website, **we are requesting a documents-only hearing**. My clients' written position has been stated in this initial application. My clients request a refund under the Indiana Lemon Law and Magnuson-Moss Warranty Act based on the manufacturer's failure to repair defects in the vehicle after being afforded a reasonable number of attempts to do so. Additionally, my clients request payment of my firm's attorney's fees incurred.

As my clients are represented by counsel, **please do not contact my clients directly for any matters.** Please call or email me if you have any questions regarding this matter. Finally, please send any written notices regarding this matter via fax (866-431-5576) or email to my attention.

Thank you for your cooperation and timely processing of this application.

Sincerely,

Scott M. Cohen
Attorney at Law

SC/df
Enclosures

BBB AUTO LINE
Customer Claim Form

Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]			
Mailing address: c/o [redacted] Esq.; Krohn & Moss, Ltd.; 10 North Dearborn Street, 3rd Floor			
City: Chicago	State: IL	Zip code: [redacted]	
Day phone: [redacted]	Evening phone: [redacted]	Cell phone:	
Fax [redacted]	E-mail address: [redacted]		

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Explorer XLT	Year: 2013	Current mileage: 11,191
Name(s) that appears on the vehicle title: [redacted]			
Selling dealer/city/state: Art Hill Ford (Merrillville IN)			
Primary Servicing dealer/city/state: Art Hill Ford (Merrillville IN)			
Acquired as ☒ new ☐ used ☐ demo ☐ leased	Is the vehicle in your possession? ☐ yes ☒ no		
Purchase/lease date: September 12, 2012	Mileage at purchase/lease: 156		
First repair attempt date: Sempteber 23, 2013	First repair attempt mileage: 11,191		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no	Date of accident:		
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:1FM5K8D82DG[redacted] / Vehicle Repurchase plus Attorneys' fees and costs.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER

Lienholder/Leasing Company Ford Motor Credit **Phone Number** 1-800-727-7000

Account Number [redacted]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: [redacted]

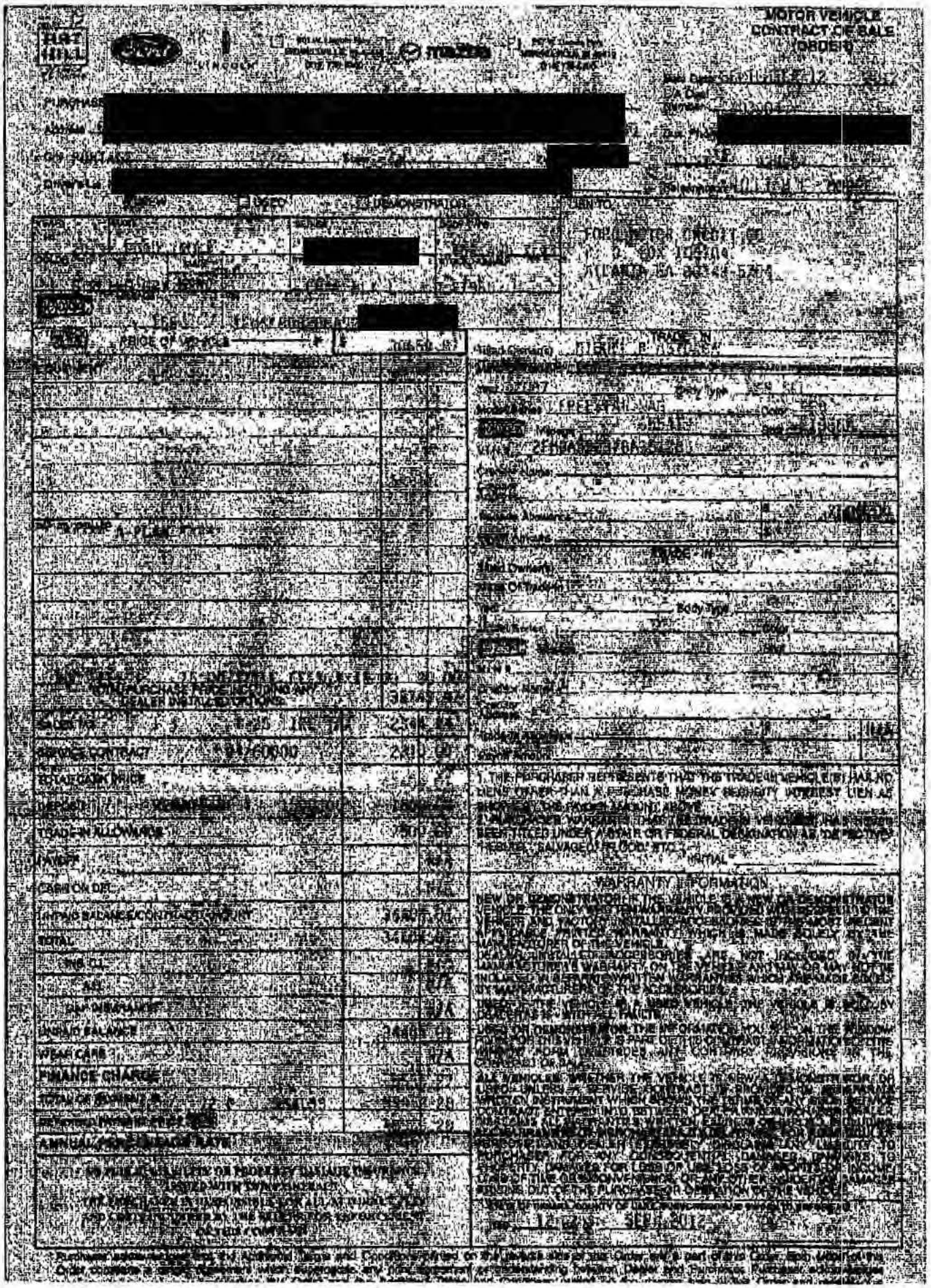
Signature of Titled Owner(s): [redacted] Date: 12/11/13

I am submitting this dispute for [redacted] agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA 22203-1838
Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Defects	Result
09/23/13-09/24/13	11,191	Carbon monoxide leak, made entire family ill and could have killed them - While driving smells exhaust fumes see TSB 12-12-4	Exhaust system	Inspected ordered parts appt with body shop will have to be made
		Rattle at rear mirror	Body and Trim	Part on special order
		Check battery	Electrical	Tested battery status green
		Check tires	Tires	Tire status green. 7/32 or greater of tread remaining tires checked ok
10/2/2013-present		Exhaust smell/carbon monoxide leak	Exhaust system	told car is not drivable - not safe per ford technician call to clients



MOTOR VEHICLE
CONTRACT OF SALE
ORDER

[redacted]

WARRANTY INFORMATION

TRADE - IN

(Used Vehicle)

Make of Vehicle

Year Body Type

Model/Series Color

Odometer Mileage

V.I.N.#

Creditor Name

Creditor Address

Payoff Amount

IF THE PURCHASER REPRESENTS THAT THE TRADE-IN VEHICLE IS FREE AND CLEAR OF ANY PURCHASE MONEY SECURITY INTEREST UNLESS SHOWN BY THE PAYOFF AMOUNT ABOVE.

PURCHASER WARRANTS THAT THE TRADE-IN VEHICLE IS (HAS NEVER BEEN) TITLED UNDER A STATE OR FEDERAL DESIGNATION AS SALVAGE, REBUILT, SALVAGE/FLOOD, ETC.

INITIAL

WARRANTY INFORMATION

NEW OR DEMONSTRATOR: IF THE VEHICLE IS A NEW OR DEMONSTRATOR VEHICLE, THE ONLY WRITTEN WARRANTY PROVIDED WITH RESPECT TO THE VEHICLE AND FACTORY INSTALLED ACCESSORIES IS THE MOST RECENT APPLICABLE PRINTED WARRANTY WHICH IS MADE SOLELY BY THE MANUFACTURER OF THE VEHICLE.

DEALER INSTALLED ACCESSORIES ARE NOT INCLUDED IN THE MANUFACTURER'S WARRANTY ON THE VEHICLE AND MAY OR MAY NOT BE INCLUDED IN A SEPARATE WRITTEN WARRANTY WHICH ARE MADE SOLELY BY MANUFACTURERS OF THE ACCESSORIES.

USED: IF THE VEHICLE IS A USED VEHICLE, THE VEHICLE IS SOLD BY DEALER AS IS WITH ALL FAULTS.

USED OR DEMONSTRATOR: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED, ANY SERVICE CONTRACT IS PROVIDED IN A SEPARATE WRITTEN AGREEMENT WHICH SETS FORTH THE TERMS OF ANY SUCH SERVICE CONTRACT ENTERED INTO BETWEEN DEALER AND PURCHASER. DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FORTH HEREIN. DEALER DISCLAIMS AND LIMITS PURCHASER'S REMEDIES FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS IN THE OPERATION OF BUSINESS, OR ANY OTHER INCIDENTAL DAMAGES ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

STATE OF NORTH CAROLINA

COUNTY OF

Sworn to and subscribed before me, this the day of

, 2013.

Notary Public

My Commission Expires:

TOTAL PURCHASE PRICE (INCLUDING ANY DEALER INSTALLED OPTIONS)		
SALES TAX		
SERVICE CONTRACT		
TOTAL CASH PRICE		
DEPOSIT		
TRADE-IN ALLOWANCE		
PAYOFF		
CASH ON DEL		
UNPAID BALANCE/CONTRACT AMOUNT		
TOTAL		
INS. CL		
GAP INSURANCE		
UNPAID BALANCE		
WRAP CAP		
FINANCE CHARGE		
TOTAL OF PAYMENTS		
ANNUAL PERCENTAGE RATE		

NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE COVERAGE IN CONNECTION WITH THIS CONTRACT.

THE PURCHASER IS RESPONSIBLE FOR ALL ATTORNEY FEES AND COSTS INCURRED IN ENFORCEMENT OF THIS CONTRACT.

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Each side of this Order contains the entire agreement between Dealer and Purchaser. Purchaser acknowledges reading, understanding and accepting this Order and the Additional Terms and Conditions printed on the reverse side of this Order and receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer. This agreement incorporates all terms of any subsequent changes to this agreement including the sale of the vehicle between buyer and seller.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER AND ALL ANY SERVICE CONTRACT ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER. BEFORE SIGNING READ BOTH SIDES OF THIS ORDER AND

DEPT. - TEST DRIVEN

[redacted]

ACCE

By

This

[redacted]

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE ON THESE TERMS. THIS OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATION OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER.

INDIANA VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 09/17/2012

1-800-727-7600 | Buyer (and Co-Buyer) Name and Address (including County and | SELLER/CREDITOR (Seller Name and Address)

[redacted]

[redacted]

Ford Credit

www.fordcredit.com

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

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use for which Purchased
NEW	100	2013 FORD TRUCK	EXPLORER	[redacted]	☒ Personal ☐ Agricultural ☐ Commercial

Trade-in 2007 FORD TRUCK — Year and Make — Gross Allowance 7600.00 — Amount Owing N/A

TRUTH IN LENDING DISCLOSURES

1. Cash Price	$ 38655.82 (1)
2. Down Payment:	
Third Party Rebate Applied to Cash Price	$ 1500.00
Cash Down Payment	$ N/A
N/A	$ N/A
Trade-in (Gross Less Amount Owing)	$ 7600.00
Total Down Payment	$ 9000.00 (2)
3. Unpaid Balance of Cash Price (Item 1 minus Item 2)	$ 29655.82 (3)
4. Amounts Paid to Others on Your Behalf (We may be retaining a portion of these amounts)	
To Public Officials:	
(A) for Certificate of Title $ 15.00	
(B) for filing fees $ N/A	
(C) for Title Fee $ 7345.89	$ 7360.89
To Insurance Companies for:	
Credit Life Insurance	$ N/A
Credit Disability Insurance	$ N/A
N/A	$ N/A
N/A	$ N/A
To STATE OF INDIANA for TIRE TAX	$ 5.25
To N/A for N/A	$ N/A
To N/A for N/A	$ N/A
To [illegible] for [illegible]	$ [illegible]
To [illegible] for [illegible]	$ [illegible]
To [illegible] for [illegible]	$ [illegible]
To FORD ESP for [illegible]	$ 2310.00
To N/A for N/A	$ N/A
To FORD ESP for OTHER [illegible]	$ 0.00
To N/A for N/A	$ N/A
Total	$ 9675.14 (4)
5. Total Amount Financed (3 plus 4)	$ 39330.96 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
3.99 %	$ 1675.14	$ 39330.96	$ 48005.96	$ 57005.96

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit

I/We N/A

Insurance Company

$ N/A N/A

Premium Insurance(s)

You want credit life insurance

N/A

Buyer Signs

N/A

Co-Buyer Signs

Credit

I/We N/A

Insurance Company

$ N/A N/A

Premium Insurance(s)

You want credit life insurance

N/A

Buyer Signs

N/A

Co-Buyer Signs

N/A N/A

N/A N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You may pay a late charge on the portion of each payment received more than 10 days late. The charge is $ 0.00.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to complete prepayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CHARGE PAYMENT: If you purchased this vehicle for commercial use, you will pay a late charge on the portion of each payment received more than 10 days late of 5% of the late amount or $50.00, whichever is less.

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES:
If the box already above is checked, this section, Paragraph B and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor $ N/A per mile for each mile in excess of N/A miles shown on the odometer.

Anti-Theft Product(Optional):
If a line box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A $ N/A Term N/A
N/A $ N/A Term N/A
N/A $ N/A Term N/A

Buyer Signs X N/A

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

☐ Debt Cancellation Waiver Addendum (Optional): If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth in this contract in the item Amount Financed under section 4.

N/A N/A

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer X [redacted]
Signs

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

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain the right to receive a portion of the Finance Charge.

NOTICE TO BUYER

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

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

Buyer [redacted]
Signs

Seller ART HILL, INC. By X Title BUS. MNGR.
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

Assignment

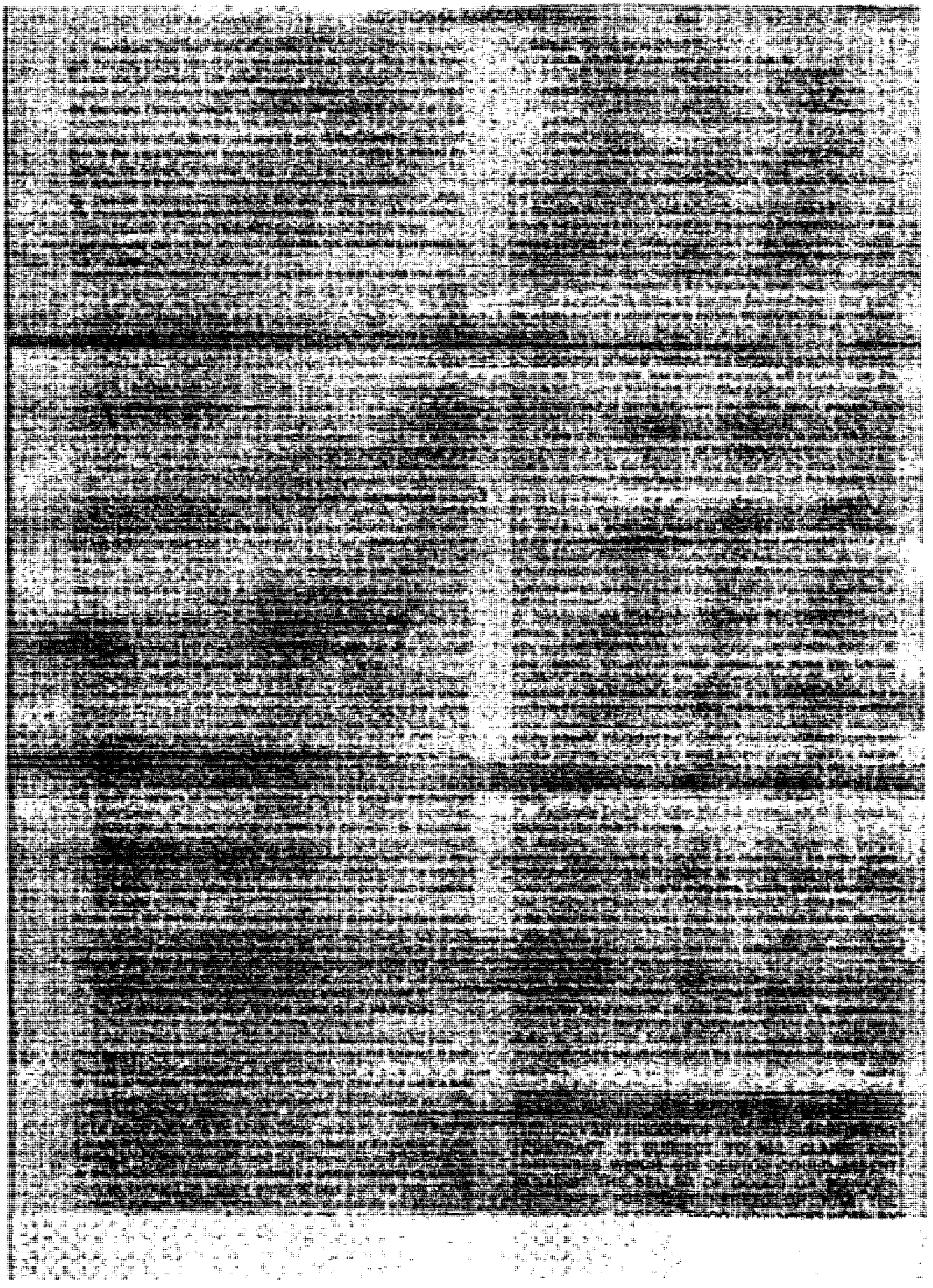
Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the seller assigns this contract to LINCOLN AUTOMOTIVE FINANCIAL SERVICES ("Assignee"). To contact Assignee about this contract, call 1-888-[illegible] or visit their website at www.lincolnafs.com

Seller ART HILL, INC. By X Title BUS. MNGR.

PLEASE READ (Please initial only if you have read)

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)



NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS

Extended Service Plan

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

[redacted]

Vehicle Identification Number | Sign Date | Warranty Start Date | CPO

Known Sale ☐ Yes ☐ No ☐ PP ☐ Terms ☐ 5 ☐ 6 ☐ 7 ☐ Incomplete Vehicle

SECTION B - TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi) ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)
SUPER DUTY COVERAGES ☐ (Gas) EngineCARE ☐ (Diesel) EngineCARE Plus (Standard Deductible is $0)
DEDUCTIBLES (Optional ONLY) ☐ $0 ☐ $50 ☐ $200 ☐ Disappearing
OPTIONS ☐ First Day Rental Delete (Core GPO Only/Base) ☐ Enhanced Rental (Not available on All Coverages)
SURCHARGES ☐ 12 Months/12,000 Miles ☐ Turbocharger/Supercharger ☐ Snowplow
☐ Commercial Use ☐ Specialty (Emergency/Police/Pursuit Use, Fire, Ambulance, Shuttle, Tow Truck)

SECTION C - TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ ExtraCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
DEDUCTIBLES (Optional ONLY) ☐ $0 ☐ $50 ☐ $200 ☐ Disappearing
OPTIONS ☐ First Day Rental Delete ☐ Enhanced Rental
SURCHARGES ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D - COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage BEGINS at the New Vehicle Limited Warranty Start Date and Zero Miles/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the New Vehicle Limited Warranty Start Date or Zero Miles/Hours.
USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE: Coverage BEGINS at the Sign Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the expiration of the New Vehicle Limited Warranty. ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS): Coverage BEGINS at the Sign Date and Current Mileage/Hours. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles/Hours Purchased from the Sign Date and Current Mileage/Hours.

Plan/Rate	Plan Term Months	Plan Term Mileage	Plan Expiration Date	Plan Expiration Mileage	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
Core Plans:							
PREMIUMCARE	84	100000	09/19/19	100000	$ 2510.00	$ 175.70	$ 2685.70
Other Plans:							
MAINTEMARK	60	60000	08/12/18	60000	6 [illegible]	$ N/A	$ 0.00
Current Mileage:	Current Hours:	Expiration Hours:			Total	Total	Total
106	N/A	N/A			$ 2510.00	$ 175.70	$ 2685.70

*Required for Incomplete or Diesel Equipped Vehicles.

SECTION E - DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

MISSISSIPPI AND WASHINGTON RESIDENTS: PLEASE SEE REVERSE SIDE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of the covered coverage under this Agreement and to pay all taxes provided by law.

[redacted]

Customer's Signature | Date | Employer Stamp/ID | Phone

EDF 6230 (Rev. 10/12) (F) (Oct 11) (Previous Editions May Not Be Used) CUSTOMER COPY

NOTICE TO SERVICE CONTRACT HOLDER (MISSISSIPPI ONLY):
IMPORTANT NOTICE ABOUT YOUR SERVICE CONTRACT COVERAGE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.

Arbitration may only proceed on an individual basis and may not be consolidated with other arbitrations or proceed on any class action basis.

A) This Service Contract Agreement including the Application, invokes arbitration under the Federal Arbitration Act. Either You or We may elect binding arbitration to resolve disputes under this Service Contract Agreement.

B) If either You or We decide to arbitrate a dispute regarding any aspect of this Service Contract Agreement or the Application and the sale of the service contract, an arbitrator will resolve the dispute. If arbitration is selected to resolve the dispute, both parties waive their rights to resolve the dispute in a court proceeding.

C) In an arbitration, one or more of the arbitrators (who are neutral decision-makers) render a decision after hearing the arguments from all parties. Arbitration takes the place of a trial and disputes are decided by arbitration, not a judge or jury.

D) You and We are bound by the decision of the arbitrator and the results of the arbitration are binding and final and may not be appealed to a court.

E) If You need additional information regarding the arbitration provision in this Service Contract Agreement, please call the toll free assistance line at 800-288-5100.

F) You have 3 days from delivery of this Service Contract Agreement to reject the Service Contract Agreement if You do not want to accept this binding arbitration provision. If You reject the Service Contract Agreement, You do not have the service contract coverage it provides and You are entitled to a full refund of the amount You paid. If you do not reject the Service Contract Agreement within 3 days, you have accepted it.

We will pay your fair and reasonable arbitration fees and expenses. Arbitration proceedings must commence no later than 120 days after the final notification by You or Us of an election to arbitrate a dispute. Unless You and We agree otherwise, all arbitration proceedings will be conducted at a location in the county of Your residence.

I acknowledge that I have read and understand the provisions regarding binding arbitration.

Service Contract Holder Signature (Service Contract is not valid without signature)

NOTICE TO SERVICE CONTRACT HOLDER (WASHINGTON ONLY):

1) In order to maintain your coverages under this Agreement, You must maintain the Vehicle consistent with the schedule and service requirements contained in the Provision entitled "Your Responsibilities For Care of the Vehicle."

2) The [illegible] and parts provided by this Agreement depend on the coverages You have elected. Detailed descriptions of the coverages and parts are contained under the Terms and Conditions:

(a) Roadside Assistance Coverage, (b) What this Agreement Covers, (c) Covered Items - PowertrainCARE, ExpressCARE, SureCARE, PremiumCARE, Component Wrap Coverages, RentalCARE, Ford Super Duty Diesel FlexCARE and Ford Super Duty Diesel EliteCARE Plus Coverages.

3) The Term and Mileage Limitations of this Agreement are contained in this Application in the Section entitled "Coverage Term and Cost."

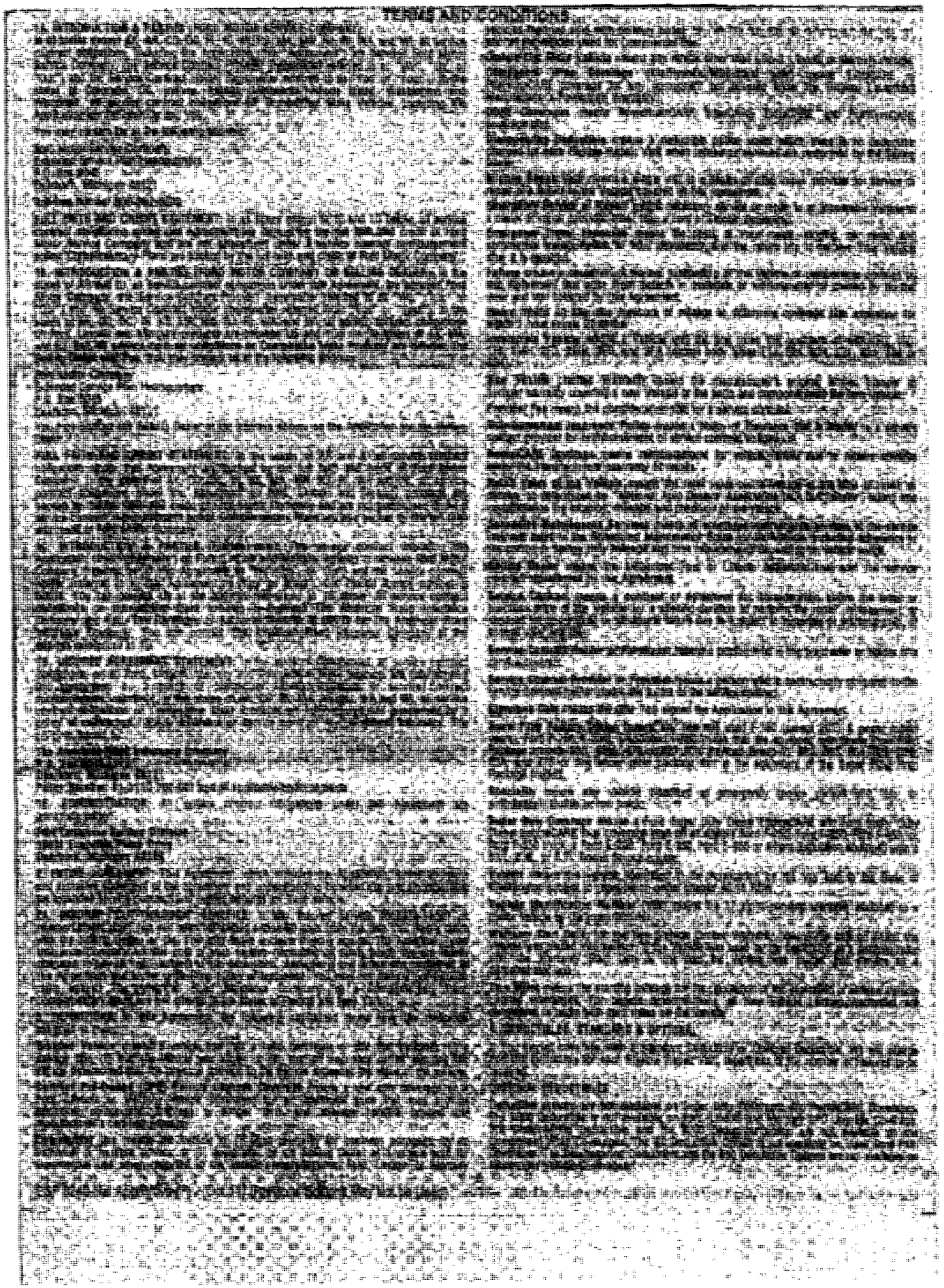
4) The Vehicle's IMPLIED WARRANTY OF MERCHANTABILITY NOT WAIVED: The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within sixty (60) days of the earlier date of the Vehicle [illegible] and also sold the Vehicle.

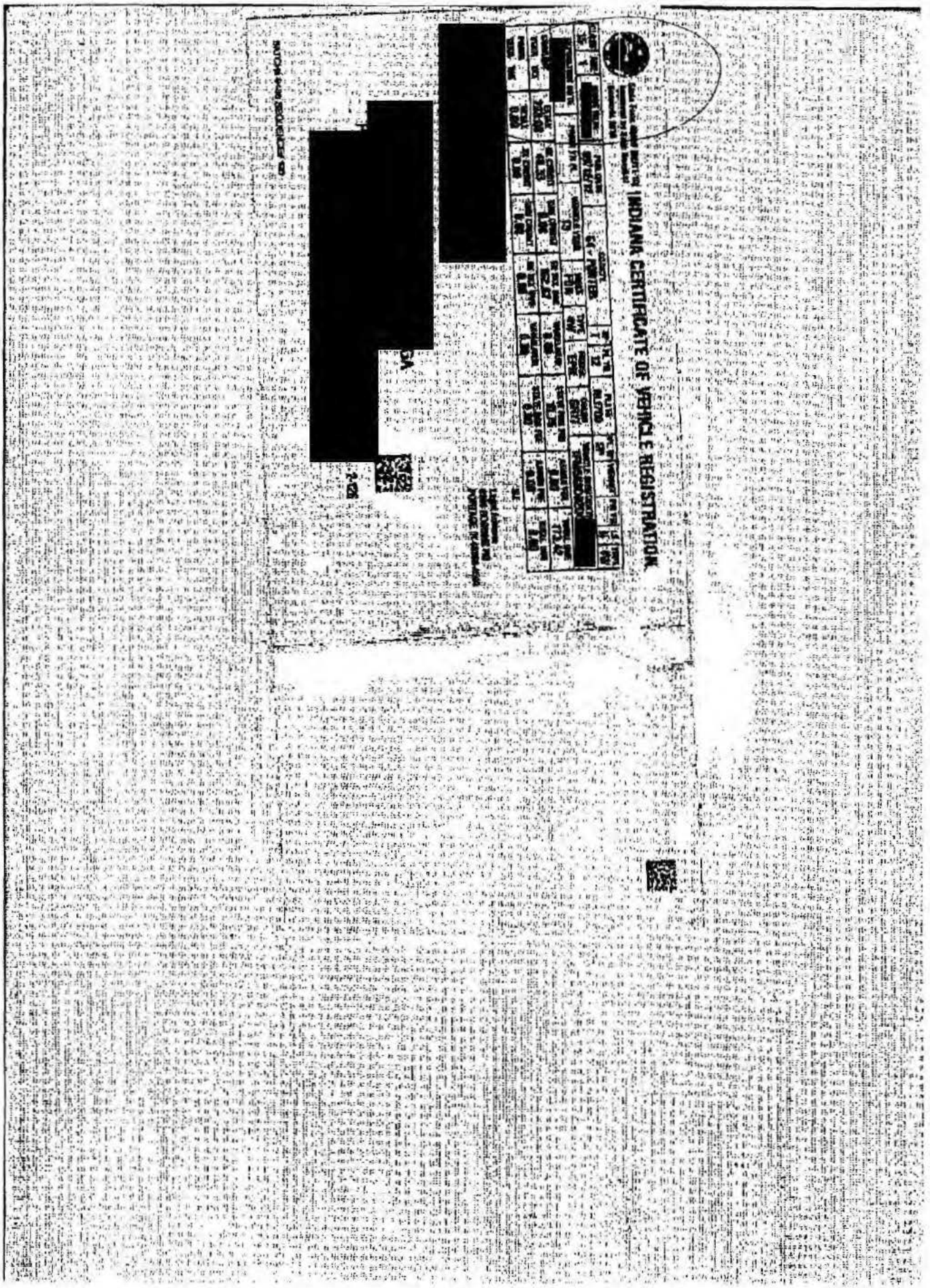
5) Those [illegible] or parts are not covered by this Agreement are contained in the Provision entitled "What Is Not Covered by this Agreement."

6) Steps to cancel this contract for a refund are contained in the Provision entitled "Your and the Dealer's Rights to Cancel this Agreement and Related Refunds."

I acknowledge that I have read the provisions (references in items 1 through 6 above by initials) [illegible]

[redacted]


TERMS AND CONDITIONS


INDIANA CERTIFICATE OF VEHICLE REGISTRATION

EXPLORER EXHAUST ODOR IN VEHICLE	TSB 12-12-4

FORD:
2011-2013 Explorer

ISSUE

Some 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur.

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Remove the rear bumper cover. Refer to Workshop Manual (WSM), Section 501-19.
2. Replace the left side rear air extractor. (Figure 1)

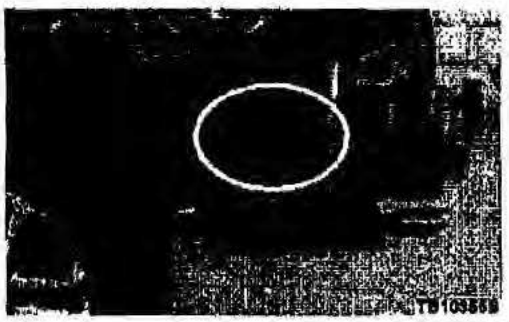


Figure 1 - Article 12-12-4

3. Open the liftgate and install a new drain valve in each of the two (2) drain holes on the left and right side of the liftgate. (Figure 2)

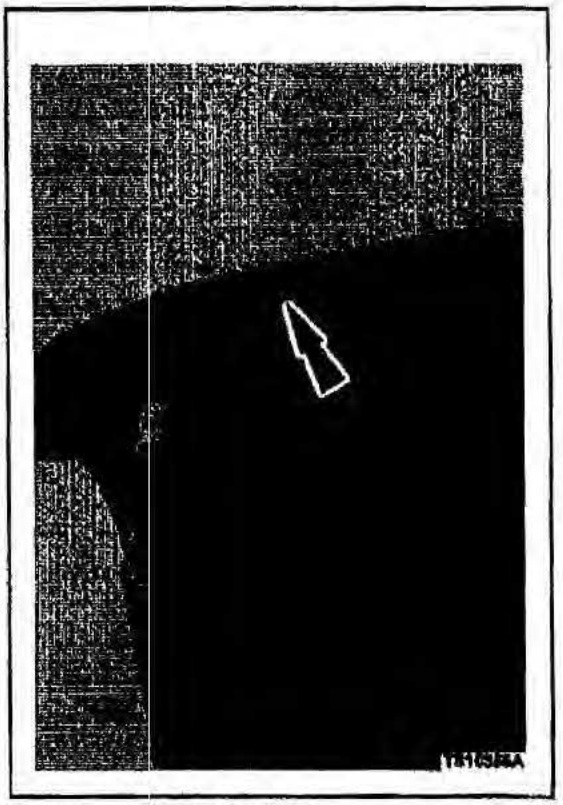


Figure 2 - Article 12-12-4

4. Raise vehicle on hoist. Refer to WSM, Section 100-02.
5. Lower and support rear section of the exhaust system.
6. Clean areas on underside of vehicle where seam sealer will be applied. (Figures 3-5)

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article.The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates.The most recent information is available through Ford Motor Company's on-line technical resources.

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TSB 12-12-4 (Continued)

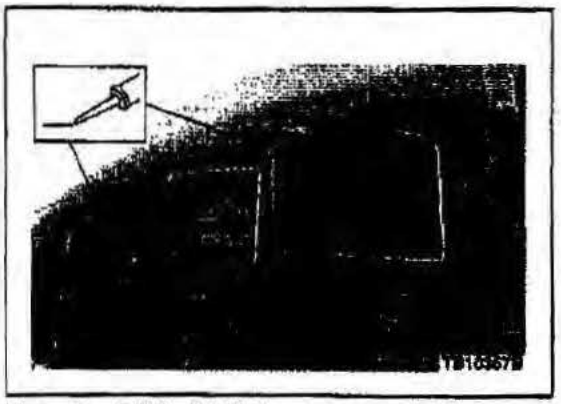


Figure 3 - Article 12-12-4

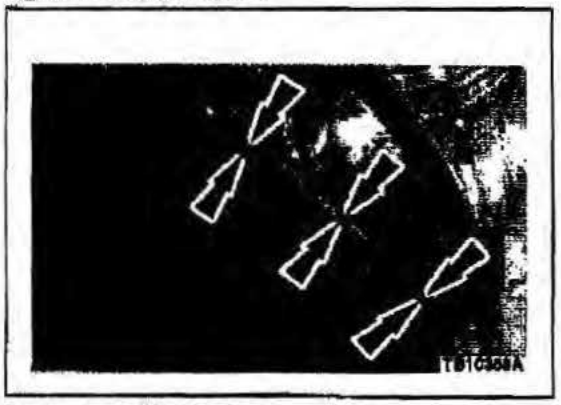


Figure 4 - Article 12-12-4

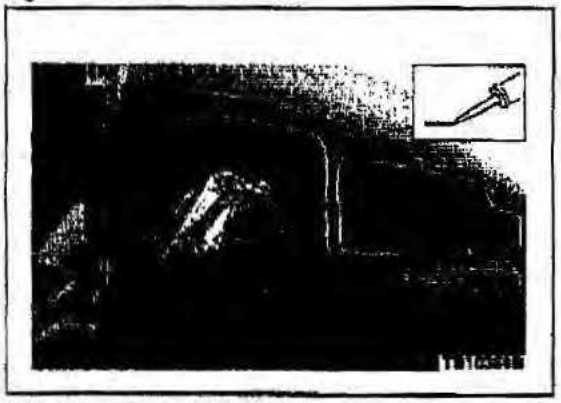


Figure 5 - Article 12-12-4

7. Cover exhaust system and auxiliary climate control drain.
8. Apply generous amount of Motorcraft® Seam Sealer to rear horizontal sheet metal lap joints on left and right sides of the vehicle, and the rear sheet metal overlap flange across the rear of the vehicle. (Figures 3-5)
9. Spray generous amount of 3M™ Rubberized Undercoating around auxiliary air conditioning lines and seam sealer areas. (Figure 6)



Figure 6 - Article 12-12-4

10. Install the rear exhaust system.
11. Install rear bumper cover. Refer to WSM, Section 501-19
12. Install the left hand and right hand rear fender mouldings. Refer to WSM, Section 501-08.
    a. Apply masking tape around the outer edge of the rear fender mouldings to protect the vehicle from damage.

Obtain Parts Locally	
Part Number	Part Name
05882	3M™ Rubberized Undercoating™

PART NUMBER	PART NAME
BB5Z-61280B62-A	Dual Rate Air Extractor
BB5Z-7829164-AA	Wheel Lip Moulding Right Hand
BB5Z-7829165-AA	Wheel Lip Moulding Left Hand
4M8Z-54280B62-A	Valve Assembly Auto Drain
TA-2	Motorcraft® Seam sealer

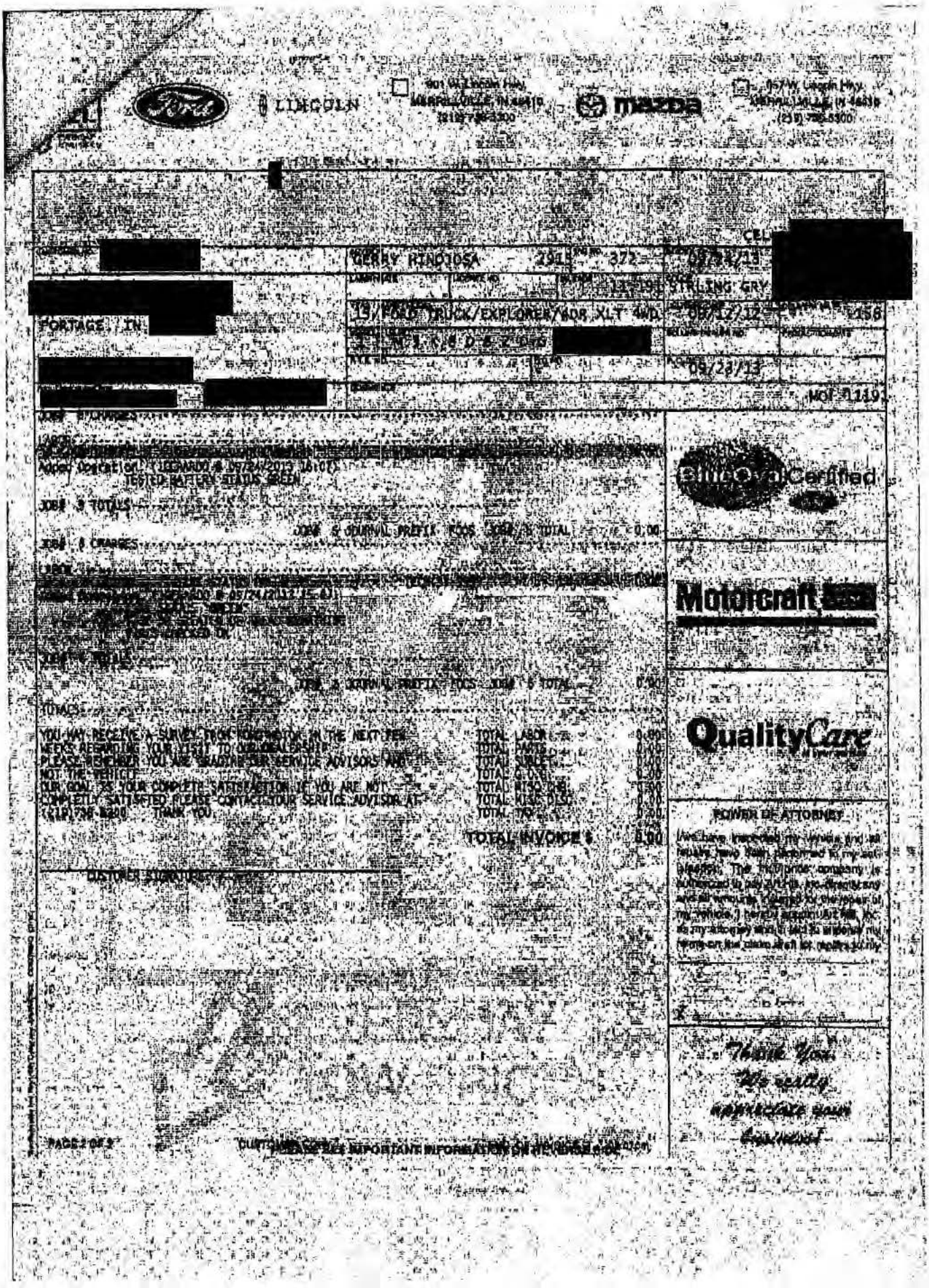
WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

TSB 12-12-4 (Continued)

OPERATION	DESCRIPTION	TIME
121204A	2011-2013 Explorer: Seal Body Includes Time To Replace Air Extractor Both Rear Fender Mouldings Install Liftgate Drain Valves (Do Not Use With Any Other Labor Operations)	1.9 Hrs.

DEALER CODING

BASIC PART NO.	CONDITION CODE
54280B62	07



LINCOLN

mazda

[redacted]

CEL [redacted]

GERRY RINDOSA 2915 372 09/24/13

13 FORD TRUCK/EXPLORER/4DR XLT 4WD 08/17/12 156

[redacted] STERLING GRY

PORTAGE, IN [redacted]

09/23/13

MOT 0.119

Added Operation: "(GERARDO) 09/24/2013 10:07:"
TESTED BATTERY STATUS GREEN

JOB# 9 TOTALS

JOB# 9 CHARGES

JOB# 9 TOTALS

TOTALS

YOU MAY RECEIVE A SURVEY FROM FORD/LINCOLN IN THE NEXT FEW WEEKS REGARDING YOUR VISIT TO OUR DEALERSHIP. PLEASE REMEMBER YOU ARE GRADING OUR SERVICE ADVISORS AND NOT THE VEHICLE. OUR GOAL IS YOUR COMPLETE SATISFACTION. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT YOUR SERVICE ADVISOR AT (219)736-8200. THANK YOU.

TOTAL LABOR $	0.00
TOTAL PARTS $	0.00
TOTAL SUBLET $	0.00
TOTAL G.O.S.	0.00
TOTAL MISC. DISC.	0.00
TOTAL MISC. DISC.	0.00
TOTAL TAX $	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

BlueOvalCertified

Motorcraft

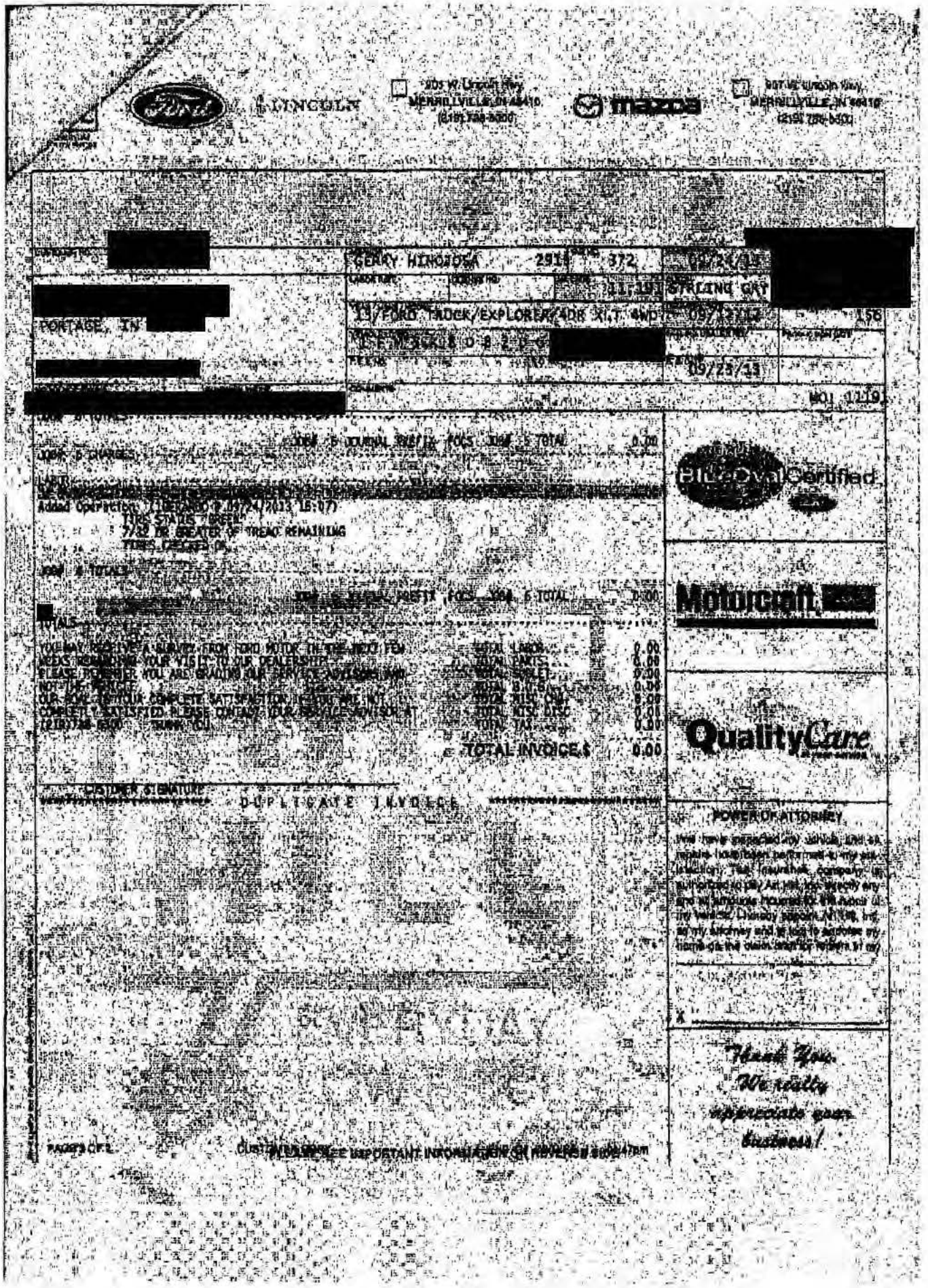
QualityCare

POWER OF ATTORNEY

I/we have received my vehicle and all repairs have been performed to my satisfaction. The undersigned company is authorized to pay all bills for necessary and all repairs listed on the face of my invoice. I hereby acknowledge that as my attorney-in-fact, I am to appear my name on the check for notes to my

Thank You.
We really appreciate your business!

PAGE 2 OF 2



LINCOLN

205 W. Lincoln Hwy
MERRILLVILLE, IN 46410
(219) 738-6300

mazda

807 W. Lincoln Hwy
MERRILLVILLE, IN 46410
(219) 738-6400

[redacted]

GERRY HINOJOSA 2915 372 09/24/13

[redacted] 111,191 STERLING GRY

13 FORD TRUCK/EXPLORER/4DR XLT 4WD 09/23/13 158

1FM5K8D82DG[redacted] 09/23/13

[redacted] MOI 1119

JOB # JOURNAL POST# POCS JOB # TOTAL 0.00

JOB # CHARGES

ADD

Added Operation 1 (TIRE AND W 09/24/2013 15:07)
TIRE STATUS "GREEN"
7/32 OR GREATER OF TREAD REMAINING
TIRES CHECKED OK

JOB # TOTALS

JOB # JOURNAL POST# POCS JOB # TOTAL 0.00

TOTALS

YOU MAY RECEIVE A SURVEY FROM FORD MOTOR CO IN THE NEXT FEW WEEKS REGARDING YOUR VISIT TO OUR DEALERSHIP. PLEASE INDICATE IF YOU ARE GRADING OUR SERVICE ADVISOR AND NOT THE DEALERSHIP. OUR GOAL IS YOUR COMPLETE SATISFACTION. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT OUR SERVICE MANAGER AT (219)738-6300 THANK YOU	TOTAL LABOR	0.00
	TOTAL PARTS	0.00
	TOTAL SUBLET	0.00
	TOTAL G.O.G.	0.00
	TOTAL MISC CHG	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX	0.00
	TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PAGE 1 OF 1 CUSTOMER PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE 47pm

Blue Oval Certified

Motorcraft

QualityCare

POWER OF ATTORNEY

[illegible]

X

Thank You.
We really
appreciate your
business!

ART HILL

FORD | LINCOLN | MAZDA

501 W. Lincoln Hwy.
MERRILLVILLE, IN 46410
(219) 738-6300

257 W. Lincoln Hwy.
MERRILLVILLE, IN 46410
(219) 738-6300

[redacted]

GERRY HYNOUSA 2015 372 [redacted]

[redacted] FORD TRUCK/EXPLORER/4DR XLT 4WD [redacted] STERLING GRY [redacted] 156

[redacted] 05/23/13

MO: 11191

CUSTOMER STATES WHILE DRIVING SMELLS EXHAUST FUMES SEE PIC
12-12-13
INSPECTED ORDERED PARTS APRT WITH BODY SHOP WILL HAVE TO BE MADE

JOB# 3 TOTALS

JOB# 3 JOURNAL PRETTY FOCS JOB# 3 TOTAL 0.00

JOB# 2 CHARGES

LABOR

CUSTOMER QUALITY CARE MAINTENANCE INSPECTION

JOB# 2 TOTALS

JOB# 2 JOURNAL PRETTY FOCS JOB# 2 TOTAL 0.00

JOB# 1 CHARGES

LABOR

REAR VIEW MIRROR PRYSE

PARTS	QTY	FP NUMBER	AT	DESCRIPTION	LIST PRICE/UNIT PRICE	
	0	BB5Z-16280B82-A		GRILLE - AIR E		WARRANTY
	PART ON SPECIAL ORDER	QUANTITY 1 IS SPECIAL ORDERED				
	0	BB5Z-7820134-AA		MOULDING		WARRANTY
	PART ON SPECIAL ORDER	QUANTITY 1 IS SPECIAL ORDERED				
	0	BB5Z-7820134-AA		MOULDING		WARRANTY
	PART ON SPECIAL ORDER	QUANTITY 1 IS SPECIAL ORDERED				
	0	AA5Z-5426616-A		VALVE ASY - AIR		WARRANTY
	PART ON SPECIAL ORDER	QUANTITY 1 IS SPECIAL ORDERED				
					TOTAL PARTS	0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PRETTY FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

PASS OUTSIDE OF VEHICLE
DASH OUTSIDE OF VEHICLE

JOB# 4 TOTALS

JOB# 4 JOURNAL PRETTY FOCS JOB# 4 TOTAL 0.00

PAGE 1 OF 2 CUSTOMER COPY IMPORTANT INFORMATION ON REVERSE SIDE

BlueOvalCertified

Motorcraft

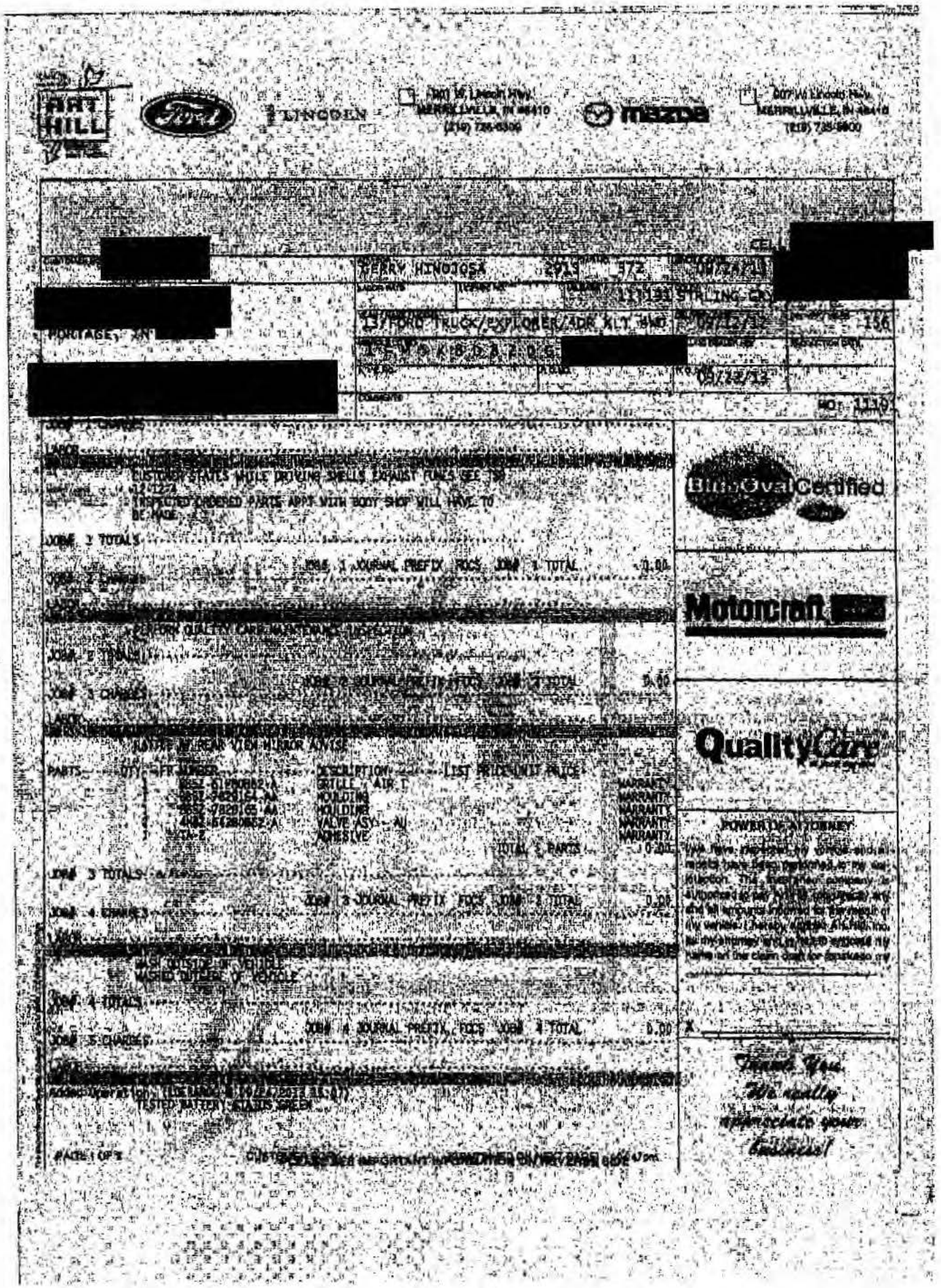
QualityCare

POWER OF ATTORNEY

I/We have requested my vehicle and all repairs have been performed to my satisfaction. The insurance company is authorized to pay ART HILL, INC. directly any and all charges incurred for the repairs of my vehicle. I hereby appoint ART HILL, INC. as my attorney and in fact to endorse my name on any draft or rebate to my

X

Thank You
We really
appreciate your
business



ART HILL

FORD LINCOLN

[redacted]
(219) 736-6300

MAZDA

[redacted]
(219) 736-6600

[redacted]

[redacted]

[redacted]

Krohn & Moss, Ltd.

Arizona, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, Ohio, Texas, Wisconsin

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Writer's Direct E-Mail
ecohen@consumerlawcenter.com

Writer licensed to practice only in:
Illinois
Indiana

November 18, 2013

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
Vehicle: 2013 Ford Explorer XLT
VIN: 1FM5K8D82DC[redacted]
Our File No: H13005616S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Indiana Lemon Law, the Federal Magnuson-Moss Warranty Act, as well as claims at common law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and attempts to repair the vehicle over the course of thirty-seven (37) business days and counting have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective exhaust system and/or climate control system as evidenced by an exhaust or sulfur smelling odor in the vehicle, and the emission of carbon monoxide into the passenger compartment;
2. Defective trim items;

3. Defective rearview mirror as evidenced by a rattling noise;

4. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. In fact, the above-mentioned defects and non-conformities in the vehicle have made my clients and their children physically ill. After purchasing the Explorer, my clients and their children have experienced car sickness and an array of respiratory illnesses, including pneumonia and asthma attacks. They have experienced stomach and head aches, as well. My clients' symptoms are indicative of carbon monoxide exposure and poisoning.

Notably, a technician and the body shop manager at Art Hill Ford have advised my clients that they have noticed the same odors emanating from my clients' vehicle and have reported that it also made them feel ill. My clients have been told by Art Hill Ford that their vehicle is not safe to drive. **As such, the vehicle has been at Art Hill Ford since October 2, 2013, which now represents a total of 37 business days (45 total days, including my clients' two (2) day visit on September 23 and 24, less 7 Sundays and Veteran's Day) that the vehicle has been out of service in violation of I.C. § 24-5-13-8.** During this time, my clients were advised that Ford Motor Company has refused to provide my clients with a loaner vehicle while Ford Motor Company attempts to repair the vehicle. Art Hill Ford has instead provided their own loaner to my clients, but it is not a Ford Explorer XLT.

Not only have the defects and non-conformities in the subject vehicle been verified by Art Hill Ford, Ford Motor Company is well aware of the same. **On December 10, 2012, three (3) months after my clients purchased the Explorer, Ford issued Technical Service Bulletin 12-12-4.** The Technical Service Bulletin details that "[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur." Despite this fact, Ford Motor Company has refused to take back my clients' vehicle and to compensate them for them for their damages. Resultantly, my clients were forced to retain my office to represent them.

Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

We would prefer to resolve this case without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, my office will initiate legal proceedings against Ford Motor Company.

Sincerely,

Scott M. Cohen
Attorney at Law

SC/so
cc: Mr. and Mrs. [redacted]

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Indiana

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE16-008 000127 LC

- Currently registered in Indiana; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE16-008 000128 LC

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax; the unexpended portion of any prepaid license fees, original registration fees, and excise tax; and reasonable towing and rental costs directly incurred because of the claimed defect.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales taxes, and other charges or fees incurred as a result of the replacement; and reasonable towing and rental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE16-008 000129 LC

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE16-008 000130 LC

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

PE16-008 000131 LC

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details

Attachments: 0

Report# :	DJBC8007 NHL			**Received:**	10/02/2013
CCRG/EPRC:	S	**Reviewed Status:**		**Date:**	10/03/2013
Vehicle:	2013,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D82DG[redacted]			**Build Date:**	07/18/2012
Odometer :	11,541 M	**Engine:**	3.5L CYCLO	**Calibration:**	DUB1SN0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 01542 Art Hill Ford Lincoln			**Phone#:**	219-738-5300
City:	Merrillville	**State:**	Indiana	**Country :**	USA

Originator: RON PLAWECKI

Symptom: 8 89 5 39 SAFE/SEC,SMOKE/ODOR,EXHAUST,INTERMITTENT

Status:

VFG:

Additional Symptom: EXHAUST ODOR

Fix: **Causal Component :**

Condition Code:

Hotliner: CBEAUDRI **Phone:** **Regn Cd:** G1 Chicago

Engineering: **Phone:** **TAR:**

Dlr Contact: **Phone:** **Title Cde:** BM

KOEO:

KOEC:

KOER:

Comments:

REPAIR 10/02/2013 02:09PM CBEAUDRI
WEB FORM DATA - CONCERN: ON 9-24-13 WE PERFORMED TDB 12-12-4 ON THIS VEHICLE. CUSTOMER RETURNED TODAY WITH SAME PROBLEM. DIAGNOSTICS: I WENT FOR A DRIVE WITH THE CUSTOMER WITH A CO2 METER. THE METER READ 0 WHEN WE LEFT THE PARKING LOT. AFTER TEN MINUTES OF DRIVING ON THE HIGHWAY, THE METER READ 6. PARTS REPLACED: PERFORMED TSB 12-12-4 TECH QUESTION: PLEASE LET US KNOW IF THERE IS SOMETHING ELSE WE CAN DO TO ELIMINATE THE CO2 ENTERING THIS VEHICLE.

RECOMM 10/02/2013 02:09PM CBEAUDRI
RON, SOME 2013 EXPLORER VEHICLES MAY HAVE A REPEAT CONCERN OF EXHAUST ODOR AFTER TSB 12-12-4. IF THIS IS VERIFIED, ENSURE THAT TSB HAS BEEN COMPLETED CORRECTLY, AND VERIFY THE FOLLOWING: Â€¢ VERIFY PROPER BODY SEALING AS PER SECTION 501-00 BODY SYSTEM Â€" GENERAL INFORMATION OF THE WORKSHOP MANUAL. Â€¢ INSPECT THE AIR EXTRACTORS FOR POSSIBLE DAMAGE OR IMPROPER SEALING. Â€¢ INSPECT THE STEERING COLUMN SHAFT BOOT SEAL. Â€¢ INSPECT FOR EVIDENCE OF BODY REPAIRS AND ENSURE THAT THERE ARE NO MISSING OR POORLY SEATED BODY PLUGS IN THE FLOOR PAN OR ENGINE COMPARTMENT BULKHEAD. Â€¢ VERIFY THE LIFT GATE SEAL FOR DAMAGE AND PROPER FIT/CONTACT PATTERN. ENSURE THAT THE LIFT GATE PLUGS ARE IN PLACE IN THE DRAIN HOLES. Â€¢ USE ROTUNDA 134-R0135 LEAK DETECTOR (OR EQUIVALENT) TO LOCATE LEAK POINTS/SEAL OPENINGS. IF TSB 12-12-4 HAS BEEN PROPERLY COMPLETED AND THERE ARE NO CONCERNS VERIFIED WITH THE ABOVE INSPECTIONS, PLEASE BE ADVISED THAT THIS CONCERN IS CURRENTLY UNDER INVESTIGATION, MONITOR OASIS FOR UPDATES. ISM 13-07-010 2011-2014 EXPLORER - EXHAUST ODOR IN VEHICLE AFTER TSB 12-12-4

REPAIR 10/03/2013 07:39AM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE
PLEASE BE ADVISED THAT SINCE THE VEHICLE IS UNSAFE TO DRIVE, CUSTOMER WILL BE IN A LOANER UNTIL FURTHER NOTICE. CUSTOMERS CHILDREN HAVE

P2-6108 000133 LC

BECOME ILL DUE TO THIS PROBLEM, (I.E. NAUSEA AND SEVERE VOMITING).

RECOMM **10/03/2013 07:39AM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE**
RON, SINCE THERE IS A REPORTED INJURY, THE CHILDREN NAUSEA AND VOMITING. WHEN YOU HAVE A CONCERN ALLEGING A FIRE, ACCIDENT AND/OR AN INJURY HAS OCCURRED DUE TO AN ALLEGED PRODUCT DEFECT, PURSUANT TO THE WARRANTY AND POLICY MANUAL, NO REPAIRS SHOULD BE PERFORMED. SEE BELOW:

-**U.S. DEALERSHIPS** SHOULD COMPLETE A **DEALER/FLEET REQUEST FOR OGC REVIEW** FOUND ON FMCDEALER.COM - PARTS & SERVICE TAB - CUSTOMER SATISFACTION LINK.

NOTE: THE TECHNICAL SERVICE HOTLINE WILL NOT BE ABLE TO PROVIDE FURTHER ASSISTANCE WITH THIS ISSUE UNTIL AFTER THE OGC REVIEW.

REPAIR **10/08/2013 07:07AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**
HAS THE OGC REVIEW BEEN COMPLETED? IF NOT, PLEASE GIVE US AN ESTIMATED TIME WHEN WE CAN EXPECT THIS AS THE CUSTOMER IS INQUIRING ABOUT THEIR VEHICLE. THANK YOU

RECOMM **10/08/2013 07:07AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**
RON, THE OGC REVIEW MAY TAKE SOME TIME TO ADDRESS. IF YOUR DEALERSHIP SUBMITTED THE REPORT AS SUGGESTED PREVIOUSLY, YOU WILL BE CONTACTED BY AN OGC REPRESENTATIVE TO DISCUSS THIS CONCERN FURTHER.

REPAIR **10/15/2013 02:56PM ROBERT HEATER MSS - FCSD - TECH SVC HOTLINE**
PLEASE LET US KNOW THE CURRENT STATUS OF THE OGC REVIEW AS THE CUSTOMER IS INQUIRING ABOUT THE STATUS OF THEIR VEHICLE. ALL REPORTS HAVE BEEN SUBMITTED. THANK YOU IN ADVANCE FOR ANY HELP YOU CAN GIVE US.

RECOMM **10/15/2013 02:56PM ROBERT HEATER MSS - FCSD - TECH SVC HOTLINE**
RON, THE OGC IS STILL IN THE PROCESS OF REVIEWING THE CASE. YOU DEALERSHIP WILL BE NOTIFIED WHEN THE PROCESS HAS BEEN COMPLETED. NO FURTHER INFORMATION WILL BE AVAILABLE UNTIL THE OGC HAS RELEASED THE

0116-008 000134 LC

CASE.

ADD-ON **10/15/2013 02:56PM ROBERT HEATER MSS - FCSD - TECH SVC HOTLINE**
CONSULTED GAVEN BURNS

REPAIR **10/21/2013 07:16PM ASHTON O'DAY MSS - FCSD - TECH SVC HOTLINE**
WILL THE OGC NOTIFY US VIA FMC DEALER OR WILL THEY CALL WHEN THE PROCESS IS COMPLETED. THANK YOU, LEE ART HILL FORD LINCOLN

RECOMM **10/21/2013 07:16PM ASHTON O'DAY MSS - FCSD - TECH SVC HOTLINE**
LEE, YOU MOST LIKELY WILL RECEIVE A CALL FROM OGC.

REPAIR **10/24/2013 07:43AM ANDREW DANULOFF MSS - FCSD - TECH SVC HOTLINE**
THE CUSTOMER CAME INTO THE SHOP TODAY AND WANTED TO TAKE HIS VEHICLE WITH HIM. HE STATED TO US THAT UNLESS FORD GIVES HIM A REASON WHY HE SHOULDN'T DRIVE HIS VEHICLE, HE WILL BE PICKING UP HIS VEHICLE. HE SAID HE WANTS TO EITHER HEAR FROM FORD OR HE WILL BE TAKING HIS VEHICLE AT 5PM ON FRIDAY OCTOBER 25TH.

RECOMM **10/24/2013 07:43AM ANDREW DANULOFF MSS - FCSD - TECH SVC HOTLINE**
RON, THE FORD TECHNICAL HOTLINE HAS REVIEWED YOUR REQUEST AND HAS DETERMINED THAT IT IS NECESSARY TO DISCUSS THIS MATTER VERBALLY OVER THE TELEPHONE. YOU WILL BE CONTACTED SHORTLY BY A FORD TECHNICAL HOTLINE REPRESENTATIVE.

REPAIR **10/24/2013 09:33AM ANDREW DANULOFF MSS - FCSD - TECH SVC HOTLINE**
OUTBOUND CALL TO RON TO ADDRESS THE CUSTOMERÂ€™S REQUEST TO PICK UP THEIR VEHICLE WITHOUT RESPONSE FROM OGC.

RECOMM **10/24/2013 09:33AM ANDREW DANULOFF MSS - FCSD - TECH SVC HOTLINE**
RON, THE VEHICLE IS IN OGC REVIEW AND THE TECHNICAL HOTLINE HAS TO TAKE A HANDS OFF APPROACH UNTIL INSTRUCTED BY OGC. IT IS NOT RECOMMENDED OR ENCOURAGED FOR THE CUSTOMER TO TAKE THE VEHICLE WITHOUT THE OGC REVIEW COMPLETE. IT IS RECOMMENDED THAT THE CUSTOMER AND THE DEALER CONTACT CUSTOMER SERVICE TO REPORT THE VEHICLE HAS BEEN DOWN FOR THREE WEEKS WITH NO RESPONSE FROM OGC.

REPAIR **11/01/2013 05:10PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**
PLEASE NOTIFY US WITH ANY INFORMATION YOU MAY HAVE REGARDING THIS CONCERN. CUSTOMER IS AWAITING RESPONSE.

RECOMM **11/01/2013 05:10PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**
RON, CURRENTLY, THERE IS NOT ANY UPDATED INFORMATION AVAILABLE. WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. OGC WILL BE CONTACTED TO VERIFY THE STATUS OF THIS CASE, AND YOU WILL BE CONTACTED TO DISCUSS THIS CONCERN FURTHER.

ADD-ON **11/01/2013 05:10PM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE**
CONSULTED HOTLINE TEAM LEADER SHAWN FERRET. THIS REPORT TO BE FORWARDED TO SHAWN FERRET FOR FURTHER REVIEW.

Download Options

Folder Number: _____ File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report

Requester: FARMSTR8
Report Summary
Server: ECCVWS962

21-Mar-2014
Retention: None

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STATE OF INDIANA)
) S.S.
COUNTY OF LAKE)

Lake County Clerk's Office
CLERK LAKE SUPERIOR COURT
232 RUSSELL STREET
HAMMOND, INDIANA 46320

Filed in Clerk's Office
MAR 06 2014

[redacted] Plaintiff(s)

FORD MOTOR COMPANY Defendant(s)

Cause No: _____

[redacted]

SUMMONS

THE STATE OF INDIANA TO THE DEFENDANT:

Ford Motor Company
c/o CT Corporation System
150 W. Market Street, Suite 800
Indianapolis, IN 46204

You have been sued by the person(s) identified as "Plaintiffs" in the Court stated above.

The nature of the suit against you is stated in the COMPLAINT which is attached to this SUMMONS. It also states the demand which Plaintiffs have made against you.

You must either personally or by your attorney file your written answer to the COMPLAINT with the Clerk within twenty (20) days commencing the day after this SUMMONS and the COMPLAINT were personally served upon you or your agent or left for you by the Sheriff or other process server.

In the event the SUMMONS and COMPLAINT were left for you and you then receive by first class mail (not certified) a copy of the SUMMONS alone, this mailing is merely a confirmation that the SUMMONS and COMPLAINT were previously left for you. You should not consider the date on which you receive the mailed SUMMONS as the commencement date for the time period allowed for your answer. Rather, the time period allowed for your written answer commences on the date when the SUMMONS and COMPLAINT were first personally served upon you or your agent or left for you by the Sheriff or other process server.

However, if you or your agent first received the SUMMONS and the COMPLAINT by certified mail, you have twenty-three (23) days from the date of receipt to file your written answer with the Clerk.

If you fail to answer the COMPLAINT of the Plaintiffs within the times prescribed herein, judgment will be entered against you for the Plaintiffs have demanded.

If you claim against the Plaintiffs arising from the same transaction or occurrence, you may be required to assert such claim in writing together with your written answer.

The following manner of service is hereby designated: Certified Mail by attorney

KROHN & MOSS, LTD.
Scott M. Cohen
Attorney for Plaintiffs
10 North Dearborn Street, 3rd Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 21489-45

Date: MAR 13 2014

CLERK OF THE LAKE CIRCUIT AND SUPERIOR COURTS

By: _____
Deputy Clerk

C201457

PE16-008 000137 LC

IN THE SUPERIOR COURT
LAKE COUNTY, INDIANA

Filed in Clerk's Office
MAR 06 2014
CLERK LAKE CIRCUIT COURT

[redacted]

Plaintiffs;

v.

FORD MOTOR COMPANY,

Defendant.

No. [redacted]

COMPLAINT

COME NOW the Plaintiffs, [redacted], by and through Plaintiffs' attorneys, KROHN & MOSS, LTD., and for their Complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, [redacted] ("Plaintiffs"), are individuals who at all times relevant hereto resides in the State of Indiana.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Indiana and is engaged in the manufacturer and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Art Hill, Inc. ("Seller"). Manufacturer does business in all counties of the State of Indiana.

BACKGROUND

3. On or about September 12, 2012, Plaintiffs purchased from Seller a 2013 Ford Explorer ("Explorer"), Vehicle Identification No. 1FM5K8D82DG[redacted], for valuable consideration. (A copy of Plaintiffs' purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the Explorer, excluding registration charges, document fees, sales tax, and other collateral charges, such as bank and finance charges, totaled $38,659.87.

5. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiffs several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's written warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell and/or distribute vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into written sales and servicing agreements with Manufacturer.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.

12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the subject vehicle.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the subject vehicle that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. On or about September 12, 2012, Plaintiffs took possession of the Explorer and shortly thereafter experienced the various defects and/or non-conformities listed below that substantially impair the use, value and/or safety of the Explorer.

15. Plaintiffs brought the Explorer to Seller and/or other authorized service dealers of Manufacturer for various defects and non-conformities, including but not limited to the following:

a. Defective exhaust system and/or climate control system as evidenced by an exhaust or sulfur smelling odor in the vehicle, and the emission of carbon monoxide into the passenger compartment;

b. Defective trim items;

c. Defective rearview mirror as evidenced by a rattling noise; and

d. Any additional complaints made by Plaintiffs that are contained in Defendant's records or on any dealer repair orders.

16. The defects and/or non-conformities in the vehicle render it unfit for its ordinary purpose in that the Explorer did not provide Plaintiffs with reliable transportation and the vehicle was not substantially free from defects and/or non-conformities.

17. Manufacturer was unable and/or failed to adequately repair the Explorer after

being afforded a reasonable number of attempts to do so.

18. The limited repair or replacement of defective parts remedy contained in Manufacturer's warranty failed of its essential purpose pursuant to I.C. 26-1-2-719(2) due to Manufacturer's failure to repair the Explorer within a reasonable time.

19. Manufacturer was unable and/or failed to adequately repair the defects and/or non-conformities in the Explorer as provided in Manufacturer's warranty after being afforded a reasonable opportunity to do so pursuant to 15 U.S.C. § 2310(e).

20. Plaintiffs justifiably lost confidence in the Explorer's safety and/or reliability, and said defects have substantially impaired the value of the Explorer to Plaintiffs.

21. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Explorer.

22. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Explorer for purposes of performing repairs on the vehicle.

23. Manufacturer was further notified of the defects in Plaintiffs' vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

24. As a result of the defects and non-conformities in the Explorer and Manufacturer's failure to timely repair the same, on November 18, 2013, Plaintiffs notified Manufacturer of the defects in writing and revoked acceptance of the vehicle. (A copy of said letter is attached hereto and marked as Exhibit "B").

25. At the time of revocation, the Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

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26. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

27. The Explorer remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects and/or non-conformities that substantially impair its use, value and/or safety.

28. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written and implied warranties.

29. Despite the fact that Manufacturer's informal dispute procedure administered by the National Center for Dispute Settlement ("BBB") is not certified by the Indiana Attorney General, Plaintiffs submitted to the BBB anyway and were dissatisfied with the decision of the BBB. (See Letter from the Indiana Attorney General attached as Exhibit "C" identifying that Defendant does not maintain a certified IDR program and the decision of the BBB attached as Exhibit "D").

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

30. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

31. Plaintiffs are purchasers of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

32. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

33. Seller is an authorized dealership/agent of Manufacturer designated to perform

repairs on vehicles under Manufacturer's automobile warranties.

34. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Explorer was manufactured, distributed, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

35. Plaintiffs' purchase of the Explorer was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Explorer to repair the Explorer or take other remedial action free of charge to Plaintiffs with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in said undertaking.

36. Said warranties were the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Explorer to Plaintiffs.

37. Said purchase of Plaintiffs' Explorer was induced by, and Plaintiffs relied upon, these written warranties.

38. Plaintiffs have met all of their obligations and preconditions as provided in the written warranties.

39. As a direct and proximate result of Manufacturer's failure to comply with its written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
d. Such other and further relief that the Court deems just and appropriate.

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COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

40. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

41. The Explorer purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended consumers, Plaintiffs herein.

42. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

43. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

44. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Explorer was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Explorer was intended.

45. The Explorer was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

46. The above described defects in the Explorer render the Explorer unfit for the ordinary and essential purpose for which the Explorer was intended.

47. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continues to suffer various damages.

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WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
d. Such other and further relief that the Court deems just and appropriate.

COUNT III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d) OF THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

48. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

49. Manufacturer's tender of the Explorer was substantially impaired to Plaintiffs.

50. Manufacturer's tender of the Explorer, which was substantially impaired to Plaintiffs, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
d. Such other and further relief that the Court deems just and appropriate.

COUNT IV
INDIANA MOTOR VEHICLE PROTECTION ACT

51. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

52. Plaintiffs have presented the Explorer to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities, and those defects and/or non-

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conformities continue to exist and/or the Explorer have been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30th) business day.

53. Pursuant to the Act, the Explorer does not conform to the express warranties issued to Plaintiffs by Manufacturer.

54. Pursuant to the Act, Plaintiffs are entitled to a refund of the full price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of the Explorer's purchase price and all incidental and consequential damages incurred by Plaintiffs;
b. Incurred and/or needed costs of repair;
c. Return of all finance charges incurred by Plaintiffs for the Explorer;
d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
e. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

* Plaintiffs demand trial by jury on all issues in this action.

Respectfully Submitted,
MIGUEL ASTORGA AND LEMORIA ASTORGA

By: _____
Scott M. Cohen

KROHN & MOSS, LTD.
Attorneys for Plaintiffs
10 North Dearborn St, 3rd Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No: 21489-45

EXHIBIT A

INDIANA VEHICLE RETAIL INSTALLMENT CONTRACT

DATE

1-800-727-7000	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	SELLER/CREDITOR (Seller Name and Address)
FordCredit www.fordcredit.com	[redacted] PORTAGE IN [redacted] PORTER	[redacted] 501 W. LINCOLN HWY. MERRILLVILLE IN 46410

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

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	158	2013 FORD TRUCK	EXPLORER	1FM5K8D82DG[redacted]	☒ Personal ☐ Agricultur ☐ Commercial

Trade-in 2007 FORD TRUCK (Year and Make) $ 7500.00 (Gross Allowance) $ N/A (Amount Owing)

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price		$ 38659.87 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor		$ 1500.00
Cash Down Payment		$ N/A
N/A		$ N/A
Trade-in (description above)		$ 7500.00
Total Down Payment		$ 9000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		$ 29659.87 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees $ 15.00		
(ii) for filing fees $ N/A		
(iii) for taxes (not in Cash Price) $ 2342.89		$ 2357.89
To Insurance Companies for:		
Credit Life Insurance		$ N/A
Credit Disability Insurance		$ N/A
N/A		$ N/A
N/A		$ N/A
To STATE OF INDIANA for TIRE TAX		$ 1.25
To N/A for N/A		$ N/A
To N/A for N/A		$ N/A
To ART HILL INC. for DOCUMENTARY FEE		$ 75.00
To N/A for N/A		$ N/A
To FORD ESP for SERVICE CONTRACT		$ 2310.00
To N/A for N/A		$ N/A
To FORD ESP for OTHER SVC CONTRACT		$ 0.00
To N/A for N/A		$ N/A
Total		$ 4744.14 (4)
5. Amount Financed (3 plus 4)		$ 34404.01 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment
4.99 %	$ 5555.27	$ 34404.01	$ 39959.28	of $ 9000.00 $ 48959.28

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due (Monthly, Quarterly, Semi-annually, Annually, Other)
72	554.99	starting OCTOBER 27, 2012
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is $17.50.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and

INSURANCE

YOU ARE REQUIRED TO INSUR THE VEHICLE. YOU MAY OBTAI VEHICLE INSURANCE FROM PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVEI AGE FOR BODILY INJURY AN PROPERTY DAMAGE CAUSE TO OTHERS IS NOT INCLUDEI CREDIT LIFE, CREDIT DISABI ITY AND OTHER OPTIONAL I SURANCE ARE NOT REQUIRE TO OBTAIN CREDIT AND WIL NOT BE PROVIDED UNLES YOU SIGN AND AGREE TO PA THE PREMIUM.

Credit
☐ Life N/A Insurance Company
$ N/A Premium N/A Insured(s)
You want Credit Life Insurance.
N/A
Buyer Signs
N/A
Co-Buyer Signs

Credit
☐ Disability N/A Insurance Company
$ N/A Premium N/A Insured(s)
You want Credit Disability Insurance.
N/A
Buyer Signs
N/A
Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Mont
N/A	$ N/
N/A	N/A
N/A	$ N/
N/A	N/A

You want the optional insurance for whic premiums are included above.
N/A
Buyer Signs

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	$ N/A	Term N/A	
N/A	$ N/A	Term N/A	
N/A	$ N/A	Term N/A	

Buyer Signs X N/A

are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ **Debt Cancellation Waiver Addendum (Optional)**

If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs N/A

Any change in this contract must be in writing and signed by you and the [redacted]

Buyer Signs [redacted] Signs

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

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO BUYER

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

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

[redacted]

Signs Signs

Seller ART HILL INC. By X Title BUS MNGR

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, th Seller assigns this contract to LINCOLN AUTOMOTIVE FINANCIAL SERVICES ("Assignee"). To conta Assignee about this contract, call 1-888-498-8801 or visit their website at www.LincolnAFS.com.

Seller ART HILL INC. By X Title BUS MNGR

FC 17613-SI (DEC 10) (Previous editions may NOT be used.)
FC 17613-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMI

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERA

ART HILL | Ford | LINCOLN | 901 W. Lincoln Hwy. MERRILLVILLE, IN 46410 (219) 738-5300 | mazda | 957 W. Lincoln Hwy. MERRILLVILLE, IN 46410 (219) 738-5300

(ORDER)

[redacted]

Sale Date SEPTEMBER 12 20

E/A Deal Number 103984

Bus. Phone [redacted]

City PORTAGE State IN Zip [redacted] CUST # [redacted]

Driver's Lic. No. [redacted] State IN Exp. Date

Salesperson WILLIAM F. MOORE

☒ NEW ☐ USED ☐ DEMONSTRATOR

YEAR	MAKE	SERIES	BODY TYPE
2013	FORD TRUCK	EXPLORER	4DR 4WD XLT

COLOR MAIN	TRIM	STOCK NUMBER
STRLING GRY MET	CHAR BLK L	F1965

MILEAGE 156 VIN 1FM5K8BB2DG[redacted]

LIEN TO:
FORD MOTOR CREDIT CO
P. O. BOX 105704
ATLANTA GA 30348-5704

E-contract

PRICE OF VEHICLE →	$ 38659.87
EQUIPMENT	
DEALER INSTALLED ***** A-PLAN *****	
	N/A
DOC FEES $ 75.00/TITLE FEES $ 15.00 — TOTAL PURCHASE PRICE INCLUDING ANY DEALER INSTALLED OPTIONS:	90.00 / 38748.87
SALES TAX + $ 1.25 TIRE TAX	2358.14
SERVICE CONTRACT 84/60000	2610.00
TOTAL CASH PRICE	43616.01
DEPOSIT REBATE OF $ 1500.00	1500.00
TRADE-IN ALLOWANCE	7500.00
[redacted]	N/A
CASH ON DEL.	N/A
UNPAID BALANCE/CONTRACT AMOUNT	34618.01
TOTAL	34618.01
INS. C.L.	N/A
A.H.	N/A
GAP INSURANCE	N/A
UNPAID BALANCE	34618.01
WEAR CARE	N/A
FINANCE CHARGE	5834.47
TOTAL OF PAYMENT @ 72 @ 561.84	40452.48
DEFERRED PAYMENT PRICE	49452.48
ANNUAL PERCENTAGE RATE	4.99

NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS CONTRACT
THE PURCHASER IS RESPONSIBLE FOR ALL ATTORNEY FEES AND COSTS INCURRED BY THE SELLER FOR ENFORCEMENT OF THIS CONTRACT

TRADE - IN

Titled Owner(s) [redacted]
Make Of Trade-In FORD TRUCK
Year 2007 Body Type WGN SEL
Model/Series FREESTAR WAG Color RED
Mileage 65541 Stk# [redacted]
V.I.N # 2FMDA52237B[redacted]
Creditor Name:
Creditor Address:
Trade-In Allowance $ 7500.00
Payoff Amount $

TRADE - IN

Titled Owner(s)
Make Of Trade-In
Year Body Type
Model/Series Color
Mileage Stk#
V.I.N #
Creditor Name:
Creditor Address
Trade-In Allowance $ N/A
Payoff Amount $

1. THE PURCHASER REPRESENTS THAT THE TRADE-IN VEHICLE(S) HAS NO LIENS OTHER THAN A PURCHASE MONEY SECURITY INTEREST LIEN AS SHOWN BY THE PAYOFF AMOUNT ABOVE.
2. PURCHASER WARRANTS THAT THE TRADE-IN VEHICLE(S) HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL DESIGNATION AS "DEFECTIVE," "REBUILT," "SALVAGED," "FLOOD," ETC. [redacted]

WARRANTY INFORMATION

NEW OR DEMONSTRATOR: IF THE VEHICLE IS A NEW OR DEMONSTRATOR VEHICLE, THE ONLY WRITTEN WARRANTY PROVIDED WITH RESPECT TO THE VEHICLE AND FACTORY INSTALLED ACCESSORIES IS THE MOST RECENT APPLICABLE PRINTED WARRANTY WHICH IS MADE SOLELY BY THE MANUFACTURER OF THE VEHICLE.
DEALER INSTALLED ACCESSORIES ARE NOT INCLUDED IN THE MANUFACTURER'S WARRANTY ON THE VEHICLE AND MAY OR MAY NOT BE INCLUDED IN SEPARATE WRITTEN WARRANTIES WHICH ARE MADE SOLELY BY MANUFACTURERS OF THE ACCESSORIES.
USED: IF THE VEHICLE IS A USED VEHICLE, THE VEHICLE IS SOLD BY DEALER AS IS - WITH ALL FAULTS.
USED OR DEMONSTRATOR: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR, OR USED: UNLESS A SERVICE CONTRACT IS PROVIDED IN A SEPARATE WRITTEN INSTRUMENT WHICH SHOWS THE TERMS OF ANY SUCH SERVICE CONTRACT ENTERED INTO BETWEEN DEALER AND PURCHASER, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, OR ANY OTHER INCIDENTAL DAMAGES ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

STATE OF INDIANA, COUNTY OF LAKE, SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF SEP 2012

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supercedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges reading, understanding and accepting this Order and the Additional Terms and Conditions printed on the reverse side of this Order and receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer. This agreement incorporates all terms of any agreement between the parties regarding the sale of this vehicle between buyer & seller.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER AND IN ANY SERVICE CONTRACT ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.
BEFORE SIGNING READ BOTH SIDES OF THIS ORDER AND ANY SERVICE CONTRACT CAREFULLY.
DEPOSIT NOT REFUNDAB[redacted]

[redacted] By _____ Title Business M. _____ [redacted]
Dealer/Authorized Representative Purchaser

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATION OR RESPONSIBILITIES

EXHIBIT B

Krohn & Moss, Ltd.

Arizona, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, Ohio, Texas, Wisconsin

Main Office
10 N. Dearborn St., 3rd Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 217
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
scohen@consumerlawcenter.com

Writer licensed to practice only in:
Illinois
Indiana

November 18, 2013

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
Vehicle: 2013 Ford Explorer XLT
VIN: 1FM5K8D82DG[redacted]
Our File No: H13005616S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Indiana Lemon Law, the Federal Magnuson-Moss Warranty Act, as well as claims at common law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and attempts to repair the vehicle over the course of thirty-seven (37) business days and counting have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective exhaust system and/or climate control system as evidenced by an exhaust or sulfur smelling odor in the vehicle, and the emission of carbon monoxide into the passenger compartment;
2. Defective trim items;

3. Defective rearview mirror as evidenced by a rattling noise;

4. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. In fact, the above-mentioned defects and non-conformities in the vehicle have made my clients and their children physically ill. After purchasing the Explorer, my clients and their children have experienced car sickness and an array of respiratory illnesses, including pneumonia and asthma attacks. They have experienced stomach and head aches, as well. My clients' symptoms are indicative of carbon monoxide exposure and poisoning.

Notably, a technician and the body shop manager at Art Hill Ford have advised my clients that they have noticed the same odors emanating from my clients' vehicle and have reported that it also made them feel ill. My clients have been told by Art Hill Ford that their vehicle is not safe to drive. **As such, the vehicle has been at Art Hill Ford since October 2, 2013, which now represents a total of 37 business days (45 total days, including my clients' two (2) day visit on September 23 and 24, less 7 Sundays and Veteran's Day) that the vehicle has been out of service in violation of I.C. § 24-5-13-8.** During this time, my clients were advised that Ford Motor Company has refused to provide my clients with a loaner vehicle while Ford Motor Company attempts to repair the vehicle. Art Hill Ford has instead provided their own loaner to my clients, but it is not a Ford Explorer XLT.

Not only have the defects and non-conformities in the subject vehicle been verified by Art Hill Ford, Ford Motor Company is well aware of the same. **On December 10, 2012, three (3) months after my clients purchased the Explorer, Ford issued Technical Service Bulletin 12-12-4.** The Technical Service Bulletin details that "[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur." Despite this fact, Ford Motor Company has refused to take back my clients' vehicle and to compensate them for them for their damages. Resultantly, my clients were forced to retain my office to represent them.

Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

We would prefer to resolve this case without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, my office will initiate legal proceedings against Ford Motor Company.

Sincerely,

Scott M. Cohen
Attorney at Law

SC/sc
cc: Mr. and Mrs. [redacted]

EXHIBIT C

STATE OF INDIANA
OFFICE OF THE INDIANA ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
GREG ZOELLER
INDIANA ATTORNEY GENERAL
302 W. WASHINGTON STREET, 5TH FLOOR • INDIANAPOLIS, IN 46204-2770
www.IndianaConsumer.com
PHONE: 317.232.6330
FAX: 317.233.4393

May 13, 2013

Dane Schumann
Krohn & Moss, Ltd.
10 N. Dearborn St., 3rd Floor
Chicago, IL 60602

RE: **Indiana Lemon Law Certified Informal Dispute Resolution Programs**

Dear Mr. Schumann:

Per your request, the informal dispute resolution programs currently certified by the Indiana Attorney General's office pursuant to Indiana Code §24-5-13-19, are:

General Motors, including Saturn;
Volkswagen of America;
Mitsubishi Motors of America;
Kia Motors America;
Isuzu Motors America;
Honda, including Acura;
Nissan, including Infiniti.

If I can provide additional information, feel free to call me at (317) 234-6784.

Sincerely,

Mark Snodgrass
Deputy Attorney General
Consumer Protection Division

Doc. No. 1224184

EXHIBIT D

Denial Decision

Submitted Date: 02/03/14
FRD1333444
VIN: 1FM5K8D82DG[redacted]
Customer: Mr [redacted] - Hearing Date: 01/13/14
Arbitrator: Michael J. Jenuwine

Question 1
The customer's request (listed below) is denied.
Repurchase

CASE: FRD1333444
Arbitrator: Michael J. Jenuwine

Customer: Mr [redacted]
Date: 02/03/14

Reasons for Decision

Submitted Date: 02/03/14
FRD1333444
VIN: 1FM5K8D82DG[redacted]
Customer: Mr [redacted] - Hearing Date: 01/13/14
Arbitrator: Michael J. Jenuwine

Question 1

Please state your decision and then explain why it is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

The Agreement to Arbitrate lists three separate issues that were submitted to arbitration: (1) Exhaust System; (2) Body and Trim; and (3) Electrical. As this was a documents-only arbitration, there was no test drive nor oral testimony taken by the arbitrator. An Inspection Report dated 1/20/2014 was provided from a Technical Expert.

Slightly over one year after the vehicle was purchased by [redacted], the 2013 Ford Explorer XLT was in for service at Art Hill Ford on September 23, 2013, at which time the vehicle's mileage was 11,191 miles. At that time, Mr. & Ms. [redacted] reported smelling exhaust fumes, hearing a rattle at a mirror, and requested that the battery be tested and the tires be inspected. Service records indicate that the "Tested Battery Status Green" and "Tire Status Green" with 7/32 or greater of tread remaining. Based on records submitted, the "Electrical" issue is not a defect in material or workmanship. In terms of other issues, service records state that parts were ordered, and that "appt with body shop will have to be made." Service records further refer to "TSB 12-12-4," a technical service bulletin titled "Explorer Exhaust Odor In Vehicle." The Technical Service Bulletin lists parts that need to be ordered to address the exhaust issue, and those parts were listed as having been ordered, and covered under warranty in the [redacted] service records. No records indicated that repairs were ever attempted or completed on this vehicle.

In total, Mr. & Ms. [redacted]'s 2013 Ford Explorer was brought in to Art Hill Ford on one occasion. It is difficult to determine the days out of service because no records were submitted indicating any repairs made, or when the vehicle was returned to the Astorgas. Documentation submitted for review does indicates a TSB specific to the exhaust problems reported, but no indication that the repairs outlined in TSB 12-12-4 have been attempted. Without further information concerning the result of the repair attempts, if any, it is impossible to determine whether there has been a reasonable opportunity for the manufacturer to repair the defects reported by the consumer.

On January 20, 2014, the Technical Expert, Stanley J. Urbanski (ASE-5334-0623) conducted an inspection of the vehicle while it was reportedly located at the residence of Mr. and Ms. [redacted] in Portage, Indiana. The Inspection Report evaluated the three problems outlined above: Exhaust System; Body & Trim; and Electrical - battery. In terms of the exhaust problems reported by the consumer, the technical expert indicated that the problem did not exist at the time of the inspection, stating "The vehicle was driven 11 miles. There were no exhaust leaks heard. There were no exhaust fumes. There was no abnormal noise from the exhaust." The technical expert further reported that no problem existed with regards to the Body & Trim rattle, stating "Test drive there was not rattle from any outside mirror or interior mirror." The technical expert additionally reported that no problem existed concerning the electrical system – battery, stating "The vehicle was test driven and stop and started several times and the engine starts every time. The Battery is oem and appears to be in good condition."

Based on careful deliberation and review of the evidence provided, including provisions of the Indiana Lemon Law, all submitted documentation, the repair and warranty history as well as the report of the Inspector, there are no current non-conformities on Mr. and Ms. [redacted] 2013 Ford Explorer. There was no evidence provided to indicate that that any of the reported defects continue to exist at this time.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Question 3

Statistical Information:

We are required to track specific statistical information. If a repurchase/replacement is awarded under the lemon law please indicate:

a **Cumulative number of days the vehicle was out of service for all problems:**
UNK

b **Was final notice given to the manufacturer (YES, NO or N/A)?**
N/A

CASE: FRD1333444
Arbitrator: Michael J. Januwine

Customer: Mr [redacted]
Date: 02/03/14

IN THE SUPERIOR COURT
LAKE COUNTY, INDIANA

[redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

[redacted]

No.

Filed in Clerk's Office
MAR 06 2014
CLERK LAKE CIRCUIT COURT

APPEARANCE AND JURY DEMAND BY ATTORNEY IN CIVIL CASE

Party Classification: Initiating X Responding ____ Intervening ____

1. The undersigned attorney and all attorneys listed on this form now appear in this case for the following party member(s): Miguel & Lemoria Astorga

2. Applicable attorney information for service as required by Trial Rule 5 (B) (2) and for case information as required by Trial Rules 3.1 and 77 (B) is as follows:

Name: Scott M. Cohen Atty Number: 21489-45
Name: John Barker Atty Number: 22885-49
Address: 10 N. Dearborn St. Phone: (312) 578-9428 ext. 217 (Cohen), 252 (Barker)
3rd Floor Fax: (866) 431-5576
Chicago, Illinois 60602 Computer Addresses: scohen@consumerlawcenter.com; jbarker@consuemrlawcenter.com

3. There are other party members: Yes ____ No X *(If yes, list on continuation page)*

4. *If first initiating party filing this case*, the Clerk is requested to assign this case the following Case Type under Administrative Rule 8 (b)(3): Civil Plenary (PL)

5. I will accept service by FAX at the above noted number: Yes ____ No X

6. This case involves support issues. Yes ____ No X *(If yes, supply social security numbers for all family members on continuation page.)*

7. There are related cases: Yes ____ No X *(If yes, list on continuation page)*

8. This form has been served on all other parties. Certificate of Service is attached: Yes ___ No ___

9. Additional information required by local rule: ____

Attorney at Law
Attorney information shown above

IN THE SUPERIOR COURT
LAKE COUNTY, INDIANA

Filed in Clerk's Office
MAR 06 2014
CLERK LAKE CIRCUIT COURT

[redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

No. [redacted]

The decision of the Court should be summarized as follows in the Chronological Case Summary under this cause number:

Plaintiffs file Plaintiffs' Complaint and Appearance.

A full text order of this decision for the Record of Judgments and Orders is attached:

Yes _____ No X

Submitted By:

KROHN & MOSS, LTD.
Scott M. Cohen
Attorney for Plaintiffs
10 N. Dearborn Street, 3rd Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 21489-45

Opposing Counsel:

Approved/Date:

JUDGE

Requesting Dealer Fleet: Art Hill Ford Lincoln
PA Code: 01542
Contact Person: Ron Plawecki
Title: Body Shop Manager
Phone Number: 219-738-5300
Fax Number: 219-738-9078
Email: ronplawecki@yahoo.com
Region: Chicago
Address: 901 W. Lincoln Hwy.
City: Merrillville
State: Indiana
Zip Code: 46410
CUSTOMER VEHICLE INFORMATION:
WSD: 09/12/2012
Vehicle Year: 2013
Vehicle Model: Explorer
Vehicle VIN: 1FM5K8D82DG[redacted]
Mileage: 11541
customer Fleet Name: [redacted]
Street Address: [redacted]
City : PORTAGE
State : Indiana
Zip Code : [redacted]
Customer Region: NORTHWEST INDIANA
DETAILS OF INCIDENT:
Injury
Date of Incident: 2013-09-20
County incident occurred: UNITED STATES
Is customer alleging a component defect CAUSED the incident? YES
Details: CUSTOMER AND THEIR CHILDREN HAVE BECOME SICK AND VOMITED BECAUSE OF CO2 LEVEL IN VEHICLE WHILE DRIVING. CO2 LEVEL IN THE CABIN INCREASES WITH HIGHWAY DRIVING.
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: ART HILL FORD LINCOLN 901 W. LINCOLN HWY. MERRILLVILLE, IN 46410
Attorney information:
CVO Contact:
Resolution Customer is seeking: CUSTOMER WANTS US TO FIX THE PROBLEM
Comments: WE PERFORMED TSB 12-12-4 AND THE AVERAGE CO2 LEVEL WAS CUT IN HALF AFTER THE TSB WAS DONE. STILL REGISTERING A 6 ON THE METER, WHERE BEFORE THE TSB, METER WAS READING 12 OR ABOVE

Krohn & Moss, Ltd.

Arizona, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, Ohio, Texas, Wisconsin
Main Office
10 N. Dearborn St., 3rd Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 217
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
scohen@consumerlawcenter.com

Writer licensed to practice only in:
Illinois
Indiana

November 18, 2013

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

Open Product Claim - D0869666 Cotheuna DCE7474

'13 NOV 21 A9:3

CONSUMER LAW CENTER SECTION

RE: [redacted] **v. Ford Mo**
Vehicle: 2013 Ford Explorer XLT
VIN: 1FM5K8D82DG[redacted]
Our File No: H13005616S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Indiana Lemon Law, the Federal Magnuson-Moss Warranty Act, as well as claims at common law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and attempts to repair the vehicle over the course of thirty-seven (37) business days and counting have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective exhaust system and/or climate control system as evidenced by an exhaust or sulfur smelling odor in the vehicle, and the emission of carbon monoxide into the passenger compartment;

2. Defective trim items;

3. Defective rearview mirror as evidenced by a rattling noise;

4. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. In fact, the above-mentioned defects and non-conformities in the vehicle have made my clients and their children physically ill. After purchasing the Explorer, my clients and their children have experienced car sickness and an array of respiratory illnesses, including pneumonia and asthma attacks. They have experienced stomach and head aches, as well. My clients' symptoms are indicative of carbon monoxide exposure and poisoning.

Notably, a technician and the body shop manager at Art Hill Ford have advised my clients that they have noticed the same odors emanating from my clients' vehicle and have reported that it also made them feel ill. My clients have been told by Art Hill Ford that their vehicle is not safe to drive. **As such, the vehicle has been at Art Hill Ford since October 2, 2013, which now represents a total of 37 business days (45 total days, including my clients' two (2) day visit on September 23 and 24, less 7 Sundays and Veteran's Day) that the vehicle has been out of service in violation of I.C. § 24-5-13-8.** During this time, my clients were advised that Ford Motor Company has refused to provide my clients with a loaner vehicle while Ford Motor Company attempts to repair the vehicle. Art Hill Ford has instead provided their own loaner to my clients, but it is not a Ford Explorer XLT.

Not only have the defects and non-conformities in the subject vehicle been verified by Art Hill Ford, Ford Motor Company is well aware of the same. **On December 10, 2012, three (3) months after my clients purchased the Explorer, Ford issued Technical Service Bulletin 12-12-4.** The Technical Service Bulletin details that "[s]ome 2011-2013 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur." Despite this fact, Ford Motor Company has refused to take back my clients' vehicle and to compensate them for them for their damages. Resultantly, my clients were forced to retain my office to represent them.

Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. [redacted].

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. [redacted] Chevrolet Motor Division[redacted].

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

We would prefer to resolve this case without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, my office will initiate legal proceedings against Ford Motor Company.

Sincerely,

Scott M. Cohen
Attorney at Law

SC/sc
cc: Mr. and Mrs. [redacted]

[redacted]

[redacted]

Case Number [redacted]

Filing # [redacted] E-Filed 05/27/2015 12:59:32 PM

IN THE CIRCUIT COURT IN AND FOR
LAKE COUNTY, FLORIDA

CASE NO. [redacted]

[redacted],

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

PLEASE SERVE:
Ford Motor Company
c/o C T Corporation System
1200 S. Pine Island Road
Plantation, FL 33324

DATE: 6-2-15 **TIME:** 1:30 PM

ERIC DEAL **S.P.S. #336**

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant **FORD MOTOR COMPANY.**

Each defendant is required to serve written defenses to the complaint or petition on [redacted], plaintiff's attorney, whose address is [redacted], Chicago, IL [redacted], within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on MAY 27 2015

NEIL KELLY
As Clerk of the Court
By
As Deputy Clerk

CIRCUIT & COUNTY COURT · LAKE COUNTY, FLORIDA

BRENT WIKGREN
KROHN & MOSS, LTD.
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
FBN: 0042911

If you are a person with a disability who needs an accommodation in order to participate in a proceeding, you are entitled, at no cost to you, the provision of certain assistance. Please contact the ADA Coordinator for the Courts within 2 working days of your receipt of your notice to appear in Court at: Lake County Laurie Crews (352) 253-0900 x100.

9
CM

*** FILED: LAKE COUNTY, FL NEIL KELLY, CLERK. ***

[redacted]

[redacted]-008 000168 LC

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075. (See instructions for completion.)

I. CASE STYLE

Lake County Circuit Court

(Name of Court) _____

Plaintiff [redacted]

Case #: [redacted]

Judge: _____

vs.

Defendant Ford Motor Company.

II. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☒ Products liability
- ☐ Real property/Mortgage foreclosure
  - ☐ Commercial foreclosure $0 - $50,000
  - ☐ Commercial foreclosure $50,001 - $249,999
  - ☐ Commercial foreclosure $250,000 or more
  - ☐ Homestead residential foreclosure $0 - $50,000
  - ☐ Homestead residential foreclosure $50,001 - $249,999
  - ☐ Homestead residential foreclosure $250,000 or more
  - ☐ Nonhomestead residential foreclosure $0 - $50,000
  - ☐ Nonhomestead residential foreclosure $50,001 - $249,999
  - ☐ Nonhomestead residential foreclosure $250,000 or more
  - ☐ Other real property actions $0 - $50,000
  - ☐ Other real property actions $50,001 - $249,999
  - ☐ Other real property actions $250,000 or more
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☐ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance

- ☐ Constitutional challenge—proposed amendment
- ☐ Corporate trusts
- ☐ Discrimination—employment or other
- ☐ Insurance claims
- ☐ Intellectual property
- ☐ Libel/Slander
- ☐ Shareholder derivative action
- ☐ Securities litigation
- ☐ Trade secrets
- ☐ Trust litigation

III. REMEDIES SOUGHT (check all that apply):
- ☒ monetary;
- ☐ nonmonetary declaratory or injunctive relief;
- ☐ punitive

IV. NUMBER OF CAUSES OF ACTION: [1]
(specify) Breach of Written Warranty Pursuant to the Magnuson- Moss Warranty Act

V. IS THIS CASE A CLASS ACTION LAWSUIT?
- ☐ yes
- ☒ no

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?
- ☒ no
- ☐ yes If "yes," list all related cases by name, case number, and court.

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?
- ☒ yes
- ☐ no

I CERTIFY tha[redacted]cover sheet is accurate to the best of my knowledge and belief.

Signature [redacted] Fla. Bar # [redacted]
Attor (Bar # if attorney)

[redacted] 05-18-2015
(type or print name) Date

IN THE CIRCUIT COURT IN AND FOR
LAKE COUNTY, FLORIDA

CASE NO. [redacted]

[redacted],

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.
_____/

COMPLAINT AND WRITTEN DISCOVERY REQUESTS

NOW COMES Plaintiff, [redacted], by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, [redacted] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, FORD MOTOR COMPANY, ("Manufacturer") is a foreign corporation authorized to do business in the State of Florida, County of Lake, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Sun State Ford ("Seller"). Manufacturer does business in all counties of the State of Florida including Lake County, and maintains offices in the County of Lake, State of Florida.

JURISDICTION

3. This is an action seeking damages in excess of $15,000, exclusive of attorneys' fees and court costs.

BACKGROUND

4. On or about March 13, 2013, Plaintiff purchased from Seller a 2013 Ford Explorer ("Explorer"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1FM5K7D80DG[redacted], for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the Explorer, including all collateral charges including registration charges, document fees, sales tax, bank charges and finance charges, totaled at least $39,382.37.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Explorer cannot be utilized for personal, family and/or household use as intended by Plaintiff at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiff and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiff based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.

b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.

c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.

d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.

e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.

f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.

g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.

h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.

i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) years or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet. (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiff as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiff.

11. On or about March 13, 2013, Plaintiff took possession of the Explorer and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Explorer.

12. Plaintiff delivered the Explorer to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiff avers that the Explorer has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiff brought the Explorer to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

a. Defective engine, transmission and/or electrical system as evidenced by the cabin fills up with fumes when driving, and the inoperable radio browse button;

b. Defective climate control system as evidenced by the fan runs at all times; and

c. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendant's authorized dealer network and in Defendant's internal repair records for the subject vehicle.

15. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Explorer.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiff's Explorer as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the Explorer within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the Explorer as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiff justifiably lost confidence in the Explorer's safety and/or reliability, and said defects have substantially impaired the value of the Explorer to Plaintiff.

20. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Explorer.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Explorer for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiff's vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

25. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiff is a purchaser of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

27. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

28. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

29. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Explorer was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

30. Plaintiff's purchase of the Explorer was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Explorer to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in Manufacturer's warranty.

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Explorer to Plaintiff.

32. Said purchase of Plaintiff's Explorer was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

33. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

34. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Diminution in value of the vehicle, and incurred and/or needed costs of repair,
b. All incidental and consequential damages incurred;
c. Reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
d. Such other and further relief that the Court deems just and appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY

Respectfully Submitted,
Krohn & Moss, Ltd.

By: _____

Brent Wikgren
Krohn & Moss, Ltd
10 N Dearborn Street, 3rd Floor
Chicago, IL 60602
(312) 578-9428
Attorney for Plaintiff
FBN: 42911

EXHIBIT A

[redacted]

STATE FL | S [redacted] | NEW X | DEMO | USED | MILEAGE 24

CITY CLERMONT | STATE FL | ZIP [redacted]

[redacted] | WORK PHONE | EXT.

ENTER MY ORDER FOR YEAR 2013 MAKE FORD

MODEL EXPLORER COLOR WHITE

VIN NO. 1FM5K7D8DG[redacted]

CONDITION OF VEHICLE: IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PURCHASER THAT ALL VEHICLES ARE SOLD AS IS, WITH ALL FAULTS; THAT THE VEHICLE MAY HAVE BEEN SUBJECT TO MAJOR OR MINOR REPAIRS AS A RESULT OF MECHANICAL DEFECTS, MALFUNCTIONS OR DAMAGES SUSTAINED DURING PRIOR OWNERSHIP, MANUFACTURE, OR WHILE IN THE POSSESSION OF SUN STATE FORD, INC., THAT THE PURCHASER ACKNOWLEDGES HE HAS THE OPPORTUNITY TO EXAMINE THE VEHICLE AS FULLY AS HE DESIRES AND HAS FULLY INSPECTED THE VEHICLE AND ACCEPTS SAME WITH ANY DEFECTS KNOWN OR UNKNOWN AND RELIEVES SUN STATE FORD, INC., FROM ANY LIABILITY THEREWITH.
DISCLAIMERS OF WARRANTIES: THERE ARE NO WARRANTIES BY SUN STATE FORD, INC., EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS OR OTHERWISE WHICH EXTENDED BEYOND THE DESCRIPTION HEREOF, SUN STATE FORD, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO LIMIT PURCHASER'S RIGHTS, IF ANY, UNDER MANUFACTURER'S WARRANTIES OR GUARANTEES.

COMMENTS	EQUIPMENT		RETAIL PRICE	
		Equipment To Be Added		
		Total Inc. Acc.	34,432.	37
		Waste Tire & Battery Fee	6.	50
		Less Used Car Allow	N/A	
		Cash Difference	34,268.	87
		★ Admin. Fees	495	00
		Amount Taxable	3,[illegible]	[illegible]
		Sales Tax	2,057	37
		Service Agreement	1,310.	00
		Service Agreement Tax	[illegible]	55
		Estimated Tag Fees	42	[illegible]
		Electronic Filing	15	00
		★ Plus Title & Document Handling Fee	145	00
		Lemon Law Fee	2.	00
		Sub TOtal	44,[illegible]	96
		Used Car Balance Owed	N/A	
		Cash Balance Due	44,[illegible]	[illegible]
		REBATE	[illegible]	[illegible]
		Partial Payment	[illegible]	[illegible]
		Cash On Delivery	N/A	
		Unpaid Balance	[illegible]	96

★ This charge represents cost and profit to the dealer, items such as inspecting, cleaning and adjusting vehicle and preparing documents relating to the sale.

TRADE INFORMATION

YEAR | MAKE

MODEL | COLOR

SERIAL NO.

MILEAGE | TILE: YES ☐ NO ☒

PAYOFF $ N/A | TO

ADDRESS | PHONE

ACCT# N/A

AMOUNT OF PAYOFF

CUSTOMER IS RESPONSIBLE FOR PAYOFF IF DIFFERENCE OR SECOND LIEN

ACCEPTED BY [signature] DATE

PURCHASER'S CERTIFICATION

I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as part of this order the same as if it were printed above my signature, and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY [redacted]TIVE.

[redacted]R 03 24 [redacted] BIRTH

SIGNATURE OF TRANSFEROR & PURCHASER

X DATE OF BIRTH

The Reynolds and Reynolds Company FLS10050 D (0809)

Case Print Report

Case Number [redacted]

Case Opened Date 2/20/2015 4:58 PM

Case Closed Date 3/24/2015

Case Status Resolved

Case Last Modified 3/24/2015 9:36 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Repair Assistance > CCT Criteria

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CLERMONT FL [redacted]

Email [redacted]

Dealer Ford of Clermont, Inc.

VIN 1FM5K7D80DG[redacted]

Year 2013 **Make** FORD

Model EXPLORER **Body Style** K7D - XLT FWD 4-DR

Symptom

Level 1 Safe & Secure

Level 2 Smoke/Odor

Level 3 Exhaust

Level 4 OTHER

Ford Go Further

SAVE

Single Access to Vehicle - Process Application



Disclaimer: This data is derived from Ford Motor Co. Single Access to Vehicle system (SAVE). It is unverified, summary data generated from a computer search. The data contained within this file is not supported by SAVE. This file is NOT a system of record or a master data file.

SAVE VIN Lookup

Perform a VIN Lookup. TIP: Providing 'NA' option for NA VIN will fetch results faster

VIN Lookup Filter

***Lookup Type:** MRG - MERGE

***VIN:** 1FM5K7D80DG[redacted]

Print Cust.: Auto-Close Print Cust.

Previous VINs: Select a VIN:

Show Print Customizations:

Lookup Results - :NA

MSIE-8.0

VIN Information:	
VIN In	1FM5K7D80DG[redacted]
VIN Out	1FM5K7D80DG[redacted]

DB Source:	
Manufacturing DB Source	NA
Sales DB Source	NA

General Information:	
Manufacturing Model Year	2013
Sales Model Year	2013
Vehicle Model Year	2013
Model Introduction Year	0
Vehicle Name	FORD EXPLORER 4 -DR FWD 4X2 XLT
Product Type Code	T - Truck
Brand Code	F
Vehicle Line Description	EXPLORER
WERS Vehicle Line Family Code	VL
WERS Vehicle Line Feature Code	UB
Version Series Description	FORD SERIES
WERS Version/Series Family Code	SE
WERS Version/Series Feature Code	EF

Status:	
Assembly Plant Description	CHICAGO PLANT BUILD
WERS Assembly Plant Family Code	AAG
WERS Assembly Plant Feature Code	AD
Last Update Date	Not Available
Last Update Program	Not Available
NAVIS Status	800
OVID Status	
GEVIS Status	
Export Status Code	

Lookup Status:	
Invalid Search Option	N/A

Ford Proprietary, Private
Retention: None
Copyright ©2015 Ford Motor Company.

Application Information

Case Print Report

Case Number [redacted]

Agent Name	Note Created On

Maureen Donnelly 2/20/2015 5:02 PM

CUST SAYS:
Have issue with vehicle from when he first got it there was an exhaust smell in cab- dealer said they could not find anything wrong. Took back awhile ago and dealer said that is way it is. Then a tsb came out and the seals were replaced before Christmas. He still smells the smell and has an appointment on Tuesday- is getting tired of going to dealer with this cant believe ford would make a vehicle like this.

PER CUST DLR SAYS:
na

CRC ADVISED:
Will open cas to reg csm a fu next week cas- 6006515-d6b0c1
CSR advised of Works Package details

(escalated per TL Vicki)

Jean Saporita 2/24/2015 12:35 PM

==ESP 72/60,000 PREMIUM CARE, OPEN RECALL 12M02 APIM WARRANTY EXT., RELATED WARRANTY HISTORY 10-13-2014 AT 20152 MILES FOR EXHAUST SMELL IN CABIN, NO HOTLINE, WSD 3-13-2013, MILEAGE 25,700==

==CSM JSAPORITA EXT 77727- == OBC TO DEALER 6161 SPOKE WITH RUSSELL S/M==CSM ADVISING OF CUST CONCERN==CSM ADVISING IF CUST BROUGHT IN VEH==S/M ADVISING CUST BROUGHT VEH IN AND WILL OPEN HOTLINE CONTACT==

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] SPOKE WITH [redacted]H==CSM ADVISING OF CUST CONCERN==CUST ADVISING 4TH TIME BRINGING TO DEALER==CUST ADVISED DEALER STATED NORMAL OPERATION OF THE VEH==CUST ADVISING TOOK BACK IN AT A LATER DATE AND DEALER STATED THERE WAS A TSB OUT==CUST ADVISING UNDER HEAVY ACCELERATION HAVE EXHAUST SMELL IN VEH==CSM ADVISING CUST JUST BROUGHT VEH IN TODAY==CSM ADVISING DEALER WILL BE CONTACTING HOTLINE WHICH IS ENGINEERING==CSM ADVISING FOLLOW UP FOR THURSDAY 2/26==

CRM Admin Team 2/26/2015 8:01 AM

"By John Sisley" - got with hot line customer picked up vehicle to use and will return next week for us to do all the hotline inspections

Jean Saporita 2/26/2015 11:36 AM

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] L/M FOR CUST ADVISING FOLLOWING UP WITH VEH==CSM ADVISING CUST WILL BE BRINGING VEH BACK NEXT WEEK==CSM PROVIDED CONTACT INFO FOR CUST TO RETURN CALL==CSM ADVISING FOLLOW UP FOR THURSDAY 3/5==

Case Print Report

Case Number CAS[redacted]

Case Print Report

Case Number [redacted]

Jean Saporita 3/5/2015 10:54 AM

==CSM JSAPORITA EXT 77727- == OBC TO DEALER 6161 SPOKE WITH JANELLE ==JANELLE ADVISING S/M NOT IN TODAY==CSM CHECKING TO SEE IF CUST BROUGHT IN VEH==JANELLE ADVISED LOOKS LIKE R/O WAS CLOSED TODAY==CSM ADVISING WILL FOLLOW UP WITH S/M==

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] L/M FOR CUST ADVISING FOLLOWING UP WITH VEH==CSM PROVIDED CONTACT INFO FOR CUST TO RETURN CALL==CSM ADVISING FOLLOW UP FOR TUESDAY 3/10==

Donna Bradley 3/9/2015 9:21 AM

CUST SAYS:
Cust says he is working with Gene the CSM. He was trying to reach them but he forgot the 800 number to call he has the extension.

PER CUST, DLR SAYS:
n/a

CRC ADVISED:
Provided cust the 18666313788 and transferred cust over to CSM extension.

FordCRMAppUserAccount CRM 3/9/2015 1:47 PM

Email Created On: 3/9/2015 1:47:10 PM
From: FMC360 Email Subscription
To: Gary Biunno, Jean Saporita
Subject: Document Customer Re-contact activity Completed, CaseNumber: [redacted]
CRM:08131000005972

Document Customer Re-contact activity Completed

Jean Saporita 3/9/2015 1:48 PM

==CSM JSAPORITA EXT 77727- == OBC TO DEALER 6161 SPOKE WITH RUSSELL S/M==S/M ADVISING CUST STOPPED BY THIS MORNING==S/M ADVISING GOING TO SPEAK WITH FSE ==S/M ADVISING WILL SPEAK WITH FSE BECAUSE DEALER NOT FINDING ANY ISSUE WITH ODOR IN VEH==

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] SPOKE WITH MR. [redacted] ==CUST ADVISING DEALER STATED GOING TO LOOK INTO FURTHER==CSM ADVISING DEALER NOT SMELLING ANY ODOR IN VEH SO DEALER GOING TO SPEAK WITH ENGINEERING==CSM ADVISED MAY TAKE A COUPLE OF DAYS OR SO==CSM ADVISED WILL FOLLOW UP WITH CUST ON THURSDAY 3/12==

Case Print Report

Case Number [redacted]

Case Print Report

Case Number [redacted]

Jean Saporita 3/12/2015 10:25 AM

==CSM JSAPORITA EXT 77727- == OBC TO DEALER SPOKE TO 6161 SPOKE WITH RUSSELL S/M==CSM ADVISED IF HEARD FROM FSE==S/M ADVISING SPOKE WITH FSE AND FSE WILL BE STOPPING BY TONIGHT TO DRIVE WITH CUST==CSM ADVISED CUST SEEKING REPAIR HISTORY OF VEH==S/M ADVISING PROVIDED TO CUST YESTERDAY==

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] SPOKE WITH MR. [redacted] ==CSM ADVISING FOLLOWING UP WITH VEH==CSM ADVISING CUST WILL BE DRIVING WITH FSE ==CUST ADVISING WILL BE DRIVING WITH FSE LATER ON TODAY==CSM ADVISED ASKED S/M ABOUT THE SERVICE RECORDS AND S/M ADVISED PROVIDED TO CUST YESTERDAY==CUST CONFIRMED==CSM ADVISED FOLLOW UP FOR MONDAY 3/16==

CRM Admin Team 3/13/2015 7:39 AM

"By John Sisley" - Don Christoff FSE came in on 03/12/15 work with the tech made adjustment and we returned vehicle to customer, customer to drive vehicle and then advise dealership if this has solved his concern

Jean Saporita 3/17/2015 9:31 AM

==CSM JSAPORITA EXT 77727- == OBC TO DEALER RUSSELL S/M==CSM ADVISING SEE NOTE FROM S/M==S/M ADVISING CUST CALLED THIS MORNING AND ADVISED DID NOT ADDRESS==S/M ADVISING WILL GET WITH FSE==

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] SPOKE WITH [redacted] CSM ADVISING FSE LOOKED AT VEH AND CUST CONTACTED DEALET TO ADVISE SAME ISSUE==CUST CONFIRMED STILL HAVE SAME ISSUE==CUST ADVISED SPOKE WITH DEALER AND WILL BE RE-CONTACTING FSE==CSM CONFIRMED DEALER WILL UPDATE FSE==CSM ADVISED FOLLOW UP FOR TUESDAY 3/24==

Jean Saporita 3/24/2015 9:36 AM

==CSM JSAPORITA EXT 77727- =OBC TO CUSTOMER [redacted] CSM ADVISING RECEIVED MESSAGE THAT FSE STATES VEH IS WORKING AS DESIGNED==CUST ADVISED WAS TOLD THE SAME==CSM ADVISING FSE IF FINAL SAY OF FMC==CUST ADVISING WILL REVIEW OPTIONS THAT CUST HAS==

Case Print Report

Case Numbe [redacted]

Case Print Report

Case Number [redacted]

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	2/20/2015 5:04 PM	fmc_generic	Generic Information
FordCRMAppUserAccount CRM	2/20/2015 5:04 PM	phonecall	CALL From - [redacted]
Jean Saporita	2/24/2015 12:24 PM	fmc_transferescalate	Transfer / Escalation
Jean Saporita	2/26/2015 11:35 AM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	2/26/2015 11:35 AM	appointment	Schedule Follow-Up
Jean Saporita	3/5/2015 10:51 AM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	3/5/2015 10:51 AM	appointment	Schedule Follow-Up
Donna Bradley	3/9/2015 9:18 AM	phonecall	CALL From - [redacted]
Jean Saporita	3/9/2015 1:47 PM	appointment	Schedule Follow-Up
Jean Saporita	3/9/2015 1:47 PM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	3/9/2015 1:47 PM	fmc_documentcustomerrecontact	Document Customer Re-Contact
CRM Admin Team	3/9/2015 1:48 PM	email	Document Customer Re-contact activity Completed, CaseNumber: CAS-[redacted] CRM:0813100000597 2
SYSTEM	3/9/2015 1:48 PM	email	Document Customer Re-contact activity Completed, CaseNumber: CAS-[redacted] CRM:0813100000597 2
Jean Saporita	3/12/2015 10:25 AM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	3/12/2015 10:25 AM	appointment	Schedule Follow-Up
Jean Saporita	3/17/2015 9:31 AM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	3/17/2015 9:31 AM	appointment	Schedule Follow-Up
Jean Saporita	3/24/2015 9:36 AM	fmc_schedulefollowup	Schedule Follow-Up
Jean Saporita	3/24/2015 9:36 AM	appointment	Schedule Follow-Up
Jean Saporita	3/24/2015 9:36 AM	fmc_closecase	Close Case
Jean Saporita	3/24/2015 9:36 AM	incidentresolution	Case Resolution

Case Print Report

Case Number [redacted]

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Downlo

Report Detail Section : View Details

Attachments: 0

Report# :	FBYA7005 NHL			**Received:**	02/25/2015
CCRG/EPRC:	S	**Reviewed Status:**		**Date:**	
Vehicle:	2013,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K7D80DG[redacted]			**Build Date:**	02/04/2013
Odometer :	25,888	**Engine:**	3.5L CYCLO	**Calibration:**	DUB1SN0A
Transmission:	6F50	**Axle:**		**A/C:**	YES
Dealer:	USA 08951 Ford of Clermont, Inc.			**Phone#:**	352-394-6161
City:	Clermont	**State:**	Florida	**Country :**	USA

Originator: travis johnson

Symptom: 4 47 1 02 ST/RN/MV,ODOR,CHEMICAL,ALWAYS

Status:

VFG: V53 EXHAUST SYSTEM FUNCTION

Additional Symptom: Exhaust odor, accelerating

Fix: **Causal Component :**

Condition Code:

Hotliner: MMCKAY12	**Phone:** 001-313-2485350	**Regn Cd:** M8 Southeast
Engineering:	**Phone:**	**TAR:**
Dlr Contact: travis johnson	**Phone:**	**Title Cde:** T

Case Print Report

Case Number [redacted]

KOEO:

KOEC:

KOER:

Comments:

CONCER 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: exhaust odor on heavy acceleration. also sounds like the blower motor is running all the time then when the ac is turned on sounds like the fan turns off. Please list any diagnostics already performed: verified odor concern, self test no dtc's retrieved in any modules. veified hvac module is up to date. Parts Replaced: none Your Question: have there been many reports of the exhaust odor returning after tsb 14-0130 being performed. and If im not mistaken the blower motor being on at times is part of the new hvac software helping to create a positive pressure condition in the cab to aid in keeping exhaust fumes out of the cabin area?

RECOMM 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Travis, Thanks for having TSB 14-0130 to address this exhaust odor under heavy acceleration. With the odor concern remaining please verify proper body sealing as per online Workshop Manual Section 501-00 > Description and Operation > Body System - General Information. Also, please inspect the following: the air extractors for possible damage or improper sealing, the steering column shaft boot seal, look for evidence of body repairs and ensure that there are no missing or poorly seated body plugs in the floor pan or engine compartment bulkhead, check the liftgate seal for damage and proper fit/contact pattern and verify that the liftgate plugs are in place in the drain holes. To help locate the leak or seal opening use the Rotunda 134-R0135 Leak Detector (or equivalent), repair as needed. Note: Selecting Fresh Air HVAC mode will increase cabin pressures which may assist with diagnostics and can help to reduce the overall concern. Note: With the regards updating the HVAC software causing the blower motor to turn on by itself, by design the blower motor should only activate when selected by the customer. To find the source of this erratic blower motor operation, complete Pinpoint Test I from online Workshop Manual Section 412-00A > Diagnosis and Testing > Symptom Chart: Climate Control - DATC, as this vehicle is equipped with Dual-Zone Automatic Temperature Control (DATC). Make the necessary repairs or component replacements as directed by the Pinpoint Test.

ADD-ON 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Article ISM 1307010 2011-2015 EXPLORER - EXHAUST ODOR IN VEHICLE AFTER TSB 14-0130

Consulted SMEs Travis Polnasek and Kevin Martin about the blower turning on by itself, to create positive cabin pressure following a software updated.

CONCER 03/02/2015 10:33AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

re-evaluated vehicle. found when a/c is on with blower motor on there is a whistle like an air leak coming from passengers side dash. when recirculate is turned on the noise goes away.

RECOMM 03/02/2015 11:19AM STEVEN PERRY MSS - FCSD - TECH SVC HOTLINE

Travis, Thank you for the update. With there being a noise from the Passenger Side of the Instrument Panel (IP) that is no longer present when the HVAC system is in Recirculation, there is likely a fault the Air Inlet Mode Door/Actuator/Duct, or its sealing to the rest of the HVAC case or body of the vehicle. To aid in determining what may be causing the whistle noise, when it is occurring, remove the Air Inlet Duct as outlined in Workshop Manual (WSM) 412-00A>Removal and Installation>Air Inlet Duct and verify the condition of the seal between it and the HVAC case, as well as between the duct and the body. If any damage or warping is found, replace/repair the affected component as necessary and re-evaluate the concern. If no damage/warping is found, the Air Inlet Duct is likely internally faulted. Replace it as outlined above and re-evaluate the concern. In regards to the original concern of an exhaust odor being detected after heavy acceleration, ensure that no additional leaking body seams/seals are not allowing the odor to enter the vehicle. This can be done by referring to the previously recommended diagnostics for the areas to inspect. Pressurizing the passenger compartment as outlined in WSM 501-00>Diagnosis and Testing can greatly aid in identifying the source of leaks.

CONCER 03/02/2015 01:30PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

inspected exhaust oder and refered to tsb. found a body seam that is listed in tsb to be re-sealed that was not. re sealed body seam

RECOMM 03/02/2015 01:59PM ROBERT GARY MSS - FCSD - TECH SVC HOTLINE

Travis, Thanks for the update and nice job on the repair. When you get a moment can you please fill out the on-line survey so that the repair can be documented in the Hotline data base along with the Tech Self-Help tool link that is available when submitting a Hotline Assistance Request (HAR) form which reviews closed Hotline repaired vehicles. To search for past reports, follow the normal process of accessing the HAR form in PTS. Once you have accessed the form, fill out the symptom code completely, including the fourth symptom.

CONCER 03/02/2015 02:43PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

is there any way to test the fresh air plenum without removing the dash

RECOMM 03/02/2015 03:24PM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

PE16-008 000194 LC

Travis, You may be able to apply pressure (upward and forward) to the blower motor housing and see if the noise changes. The fresh air inlet is located above the blower motor. Refer to Online WSM Section 412-00A Climate Control
DATC > Removal and Installation > Air Inlet Duct. This can only verify the concern. Instrument Panel removal will still be necessary to perform any repairs.

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report

Requester: AMCCLE10
Report Summary
Server: ECCVWS962

1-Apr-2015
Retention: None

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Krohn & Moss, Ltd.

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Writer licensed to practice only in:
Florida
Illinois

RECEIVED
MAR 31 2015

March 25, 2015

VIA CERTIFIED MAIL

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

OGC Case
Consumer Affairs

RE: [redacted] **v. Ford Motor Company**
Vehicle: 2013 Ford Explorer
VIN: 1FM5K7D80DG[redacted]

Dear Sir or Madam:

Enclosed please find my client's Motor Vehicle Defect Notification. Please contact me directly as I represent the above-listed individuals in their Lemon Law action against your company. We will expect to hear from you within 10 days upon receipt of this letter to set up the Final Repair.

I look forward to hearing from you in the near future regarding my clients' arbitration hearing.

Sincerely,

Brent Wikgren
Attorney at Law

BW/df
cc: Office of the Attorney General
Lemon Law Research Unit
PL-01, The Capitol
Tallahassee, FL 32399-1050

Motor Vehicle Defect Notification
(Please print clearly in ink)

Pursuant to the Florida Lemon Law, Notice is given to the manufacturer as follows:

X The vehicle has been out of service at least 15 days to repair one or more substantial defects.

X 3 or more repair attempts have been made to repair the same substantial defect or condition

Description of continuing defect(s) or conditions(s): Defective engine, transmission and/or electrical system as evidenced by the cabin fills up with fumes when driving, and the inoperable radio browse button; Defective climate control system as evidenced by the fan runs at all times.

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle make: Ford Model: Explorer Year: 2013

VIN: 1FM5K7D80DC[redacted] Date of Delivery: March 13, 2013

Name and City/State of selling dealer or leasing company (if applicable)
Sunstate Ford (Orlando, FL)

Name and City/State of authorized service agent(s) attempting previous repairs:
Sunstate Ford (Orlando, FL); Ford of Clermont (Clermont, FL)

Consumer: Julian Barry-Smith
1559 Sherbrook Dr
Clermont, FL 34711-5330

Home phone: (352) 394-3590

Signature: _____

Brent Wikgren, Attorney for the Consumer
Krohn & Moss, Ltd
10 N. Dearborn, 3rd Floor
Chicago, IL 60602
(312) 578-9428 ext. 203

Date Mailed: March 25, 2015

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn, 3rd Floor
Chicago, Illinois 60602
www.krohnandmoss.com

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Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
bwikgren@consumerlawcenter.com

Licensed to practice Only in:
Florida
Illinois

March 25, 2015

VIA CERTIFIED MAIL

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48126

RE: [redacted] **v. Ford Motor Company**
Vehicle: 2013 Ford Explorer
VIN: 1FM5K7D80DC[redacted]
Our File No.: F150102BWA

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Magnuson-Moss Warranty Act and/or the Florida Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

You are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer. If you settle directly with our client and do not make arrangements for payment of all damages, fees, and costs, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. You are hereby notified that these defects and non-conformities include, but are not limited to:

1. Defective engine, transmission and/or electrical system as evidenced by the cabin fills up with fumes when driving, and the inoperable radio browse button;
2. Defective climate control system as evidenced by the fan runs at all times; and
3. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of your written warranty

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty [redacted]. Chevrolet Motor Division, 581 P.2d 603.

Although it is my client's contention that you have already been provided with sufficient opportunities to repair the subject vehicle by the tendering of the vehicle to your dealers as directed in your warranty, if you are interested in performing further repairs to the vehicle, please contact me to make appropriate arrangements to do so. If I do not hear from you within ten (10) days I will presume you are uninterested in performing any further repairs to the vehicle.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Unless you repurchase my client's vehicle and return all payments made by my client on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful

and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, please contact me. If this matter is not resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,

Brent Wikgren
Attorney at Law

BW/df
cc: [redacted]

Krohn & Moss, Ltd
10 N Dearborn St Fl 3
Chicago IL 60602-4276

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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MAR 30 2015

MAR 30 2015

Ford Motor Company
16800 Executive Plaza
PO Box 6248
Dearborn MI 48121-6248

PE16-008 000201 LC

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

On BEHALF OF SERVICING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. RECORDS OR INSURE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE (DAYS) FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 102 HANNAH D. RAND	Tag: 1238	License: [redacted]	1FM5K7D80DG[redacted]	Page: 1	Invoice [redacted]

Invoice to	Driver/Owner Information
[redacted] CLERMONT, FL [redacted] Email: Cell: [redacted]	[redacted] CLERMONT, FL [redacted] Email: Cell [redacted]

For Office Use			Vehicle Information		
Odometer in: 6454 Out: 6454	Dist: FMT WAR W I Final		13 FORD EXPLORER XLT FWD 4DR SUV		
			Stock#: 00001234	Inv Acct: 7750	
Begin: 08/16/13	Done: 08/16/13	Invoiced: 08/16/13 12:56 MS	Inservice: 03/13/13	Production: 02/04/13	

Customer Waiting

Concern 52	CUSTOMER STATES SYNC SYSTEM IS NOT WORKING INTERMITTENTLY		Operation	Tech Units	Amount
Cause	PERFORM TSB 13-8-2 MYTOUCH UPGRADE TO 3.6		130802A	154 0.3	34.54
Correction	UPDATED MY TOUCH TO 3.6				
Tech Notes	UPDATED MY TOUCH TO 3.6				
	VERIFY CONCERN, FOUND TSB TO UPDATE SYSTEM, RETEST OK				
	CONCERN CD : E40 COND CODE : 04				
	Repair Type 11 Visit 1				
			Subtotal		
			LAB-MECHANICAL		34.54
Type: W			TOTAL CHARGE FOR CONCERN		34.54

Summary of Charges for Invoice W77463		Payment Distribution for Invoice W77463	
LAB-MECHANICAL	34.54	TOTAL CHARGE	34.54
TOTAL CHARGE	34.54	FACTORY WARRANTY	34.54
		Customer Waiting	

If you have any questions - please see HANNAH D. RAND

CHARGE AUTHORIZED BY: X

UCS02004

CUSTOMER

PE16-008 000202 LC

Ford of CLERMONT
a Florida Corporation
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(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE NOTED, REQUIRED LABOR HAS BEEN PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR ONE YEAR FROM THE DATE OF REPAIR AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

DEALER GENERAL MANAGER OR AUTHORIZED PERSON

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 102 HANNAH D. RAND	Tag: 1238	License: [redacted]	1FM5K7D80 DC[redacted]	Page: 2	Invoice [redacted]

Invoice to: BARRY-SMITH, JULIAN	Driver/Owner: BARRY-SMITH, JULIAN
Invoiced: 08/16/13 12:56:28 MS	13 FORD EXPLORER XLT FWD 4DR SUV

Skill 03 Tech# 154 Start Time: 08/16/13 10:12 Stop Time: 08/16/13 10:30

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
52	154	Begin	08/16/13 10:12	End	08/16/13 10:29	:17	.3	

Last Page

CHARGE AUTHORIZED BY: X

OCSD2004

CUSTOMER

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(352) 394-6161

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CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF LICENSED DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. RECORDS OF WORK RECEIVED SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

DEALER, GENERAL MANAGER, OR AUTHORIZED REPRESENTATIVE (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag: 6742	License: [redacted]	1FM5K7D80DG[redacted]	Page: 2	Invoi[redacted]

Invoice to: BARRY SMITH, JULIAN FRANCIS	Driver/Owner: BARRY SMITH, JULIAN FRANCIS
Invoiced: 10/09/14 15:51:24 SC	13 FORD EXPLORER XLT FWD 4DR SUV

CHARGE AUTHORIZED BY: X

UCS02004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CORRECTED IN ANY WAY AFTER ANY ACCIDENT, HAZARDOUS OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

(SERVICE) (YOUR SERVICE MANAGER OR AUTHORIZED PERSON) (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag: 6762	License: [redacted]	1FM5K7D80DG[redacted]	Page: 1	Invoice [redacted]

Invoice to

[redacted]
CLERMONT, FL [redacted]
[redacted]

Driver/Owner Information

[redacted]
CLERMONT, FL [redacted]
[redacted]0
Occupation: SALES
Company: OVC

For Office Use

Odometer In: 19991 Out: 19991	Dist: FMT WAR W Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 10/09/14 Done: 10/09/14	Invoiced: 10/09/14 15:51 SC	Inservice: 03/13/13	Production: 02/04/13

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES BATTERY DIED AND HAD TO BE JUMP STARTED	W	113	0.0	0.00
Cause	CUSTOMER STATED VEHICLE WONT CRANK				
Correction	CUSTOMER STATES BATTERY DIED AND HAD TO BE JUMP STARTED				
51-1	BATTERY - TEST, CHARGE, AND RE-TEST	10654C	117	0.2	23.03
51-2	BATTERY - REPLACE	10654C1	117	0.3	34.54
Tech Notes	TESTED BATTERY, BATTERY FAILED SELF TEST, REPLACED BATTERY WITH NEW				

Parts

Part Number	POI	Note	Description	Qty	Sell	
FMC BXT	59		BATTERY	1	95.96	95.96

Parts: Count 1.00 Allowance: 80.18
CONCERN CD : D02 COND CODE : 42
Repair Type 01 Visit 1

Type: W

Subtotal	
PARTS	184.44
LAB-MECHANICAL	57.57
TOTAL CHARGE FOR CONCERN	242.01

Summary of Charges for Invoice W94046

PARTS	184.44
LAB-MECHANICAL	57.57
TOTAL CHARGE	242.01

Payment Distribution for Invoice W94046

TOTAL CHARGE	242.01
FACTORY WARRANTY	242.01

Customer Waiting

If you have any questions - please see CHAD ROOT

CHARGE AUTHORIZED BY: X

UC982004 CUSTOMER

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a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

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CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF REPAIRING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE PERFORMANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. RELEASE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE REPAIRING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

SIGNED DEALER, GENERAL MANAGER, OR AUTHORIZED SIGNATURE DATE

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag: 9712	License: [redacted]	1FM5K7D80DG[redacted]	Page: 1	Invoice [redacted]
Invoice To: BARRY SMITH, JULIAN FRANCIS			Driver/Owner: BARRY SMITH, JULIAN FRANCIS		
Invoiced: 10/09/14 15:51:24 SC			13 FORD EXPLORER XLT FWD 4DR SUV		

Skill 03 Tech# 117 Start Time: 10/09/14 15:35 Stop Time: 10/09/14 15:37

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	117	Begin	10/09/14 15:35	End	10/09/14 15:37	:02	.0	

Last Page

CHARGE AUTHORIZED BY: X

UC592004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature, And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INTERRUPTION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REMOVED OR NEW ADDED UNDER THIS CLAIM HAS BEEN CONNECTED SEARCH WAS WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

(printed) DEALER (GENERAL MANAGER OR AUTHORIZED REPRESENTATIVE) (title)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 134 DAVID TAYLOR	Tag: 2549	License: [redacted]	1FM5K7D80DG[redacted]	Page: 1	Invoice: [redacted]

Invoice to:

[redacted]
CLERMONT, FL [redacted]
[redacted]

Driver/Owner Information:

[redacted]
CLERMONT, FL [redacted]
[redacted]
Occupation: SALES
Company: DVC

Svc Advisor Use

Vehicle Information

Odometer In: 20152 Out: 20155	Dist: FMT WAR M Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 10/13/14 Done: 10/15/14	Invoiced: 10/16/14 13:40 SC	Inservice: 03/13/13	Production: 02/06/13

Customer Concern

Concern 51	CUSTOMER STATES THERE IS A EGG SMELL COMING FROM THE EXHAUST.WORSE ON HARD ACCELLERATION.				
Cause	PERFORMED TSB 14-0130				
Correction	PERFORMED TSB 14-0130				
Tech Notes	TECH REPROGRAMMED HVAC, SEALED REAR BODY, INSTALLED VENTS AND DRAINS TEST DROVE COMPLETED				
Parts	Part Number	POP	Note	Description	Qty Sell
	FMC 4M82 54280862 A			VALVE ASY - AUTO DRA	2 7.16 14.32
	FMC 8852 7829164 AA			MOULDING	1 86.10 86.10
	FMC 8852 7829165 AA			MOULDING	1 86.10 86.10
	010 08367			SEAM SEALER	1 19.73 19.73
	010 08883			RUBBER UNDERCOATING	1 12.37 12.37
	SPO 8852 61280862 B			GRILLE ASY - VENT AI	2 13.26 26.52
	Parts: Count 8.00 Allowance: 226.03				
	CONCERN CD : E41 COND CODE : 42				
	Repair Type 11 Visit 1				
Type: H					

Operation	Tech	Units	Amount
1401308	113	2.0	230.28

Subtotal	
PARTS	471.16
LAB-MECHANICAL	230.28
TOTAL CHARGE FOR CONCERN	701.44

CHARGE AUTHORIZED BY: X

VCS62004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 134 DAVID TAYLOR	Tag: 2S48	License: EI93L	1FM5K7D80DG[redacted]	Page: 2	Invoice: [redacted]

Invoiced To: [illegible]	Driver/Owner: [illegible]
Invoiced: 10/16/14 13:40:09 SC	13 FORD EXPLORER XLT FWD 4DR SUV

Summary of Charges for Invoice W94141		Payment Distribution for Invoice W94141	
PARTS	471.16	TOTAL CHARGE	701.44
LAB-MECHANICAL	230.28		
TOTAL CHARGE	701.44	FACTORY WARRANTY	701.44

If you have any questions - please see DAVID TAYLOR

CHARGE AUTHORIZED BY: X

DCS02004

CUSTOMER

Adv: 134 DAVID TAYLOR	Tag: 3915	License: [redacted]	1FM5K7D80 DC[redacted]	Page: 1	Invoic[redacted]

Invoice To

[redacted]
CLERMONT, FL [redacted]
[redacted]

Owner/Lessee Information

[redacted]
CLERMONT, FL [redacted]
[redacted]
Occupation: SALES
Company: DVC

Repair Order

Odometer In: 22609 Out: 22608	Dist: PMT WAR C W Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 12/16/14 Done: 12/17/14	Invoiced: 12/17/14 11:58 SC	Inservice: 03/13/13	Production: 02/04/13

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES EXHAUST FUMES IN CABIN UNDER HARD ACCELERATION, SEE HISTORY				
Cause	CHECK THE PREVIOUS REPAIR AND TEST DROVE.CHECK THE REAR HATCH SEAL.	NPF	113	0.0	0.00
Correction	COULD NOT REPRODUCE DURING TEST DRIVE. CONCERN CD : E41 Repair Type 01 Visit 1				
Type: W				Subtotal	
		TOTAL CHARGE FOR CONCERN			0.00

Summary Of Charges for Invoice [redacted]

TOTAL CHARGE	0.00

Payment Distribution for Invoice [redacted]

FACTORY WARRANTY	0.00
TOTAL CHARGE	0.00

Attention: The following Invoices also exist
CUS - CUSTOMERPAY

If you have any questions - please see DAVID TAYLOR

UCS02004

Adv: 134 DAVID TAYLOR	Tag: 3915	License: [redacted]	1FM5K7D80DG[redacted]	Page: 2	Invoice: [redacted]

Invoiced: 12/17/14 11:58:40 SC

13 FORD EXPLORER XLT FWD 4DR SUV

Skill 02 Tech# 126 Start Time: 12/16/14 08:37 Stop Time: 12/16/14 09:05
Skill 03 Tech# 113 Start Time: 12/17/14 11:36 Stop Time: 12/17/14 11:38

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	113	Begin	12/17/14 11:36	End	12/17/14 11:37	:01	.0	

Last Page

UCS02004

Ford of CLERMONT
A Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE. UNLESS OTHERWISE SIGNAL SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, MISUSE OR ON WHICH RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(REQUIRED) DEALER, GENERAL MANAGER, OR AUTHORIZED MEMBER (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag 6004	License [redacted]	1FM5K7D80DG[redacted]	Page 1	Invoice [redacted]

Invoice to

[redacted]
CLERMONT, FL [redacted]
[redacted]

Driver/Owner Information

[redacted]
CLERMONT, FL [redacted]
[redacted]
Occupation: SALES
Company: DVC

Rot Office Use

Odometer In: 25888 Out: 25891	Dist: FMI WAR W Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 02/24/15	Done: 03/03/15	Invoiced: 03/05/15 09:55 SC	Inservice: 01/13/13	Production: 02/04/13

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES FAN RUNNING ALL THE TIME SOUNDS LIKE ITS COMING FROM THE DEFROSTER AREA. THEN WHEN TURNING THE A/C ON THE FAN STOPPED.				
Cause	CUSTOMER STATES FAN RUNNING ALL THE TIME SOUNDS LIKE ITS COMING FROM THE DEFROSTER AREA. THEN WHEN TURNING THE A/C ON THE FAN STOPPED.	CN	116	0.0	0.00
Correction	Could not duplicate customer concern CONCERN CD : A99				
	Repair Type 01 Visit 1				
Type: W		Subtotal			
		TOTAL CHARGE FOR CONCERN			0.00

		Operation	Tech	Units	Amount
Concern 52	CUSTOMER STATES HAVING EXHAUST FUMES IN THE CABIN AREA WHEN WINDOWS ARE CRACKED OPEN.				
Cause	BODY SEAM FAULTY	MTDIAG	116	2.0	230.28
Correction	SEALED BODY SEAM				
Tech Notes	VERIFIED CUSTOMERS CONCERN. LIFTED VEHICLE AND INSPECTED BODY GROMMETS AND BODY SEAMS PER HOTLINE. FOUND BODY SEAM AT REAR OF VEHICLE THAT WAS QUESTIONABLE. SEALED BODY SEAM AND VERIFIED REPAIR OK.				
Comment	00396				
	CONCERN CD : E68 COND CODE : 68				
	Repair Type 01 Visit 1				
Type: W		Subtotal			
		LAB-MECHANICAL			230.28
		TOTAL CHARGE FOR CONCERN			230.28

CHARGE AUTHORIZED BY: X

UCS02004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE HAS BEEN NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART INSPECTED OR REPLACED UNDER THIS CLAIM HAS BEEN CORRECTED READY WAY WITH ANY ACCIDENT INSURANCE OR ANY RECORDS MAINTAINED THIS CLAIM ARE AVAILABLE FOR 1 YEAR FROM THE DATE OF PAYMENT INSPECTION AT THE CLERMONT DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

(DEALER) DEALER'S SIGNATURE, MANAGER OR AUTHORIZED DESIGNEE (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Advr 112 CHAD ROOT	Tag 4004	License [redacted]	1FM5K7D80DG[redacted]	Page 2	Invoice [redacted]

Invoice to: BARRY SMITH JULIAN FRANCIS	Deliver/Ready: BARRY SMITH JULIAN FRANCIS
Invoiced: 03/05/15 09:55:13 SC	13 FORD EXPLORER XLT FWD 4DR SUV

Summary of Charges For Invoice W99981		Payment Distribution For Invoice W99981	
LAB-MECHANICAL	230.28	TOTAL CHARGE	230.28
TOTAL CHARGE	230.28	FACTORY WARRANTY	230.28

If you have any questions - please see CHAD ROOT

CHARGE AUTHORIZED BY: X

UC902004

CUSTOMER

Ford of CLERMONT
a Hertz Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SHOWN, REPAIRS DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REMOVED OR REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT INVOLVEMENT OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

SIGNED (DEALER GENERAL MANAGER OR AUTHORIZED PERSON) (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag 4004	License [redacted]	1FM5K7D80DG[redacted]	Page 3 (Last)	Invoice [redacted]

Invoice to: BARRY SMITH, JULIAN FRANCIS

Driver/Owner: BARRY SMITH, JULIAN FRANCIS

Invoiced: 03/05/15 09:55:13 SC

13 FORD EXPLORER XLT FWD 4DR SUV

Skill 03 Tech# 116 Start Time: 03/02/15 09:58 Stop Time: 03/03/15 16:31

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	116	Begin	03/03/15 16:31	End	03/03/15 16:31	:00	.0	
52	116	Begin	03/02/15 09:59	AW	03/03/15 07:31	9:00	9.0	
		End	03/03/15 16:31					
					Total	9:00	9.0	

CHARGE AUTHORIZED BY: X

UCS©2004

CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE STATED, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PARTS REMOVED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED WITH ANY PRIOR ANY OR ANY ACCIDENT. ADJUSTMENTS OR REPAIRS RECORDED SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD

(DATE) (FORD GENERAL MANAGER OR AUTHORIZED PERSON) (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag 0781	License [redacted]	1FM5K7D80DG[redacted]	Page 1	Invoice [redacted]

Invoice to

[redacted]
CLERMONT, FL [redacted]
[redacted]

Driver/Owner Information

[redacted]
Occupation: SALES
Company: DVC

For Office Use

Odometer In: 25912 Out: 25912	Dist: FMI WAR W Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 03/12/15	Done: 03/16/15	Invoiced: 03/26/15 08:25 SC	In-service: 03/13/13	Production: 02/04/13

Customer Concern: Printed 1 time

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES THEY ARE GETTING EXHAUST FUMES INTO VEHICLE	12650D	116	0.2	23.03
Cause	AC DRAIN				
Correction	REROUTED AC DRAIN				
51-1	TIME TO REROUTE AC DRAIN	MT6A614	116	2.0	230.28
Tech Notes	TEST DROVE VEHICLE WITH FIELD SERVICE ENGINEER. PRESSURE TESTED EXHAUST WITH SMOKE MACHINE. NO LEAKS FOUND. RE ROUTED A.C DRAIN PER FIELD SERVICE ENGINEER. RETURNED VEHICLE TO CUSTOMER				
	CONCERN CD : A99				
	Line Auth: CONTINSH 03/26/15 08:23				
	Repair Type 01 Visit 1				
		Subtotal			
		LAB-MECHANICAL			253.31
Type: W		TOTAL CHARGE FOR CONCERN			253.31

Summary of Charges for Invoice W10799

LAB-MECHANICAL	253.31
TOTAL CHARGE	253.31

Payment Distribution for Invoice W10799

TOTAL CHARGE	253.31
FACTORY WARRANTY	253.31

If you have any questions - please see CHAD ROOT

CHARGE AUTHORIZED BY: X

UC982001 CUSTOMER

Ford of CLERMONT
a Florida Corporation
1101 East Highway 50 • Clermont, FL 34711
(352) 394-6161

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE HAS BEEN NO ALTERATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(DEALER) DEALER, DEPARTMENT, WARRANTY, SERVICE MANAGER OR OWNER/OPERATOR (DATE)

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

STATE OF FLORIDA REGISTRATION # MV-62251

Adv: 112 CHAD ROOT	Tag 0781	License [redacted]	1FM5K7D80D[redacted]	Page 2 (Last)	Invoice [redacted]

Invoice To: BARRY SMITH, JULIAN FRANCIS

Driver/Owner: BARRY SMITH, JULIAN FRANCIS

Invoiced: 03/26/15 08:25:01 SC

13 FORD EXPLORER XLT FWD 4DR SUV

Skill 03 Tech# 116 Start Time: 03/12/15 15:32 Stop Time: 03/16/15 09:49

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	116	Begin	03/12/15 15:32	End	03/12/15 17:06	1:34	1.6	
		Begin	03/13/15 09:11	AW	03/14/15 08:04			
		AW	03/16/15 07:38	End	03/16/15 09:49	2:11	2.2	
					Total	3:45	3.8	

CHARGE AUTHORIZED BY: X

UCS02003

CUSTOMER

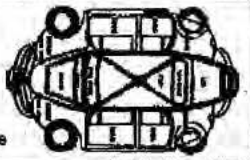
Ford of CLERMONT
1101 East Highway 50
Clermont, FL 34711
(352) 394-6161

REGISTRATION #

A daily charge fee of $10.00 per day will be charged after (5) working days after you have been notified work on your vehicle has been completed.
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED AS USED, REBUILT OR RECONDITIONED

SAVE OLD PARTS FOR CUSTOMER ☐ YES ☐ NO

DAMAGE
C - Chips
S - Scratch
D - Dent
M - Missing
T - Tear
G - Glass Damage



METHOD OF PAYMENT
☐ CASH
☐ CREDIT CARD
☐ CHECK

ADDL PERSON WHO MAY AUTHORIZE REPAIR WORK

NAME PHONE

PERSON CALLED	TIME	DATE	BY AUTH.	ADDL AUTHORIZED AMT.
				$
PERSON CALLED	TIME	DATE	BY AUTH.	ADDL AUTHORIZED AMT.
				$
TOTAL JOB PRICE	$			

Used Batteries and Waste Disposal Charges: This charge represents costs and profits to the motor repair facility for refrigerants, shop supplies or waste disposals. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the State (s.403.7191), and a $1.50 fee to be collected for each new or new motorcycle/road-side battery sold in the state (s.403.7185). Shop supplies fees will be 10% of the parts and labor, up to a maximum of $10.00.

STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

___ I REQUEST A WRITTEN ESTIMATE.

___ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

___ I DO NOT REQUEST A WRITTEN ESTIMATE.

LABOR CHARGES IF THE CHARGE FOR PARTS AND LABOR IS ESTIMATED CHECK BOX BELOW AND INDICATE THE CHARGE WILL BE BASED ON
☐ FLAT RATE ☐ HOURLY ☐ BOTH

ESTIMATE / DIAGNOSIS FEE
$_____ / OR HOURLY
AT $_____ PER HOUR

SIGNED: X_____ DATE:_____

13032	4700	122 JOHN R SISLEY	04/29/15 10:43	FL [redacted]	1FM5K7D80 DG[redacted]	

[redacted]
CLERMONT, FL [redacted]

Cell: [redacted]

13 FORD EXPLORER 4DR SUV XLT FWD Odometer: 28293
3.5 LITER TIVCT V-6
Dates: Production: 02/04/13 Inservice: 03/13/13 Sold:
Last Svc: Client: 808951 Date: 03/26/15 Adv: 112 Odom: 25912 Daily Avg: 35 Month Avg: 1050

28314

51*	W	Sk/Hr/Tech:	FSE COMING IN TO CHECK FOR EXHAUST FUMES INSIDE VEHICLE SK 03 Concern Code: A99 FSE inspection completed. 03-0.3

Dist: FMT Fuel: UNL Estimated Completion: 04/29/15 14:00

Possible recheck. Last Serviced 03/26/15

WAR WARRANTY Dealer FACTORY WARRANTY FOR A/C Need to be Done to Help

W10799	03/12/15	25912	112	116	.20 12650D	REROUTED AC DRAIN
				116	2.00 MT6A614	TIME TO REROUTE AC DRAIN

TREAD DEPTH
RF _____ RR _____
LF _____ LR _____

BRAKES
FRONT _____ MM LEFT _____
REAR _____ MM LEFT _____

BATTERY _____ %

Except for the Limited Manufacturer Warranty by Ford Motor Co., Dealer expressly disclaims all warranties
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. 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. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
I AGREE TO ARBITRATION AND DISCLAIMER OF WARRANTIES AND THAT I AM BOUND BY ALL TERMS AND CONDITIONS ON THIS AGREEMENT.

CUSTOMER SIGNATURE X:_____

TECHNICIAN

UC602004

Adv: 122 JOHN R SISLEY	Tag 4700	License [redacted]	1FM5K7D80DG[redacted]	Page 1	Invoice [redacted]

Invoice To

[redacted]
CLERMONT, FL [redacted]
[redacted]

Customer Information

[redacted]
CLERMONT, FL
[redacted]
Occupation: SALES
Company: DVC

Vehicle

Odometer In: 28293 Out: 28314	Dist: FMT WAR W Final	13 FORD EXPLORER XLT FWD 4DR SUV	
Begin: 04/28/15	Done: 04/28/15	Invoiced: 04/29/15 07:40 S2	Inservice: 03/13/13	Production: 02/04/13

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	FSE COMING IN TO CHECK FOR EXHAUST FUMES INSIDE VEHICLE	W	199	0.0	0.00
Cause	FSE INSPECTION COMPLETED				
Correction	FSE INSPECTION COMPLETED				
	CONCERN CD : A99				
	Repair Type 01 Visit 1				
Type: W		Subtotal			
		TOTAL CHARGE FOR CONCERN			0.00

Summary of Charges

TOTAL CHARGE	0.00

Payment Information

FACTORY WARRANTY	0.00
TOTAL CHARGE	0.00

If you have any questions - please see JOHN R SISLEY

UCS©2004

Adv: 122 JOHN R SISLEY	Tag 4700	License [redacted]	1FM5K7D80DG[redacted]	Page 2 (Last)	Invoice [redacted]
Invoice to: HARRY SMITH, JULIAN FRANCIS			Driver/Owner: HARRY SMITH, JULIAN FRANCIS		
Invoiced: 04/29/15 07:40:01 S2			13 FORD EXPLORER XLT FWD 4DR SUV		

Skill 03 Tech# 199 Start Time: 04/28/15 12:04 Stop Time: 04/28/15 12:05

Line	Tech	Action	Date/Time	Action	Date/Time	Elapsed	Units	Type
51	199	Begin	04/28/15 12:04	End	04/28/15 12:05	:01	.0	

UC902004

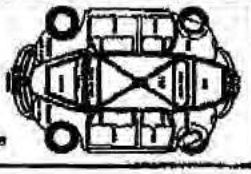
Ford of CLERMONT

A daily storage fee of $15.00 per day will be charged three (3) working days after you have been notified that your vehicle has been completed.
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED AS USED, REBUILT OR RECONDITIONED

FOR CUSTOMER ☐ YES ☐ NO

1101 East Highway 50
Clermont, FL 34711
(352) 394-6161

DAMAGE
C - Chips
S - Scratch
D - Dent
M - Missing
T - Tear
G - Glass Damage



METHOD OF PAYMENT
☐ CASH
☐ CREDIT CARD
☐ CHECK

ADDL PERSON WHO MAY AUTHORIZE REPAIR WORK
NAME PHONE

PERSON CALLED	TIME	DATE	BY AUTH.	ADDL AUTHORIZED AMT.
				$
PERSON CALLED	TIME	DATE	BY AUTH.	ADDL AUTHORIZED AMT.
				$
TOTAL JOB PRICE		$		

Shop Supplies and Waste Disposal Charge: This charge represents costs associated with waste disposal, shop supplies or waste disposal. The State of Florida requires a $1.00 fee to be collected for each new or remanufactured lead-acid battery sold in the state (s. 403.7185), and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state (s. 403.7192). Shop supplies fees will be 10% of the parts and labor, up to a maximum of $20.00.

STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

___ I REQUEST A WRITTEN ESTIMATE.

___ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

___ I DO NOT REQUEST A WRITTEN ESTIMATE.

LABOR CHARGES IF THE CHARGE FOR REPAIRING OR REPLACING CERTAIN MECHANICAL PARTS IS DIFFERENT THAN THE CHARGE FOR OTHER LABOR, THE DIFFERENCE WILL BE MADE ON
☐ FLAT RATE ☐ HOURLY ☐ BOTH

ESTIMATE / DIAGNOSIS FEE
$_____ / OR HOURLY
AT $_____ PER HOUR

SIGNED: X_____ DATE:_____

10799	0781	112 CHAD ROOT	03/12/15 14:57	FL [redacted]	1FM5K7D80 DG[redacted]

[redacted]
CLERMONT, FL [redacted]
LAKE
[redacted]

Cell: [redacted]
Work: [redacted]

13 FORD EXPLORER 4DR SUV XLT FWD Odometer: 25912
3.5 LITER TIVCT V-6
Dates: Production: 02/04/13 Inservice: 03/13/13 Sold:
Last Svc: Client: 808951 Date: 03/05/15 Adv: 112 Odom: 25891 Daily Avg: 36 Month Avg: 1080

51*	W		CUSTOMER STATES THEY ARE GETTING EXHAUST FUMES INTO VEHICLE SK 03 Concern Code: A99 90000 0.4 90001 0.2 Workwith HotLine & FSE 2.00 hours MTDIAG Sk/Hr/Tech: 03-0.3

Dist: FMT Fuel: UNL Estimated Completion: 03/12/15 17:00

Possible recheck. Last Serviced 03/05/15

WAR WARRANTY WA - FACTORY WARRANTY

W99981	02/24/15	25891	112	116	.00 CN	Could not duplicate customer concern
				116	2.00 MTDIAG	SEALED BODY SEAM

TREAD DEPTH
RF _____ RR _____
LF _____ LR _____

BRAKES
FRONT _____ MM LEFT _____
REAR _____ MM LEFT _____

BATTERY _____ %

Except for the Limited Manufacturer Warranty by Ford Motor Co., Dealer expressly disclaims all warranties.
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. 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. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
I AGREE TO ARBITRATION AND DISCLAIMER OF WARRANTIES AND THAT I AM BOUND BY ALL TERMS AND CONDITIONS ON THIS AGREEMENT.

CUSTOMER SIGNATURE X:_____

UCS©2004

TECHNICIAN

Sun State Ford

3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 299-5900
STATE REGISTRATION NO:
MV-06700

Motorcraft

Remanufactured Ford Engines - Parts

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

P & A CODE: 01172

(CHECK ( ) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

AUTHORIZED SIGNATURE & DATE

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, & PRICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

Adv: 200 JAVIER A. PEREZ	Tag: 4380	License: [redacted]	1FM5K7D80 DG[redacted]	Page: 1	Invoice: [redacted]

Invoiced To

[redacted] (MR)
CLERMONT, FL [redacted]

Customer Name

[redacted] (MR)
CLERMONT, FL [redacted]
Occupation: RETIRED
Company: RETIRED

Vehicle

Odometer in: 5763	Out: 5768	Dist: DEF WAR C W	Prelim	13 FORD EXPLORER XLT FWD 4DR SUV WHITE
	MFG: 801172			Stock#: 00C18781

Begin: 07/31/13	Done: 07/31/13	Invoiced: 07/31/13 13:32 MC	Inservice: 03/13/13	Production: 02/04/13	Sold: 03/13/13

Customer Concern

Concern	53	C/S RATTLE FROM TAILGATE WHEN GOING OVER BUMPS OR ROUGH ROADS CHECK AND REPORT			
Cause		SERVICE LOANER			
Correction		FOUND REAR LICENSE PLATE RATTLING			
Parts	Part Number	PO#	Note	Description	
			LOANER	LOANER	
	Tech 103 BELTON JR, DOUG				
		PROG CODE : W			
		CONCERN CD : A99	COND CODE : 82		
Type: W					

Operation	Tech	Units		Amount
53	103	0.0		0.00
Qty			Sell	
1			28.00	28.00

Subtotal	
SUBLET REPAIRS	28.00
TOTAL CHARGE FOR CONCERN	28.00

Summary of Charges for Invoice

SUBLET REPAIRS	28.00
FACTORY WARRANTY	28.00

Payment Information

FACTORY WARRANTY	28.00
FAC WARRANTY	28.00

Attention: The following Invoices also exist
CUS - CUSTOMERPAY,
Attention: Other Repair Orders on this vehicle:
RO: 69225 Opened: 07/31/13 CUS - 07/31/13 (P)

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I HEREBY AUTHORIZE THE REPAIR WORK HEREINAFTER SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PART SHIPMENT BY THE SUPPLIER OR TRANSPORTER. 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. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON BELOW VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO."

* A FINANCE CHARGE OF 1.5% PER MONTH ON ANY BALANCES OVER 30 DAYS WILL BE ADDED TO CHARGE ACCOUNTS (18% MINIMUM)

X [redacted]
CUSTOMER'S SIGNATURE

DCWG2004

FILE

Sun State Ford
3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 299-5900
STATE REGISTRATION NO:
MV-08700

Motorcraft

Remanufactured Ford Engines • Parts

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

P & A CODE: 01172

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZED TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

AUTHORIZED SIGNATURE & DATE

THE INFORMATION CONTAINED HEREON IS ACCURATE AND WAS PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO [illegible] ANY ACCIDENT, REPAIRS OR WORK RECORDED FROM THE DATE OF PAYMENT NOTIFICATION AT THE AFFORD.

[illegible] OR AUTHORIZED PERSON (DATE)

Adv: 200 JAVIER A. PEREZ	Tag: 4380	License: [redacted]	1FM5K7D80DG[redacted]	Page: 1	Invoice: [redacted]

[redacted]
CLERMONT, FL [redacted]

[redacted]
Occupation: RETIRED
Company: RETIRED

Odometer In: 5763	Out: 5766	Dist: DEF CVR C W	Prelim	13 FORD EXPLORER XLT FWD 4DR SUV WHITE
	MPG: 801172			Stock#: 00C18781

Begin: 07/31/13	Done: 07/31/13	Invoiced: 07/31/13 13:32 MC	In-service: 03/13/13	Production: 02/04/13	Sold: 03/13/13

Customer Concern:

		Operation	Tech	Units	Amount
Concern 51 Correction	C/S WHEN DOING HEAVY ACCELERATION VEHICLE CABIN FILLS UP WITH FUMES CHECK AND REPORT ROAD TEST FOR CONCERN,CK EXHAUST SYSTEM AND FUEL SYSTEM FOR CONCERN NORMAL OPERATION AT THIS TIME Tech 103 BELTON JR, DOUG Tech 137 CAUDILL, MITCHE CONCERN CD : E41	51	103	0.0	0.00
			137	0.0	0.00
Type: C		LINE TOTAL			0.00
Concern 52 Cause Correction	C/S RADIO BROWSE BUTTON WONT ALWAYS WORK CANT CHANGE STATIONS CHECK AND REPORT BROWSE BUTTON ON STEERING WHEEL IS DESIGNED TO GO THRU PRESET STATIONS ONLY, BUTTON ON DASH WILL SEEK ALL OTHER CHANNELS NOT ON PRESET 0 Tech 103 BELTON JR, DOUG Tech 199 TECH, SHOP CONCERN CD : A07	52	103	0.0	0.00
			199	0.0	0.00
Type: C		LINE TOTAL			0.00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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* A FINANCE CHARGE OF 1.5% PER MONTH ON ANY BALANCE OVER 30 DAYS WILL BE ADDED TO CHARGE ACCOUNTS (OR MINIMUM)

X CUSTOMER'S SIGNATURE

VCSS200A

CUSTOMER

```
**********************************************************************
*     INQUIRY PERFORMED FOR:     RO#  69226        TAG#            ADV#  200     *
*     CUSTOMER NAME:  [redacted]                                                 *
**********************************************************************

1FM5K7D80DGC[redacted]                                        07/31/13    08:02:34
----------------------GOASIS RESULT-----------------------------------------

----------------------ACCURATE REPAIR NOTIFICATIONS-------------------------
13-06-17:  SYNC GEN 1 ONLY - VARIOUS FUNCTIONAL CONCERNS SEE TSB

----------------------VEHICLE INFO------------------------------------------
VEHICLE DESC: 2013 EXPLORER 4DR                    BODY STYLE: 4 DR XLT 4X2
ENGINE: 3.5L CYCLONE TI-VCT                        TRANSMISSION: 6 SPEED AUTO 6F
ENGINE CALIBRATION: DUB1SN0A AXLE CODE: 3F
AXLE RATIO: 3.39 FINAL DRIVE RATIO          WHEEL BASE:
WHEEL SIZE: 20 X 8.5 POLISHED ALUM WHL      FRONT TIRE: P255/50R-20 BSW A/SEASON
PAINT COLOR: WHITE PLATINUM TRI-COAT        RADIO: PREMIUM AM/FM STEREO/CD
GROSS VEHICLE WEIGHT: 6160 LB. GVW
SYNC VERSION: V3 G                                 VHR ACTIVATED: Y

----------------------WARNING MESSAGES--------------------------------------

----------------------GENERAL WARNING INFORMATION---------------------------
WARRANTY START DATE: 20130313    BUILD DATE: 20130204    SALE MILEAGE:

----------------------OUTSTANDING FIELD SERVICE ACTIONS---------------------
 NO CAMPAIGN MESSAGE(S) FOUND

----------------------EXTENDED COVERAGES------------------------------------
0968      - USA 2013 NEW 72/60,000 PREMIUMCARE W/ROADSIDE
STANDARD DEDUCTIBLE:  100 U OWNER NAME: JULIAN BARRY-SMITH
OPTIONS: 1ST,DY,RNT
EXPIRATION DATE: 03/13/2019                DISTANCE:  60000
RENTAL:  30 UP TO 10 DAYS                   TOWING:  0 USD
CONTRACT SOLD BY: USA 01172
ESP CONTRACT START DATE: 03/13/2013 OWNER OF VEHICLE MUST MATCH OWNER NAME ON OA
SIS FOR COVERAGE TO APPLY.

----------------------MARKETING MESSAGES------------------------------------
VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE DETAILS.
OA MEMBER#: 255407305       DEALER-FUNDED REWARDS BALANCE AS-OF-DATE: 07/29/2013
DLR SERVICE BALANCE:  $10.00          DLR OIL CHANGE BALANCE:  1
DLR SALES BALANCE:  $0.00

----------------------SYMPTOM CODE INFORMATION------------------------------

----------------------SPECIAL SERVICE MESSAGES------------------------------

----------------------TECHNICAL SERVICE BULLETINS---------------------------

----------------------ESP PART NUMBER INFORMATION---------------------------

----------------------REPAIR HISTORY----------------------------------------
```

Sun State Ford

3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 298-5900

L.O.F.	TRANS. SERVICE	COOLING SYSTEM SPECIAL	A/C SPECIAL	CHECK BRAKES (SPECIAL)	PRE DELIVERY OR 10 DAY INSP	FRONT-END ALIGNMENT	4-WHEEL ALIGNMENT	VEHICLE INSPECTION	TUNE-UP 4 CYL.	TUNE-UP 6 CYL	TUNE-UP 8 CYL	TIRE ROTATION	BALANCE & ROTATE TIRES	ELECT. ENG. ANAL. (EEDS)	FUEL INJECTOR FLUSH	EMISSION SERVICE	3,000 MILE SERVICE (FREE L.O.F)	7,500 MILE SERVICE	12,000 MILE SERVICE	15,000 MILE SERVICE	18,000 MILE SERVICE	30,000 MILE SERVICE
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

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I AGREE TO TH
USE OF USED
REBUILT PART

INSTRUCTIONS ON WORK TO BE DONE

51* PAY TYPE: W CC: E41
C/S WHEN DOING HEAVY ACCELERATION
VEHICLE CABIN FILLS UP WITH FUMES CHECK
AND REPORT

52 PAY TYPE: W CC: A07
C/S RADIO BROWSE BUTTON WONT ALWAYS WORK
CANT CHANGE STATIONS CHECK AND REPORT
Does it MOSTly on SAT

53 PAY TYPE: W CC: B09
C/S RATTLE FROM TAILGATE WHEN GOING OVER
BUMPS OR ROUGH ROADS CHECK AND REPORT

Page 12 of 12

PLEASE RE
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DESCRIPTION
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Date
YOUR INVOICE MUST SHOW OUR PURCHASE ORDER NUMBER
No. 203006
7/31/13

[redacted] LIC: FL [redacted] SVC ADV: 200 JAVIER A. PE[redacted]

MR 13 **VIN: 1FM5K7D80 DG[redacted] **
FORD EXPLORER COL CD: UG
XLT FWD 4DR SUV TRIM: BL
LICENSE: FL [redacted] WHITE TRUCK
MFG CODE: 801172 SVC DLR: 801172 SLM: 562
STOCK NUMBER: [redacted]
IN-SVC: 031313 SOLD: 031313 PROD: 020413
ODOMETER: CURRENT: 5763
AVG PER DAY: PER MONTH:

CLERMONT
FL [redacted]
LAKE

HOME: [redacted]

EMAIL ADDRESS [redacted]

DIST CODE: DEF

MODEL# K7D

EXTENDED SVC PLAN: TYPE: PREMIUM NUMBER: DGC18781 DEDUCTIBLE: 100.00
IN FORCE: Y MONTHS: 72 MILEAGE: 60000 EXPIRES: 031319
07/31/13 08:06:22

RO NOTE: FIRST VISIT
PREV RO: 69225 ****PROMISED DATE: 07/31/13 TIME: 0830 ****

*TAG 4380** **RO [redacted] SVC ADV: 200 VIN: 1FM5K7D80 [redacted]

RO#	DATE	LAST SERVICE PERFORMED MILEAGE	ADV	PARTS	LABOR	OPER	RECOMMENDED SERVICE FOR YOUR CAR EST LABOR	EST PARTS	DESCRIPTION

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: _____ File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Downlo

Report Detail Section : View Details

Attachments: 0

Report# :	FBYA7005 NHL			**Received:**	02/25/2015
CCRG/EPRC:	S	**Reviewed Status:**		**Date:**	
Vehicle:	2013,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K7D80DG[redacted]			**Build Date:**	02/04/2013
Odometer :	25,888	**Engine:**	3.5L CYCLO	**Calibration:**	DUB1SN0A
Transmission:	6F50	**Axle:**		**A/C:**	YES
Dealer:	USA 08951 Ford of Clermont, Inc.			**Phone#:**	352-394-6161
City:	Clermont	**State:**	Florida	**Country :**	USA
Originator:	travis johnson				
Symptom:	4 47 1 02 ST/RN/MV,ODOR,CHEMICAL,ALWAYS				
Status:					
VFG:	V53 EXHAUST SYSTEM FUNCTION				
Additional Symptom:	Exhaust odor, accelerating				
Fix:	**Causal Component :**				
Condition Code:					

Hotliner: MMCKAY12 **Phone:** 001-313-2485350 **Regn Cd:** M8 Southeast

Engineering: **Phone:** **TAR:**

Dlr Contact: travis johnson **Phone:** **Title Cde:** T

FCA-808 000224 LC

KOEO:

KOEC:

KOER:

Comments:

CONCER 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: exhaust odor on heavy acceleration. also sounds like the blower motor is running all the time then when the ac is turned on sounds like the fan turns off. Please list any diagnostics already performed: verified odor concern, self test no dtc's retrieved in any modules. veified hvac module is up to date. Parts Replaced: none Your Question: have there been many reports of the exhaust odor returning after tsb 14-0130 being performed. and If im not mistaken the blower motor being on at times is part of the new hvac software helping to create a positive pressure condition in the cab to aid in keeping exhaust fumes out of the cabin area?

RECOMM 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Travis, Thanks for having TSB 14-0130 to address this exhaust odor under heavy acceleration. With the odor concern remaining please verify proper body sealing as per online Workshop Manual Section 501-00 > Description and Operation > Body System - General Information. Also, please inspect the following: the air extractors for possible damage or improper sealing, the steering column shaft boot seal, look for evidence of body repairs and ensure that there are no missing or poorly seated body plugs in the floor pan or engine compartment bulkhead, check the liftgate seal for damage and proper fit/contact pattern and verify that the liftgate plugs are in place in the drain holes. To help locate the leak or seal opening use the Rotunda 134-R0135 Leak Detector (or equivalent), repair as needed. Note: Selecting Fresh Air HVAC mode will increase cabin pressures which may assist with diagnostics and can help to reduce the overall concern. Note: With the regards updating the HVAC software causing the blower motor to turn on by itself, by design the blower motor should only activate when selected by the customer. To find the source of this erratic blower motor operation, complete Pinpoint Test I from online Workshop Manual Section 412-00A > Diagnosis and Testing > Symptom Chart: Climate Control - DATC, as this vehicle is equipped with Dual-Zone Automatic Temperature Control (DATC). Make the necessary repairs or component replacements as directed by the Pinpoint Test.

ADD-ON 02/25/2015 11:00AM MICHAEL MCKAY MSS - FCSD - TECH SVC HOTLINE

Article ISM 1307010 2011-2015 EXPLORER - EXHAUST ODOR IN VEHICLE AFTER TSB 14-0130

P520-608 000225 LC

Consulted SMEs Travis Polnasek and Kevin Martin about the blower turning on by itself, to create positive cabin pressure following a software updated.

CONCER 03/02/2015 10:33AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

re-evaluated vehicle. found when a/c is on with blower motor on there is a whistle like an air leak coming from passengers side dash. when recirculate is turned on the noise goes away.

RECOMM 03/02/2015 11:19AM STEVEN PERRY MSS - FCSD - TECH SVC HOTLINE

Travis, Thank you for the update. With there being a noise from the Passenger Side of the Instrument Panel (IP) that is no longer present when the HVAC system is in Recirculation, there is likely a fault the Air Inlet Mode Door/Actuator/Duct, or its sealing to the rest of the HVAC case or body of the vehicle. To aid in determining what may be causing the whistle noise, when it is occurring, remove the Air Inlet Duct as outlined in Workshop Manual (WSM) 412-00A>Removal and Installation>Air Inlet Duct and verify the condition of the seal between it and the HVAC case, as well as between the duct and the body. If any damage or warping is found, replace/repair the affected component as necessary and re-evaluate the concern. If no damage/warping is found, the Air Inlet Duct is likely internally faulted. Replace it as outlined above and re-evaluate the concern. In regards to the original concern of an exhaust odor being detected after heavy acceleration, ensure that no additional leaking body seams/seals are not allowing the odor to enter the vehicle. This can be done by referring to the previously recommended diagnostics for the areas to inspect. Pressurizing the passenger compartment as outlined in WSM 501-00>Diagnosis and Testing can greatly aid in identifying the source of leaks.

CONCER 03/02/2015 01:30PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

inspected exhaust oder and refered to tsb. found a body seam that is listed in tsb to be re-sealed that was not. re sealed body seam

RECOMM 03/02/2015 01:59PM ROBERT GARY MSS - FCSD - TECH SVC HOTLINE

Travis, Thanks for the update and nice job on the repair. When you get a moment can you please fill out the on-line survey so that the repair can be documented in the Hotline data base along with the Tech Self-Help tool link that is available when submitting a Hotline Assistance Request (HAR) form which reviews closed Hotline repaired vehicles. To search for past reports, follow the normal process of accessing the HAR form in PTS. Once you have accessed the form, fill out the symptom code completely, including the fourth symptom.

CONCER 03/02/2015 02:43PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

is there any way to test the fresh air plenum without removing the dash

RECOMM 03/02/2015 03:24PM SIDHARTHA RAINA MSS - FCSD - TECH SVC HOTLINE

P506-908 000226 LC

Travis, You may be able to apply pressure (upward and forward) to the blower motor housing and see if the noise changes. The fresh air inlet is located above the blower motor. Refer to Online WSM Section 412-00A Climate Control
DATC > Removal and Installation > Air Inlet Duct. This can only verify the concern. Instrument Panel removal will still be necessary to perform any repairs.

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report

Requester: AMCCLE10 1-Apr-2015
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCVWS962

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Sun State Ford

3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 299-5900
STATE REGISTRATION NO:
MV-08700

Motorcraft

Remanufactured Ford Engines • Parts

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

P & A CODE: 01172

(CHECK ( ) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

AUTHORIZED SIGNATURE & DATE

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION, FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

Adv: 200 JAVIER A. PEREZ	Tag: 4380	License: [redacted]	1FM5K7D80 DG[redacted]	Page: 1	Invoice: [redacted]

[redacted]
CLERMONT, FL [redacted]

[redacted]
CLERMONT, FL [redacted]
Occupation: RETIRED
Company: RETIRED

Odometer In: 5783 Out:	Dist: DEF CUS C Prelim	13 FORD EXPLORER XLT FWD 4DR SUV WHITE
MEG: 801172		Stock#: 00C18781

Begin: 07/31/13	Done: 07/31/13	Invoiced: 07/31/13 09:10 EF	Inservice: 03/13/13	Production: 02/04/13	Sold: 03/13/13

Concern 30	VEHICLE INSPECTION				Operation	Tech	Units	Amount
Correction	FREE MULTI-POINT VEHICLE INSPECTION				99P	103	0.0	0.00
Comment	GBK GTIRE GBATT							
	Tech 103 BELTON JR, DOUG							
Type: C	Line Flags: NOS				LINE TOTAL			0.00
Concern 50	THE WORKS!---FIRST FREE OIL CHANGE PLUS CUST HAS $10.00 OFF LETTER				Operation	Tech		Amount
Correction	LUBE, OIL AND FILTER				LOF	103	-	9.00
Comment	FREE LOF							
Parts	Part Number	POS	Note	Description	Qty		Sell	
	FMC AA5Z 6714 B			FILTER ASY - OIL	1		9.56	9.56
	FMC 2C 32P20 GG			SOLUTION-WINDSHIELD	1		2.53	2.53
	C10 OIL		INSF	NO MATCH	6		2.74	16.44
	Tech 103 BELTON JR, DOUG							
Type: C	Line Flags: NOS				LINE TOTAL			0.00
Concern 452	ROTATE TIRES				Operation	Tech		Amount
Correction	ROTATE TIRES				13	103	-	16.00
	Tech 103 BELTON JR, DOUG							
Type: C	Line Flags: NOS				LINE TOTAL			16.00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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* A FINANCE CHARGE OF 1.5% PER MONTH ON ANY BALANCES OVER 30 DAYS WILL BE ADDED TO CHARGE ACCOUNTS (18% MINIMUM)

X CUSTOMER'S SIGNATURE

UCS©2004

ACCOUNTING

PE16-008 000228 LC

Sun State Ford

3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 299-5900
STATE REGISTRATION NO:
MV-08700

Motorcraft

Remanufactured Ford Engines - Parts

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

P & A CODE: 01172

(CHECK (3) APPROPRIATE BOX)

☐ CLAIMS REVIEW	☐ AUTHORIZATION TO SUBMIT CLAIM	☐ PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

AUTHORIZED SIGNATURE & DATE

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 12 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

(SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON (DATE)

Adv: 200 JAVIER A. PEREZ	Tag: 4380	License: [redacted]	1FM8K7D80 DG[redacted]	Page: 2	Invoice: C[redacted]

Invoiced: 07/31/13 09:10:58 EF

13 FORD EXPLORER XLT FWD 4DR SUV WHITE

PARTS		28.53
LABOR		25.00
258 CHARGE TO	7052	39.97-
SUB-TOTAL		13.56
TAX		3.21
TAX		0.27
TOTAL CHARGE		17.04

TOTAL CHARGE	17.04
CASH DUE	17.04
C/A	10.00
	7.04

Customer Waiting

Attention: Other Repair Orders on this vehicle:
RO: 69226 Opened: 07/31/13

If you have any questions - please see JAVIER A. PEREZ
STATE REGISTRATION NO.: MV-08700

Last Page

VS

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I HEREBY AUTHORIZE THE REPAIR WORK HEREINAFTER SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PART SHIPMENT BY THE SUPPLIER OR TRANSPORTER. 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. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON BELOW VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO."

" A FINANCE CHARGE OF 1.5% PER MONTH ON ANY BALANCES OVER 30 DAYS WILL BE ADDED TO CHARGE ACCOUNTS (0% MINIMUM)

X _____
CUSTOMER'S SIGNATURE

UCS©2004

ACCOUNTING

Ford Motor Company Dispute Resolution Program
BBB AUTO LINE Case Investigation

DATE:		**4/22/15**
TO:	**Service Manager:**	**Brad Knight**
	Email:	**BKNIGHT@SUNSTATEFORD.COM**
FROM:	**Dispute Resolution Specialist:**	**Jaymie Sheir**
	Phone/Fax:	**866-567-6518 x 77092/888-520-7973**
RE:	**Customer Name:**	[redacted]
	FMC360:	**CAS-6774571**
	Vehicle Type:	**2013 Explorer**
	VIN:	**1FM5K7D80DG** [redacted]
	Summary of Concerns:	**Cabin fills with exhaust fumes when hard acceleration, radio button won't always work, can't change stations, fan running all the time from the defroster until a/c is on**
# OF PAGES:	**6**	

Your dealership has been identified as the servicing party in the above referenced case, and can best provide the information required to properly review and investigate this customer's eligible claim under the BBB AUTO LINE Program.

Please return the following required documents, via fax, within the next 5 days:

1. Complete all sections of the attached BBB Auto Line Dealer Report
2. Complete the Dealership Repair History Summary
3. Include **accounting** copies of all applicable repair orders, front and back (warranty, internal and retail) that may assist with our case review and response. (If the warranty concerns are not clear as listed above, please contact me for a copy of the customer's BBB AUTO application)
4. Copies of technician notes and write-up sheets

We appreciate your assistance, and if you have any questions, please feel free to contact me. Thank you!

Instructions for Completing the BBB AUTO LINE Dealer Report and Dealership Repair History Summary

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application?
Please state Yes or No, and indicate who spoke with the customer, inspected, and/or test driven the vehicle and his/her position in the dealership (i.e., service manager, technician).

2. Does this vehicle have commercial lettering or decals on it?
If yes, please explain: i.e. send pictures or detailed description of the lettering or decals.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories?
If yes, please explain: i.e. take/send pictures or detailed description of the aftermarket accessories and what specifically you did to determine why this aftermarket component was the causal part?

4. Does this vehicle show signs of abuse or lack of maintenance?
If yes, please explain: i.e. take/send pictures and provide detailed description of the abuse or proof for lack of maintenance.

5. Has the Technical Hotline been contacted?
State Yes or No; if so, what is the reference/CQIS report number?

6. Has a Ford Market or CRC employee (Customer Care Solutions Specialist, Zone Manager, FSE, or District Manager) been involved?
State Yes or No, Who and When (date of inspection) and his/her findings or recommendations?

7. Does the Dealership believe the customer's concern(s) is resolved? *State Yes or No.*

Did the dealership have an opportunity to resolve the customer's concern(s)? *Yes or No*

If no, is(are) the customer's concern(s) normal operating characteristic(s)?
State Yes or No; please explain why or why not.

8. Was the customer offered a loaner or other courtesy transportation during service? *State Yes or No.*

9. How many **total days** has the vehicle been out of service for Ford warranty concerns at your dealership? *This number should NOT include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed.*

10. What additional actions, if any, have been taken to assist with the customer's concerns?
State if concern(s) have been resolved, if they have been determined as normal operating characteristics, and/or if any goodwill gestures have been offered to the customer.

11. Did the customer ask for AWA assistance? If yes, what were financial assistance request, dealer/Zone Manager offer and final decision? Customer accept offer? Y/N

Please Note:

- It is very important to complete and return the dealer report prior at your earliest convenience. The dealer report is one of the most important documents the Dispute Resolution Specialist or Arbitrator uses to make their decision. **Please complete and return within 5 days of receipt.**

- When completing the **"Dealership Repair History Summary"**, summarize only those concerns that are listed on the customer's application. Please be thorough in your description of "action taken." Use only one box per repair. Duplicate and attach additional sheets if necessary.

Revised November 9, 2010

BBB AUTO LINE Dealer Report and Repair History Summary
Please Return To: Jaymie Sheir
FAX 866-520-7973 or e- mail to: jsheir1@ford.com

Attn: Service Manager - Immediate Action Required

Name: Your Phone number:

Dealership Name:

BBB Case Open Date: FMC360 Case Number:

FCSD Zone Manager's Name:

Customer's Name:

VIN: Make/Model/Year: Mileage:

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application? Yes ☐ No ☑

   (Please summarize conversations, dates, offers made, actions taken and the name of dealership personnel):

2. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes ☐ No ☑

   If yes, please explain and if you know this vehicle is part of a fleet of 3 or more vehicles owned by this customer.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect? Yes ☐ No ☑

4. Do you know the Brake Over Accelerator PID values? Yes ☐ No ☑

5. Does this vehicle show signs of abuse, misuse or lack of maintenance? Yes ☐ No ☑

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

6. Has the Technical Hotline been contacted? Yes ☐ No ☑

If yes, provide Dates and CQIS Tech Hotline #. _____

What direction or advice did the Hotline representative(s) provide?

7. Has a Ford Market Area Team member (Zone Manager, FSE or Customer Care Team) been involved? Yes ☐ No ☑

a. If yes, indicate name of personnel and their involvement with you and this customer.

8. Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? Yes ☑ No ☐

If No, what concerns remains un-resolve?

Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes ☑ No ☐

Normal operation

Did you test drive the vehicle with the customer (s)? Yes ☐ No ☑

Results of test drive(s) and date(s)? Please explain rationale for Normal Operating characteristic.

9. Was the customer offered a free service loaner or other courtesy transportation during service? Yes ☐ No ☐

   If yes, on how many repair visits? _____

   What is the total number of days the customer was provided a free/complimentary loaner or rental? _____

10. What is the total number of days the vehicle been out of service for Ford warranty repairs at your dealership? _____

    NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

11. What additional actions, if any, have been taken to assist with the customer's concerns?

_____

_____

12. Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request? Yes ☐ No ☐

    a. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.

_____

_____

13. Did the customer accept the goodwill offer or respond with counter offer? Yes ☐ No ☐

    a. If the customer responded with a counter offer, provide details of the offer.

_____

_____

14. Any Additional Comments:

_____

_____

_____

_____

Signature: _____ Title: _____ Date: _____

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

[redacted] epair History Summary

BBB/FMC360 case # CAS-6774571 Custom[redacted] VIN: 1FMSK7D80DG[redacted]781

WARRANTY ☑ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty

FORD ESP ☑ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☐ MaintenanceCARE

Expiration: Date 3-13-19 Miles 60,000

PLEASE INDICATE TYPE ☐ **Goodwill ESP** ☐ **Customer purchased retail ESP** ☐ **NON-FORD ESP Name of Provider?** _____

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail / Dealer Internal
[redacted]	7-3-13	7-3-13	1	5764	* Rattle from Tail gate * Exhaust Fume * Radio operation	* Rattle from license plate * Ran diag - No codes - no problem found * Normal operation	

Please duplicate, as necessary and attach additional sheets. Revised: November 9, 2010

[redacted]

From: DCPFORM, FMCDealer (.)
Sent: Monday, December 23, 2013 2:52 PM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: rlowrey@elliottflm.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review
DEALER INFORMATION:
Dealership Fleet Name: Elliott Ford Lincoln
Requesting Dealer Fleet: Elliott Ford Lincoln
PA Code: 01637
Contact Person: Richard Lowrey
Title: Service Manager
Phone Number: 903-434-4941
Fax Number: 903-572-8902
Email: rlowrey@elliottflm.com
Region: Dallas

Address: 2055 Burton Rd
City: Mt. Pleasant
State: Texas
Zip Code: 75455
CUSTOMER VEHICLE INFORMATION:
WSD: [redacted]
Vehicle Year: 2013
Vehicle Model: Explorer
Vehicle VIN: 1FM5K7F86DG[redacted]
Mileage: 29720
customer Fleet [redacted]
Street Address:
City : Mt. Pleasant
State : Texas
Zip Code :
Home Phon
Work Phon
Customer Region: Dallas
DETAILS OF INCIDENT:
Injury
Date of Incident: 2013-12-01
County incident occurred: titus
Is customer alleging a component defect CAUSED the incident? YES
Details: The customer states there are exhaust fumes entering the cabin area while accelerating, she states it severe enough to make her husbands nose bleed and to make him sick.
Was a police report filed? NO
Details :
Has the insurance company been contacted? NO
Insurance company advised:
Insurance company contact information:
Coach builder:
City :
State :
Zip Code :
Vehicle Location: At this time it is at our dealership, we are performing TSB 12-12-4. After we are done she will be back to pick it up.
Attorney information:
CVO Contact:
Resolution Customer is seeking: she would like to have the vehicle bought back or some kind of trade allowance, she wants to trade it for another vehicle.
Comments:

Copyright 2013 Ford Motor Company





HANSON LAW FIRM

May 5, 2016

VIA CERTIFIED MAIL AND 1ST CLASS MAIL
RETURN RECEIPT REQUESTED

7012 0470 0002 4454 0644

General Manager / President / Legal Counsel
Ford Motor Company
1 American Rd.
Dearborn, MI 48126

General Manager / President / Legal Counsel
North County Ford
450 W. Vista Way
Vista, CA 92083

OGC Lit
Consumer Claims

Sotera L. Anderson
Wilson Turner Kosmo LLP
550 West C Street, Suite 1050
San Diego California 92101
Tel: 619-236-9600 | Fax: 619-236-9669

Re: Client: Mr. [redacted]
Vehicle: 2015 Ford Explorer
VIN: 1FM5K8GT8FG[redacted]

NOTICE OF VIOLATION OF CONSUMERS LEGAL REMEDIES ACT, *ET AL.*

Dear General Manager/President/Legal Counsel:

I am writing to set forth the facts, cite the applicable law, and provide you with your statutory right to resolve all of our client's damages claims under the Consumers Legal Remedies Act (CLRA), regarding the recently discovered fraud regarding the sale of a vehicle to my client, [redacted].

On or about August 3, 2014, North County Ford ("NCF" or the "Dealership") and Ford Motor Company ("Ford") advertised and sold to Mr. [redacted] a 2015 Ford Explorer (VIN 1FM5K8GT8FG[redacted]) (the "Subject Vehicle") pursuant to a Retail Installment Sales

7752 Fay Avenue, Suite F La Jolla, CA 92037
Phone: 858.451.0291 Fax: 858.451.0281
email: john@thesandiegolemonlawyer.com www.TheSanDiegoLemonLawyer.com

Contract ("RISC") and accompanied by Ford's and NCF's written and implied warranties. At or before the time of sale, Ford knew or should have known of a dangerous exhaust fume defect, but failed to notify its customers, such as Mr. [redacted], about the existence of the defect. Ford then failed to honor the warranties as required by the Song-Beverly Act, Civil Code § 1790, *et seq.*, among other laws. The exhaust fume defect is a safety hazard that can in a reasonably foreseeable manner be a causative factor in, or aggravate, physical injury to a person, as well as causing other harm.

Ford knew and concealed that the Subject Vehicle and other similarly situated vehicles (such as 2011-15 MY Ford Explorers) had or the exhaust fume defect and still failed to disclose this to consumers.

Ford concealed and suppressed material facts concerning the culture of Ford, a culture characterized by an emphasis on cost cutting, the studious denial of safety issues, as well as shoddy design and safety control processes. Ford concealed and suppressed material facts concerning the quality of its 2011-15 MY Ford Explorer. Ford did so to boost confidence in these vehicles and falsely assure purchasers and owners/lessors that the vehicles are safe and reliable.

Ford had a duty to disclose the exhaust fume defect in the 2011-15 MY Ford Exlplorer because the facts were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew the facts were not known to or reasonably discoverable by customers. Ford studiously avoided telling Mr. [redacted] at the time of sale and even when he complained and asked for repairs. These omitted facts were material because they directly impact the value of these vehicles and their ability to be safely used as a passenger vehicle. Whether a product is safe and reliable, whether a manufacturer and seller abides by applicable laws and regulations, and whether a manufacturer and seller stands behind its products and warranties are material to a consumer.

Ford and NCF actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits, avoid more expensive warranty repairs, avoid warranty repurchases required under California and other laws, and avoid safety recalls that would hurt their image and cost them money, and they did do at the expense of Mr. [redacted] and their other customers. Ford has still not made full and adequate disclosure and continues to defraud Mr. [redacted] and others and conceal material information regarding exhaust fume defects that exist in these vehicles.

Mr. [redacted] would never have purchased the Subject Vehicle had he known of the dangerous condition the Subject Vehicle was in. Mr. [redacted] is one of many consumers who have purchased or leased these vehicles.

This letter, among other things, is notice under the Consumers Legal Remedies Act (the Act), Civil Code §1750 *et seq.*, of your violations of the Act, and is a demand that you remedy these violations within 30 days or less from your receipt of this letter.

The Act prohibits the following unfair methods of competition and unfair or deceptive acts or practices: (1) representing that goods or services have characteristics, uses, or benefits which they do not have; (2) misrepresenting the source, sponsorship, approval, or certification of goods or services; (3) misrepresenting the affiliation, connection, or association with, or certification by, another (4) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model if they are of another (5) advertising goods or services with intent not to sell them as advertised; (6) making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions; (7) representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (8) representing that a part, replacement, or repair service is needed when it is not; and (9) representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not. Consumers Legal Remedies Act, Civil Code §§1770(a)(2), (5), (7), (9), (14), (15), and (16).

Demand is hereby made to repurchase the Subject Vehicle and refund all payments. You must also pay my client's legal fees as provided by the consumer protection statutes. Such action will resolve my client's individual CLRA claims for damages.

To resolve my client's claims for injunctive relief under the CLRA, you must also consent to the entry of a specific injunction preventing any further predatory acts against the public. The proposed injunction would prohibit Ford from engaging in the following practices:

1. Advertising, selling or leasing vehicles with exhaust fume defects to consumers without disclosure;
2. Failing to disclose exhaust fume defects to owners and lessees;
3. Failing to inspect vehicles for exhaust fume defects prior to sale or lease and during service;
4. Failing to inform consumers of potential fixes, or improvements, or that there is no known fix or improvement;
5. Failing to repair the defects in the 2011-15 MY Ford Explorers;
6. Failing to repurchase vehicles with exhaust fume defects; and
7. Failing to provide monitoring equipment, testing, or other remediation.

You must also undertake all of the following actions to satisfy the requirements of California Civil Code §1782(c):

1. Identify or make a reasonable attempt to identify all consumers similarly situated, including, but not limited to, all owners or lessees of 2011 -15 MY Ford Explorers.
2. Notify all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or other remedy for your wrongful conduct.
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all affected persons who so request.
4. Cease the unlawful methods, acts or practices set forth above prohibited by the injunction.

By law you have 30 days from receipt of this letter to satisfy your legal obligations under the CLRA. Due to the important legal nature of this notice, my client has requested that any response from you be in writing and directed to my attention. In addition, do not contact my client directly or through your attorneys in the future without first receiving my firm's written authorization. Please be advised that a complaint is being filed shortly asserting other causes of action in addition to a claim for injunctive relief under the CLRA. In that regard, this letter also constitutes written notice to you of your violation of the UCL, as well as your breach of contract, breach of warranty, fraud, and negligent misrepresentation. If you would like to discuss a global resolution of all claims by my client against you, please feel free to contact me through your attorney.

Sincerely,

THE HANSON LAW FIRM

John W. Hanson

JWH/bmo

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
([redacted]):

FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 through 10

YOU ARE BEING SUED BY PLAINTIFF:
([redacted]):

HUTCH LEE BERGHOLZ

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/26/2016 at 01:12:32 PM
Clerk of the Superior Court
By Cody Newlan,Deputy Clerk

[redacted]

The name and address of the court is:
(El nombre y dirección de la corte es):
San Diego Superior Court, Hall of Justice
330 W. Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso):
37-2016-00002555-CU-BC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Curtis M. King, DUMBECK & DUMBECK, 3355 Mission Ave., #139, Oceanside, CA 92058, (760)529-4958

DATE: 01/26/2016 *(Fecha)*
Clerk, by *(Secretario)* C. Newlan, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☑ on behalf of *(specify)*: FORD MOTOR COMPANY, a Delaware Corporation
   under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Page 1 of 1

Form Adopted for Mandatory Use — **SUMMONS** — Code of Civil Procedure §§ 412.20, 465

PE16-008 000244 LC

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Curtis M. King, SBN 187778 DUMBECK & DUMBECK 3355 Mission Ave., Suite 139 Oceanside, CA 92058 TELEPHONE NO.: (760)529-4958 FAX NO.: (760)637-2391 ATTORNEY FOR (Name): Plaintiff Hutch Lee Bergholz	**ELECTRONICALLY FILED** Superior Court of California, County of San Diego **01/26/2016** at 01:12:32 PM Clerk of the Superior Court By Cody Nealan, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice	
CASE NAME: [redacted] v. FORD MOTOR COMPANY	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less)	☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	[redacted] JUDGE: Judge Joel R. Wohlfeil DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☑ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: 2
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 1/25/16
Curtis M. King
(TYPE OR PRINT NAME)

▶ [signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

DUMBECK & DUMBECK
Jon B. Dumbeck, SBN 174949
Curtis M. King, SBN 187778
3355 Mission Ave., Suite 139
Oceanside, CA 92058
(760) 529-4958
(760) 637-2391 Fax

THE HANSON LAW FIRM
John W. Hanson, SBN 214771
7752 Fay Ave., Suite F
La Jolla CA 92037
(858) 451-0291
(858) 451-0281 Fax

Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/26/2016 at 01:12:32 PM
Clerk of the Superior Court
By Cody Newlan,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN DIEGO COUNTY

HALL OF JUSTICE

[redacted], Plaintiff,

v.

FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 through 10,

Defendants.

Case No.: [redacted]

COMPLAINT FOR RESTITUTION AND DAMAGES: VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT, MAGNUSON-MOSS WARRANTY ACT

[Jury Demanded]

Plaintiff, [redacted], alleges as follows, on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in Fallbrook, San Diego County, California.

2. Defendant Ford Motor Company ("Ford") is a Delaware corporation registered to do business in California and doing business in Vista, San Diego County, and across California.

3. The true names and/or capacities of defendants DOES 1 through 10 ("defendant") are unknown to plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each defendant named herein as a DOE is tortiously responsible for the events and happenings hereinafter referred to, and thereby proximately caused the injuries and damages to plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend this Complaint to allege the true names and/or capacities of said fictitiously named defendants when ascertained.

4. At all times herein mentioned, defendants, and each of them were the agents, servants, employees and/or joint venturers of each of their codefendants, and each was, as such, acting within the course, scope and authority of said agency, employment and/or venture, with the advance knowledge, acquiescence or subsequent ratification of each codefendant.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

PE16-008 000247 LC

6. On August 3, 2014, plaintiff purchased a new Ford Explorer VIN 1FM5K8GT8FG[redacted] ("the vehicle") from North County Ford in Vista, San Diego County. Ford's express warranty accompanied the sale of the Vehicle to plaintiff by which Ford undertook to preserve or maintain the utility or performance of plaintiff's vehicle or provided compensation if there was a failure in such utility or performance.

7. The vehicle was delivered to plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, problems with exhaust (and sulfur odor) entering into the cabin.

FIRST CAUSE OF ACTION
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
CIVIL CODE § 1750 *et seq.*
(Against all defendants)

8. Plaintiff incorporates by reference the allegations stated in each preceding paragraph.

9. Pursuant to the Song-Beverly Consumer Warranty Act ("the Act"), Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" purchased primarily for family or household purposes and plaintiff has used the vehicle primary for those purposes.

10. Plaintiff is a "buyer of consumer goods" under the Act.

PE16-008 000248 LC

11. Defendant Ford is a "manufacturer" and/or "distributor" under the Act.

12. The sale of the vehicle to plaintiff was accompanied by an express warranty by Ford and an implied warranty that the vehicle was merchantable. Civil Code § 1791.1. The sale of the vehicle to plaintiff was also accompanied by an implied warranty of fitness. Civil Code § 1791.1.

13. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

14. Plaintiff delivered the vehicle to Ford's authorized repair facilities for repair of the nonconformities on numerous occasions.

15. Ford, through its authorized repair facility, was unable to conform plaintiff's vehicle to the applicable express and implied warranties after a reasonable number of attempts including having been under repairs for over thirty days.

16. Notwithstanding plaintiff's entitlement, defendants have failed to refund the price of the vehicle or replace the vehicle as required by the Act.

17. By defendant's failure to remedy the defects as alleged above, or to issue a refund or replacement, defendants are in breach of their obligations under the Act.

PE16-008 000249 LC

18. Plaintiff is entitled to justifiably revoke acceptance of the vehicle under the Act.

19. In addition to the amounts recovered, plaintiff is entitled to a civil penalty of up to two times the amount of actual damages in that Ford has willfully failed to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. § 2301 *et seq.*
(Against all defendants)

20. Plaintiff incorporates by reference the allegations stated in each preceding paragraph.

21. The Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 *et seq.* pursuant to 15 U.S.C. § 2310(d)(1).

22. Defendant is a "supplier" and "warrantor" as defined by 15 U.S.C. § 2301(4) and (5).

23. The vehicle is a "consumer product" as defined in 15 U.S.C. § 2301(1).

24. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of the warrantor to comply with a written or implied warranty.

25. Despite repeated demands and despite the fact that plaintiff has complied with all reasonable terms and conditions imposed on him by defendants, defendants are unable to remedy the

PE16-008 000250 LC

defects and non-conformities set forth above within a reasonable time, in breach of the written and implied warranties applicable to the Vehicle.

26. Plaintiff has suffered damages as a result of defendants' breach.

27. Plaintiff seeks to return the vehicle and to have the purchase price refunded, together with insurance premiums, interest, costs and actual attorney fees as provided by 15 U.S.C. § 2310(d)(2) or, in the alternative, that plaintiff be awarded damages in an amount to be determined at trial, interest and actual attorney's fees and costs.

WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the sale and restitution of all monies expended;
3. For incidental and consequential damages according to proof at trial;
4. For a civil penalty in the amount of two times plaintiff's actual damages under Song-Beverly;
5. For prejudgment interest;
6. For attorney fees and costs as authorized by contract or statute;

PE16-008 000251 LC

7. For such other and further relief as the Court deems just and proper.

DUMBECK & DUMBECK

Dated: 1-22-16

By: Curtis M. King
Attorneys for Plaintiff

PE16-008 000252 LC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 450-7073
PLAINTIFF(S) / PETITIONER(S):	[redacted]
DEFENDANT(S) / RESPONDENT(S):	Ford Motor Company
[redacted] VS. FORD MOTOR COMPANY	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: [redacted]TL

CASE ASSIGNMENT

Judge: Joel R. Wohlfeil Department: C-73

COMPLAINT/PETITION FILED: 01/26/2016

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	07/01/2016	01:30 pm	C-73	Joel R. Wohlfeil

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars ($150) on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

Superior Court of California
County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

http://www.sdcourt.ca.gov/CivilImagingGeneralOrder

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: [redacted] CASE TITLE: [redacted] vs Ford Motor Company [IMAGED]

NOTICE: **All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:**

(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

PE16-008 000255 LC

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge $150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at *www.courtinfo.ca.gov/selfhelp/lowcost*.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	
PLAINTIFF(S): [redacted]	
DEFENDANT(S): Ford Motor Company	
SHORT TITLE: [redacted] VS FORD MOTOR COMPANY [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: [redacted]

Judge: Joel R. Wohlfeil Department: C-73

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 01/26/2016 JUDGE OF THE SUPERIOR COURT

CUSTOMER # [redacted]

[redacted]

INVOICE

DUPLICATE 1

[redacted]

FALLBROOK, CA [redacted]

NORTH COUNTY FORD VISTA
YOU CAN COUNT ON US!
[redacted]
Vista, CA 92083
[redacted]

SERVICE ADVISOR: 3240 STEVE BURKE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		10475/10475	T6493

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DD	02JUN14		WAIT 23DEC14			CASH	23DEC14

R.O. OPENED	READY	OPTIONS: SOLD-STK:1142210 ENG:3.5L_ECO TRN:A
08:45 23DEC14	10:18 23DEC14	

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
	THE FREEWAY THERE IS AN EXHAUST ODOR IN THE VEHICLE.			
	3602 MENDOZA,ISMAEL LIC#: 3602			
	CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:				0.00
10475 REC SENT FOR TSB REPAIR				
	**********			
E MULTI	POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.			
99P	MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.			
	3602 MENDOZA,ISMAEL LIC#: 3602			
	I99P			(N/C)
GTIRE	7/32 AND OVER			
	3602 MENDOZA,ISMAEL LIC#: 3602			
	CF		0.00	0.00
GBK	BRAKE MEASURMENTS 6MM OR GREATER			
	3602 MENDOZA,ISMAEL LIC#: 3602			
	CF		0.00	0.00
GBATT	BATTERY TESTED GOOD			
	3602 MENDOZA,ISMAEL LIC#: 3602			
	CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:				0.00
10475 0.20 GBATT GBRAKES GTIRES				
	**********			
F	**PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS**			

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

NORTH COUNTY FORD VISTA YOU CAN COUNT ON US!

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185268 EPA# CAL 000130555

CUSTOMER COPY

PE16-008 000258 LC

CUSTOMER #: [redacted]

[redacted]

FALLBROOK, CA [redacted]

INVOICE

DUPLICATE 1

[redacted]

SERVICE ADVISOR: 3240 STEVE BURKE

NORTH COUNTY FORD VISTA
YOU CAN COUNT ON US!
[redacted]
Vista, CA 92083
[redacted]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		10475/10475	T6493

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DD	02JUN14		WAIT 23DEC14			CASH	23DEC14

R.O. OPENED	READY	OPTIONS:
08:45 23DEC14	10:18 23DEC14	SOLD-STK:1[redacted] ENG:3.5L_ECO TRN:A

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	TIREP			**PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS** 3602 MENDOZA,ISMAEL LIC#: 3602 CF	0.00	0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

10475 SET TO SPEC

****

EST: 0.00 23DEC14 08:45 SA: 3240

BAR # ARD185269
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900
THANK YOU FOR CHOOSING NORTH COUNTY FORD
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL
CUSTOMER RELATIONS @ 1-888-258-3613

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ MAT/MISC. CHG.	0.00
TOTAL CHARGES	0.00
LESS INS./ADJ.	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 **CUSTOMER COPY** EPA# CAL 000130555

CUSTOMER #: [redacted]

[redacted]

WARRANTY

PAGE 1

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
(888) 945-9900
Fax (760) 945-9545
www.northcountyford.com

[redacted]
FALLBROOK, CA [redacted]

SERVICE ADVISOR: 3633 CYNTHIA HENDERSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		21509/21509	T3511

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DL	02JUN14		18:00 15MAY15			CASH	19MAY15

R.O. OPENED	READY	OPTIONS:
08:21 14MAY15	16:13 19MAY15	SOLD-STK [redacted] ENG:3.5L_ECO TRN:A

LINE OPCODE TECH TYPE HOURS			LIST	NET	TOTAL
A CUSTOMER STATES WHEN GOING UP HILL VEHICLE HAS ROTTEN EGG SMELL SOP					
CAUSE: CUSTOMER STATES WHEN GOING UP HILL VEHICLE HAS ROTTEN EGG SMELL					
140130B Reprogram The HVAC Module, Replace Air					
Extractors Both Rea					
3660 SPEARS,RICARDO LIC#: 3660					
W94 2.00				213.38	213.38
1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER			23.32	19.59	19.59
1 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN			11.93	10.02	10.02
1 BB5Z*7829164*AA MOULDING			146.02	122.65	122.65
1 BB5Z*7829165*AA MOULDING			146.02	122.65	122.65
1 TA*2*B ADHESIVE			45.00	37.80	37.80
FC: PART#: COUNT:	22337	31271 TPARTS			
CLAIM TYPE:					
AUTH CODE:					
000074	3200	21338 TLABOR			

SALE-LBR: 213.38 PTS: 312.71 MSC: 0.00 LUB: 0.00 SUB: 0.00 TOTAL 526.09

21509 CUSTOMER STATES WHEN GOING UP HILL VEHICLE HAS ROTTEN EGG SMELL 140130B 2.00 VERIFIED CUSTOMERS CONCERN. THIS CONCERN IS ADDRESSED BY TSB 14-0130. VEHICLE EXHIBITS EXHAUST ODOR IN THE AUX CLIMATE CONTROL SYSTEM. PER TSB INSTRUCTIONS, REPROGRAMMED HVAC. REPLACED LEFT SIDE REAR AIR EXTRACTOR. APPLIED mOTORCRAFT SEAM SEALER TO REAR HORIZONTAL SHEET MATAL LAP JOINTS ON LEFT AND RIGHT SIDES OF VEHICLE AND REAR SHEET METAL OVERLAP FLANGE ACROSS THE REAR OF VEHICLE. SPRAYED 3M RUBBERIZED UNDERCOATING AROUND THE AUX AIR CONDITION LINES AND SEAM SEALER AREAS.

****

E** ALTERNATE TRANSPORTATION HAS BEEN PROVIDED FOR WARRANTY REPAIRS. VEHICLE MUST BE RETURNED AS SOON AS REPAIRS HAVE BEEN COMPLETED, AS NOT TO INCUR CUSTOMER EXPENSE. / /

CAUSE: .

WRENT ALTERNATE TRANSPORTATION HAS BEEN PROVIDED FOR WARRANTY REPAIRS. VEHICLE MUST BE

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

WARRANTY COPY

CUSTOMER #: 5[redacted] 6[redacted]

WARRANTY

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
(888) 945-9900
Fax (760) 945-9545
www.northcountyford.com

[redacted]
FALLBROOK, CA [redacted]

PAGE 2

SERVICE ADVISOR: 3633 CYNTHIA HENDERSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		21509/21509	T3511

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DL	02JUN14		18:00 15MAY15			CASH	19MAY15

R.O. OPENED	READY	OPTIONS:
08:21 14MAY15	16:13 19MAY15	SOLD-STK:1[redacted] ENG:3.5L_ECO TRN:A

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					RETURNED AS SOON AS REPAIRS HAVE BEEN COMPLETED, AS NOT TO INCUR CUSTOMER EXPENSE.			
					3660 SPEARS,RICARDO LIC#: 3660			
			W94	0.00			0.00	0.00
					FC: PART#: COUNT: 0 0 TPARTS			
					CLAIM TYPE:			
					AUTH CODE:			
					000074 0 0 TLABOR			
					SUBL 4461 PO#392497			
			W94				34.66	34.66

SALE-LBR: 0.00 PTS: 0.00 MSC: 0.00 LUB: 0.00 SUB: 34.66 TOTAL 34.66

****

EST: 0.00 14MAY15 08:21 SA: 3633

BAR # ARD185269
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900
THANK YOU FOR CHOOSING NORTH COUNTY FORD
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL
CUSTOMER RELATIONS @ 1-888-258-3613

SALE-LBR: 213.38 PTS: 312.71 MSC: 0.00 LUB: 0.00 SUB: 34.66 TOTAL 560.75

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
05-14-15	13:57	16:57	3.00	W	3660	A	
05-15-15	12:25	14:13	1.80	W	3660	B	

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555
WARRANTY COPY

CUSTOMER #: [redacted]

[redacted]

FALLBROOK, CA

[redacted]

NORTH COUNTY FORD

[redacted]

SERVICE ADVISOR: 3633 CYNTHIA HENDERSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		21509/21509	T3511

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DD	02JUN14		18:00 15MAY15			CASH	19MAY15

R.O. OPENED	READY	OPTIONS:
08:21 14MAY15	16:13 19MAY15	SOLD-STK [redacted] ENG:3.5L_ECO TRN:A

LINE	OPCODE	TECH	TYPE	HOURS				LIST	NET	TOTAL
ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL			
57200	21338	3200		54600	31271	22337				
57500	3466	3466		11400	56075	*******				

COST, SALE, & COMP TOTALS 29003 56075 0

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Monday thru Friday 7:00 am - 7:00 pm
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ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

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X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	213.38
PARTS AMOUNT	312.71
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	34.66
HAZ MAT/MISC. CHG.	0.00
TOTAL CHARGES	560.75
LESS INS./ADJ.	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	560.75

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

WARRANTY COPY

CUSTOMER #: [redacted]

[redacted]

ACCOUNTING

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
[redacted]
Fax (760) 945-9545

[redacted]
FALLBROOK, CA [redacted]

SERVICE ADVISOR: 3531 JAMES GOODINE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		29270/29270	T2839

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DL	02JUN14		19:00 14SEP15			CASH	13OCT15

R.O. OPENED	READY	OPTIONS:
09:06 14SEP15	14:48 13OCT15	SOLD-STK:[redacted] ENG:3.5L_ECO TRN:A

LINE OPCODE TECH TYPE A/HRS S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
F INSTALL WINDSHIELD WASHER SOLVENT						
S101 INSTALL WINDSHIELD WASHER SOLVENT						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 0.00	0	0			0.00	0.00
1 61131 WINSHIELD WASHER SOLVENT	109	500	0	5.00	5.00	5.00
PARTS: 5.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:						5.00
VERSION 1 (EMP# 3553,02OCT15 08:46): 29270 INSTALLED WASHER SOLVENT						
G CLEAN BATTERY TERMINALS AND INSTALL ANTI-CORROSION PADS						
SB BATTERY SERVICE SPECIAL, TEST BATTERY, CLEAN AND INSPECT TERMINALS AND POSTS, INSTALL ANTI CORROSIVE PADS TO TERMINALS.						
3553 LINARES,JOSE LIC#: 3553						
CF 0.07 0.30	540	3000			30.00	30.00
1 8800 BATTERY SERVICE	805	1177	0	11.77	11.77	11.77
PARTS: 11.77 LABOR: 30.00 OTHER: 0.00 TOTAL LINE G:						41.77
VERSION 1 (EMP# 3553,02OCT15 08:45): 29270 0.30 PERFORMED BATTERY CLEANING SEVICE.						
H REPLACE CABIN AIR FILTER (INCLUDES FRIGI FRESH DEODORIZER SERVICE)						
CF7083 REPLACE CABIN AIR FILTER (INCLUDES FRIGI FRESH DEODORIZER SERVICE)						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 0.50	900	6250			62.50	62.50
1 AE9Z*19N619*A FILTER - ODOUR AND PARTICLES	1124	2498	0	24.98	24.98	24.98
1 7083SD FRIGIFRESH	711	1119	0	11.19	11.19	11.19
PARTS: 36.17 LABOR: 62.50 OTHER: 0.00 TOTAL LINE H:						98.67
VERSION 1 (EMP# 3553,02OCT15 08:46): 29270 0.50 REPALCED CABIN FILTER AND DEODORIZED AIR DUCT SYSTEM						
I BRAKE FLUID EXCHANGE SPECIAL, REPLACE SYSTEM WITH NEW BG BRAKE FLUID.						
NCF9 BRAKE FLUID EXCHANGE SPECIAL, REPLACE SYSTEM WITH NEW BG BRAKE FLUID.						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 1.00	1800	10000			100.00	100.00

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X _____
CUSTOMER SIGNATURE
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

ACCOUNTING COPY

CUSTOMER #: [redacted]

[redacted]

ACCOUNTING

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
[redacted]
Fax (760) 945-9545

[redacted]
FALLBROOK, CA [redacted]
[redacted]

SERVICE ADVISOR: 3531 JAMES GOODINE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		29270/29270	T2839

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DL	02JUN14		19:00 14SEP15			CASH	13OCT15

R.O. OPENED	READY	OPTIONS:
09:06 14SEP15	14:48 13OCT15	SOLD-ST[redacted] ENG:3.5L ECO TRN:A

LINE OPCODE TECH TYPE A/HRS S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
1 84032SD DOT 4 BRAKE	2027	3299	0	32.99	32.99	32.99
PARTS: 32.99 LABOR: 100.00 OTHER: 0.00 TOTAL LINE I:						132.99
VERSION 1 (EMP# 3553,02OCT15 08:46): 29270 1.00 PERFORMED BRAKE FLUID FLUSH						
J INSTALL PREMIUM UNIVERSAL COOLANT CONDITIONER						
BG546 INSTALL PREMIUM UNIVERSAL COOLANT CONDITIONER						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 0.00	0	0			0.00	0.00
1 546SD UNIVERSALSUPERCOOL	1089	1742	0	17.42	17.42	17.42
PARTS: 17.42 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J:						17.42
VERSION 1 (EMP# 3553,02OCT15 08:47): 29270 INSTALLED COOLANT CONDITIONER						
K ROTATE AND INSPECT TIRES. PERFORM FREE BRAKE INSPECTION ($19.95 VALUE)						
RT ROTATE AND INSPECT TIRES, INCLUDES BRAKE INSPECTION.						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 0.50	900	1995			19.95	19.95
PARTS: 0.00 LABOR: 19.95 OTHER: 0.00 TOTAL LINE K:						19.95
VERSION 1 (EMP# 3553,02OCT15 08:48): 29270 0.50 PERFORMED TIRE ROTATION, INSPECTED BRAKES AND TIRES, MEASUREMENTS ON VEHICLE REPORT						
L REPLACE ENGINE AIR FILTER						
AF REPLACE ENGINE AIR FILTER						
3553 LINARES,JOSE LIC#: 3553						
CF 0.00 0.20	360	2500			25.00	25.00
1 7T42*9601*A ELEMENT ASY - AIR CLEANER	1137	1995	0	19.95	19.95	19.95
PARTS: 19.95 LABOR: 25.00 OTHER: 0.00 TOTAL LINE L:						44.95
VERSION 1 (EMP# 3553,02OCT15 08:48): 29270 0.20 REPLACED ENGINE AIR FILTER						
M REPLACE ENGINE OIL AND FILTER (UP TO 6QTS).						
LOF6 REPLACE ENGINE OIL AND FILTER 6 CYL						

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$	$

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X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD[redacted] EPA# CAL 000130555

ACCOUNTING COPY

CUSTOMER #: [redacted]

[redacted]

ACCOUNTING

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
(888) 945-9900
Fax (760) 945-8545
www.northcountyford.com

[redacted]
FALLBROOK, CA [redacted]

PAGE 5

[redacted]

SERVICE ADVISOR: 3531 JAMES GOODINE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		29270/29270	T2839

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DE	02JUN14		19:00 14SEP15			CASH	13OCT15

R.O. OPENED	READY	OPTIONS:
09:06 14SEP15	14:48 13OCT15	SOLD-STK:[redacted] ENG:3.5L_ECO TRN:A

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
		3553 LINARES,JOSE LIC#: 3553									
			CF	0.00	0.30	540	1450			14.50	14.50
	1 AA5Z*6714*A FILTER ASY										
	- OIL					439	976	0	9.76	9.76	9.76
	6 XO*5W20*DSP MOTORCRAFT										
	SAE 5W-20 API SF-5					1800	2250	0	3.75	3.75	22.50
PARTS:	32.26	LABOR:	14.50	OTHER:	0.00	TOTAL LINE M:					46.76
VERSION 1 (EMP# 3553,02OCT15 08:48): 29270 0.30 PERFORMED OIL AND FILTER CHANGE											
N	ENGINE PERFORMANCE SERVICE INCLUDES PREMIUM FUEL ADDITIVE, OIL ADDITIVE, CRANKCASE CLEANER. BG										
	C3PO ENGINE PERFORMANCE SERVICE INCLUDES PREMIUM FUEL ADDITIVE, OIL ADDITIVE, CRANKCASE CLEANER. BG										
		3553 LINARES,JOSE LIC#: 3553									
			CF	0.00	0.40	720	4000			40.00	40.00
	1 6567 ENGINEKIT109/110/208					3598	5799	0	57.99	57.99	57.99
PARTS:	57.99	LABOR:	40.00	OTHER:	0.00	TOTAL LINE N:					97.99
VERSION 1 (EMP# 3553,02OCT15 08:49): 29270 0.40 PERFORMED BG OIL CONDITIONING AND CLEANING USING PRODUCTS PROVIDED											
O	MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.										
	99P MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.										
		3553 LINARES,JOSE LIC#: 3553									
			CF	0.00	0.00	0	0			0.00	0.00

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185268 EPA# CAL 000130555

ACCOUNTING COPY

CUSTOMER #: [redacted]

[redacted]

ACCOUNTING

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
[redacted]
Fax (760) 945-9545
www.northcountyford.com

[redacted]
FALLBROOK, CA [redacted]

PAGE 6

[redacted]
BUS: CELL:

SERVICE ADVISOR: 3531 JAMES GOODINE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
UG_WHITE_P	15	FORD EXPLORER	1FM5K8GT8FG[redacted]		29270/29270	T2839

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DD	02JUN14		19:00 14SEP15			CASH	13OCT15

R.O. OPENED	READY	OPTIONS:
09:06 14SEP15	14:48 13OCT15	SOLD-STK:1[redacted] ENG:3.5L_ECO TRN:A

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
	GBATT BATTERY TESTED GOOD										
	3553 LINARES,JOSE LIC#: 3553										
			CF	0.00	0.00	0	0			0.00	0.00
	GBATT BATTERY TESTED GOOD										
	3553 LINARES,JOSE LIC#: 3553										
			CF	0.00	0.00	0	0			0.00	0.00
	Y MISC										
	3553 LINARES,JOSE LIC#: 3553										
			CF	0.00	0.00	0	0			0.00	0.00
	GTIRE 7/32 AND OVER										
	3553 LINARES,JOSE LIC#: 3553										
			CF	0.00	0.00	0	0			0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE O:					0.00
P	**PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS**										
	TIREP **PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS**										
	3553 LINARES,JOSE LIC#: 3553										
			CF	0.00	0.00	0	0			0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE P:					0.00
Q	** ALTERNATE TRANSPORTATION HAS BEEN PROVIDED FOR WARRANTY REPAIRS. VEHICLE MUST BE RETURNED AS SOON AS REPAIRS HAVE BEEN COMPLETED, AS NOT TO INCUR CUSTOMER EXPENSE. / /										
	WRENT ALTERNATE TRANSPORTATION HAS BEEN PROVIDED FOR WARRANTY REPAIRS. VEHICLE MUST BE RETURNED AS SOON AS REPAIRS HAVE BEEN COMPLETED, AS NOT TO INCUR CUSTOMER EXPENSE.										
	3553 LINARES,JOSE LIC#: 3553										
		W94		0.00	0.00	0	0			0.00	0.00
						0		0	TPARTS		
						0		0	TLABOR		
SUBL	RENTAL ENTERPRISE 29FX27 FOR 21 DAYS PO#398593										
		W94				63000	63000			630.00	630.00

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X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
HAZ MAT/MISC. CHG.	
TOTAL CHARGES	
LESS INS./ADJ.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185268 EPA# CAL 000130555

ACCOUNTING COPY

CUSTOMER [redacted]

[redacted]
ACCOUNTING

NORTH COUNTY FORD
450 West Vista Way
Vista, CA 92083
[redacted]
Fax (760) 945-9545
[redacted]

[redacted]
FALLBROOK, CA
[redacted]

SERVICE ADVISOR: 3531 JAMES GOODINE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
UG WHITE P	15	FORD EXPLORER	1FM5K8GT8F[redacted]		29270/29270	T2839

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03AUG14 DL	02JUN14		19:00 14SEP15			CASH	13OCT15

R.O. OPENED	READY	OPTIONS: SOLD-STK [redacted] ENG:3.5L_ECO TRN:A
09:06 14SEP15	14:48 13OCT15	

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
PARTS:		0.00	LABOR:		0.00	OTHER:	630.00	TOTAL LINE Q:			630.00

VERSION 1 (EMP# 3260,13OCT15 10:43): 29270 RENTAL VIN#
5XXGM4A76F[redacted]

EST: 0.00 14SEP15 09:06 SA: 3531

EST: 533.47 14SEP15 09:06 SA: 3531

BAR # ARD185269
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900
THANK YOU FOR CHOOSING NORTH COUNTY FORD
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL
CUSTOMER RELATIONS @ 1-888-258-3613

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
09-14-15	14:54	18:00	3.10	W	3553	A	
09-15-15	08:00	08:44	0.73	W	3553	A	
10-01-15	14:44	18:00	3.27	W	3553	B	
10-02-15	08:00	08:39	0.65	W	3553	B	
	08:41	08:45	0.07	W	3553	G	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	18227	3060		54600	1540	1100	
57000	29195	5760		54300	21601	12661	
57800	2250	1800		57500	63000	63000	
21500	2027	0		11400	82767	*******	
10100	55073	*******					

COST, SALE, & COMP TOTALS 87381 135813 0

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Saturday 8:00 am - 5:00 pm

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$	$

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X _____ CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	291.95
PARTS AMOUNT	238.51
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
HAZ MAT/MISC. CHG.	0.00
TOTAL CHARGES	530.46
LESS INS./ADJ.	0.00
SALES TAX	20.27
PLEASE PAY THIS AMOUNT	550.73

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555
ACCOUNTING COPY

GCQIS Report Analysis

Report Summary

Report 2 of 4

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	FE2DT003 NHL			**Received:**	05/28/2015
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2015,EXPLORER 4X4 (U502) ,SPORT ,4 DOOR ,MPV ,1FM5K8GT8FG[redacted]			**Build Date:**	06/04/2014
Odometer :	21,520	**Engine:**	3.5L-GTDI	**Calibration:**	EUB1GT0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 00869 North County Ford			**Phone#:**	888-945-9900
City:	Vista	**State:**	California	**Country :**	USA

Originator: RICK SPEARS

Symptom: 4 41 3 86 ST/RN/MV,RUNNING,SMOKE EXHAUST,BLACK

Status:

VFG: V53 EXHAUST SYSTEM FUNCTION

Additional Symptom: Black smoke from the exhaust

Fix: **Causal Component :**

Condition Code:

Hotliner: BADAMS83 **Phone:** **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: RICK SPEARS **Phone:** **Title Cde:** T

PE16-008 000268 LC

KOEO:

KOEC:

KOER:

Comments:

CONCER 05/28/2015 10:04AM

Web Form Data Description of Vehicle Concern: BLACK SMOKE FROM EXHAUST Please list any diagnostics already performed: TEST DROVE VEHICLE. COULD NOT DUPLICATE CONCERN. NO DTCs. CHECKED FOR DEBRIS ON EXHAUST. NONE FOUND. Parts Replaced: NONE Your Question: I SENT IN A HOTLINE REQUEST FOR ROTTEN EGG ODOR ON SAME VEHICLE EARLIER TODAY. COULD THERE BE ANY RELATIONSHIP TO THE BLACK SMOKE FROM THE EXHAUST?

RECOMM 05/28/2015 10:04AM

Rick, It is possible that the concerns are related. At this time recommend referring to the PC/ED section 3 Symptom Charts>No DTCs>Engine>Exhaust System Concern. This chart lists the possible causes of black smoke from exhaust. Black smoke usually indicates a rich running condition. Recommend monitoring the short and long term fuel trims. Fuel trims reading less than -15 percent indicates a rich condition. The following are possible causes of a rich conditions: high fuel pressure, leaking injector, EVAP leak (raw fuel in canister), skewed MAP/TCBP/BARO readings, restricted exhaust, ect. Recommend monitoring the fuel pressure. Ensure that both the low and high pressure fuel is not extremely high. If no concern is found recommend monitoring the MAP, TCBP, and BARO and KOEO. These readings should all be the same at this time. If the concern is still present recommend blocking off the EVAP from the intake. If the concern is no longer present inspect the EVAP canister for raw fuel. Replace the EVAP canister and purge valve if raw fuel is found. If the cause of the concern is not found to this point recommend performing an exhaust back pressure test. Insert a back pressure gauge into the front oxygen sensor port. Exhaust back pressure should not exceed 3 psi after 3 WOT snaps in the shop and 8 psi at driving WOT.

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PE16-008 000269 LC

Server: ECCVWS962

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PE16-008 000270 LC

GCQIS Report Analysis

Report Summary

Report 1 of 4

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details | Attachments: 0

Report# :	FE1D3003 NHL			**Received:**	05/27/2015
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2015,EXPLORER 4X4 (U502) ,SPORT ,4 DOOR ,MPV ,1FM5K8GT8FG[redacted]			**Build Date:**	06/04/2014
Odometer :	21,520	**Engine:**	3.5L-GTDI	**Calibration:**	EUB1GT0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 00869 North County Ford			**Phone#:**	888-945-9900
City:	Vista	**State:**	California	**Country :**	USA

Originator: STEVE BURKE

Symptom: 1 14 2 39 COMF/ENT,INTERIOR ODOR ,CHEMICAL,INTERMITTENT

Status:

VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S

Additional Symptom: Rotten Egg Odor

Fix: **Causal Component :**

Condition Code:

Hotliner: JLEARNIN **Phone:** 001-313-3179395 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: STEVE BURKE **Phone:** **Title Cde:** SM

PE16-008 000271 LC

KOEO:

KOEC:

KOER:

Comments:

CONCER 05/27/2015 10:32AM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: CUSTOMER STATES VEHICLE HAS ROTTEN EGG SMELL WHEN DRIVING. Please list any diagnostics already performed: VERIFIED CONCERN. PERFORMED TSB 14-0130. NO CHANGE IN CONDITION Parts Replaced: TSB 14-0130 Your Question: ANY OTHER KNOWN ISSUES ?

RECOMM 05/27/2015 10:32AM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE

Steve, A search of OASIS for this vehicle symptom returned SSM 45053 that addresses a propane, or natural gas odor when idling or low speed driving. Please use the hyperlink provided to access this SSM for review. Please inspect for the conditions outlined and repair as directed to resolve this odor concern. If the odor is still present and TSB 14-0130 was performed as outlined, please inspect the air extractors again (located behind the rear bumper cover) and the steering column shaft boot seal for possible damage or improper sealing. Please replace or repair as needed and reevaluate this odor. Please inspect for evidence of body repair(s) and verify there are no missing or poorly seated body plugs in the floor pan or in the engine compartment bulkhead. Please inspect the lift gate seal for damage and verify proper fit/contact pattern. Please ensure that the lift gate plugs are in place in the drain holes. If no issues are found, then it is recommended to utilize the Rotunda 134-R0135 Leak Detector (or equivalent) to locate leak points and/or seal openings. Please note that selecting Fresh Air HVAC mode will increase cabin pressures. This will likely assist with diagnostics and can help to reduce the overall odor concern. If TSB 14-0130 has been completed correctly, and there are no concerns identified with the above inspections, please be advised that this concern is currently under investigation. Please monitor OASIS for updates.

ADD-ON 05/27/2015 10:32AM JOHN LEARNING MSS - FCSD - TECH SVC HOTLINE

Article ISM 1307010 2011-2015 EXPLORER - EXHAUST ODOR IN VEHICLE AFTER TSB 14-0130 Article SSM 45053 Some 2013-2015 MKZ vehicles equipped with a 3.7L, 2007-2014 Edge, 2007-2015 MKX,

CONCER 05/28/2015 10:11AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: CUSTOMER STATES VEHICLE SMELL LIKE ROTTEN EGGS Please list any diagnostics already performed: THIS CONCERN

PE16-008 000272 LC

WAS ADDRESSED BY TSB 14-0130. Test drove vehicle several times, could not duplicate concern. Had 3 other techs on test drive and that could not smell egg/sulfur odor. Isolated rear A/C from front A/C. Could not duplicate concern. Compared fresh air to recirculation mode in A/C could not duplicate concern. Parts Replaced: Performed TSB 14-0130. Replaced the left side rear air extractor. Applied a generous amount of Motorcraft® Seam Sealer to rear horizontal sheet metal lap joints on left and right sides of the vehicle, and the rear sheet metal overlap flange across the rear of the vehicle. Sprayed a generous amount of 3M Rubberized Undercoating around the auxiliary air conditioning lines and seam sealer areas. Your Question: The customer states she smells the same odor after the TSB was completed. I could not duplicate concern. Where do I go from here? Are there similar concerns with this TSB 14-0130 repair? Thanks.

RECOMM 05/28/2015 10:11AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

Rick, The description of the concern appears to indicate that this concern could be related to the information in SSM 45053. Please have the vehicle driven for 20-30 minutes to determine if this is the concern that the Customer is experiencing. If so, proceed with the information in the Service Message. If the concern can eventually be duplicated and confirmed to be related to the information in TSB 14-0130, then we recommend that you perform the following checks - Refer to Section 501-00 of the Online WSM and verify proper body sealing. - Inspect the Steering Column Shaft Boot Seal. - Ensure tat there are no missing or poorly seated Body Plugs in the Floor Pan or Bulkhead. - Verify the Liftgate Seal for damage and proper fit/contact pattern. Ensure that the Liftgate Plugs are in place in Drain Holes. If no concerns are found with the above checks, then please be advised that the concern is currently under investigation. Please monitor OASIS for updates.

ADD-ON 05/28/2015 10:11AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE

Article SSM 45053 Some 2013-2015 MKZ vehicles equipped with a 3.7L, 2007-2014 Edge, 2007-2015 MKX,

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Add Comments | Previous | Next | Save | Mail Report

Requester: DWASHI49
Report Summary
Server: ECCVWS962

13-Jan-2016
Retention: None

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La Jolla CA 92037
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(858) 451-0281 Fax

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN DIEGO COUNTY

HALL OF JUSTICE

[redacted],	Case No.: [redacted]
Plaintiff,	
v.	**SECOND AMENDED COMPLAINT FOR RESTITUTION AND DAMAGES: VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT, CONSUMERS LEGAL REMEDIES ACT**
FORD MOTOR COMPANY, a Delaware Corporation; NORTH COUNTY FORD, INC. a California Corporation, and DOES 1 through 10,	Dept.: C-73 Judge: Hon. Joel R. Wohlfeil
Defendants.	[Jury Demanded]

Plaintiff, [redacted], alleges as follows, on information and belief, formed after an inquiry reasonable under the circumstances:

PE16-008 000274 LC

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in Fallbrook, San Diego County, California.

2. Defendant Ford Motor Company ("Ford" or "Defendant") is a Delaware corporation registered to do business in California and doing business in Vista, San Diego County, and across California.

3. Defendant North County Ford ("NCF") is a California Corporation, doing business in Vista, San Diego County, California.

4. The true names and/or capacities of defendants DOES 1 through 10 ("defendants") are unknown to plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each defendant named herein as a DOE is tortiously responsible for the events and happenings hereinafter referred to, and thereby proximately caused the injuries and damages to plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend this Complaint to allege the true names and/or capacities of said fictitiously named defendants when ascertained.

5. At all times herein mentioned, defendants, and each of them were the agents, servants, employees and/or joint venturers of each of their codefendants, and each was, as such, acting within the course, scope and authority of said agency, employment and/or venture, with the advance knowledge, acquiescence or subsequent ratification of each codefendant.

PE16-008 000275 LC

6. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

7. On August 3, 2014, plaintiff purchased a new Ford Explorer VIN 1FM5K8GT8FGA[redacted] ("the vehicle") from North County Ford in Vista, San Diego County. Ford's express warranty accompanied the sale of the Vehicle to plaintiff by which Ford undertook to preserve or maintain the utility and performance of plaintiff's vehicle or provide compensation if there was a failure in such utility or performance.

8. The vehicle was delivered to plaintiff with serious defects and nonconformities to warranty repeatedly manifested these serious defects and nonconformities to warranty including, but not limited to, problems with exhaust (and sulfur odor) entering into the cabin.

9. Ford knew or should have known about these serious defects prior to the advertising, sale, and service of the vehicle, and misrepresented and/or omitted this material fact.

10. Ford has known about this serious, safety defect since at least 2012 as evidenced by the issuance of Technical Service Bulletins ("TSBs") to Ford dealerships regarding the problem.

11. Ford has actively concealed, and continues to conceal, the nature and severity of the defect from vehicle owners and lessees of the 2011-15 MY Ford Explorers.

PE16-008 000276 LC

12. The exhaust fume defect is a safety hazard that can in a reasonably foreseeable manner be a causative factor in, or aggravate, physical injury to a person, as well as causing other harm.

13. Ford has actively concealed this safety hazard to owners and lessees, describing it only as an odor issue, and has concealed both that fixes are needed, and that it has no effective fix, *inter alia*.

FIRST CAUSE OF ACTION
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
CIVIL CODE § 1750 *et seq.*
(Against Ford and NCF)

14. Plaintiff incorporates by reference the allegations stated in each preceding paragraph.

15. Pursuant to the Song-Beverly Consumer Warranty Act ("the Act"), Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" purchased primarily for family or household purposes and plaintiff has used the vehicle primary for those purposes.

16. Plaintiff is a "buyer of consumer goods under the Act.

17. Defendant Ford is a "manufacturer" and/or "distributor" under the Act.

18. Defendant NCF is a "retail seller" of consumer goods under the Act; and is the agent and affiliate of Ford regarding sales and warranty services.

PE16-008 000277 LC

19. The sale of the vehicle to plaintiff was accompanied by an express warranty by Ford and Ford and NCF's implied warranty that the vehicle was merchantable. Civil Code § 1791.1.

20. The foregoing defects and nonconformities to warranty were present at sale and manifested themselves within the applicable express and implied warranty periods. The nonconformities substantially impair the use, value and/or safety of the vehicle. Given the defects and nonconformities, the vehicle 1) would not pass without objection in the trade under the contract description, and 2) was not fit for the ordinary purposes for which such goods are sold.

21. Plaintiff delivered the vehicle to Ford's authorized repair facilities, including NCF, for repair of the nonconformities on numerous occasions.

22. Ford, through its authorized repair facility(ies), was unable to conform plaintiff's vehicle to the applicable express and implied warranties after a reasonable number of attempts including having been under repairs for over thirty days.

23. Notwithstanding plaintiff's entitlement, defendants have failed to refund the price of the vehicle or replace the vehicle as required by the Act.

24. By defendant's failure to remedy the defects as alleged above, or to issue a refund or replacement, defendants are in breach of their obligations under the Act.

PE16-008 000278 LC

25. Plaintiff is entitled to justifiably revoke acceptance of the vehicle under the Act.

26. In addition to the amounts recovered, plaintiff is entitled to a civil penalty against Ford of up to two times the amount of actual damages in that Ford has willfully failed to comply with its responsibilities under the Act.

27. Plaintiff is also entitled to his reasonable attorney's fees and costs under the Act.

SECOND CAUSE OF ACTION
VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT -
Cal.Civ.Code §1750, *et seq.*
(Against Ford)

28. Plaintiff incorporates by reference the allegations stated in each preceding paragraph.

29. Plaintiff's vehicle constitutes "goods" purchased primarily for personal, family, or household purposes pursuant to Civil Code §1761(a).

30. The warranty repairs, work, labor, and services for the vehicle are for other than commercial or business use, and consitute "services" pursuant to Civil Code §1761(b).

31. Plaintiff is a "consumer" pursuant to Civil Code §1761(d).

32. Defendant Ford produced, manufactured, advertised, distributed, serviced, warranted, and sold the 2011-15 MY Ford Explorer, and is a "person" pursuant to Civil Code §1761(c).

PE16-008 000279 LC

33. The advertisement, warranty, service, repair, and sale of the Subject Vehicle are "transactions" pursuant to Civil Code §1761(e).

34. By misrepresenting and/or failing to disclose the above-stated defects, and that 2011-15 MY Ford Explorers and related warranty repairs did not conform to their representations based on the limitations set forth above, defendant violated Cal. Civ. Code § 1770(a) (2), (5), (7), (9), (14), (15), and (16).

35. Plaintiff has provided written notice prior to filing suit and requested Ford rectify these issues.

36. The CLRA provides that a complaint for violation of its provisions may be amended to add damages claims without leave of court should the violation not be remedied within thirty (30) days of notification. As the statutory thirty-day period expired without cure of Defendant's violations, Plaintiff seeks rescission and restitution, actual and punitive damages, pursuant to the CLRA, Civil Code §§1780(a) and 1782(d), for violation of Civil Code §§1770(a)(2), (3), (5), (7), (9), (14), (16).

37. Ford had and has a duty to disclose the defects in the 2011-15 MY Ford Explorer, and the existence and/or inadequacy of its proposed fixes, because they were known and/or accessible only to Ford who had superior knowledge and access to the facts, and Ford knew the facts were not known to or reasonably discoverable by Plaintiff and other customers.

38. These omitted facts were material because they directly impact the value of these vehicles and their ability to be safely used. Whether a manufacturer's products are safe and reliable, whether a manufacturer abides by applicable laws and regulations, and whether a manufacturer stands behind its products and warranties are material to a consumer.

39. Ford actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits, avoid more expensive warranty repairs, avoid warranty repurchases required under California and other laws, and avoid publicity that would hurt Ford's image and cost it money, and it did so at the expense and injury of Plaintiff and its other customers.

40. On information and belief, Ford has still not made full and adequate disclosure and continues to defraud Plaintiff and others and conceal material information regarding defects that exist these vehicles and the existence and/or inadequacy of its proposed fixes.

41. Plaintiff and others were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

42. Because of the acts of unfair competition or unfair or deceptive acts or practices detailed above, Plaintiff and other California customers have suffered and will continue to suffer damage.

PE16-008 000281 LC

43. Under Cal. Civ. Code § 1780(a)(2), Ford should be enjoined from continuing to employ the unlawful methods, acts and practices alleged to prevent any future harm to Plaintiff and other owners and lessees.

44. Pursuant to Civil Code §1780(d), Plaintiff may also recover attorneys' fees and costs according to proof at time of trial.

WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as follows:

1. For general, special and actual damages under Song-Beverly, and according to proof at trial;
2. For rescission of the sale and restitution of all monies expended under Song-Beverly;
3. For incidental and consequential damages under Song-Beverly according to proof at trial;
4. For a civil penalty in the amount of two times Plaintiff's actual damages under Song-Beverly;
5. For prejudgment interest under Song-Beverly;
6. For the declaratory, equitable, and/or injunctive relief requested as permitted under the Consumers Legal Remedies Act.
7. For incidental, compensatory and consequential damages, restitution, and civil penalty as permitted under the Consumers Legal Remedies Act.

PE16-008 000282 LC

8. For reasonable attorneys' fees and costs of suit as specified under, *inter alia*, Code of Civil Procedure §1021.5, Civil Code §1794, and Civil Code §1780(d);

9. For such other and further relief as the Court deems just and proper.

HANSON LAW FIRM,
DUMBECK & DUMBECK

Dated: June 23, 2016

By: John W. Hanson
Attorneys for Plaintiff

PE16-008 000283 LC

PROOF OF SERVICE
(Sections 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is: [redacted], Ste. F, La Jolla, CA [redacted].

On the date shown below, I served the foregoing document described as:

SECOND AMENDED COMPLAINT FOR RESTITUTION AND DAMAGES: VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT, CONSUMERS LEGAL REMEDIES ACT

to the interested parties in this action by mail at San Diego, California addressed as follows:

Ms. Vickie E. Turner / Mr. Robert A. Shields
Ms. Sotera L. Anderson
WILSON TURNER KOSMO, LLP
550 West C. Street, Ste. 1050
San Diego, CA 92101
(t) 619.236.9600 / (f) 619.236.9669
Attorneys for Defendant / FORD MOTOR COMPANY

[X] (**BY MAIL**) The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with this office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (**BY PERSONAL SERVICE**) I caused to be delivered such envelope by hand to the addressee.

[ ] (**BY FEDERAL EXPRESS**) The envelope was delivered by overnight delivery, fully prepaid.

[] (**BY FAX**) By transmitting to the fax number as set forth above.

[] (**FEDERAL**] I declare that I am a member of the bar of this court.

[X] (**STATE**) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 23 2016, at La Jolla, California.

[redacted]

[redacted]

VIN
1FM5K7D84EG[redacted]

Status Active

General

VIN	1FM5K7D84EG[redacted]		
Vehicle Specification Full Path	2014 > FORD > EXPLORER > K7D - EXPLORER XLT FWD 4-DR		
Warranty Start Date	9/29/2014 12:00 AM	**Tech Hotline**	No

Vehicle Details

Hours in Service		**New/Used**	
Estimated Mileage		**Model Year**	2014
Mileage	1,000	**Make**	FORD
Mileage Units	Miles	**Model / Vehicle Line**	EXPLORER
		Body Style	K7D - EXPLORER XLT FWD 4-DR

Advanced Search Of Vehicle Ownership

Advanced Search

Search On	Contact	**Search By**	

Detailed Info

Tag #		**Vehicle Status Code**	
Order Number		**Vehicle Ownership Code**	1
Acquisition Code		**Acquisition Method Code**	
Leased	No	**Vehicle Ownership**	[redacted]
Selling Dealer Code			

Initial Sales Information

Sales Type Code	0	**Sale Date**	9/29/2014
Vehicle Status Code		**Warranty Date**	
		Vehicle Line Code	

Cases

Notes

Admin Info

Basic Audit Info

Created By	ford prdload1	**Modified By**	Ulysses Garcia
Created On	10/3/2014 7:53 PM	**Modified On**	10/17/2014 11:43 AM
Status	**Active**		

Contact

[redacted]

General

Profile

Full Name	[redacted]		
Salutation	Mr.	**Type**	
First Name	[redacted]	**Job Title**	
Middle Name	[redacted]	**Customer's Title Code**	
Suffix		**Company**	
Last Name	[redacted]	**Preferred Language**	English
Preferred Name		**Script**	
Relationship Type	Individual	**Concierge Date**	

Contact Information

Best Contact Method		**Fax**	
Best Daytime Phone		**E-mail Address 1**	[redacted]
Home Phone	[redacted]	**Customer Agreed to FoC Marketing Email**	
Mobile Phone		**Updated By**	
Business Phone		**Updated On**	
		E-mail Address 2	
		E-mail Address 3	
		Time Zone	

Additional Contact Information

Address

Address Type		**City**	DEERFIELD BCH
Street 1	[redacted]	**State/Province**	FL
Street 2		**ZIP/Postal Code**	[redacted]
Street 3		**Country/Region**	USA
		County	

Social Media Information

Contact	Social Media Type	Handle	Message Board Name	Created On

No Social Media Attribute records are available in this view.

0 - 0 of 0 (0 selected) Page 1

Cases

Cases: **Cases**

Case Number	VIN	Customer	Status	Case Classification Full Pa
CAS-5388563-C5J5D4	1FM5K7D84EG[redacted]	[redacted]	Resolved	MyTouch > Functionality

1 - 1 of 1 (0 selected) Page 1

Marketing Scores

Navigation to the webpage was canceled

What you can try.

- Refresh the page.

Preferences

E-Mail	Allow
Phone	Allow
Mail	Allow

Email Subscription

Ford or Dealer Personnel

No Notifications (Default)	No
Daily Notification of ALL Active Cases	No
Daily Notification of Active Cases Opened/Updated Previous Day	No
Two Notifications a Day (All cases created or updated since last Run)	No
Preferred Email	
Email Expiration Date	

Employee Information

Ford or Dealer Personnel

Position		**WSLx ID**	
CKS Customer #	[redacted]	**IncrementalTag**	
CDS ID		**Salary Grade**	
ETag1		**ETag2**	
LTag1		**LTag2**	
STag1		**STag2**	

Marketing Dealer

New Assigned Dealer

Ford	**Effective Date**
Pompano Ford Lincoln, Inc.	9/29/2014
Lincoln	**Effective Date**
Mercury	**Effective Date**

Used Assigned Dealer

Ford	**Effective Date**
Lincoln	**Effective Date**
Mercury	**Effective Date**

Notes

Admin Info

Owner	ford prdload1		
Created By	ford prdload1	**Modified By**	ford prdload1
Created On	10/2/2014 8:25 PM	**Modified On**	11/24/2014 2:16 AM

Status **Active**

REVOD5000291 LC

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* BOARD CERTIFIED CIVIL TRIAL LAWYER
*** ADMITTED IN NY
† ADMITTED IN DISTRICT OF COLUMBIA
†† ADMITTED IN NORTH CAROLINA
* ADMITTED IN WASHINGTON
** ADMITTED IN VIRGINIA

February 3, 2015

Todd Eikenberry
BBB Auto Line
Via Fax: 703-247-9700

Dear Mr. Eikenberry,

Thank you for taking the time to speak with me today. As per our conversation, attached please find all documentation requested including the statutory notice which was sent to Ford and never responded to. You will see I have attached the return receipt which verifies that it was received by Ford. Please contact me to advise of the arbitration date at your convenience. If you wish, you may communicate via email at bdolman@krupnicklaw.com.

I thank you for your assistance in resolving this matter.

Very truly yours,

Blake V. Dolman

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† ADMITTED IN DISTRICT OF COLUMBIA
†† ADMITTED IN NORTH CAROLINA
† ADMITTED IN WASHINGTON
** ADMITTED IN VIRGINIA

December 15th, 2014

VIA CERTIFIED MAIL / RRR
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Our Client: [redacted]
Vehicle: 2014 Ford Explorer XLT
Vin #: 1FM5K7D84EG[redacted]
Our File #: 2341LL-BVD

NOTICE OF NONCONFORMITY UNDER FLORIDA STATUTE 681.104 1(b)

Dear Sir or Madam,

This firm has been retained by [redacted] to pursue all remedies provided under Florida Law and the Magnuson-Moss Warranty Act for a severe and dangerous defect that substantially impairs the use, value and safety of his motor vehicle. The subject vehicle was purchased new from Pompano Ford in Pompano Beach, Florida on September 29th, 2014.

Specifically, the above described vehicle suffers from excessive exhaust fumes and carbon monoxide entering the passenger cabin while the vehicle is underway. It is well known that these dangerous emissions entering the cabin are hazardous to the health of my client and his young children who routinely occupy the rear seats and have been overwhelmed by the odor and fumes on multiple occasions.

The problem has been reported and multiple repair attempts have been made by Pompano Ford in Pompano Beach, Florida. **The vehicle has been out of service in excess of thirty (30) days**

in the less than three months since it was purchased. The vehicle remains out of service and at the dealership for repairs related to this issue to date. You may obtain the service records from your dealer. My client's vehicle has less than 3,000 miles on it as of the date of this letter.

Ford has been aware of this defect occurring in Explorer models for some time. This firm is familiar with a federal safety investigation and multiple lawsuits regarding this defect in the Explorer vehicles.

Pursuant to Fla Stat. 681.104 3(a), the length of time this vehicle has been out of service constitutes proof that a reasonable number of repair attempts have already been made. **Ford is hereby called upon to replace the motor vehicle with a replacement motor vehicle acceptable to the consumer**. The replacement must include all reasonably incurred collateral and incidental charges. Please contact the undersigned immediately and without delay so that we may resolve this issue expeditiously and efficiently for all parties.

Very truly yours,

Blake V. Dolman

CC: Office of the Attorney General
Lemon Law Research Unit
The Capitol, Tallahassee 32399-1050





SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

DEC 22 2015

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 3020 0000 9378 3659

PS Form 3811, July 2013 Domestic Return Receipt

BBB AUTO LINE
Customer Claim Form

Case number: FRD1511114
Contact Date: 01/16/15
Start Date: 01/20/15

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

[redacted]

City: Fort Lauderdale State: FL Zip code: [redacted]

Day phone: [redacted] Evening phone [redacted] Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Explorer Year: 2014 Current mileage: 4000

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , FL

Primary Servicing dealer/city/state: Pompano Ford Lincoln, Inc. ,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 09/29/14 Mileage at purchase/lease:

First repair attempt date: 11/03/14 First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Vehicle has been out of service FOR 29 DAYS . Manf. failed to respond to statutory notice sent return receipt. Customer would like replacement vehicle. This is a known defect and subject of class action lawsuit. Consumer has not joined suit.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FM5K7D84EG[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

Case Number: FRD1511114

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Exhaust and Carbon Monoxide entering passenger cabin		2		yes

Total days out of service for all problems: 29

Signature of Titled Owner(s) [redacted] Date 2/3/15

Printed Name of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700

LOT LOCATION:
CUSTOMER #: [redacted]

[redacted]

DEERFIELD BCH, FL [redacted]

[redacted]

BUS: CELL:

INVOICE

PAGE 1

POMPANO FORD LINCOLN, INC.
2741 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33064
TELEPHONE: (954) 782-8110
DADE: (305) 944-9733 PALM BEACH: (561) 737-8590
www.pompanofordlincoln.com
"HOME OF 100% CUSTOMER SATISFACTION"
P & A CODE 11648-4
SHOP LICENSES: STATE # MV-03983
COUNTY # AR0172
85-23

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]		2397/2402	T3764

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 03NOV14			CASH	07NOV14

R.O. OPENED	READY	OPTIONS: SOLD-STK:[redacted] DLR:25A118
08:29 03NOV14	09:29 07NOV14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A B66 PASSENGER SIDE B PILLAR IS COMING OFF			
CAUSE: FR			
MT \MT20554			
33151 W			(N/C)
1 BB5Z*7820554*AA MOULDING - DOOR WINDOW FRAME			(N/C)
FC: B66 33			
PART#: BB5Z*7820554*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
000937			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
2402 33 REMOVE BPILLAR PASSENGER FRONT MOULDING AND CLEAN AREA. INSTALL NEW MOULDING. OK. CC33			
**********			
B R21 CUSTOMER STATES AT HIGHWAY SPEEDS THERE IS A BUZZING/WIND NOISE COMING FROM PASSENGER SIDE OF WINDSHIELD.			
CAUSE: F			
140029A 2011-2014 Explorer: Adjust The Cowl Sheet Metal, Includes			
33151 W			(N/C)
FC: R21 07			
PART#: 78022A68			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
000937			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
2402 07 ROAD TEST AT HIGHWAY SPEEDS. NOISE HEARD AT FRONT COWL AREA. INSPECT. PERFORMED TSB 14-0029 REROAD TEST,. NOISE GONE. CC07			
**********			
C B64 CUSTOMER STATES MOLDING AROUND WINDSHIELD IS RIPPLED/POORLY FITTING			
CAUSE: F			

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Thank you for giving our Service Department this opportunity to service your automobile needs. If you have any question about your bill or are not completely satisfied with the repairs as performed, please contact your service or our customer relations representative.

Warren Stewart
954-738-3544

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CUSTOMER SIGNATURE
X

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

ALL PARTS AND LABOR WARRANTED FOR 24 MONTHS / UNLIMITED MILES UNLESS OTHERWISE STATED.
ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS OTHERWISE SPECIFIED.

CUSTOMER COPY

LOT LOCATION:
CUSTOMER #: [redacted]

[redacted]

[redacted]

INVOICE

POMPANO FORD LINCOLN, INC.
2741 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33064
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www.pompanofordlincoln.com
"HOME OF 100% CUSTOMER SATISFACTION"
P & A CODE 11646-4
SHOP LICENSES: STATE # MV-03983
COUNTY # AR0172
86-23

DEERFIELD BCH, FL [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]		2397/2402	T3764

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 03NOV14			CASH	07NOV14

R.O. OPENED	READY	OPTIONS:
08:29 03NOV14	09:29 07NOV14	SOLD-STK:E[redacted] DLR:25A118

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
MT MT022A68			
33151 W			(N/C)
1 BB5Z*78022A68*AA GRILLE - COWL TOP			(N/C)
FC: B64 02			
PART#: BB5Z*78022A68*AA			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
000937			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
2402 02 02 LOWER RIGHT FRONT COWL DENTED DISTORTED AT PASS SIDE. REMOVE AND REPLACE WIPER COWL ASSEMBLY. CC02			
**********			
D C50 CUSTOMER STATES STEERING WHEEL IS OFF CENTER.			
C-0007 UNABLE TO DUPLICATE CONCERN			
17800 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
2402 NPF. ROAD TEST,UNABLE TO VERFY THE CONCERN,CHECK ALIGN NPF,REROAD TEST BY CHAD,NPF.			
**********			
E C30 CUSTOMER STATES WHEN DRIVING ON TO THE HIGHWAY THERE IS A BURNING PLASTIC/RUBBER SMELL COMING FROM THE A/C VENTS.			
CAUSE: E			
140130B 2011-2015 Explorer: Reprogram The HVAC Module, Replace Air			
33151 W			(N/C)
1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER			(N/C)
1 BB5Z*7829164*AA MOULDING			(N/C)
1 BB5Z*7829165*AA MOULDING			(N/C)
2 4M8Z*54280B62*A VALVE ASY - AUTO DRAIN			(N/C)
1 TA*2* ADHESIVE			(N/C)
FC: C30 07			
PART#: BB5Z*61280B62*B			
COUNT:			

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Warren Stewart
954-738-3644

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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CUSTOMER SIGNATURE
X

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

ALL PARTS AND LABOR WARRANTED FOR 24 MONTHS / UNLIMITED MILES UNLESS OTHERWISE STATED.
ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS OTHERWISE SPECIFIED.

CUSTOMER COPY

LOT LOCATION
CUSTOMER #: [redacted]

[redacted]

INVOICE

PAGE 3

POMPANO FORD LINCOLN, INC.
2741 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33064
TELEPHONE: (954) 782-8110
DADE: (305) 944-9733 PALM BEACH: (561) 737-8590
www.pompanofordlincoln.com
"HOME OF 100% CUSTOMER SATISFACTION"
P & A CODE 11648-4
SHOP LICENSES: STATE # MV-03983
COUNTY # AR0172
BS-23

[redacted]
DEERFIELD BCH, FL [redacted]
[redacted]
BUS: CELL:

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]	[redacted]	2397/2402	T3764

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 03NOV14			CASH	07NOV14

R.O. OPENED	READY	OPTIONS:
08:29 03NOV14	09:29 07NOV14	SOLD-STK [redacted] DLR:25A118

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
CLAIM TYPE:			
AUTH CODE:			
000937			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
2402 07 ROAD TEST PERFORMED TSB 14-0130 REPROGRAMMED HVAC MODULE, REPLACE AIR EXTRACTORS , BOTH REAR FENDER MOULDINGS, SEAL THE BODY AND INSTALL LIFTGATE DRAIN VALVESCC07.			
**********			
F 99-P MULTI-POINT INSPECTION N/C			
99P 99-P MULTI-POINT INSPECTION N/C			
33151 CR	0.00	0.00	
GBK BRAKES CHECKED AND GOOD AT THIS TIME			
33151 CR	0.00	0.00	
GBATT BATTERY TESTED AND GOOD AT THIS TIME			
33151 CR	0.00	0.00	
GTIRE TIRES CHECKED AND GOOD AT THIS TIME			
33151 CR	0.00	0.00	
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:			0.00
2402 GBK GBATT GTIRE			
**********			
G FORD OR MERCURY VEHICLES NOTE: RENTAL VEHICLES NOT RETURNED WITHIN 12 HOURS OF COMPLETION OF REPAIRS BECOME THE RESPONSIBILITY OF THE RENTER			
TAP1 FORD OR MERCURY VEHICLES NOTE: RENTAL VEHICLES NOT RETURNED WITHIN 12 HOURS OF COMPLETION OF REPAIRS BECOME THE RESPONSIBILITY OF THE RENTER			
9999 INCO			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G:			0.00
2402 P11 RENTAL 82 TAP1			
**********			

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CUSTOMER SIGNATURE
X

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

ALL PARTS AND LABOR WARRANTED FOR 24 MONTHS / UNLIMITED MILES UNLESS OTHERWISE STATED.
ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS OTHERWISE SPECIFIED.

CUSTOMER COPY

PE16-008 000300 LC

LOT LOCATION:
CUSTOMER #. [redacted]

[redacted]

[redacted]

DEERFIELD BCH, FL [redacted]

[redacted]

BUS: CELL:

POMPANO FORD LINCOLN, INC.

2741 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33064
TELEPHONE: (954) 782-8110
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P & A CODE 11648-4
SHOP LICENSES: STATE # MV-03983
COUNTY # AR0172
BS-23

INVOICE

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]		2397/2402	T3764

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 03NOV14			CASH	07NOV14

R.O. OPENED	READY	OPTIONS:
08:29 03NOV14	09:29 07NOV14	SOLD-STK:[redacted] DLR:25A118

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

YOU MAY RECEIVE A SURVEY FROM FORD REGARDING YOUR SERVICE EXPERIENCE IF FOR ANY REASON YOU CANNOT RATE THIS EXPERIENCE "COMPLETELY SATISFIED" PLEASE CONTACT ME OR INFORM MY SERVICE MANAGER WARREN STEWART BEFORE YOU LEAVE THANK YOU FOR LETTING US BE OF SERVICE TO YOU

PREVENTATIVE MAINTENANCE IS THE LEAST EXPENSIVE COST OF OPERATING YOUR CAR. LET US SERVICE YOUR CAR REGULARLY TO PREVENT AS MANY MECHANICAL FAILURES AS POSSIBLE.

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954-738-3644

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CUSTOMER SIGNATURE

X

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

ALL PARTS AND LABOR WARRANTED FOR 24 MONTHS / UNLIMITED MILES UNLESS OTHERWISE STATED.
ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS OTHERWISE SPECIFIED.

CUSTOMER COPY

LOT LOCATION:
CUSTOMER #: [redacted]

[redacted]

[redacted]

DEERFIELD BCH, FL [redacted]

[redacted]

BUS: CELL:

POMPANO FORD LINCOLN, INC.

2741 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33064
TELEPHONE: (954) 782-8110
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P & A CODE 11646-4
SHOP LICENSES: STATE # MV-03883 [redacted]
BS-23

INVOICE

[redacted]

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]	[redacted]	3136/3136	T3810

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 17NOV14			CASH	10DEC14

R.O. OPENED	READY	OPTIONS:
08:31 17NOV14	11:04 10DEC14	SOLD-STR[redacted] DLR:25A118

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A E41 CUSTOMER STATES THERE IS A SMELL IN THE BACK DURING NORMAL DRIVING CONDITIONS.			
C-0010 NO CHARGE			
33151 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
3136 ROAD TEST. INSPECT SEALER FROM PREVIOUS TSB . RESEAL SOME AREAS. REROAD TEST BY MANAGEMENT. NO ODOR AT THIS TIME.			
**********			
B 99-P MULTI-POINT INSPECTION N/C			
99P 99-P MULTI-POINT INSPECTION N/C			
33151 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			
C FORD OR MERCURY VEHICLES NOTE: RENTAL VEHICLES NOT RETURNED WITHIN 12 HOURS OF COMPLETION OF REPAIRS BECOME THE RESPONSIBILITY OF THE RENTER			
CAUSE: F			
TAP1 FORD OR MERCURY VEHICLES NOTE: RENTAL VEHICLES NOT RETURNED WITHIN 12 HOURS OF COMPLETION OF REPAIRS BECOME THE RESPONSIBILITY OF THE RENTER			
9999WRENT			(N/C)
FC: A99 82			
PART#: RENTAL			
COUNT:			
CLAIM TYPE: P11			
AUTH CODE:			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
3136 P11 RENTAL 82			
**********			

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CUSTOMER SIGNATURE
X

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

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CUSTOMER COPY

PE16-008 000302 LC

LOT LOCATION:
CUSTOMER #: [redacted]

[redacted]

INVOICE

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BS-23

[redacted]
DEERFIELD BCH, FL [redacted]
[redacted]

BUS: CELL:

SERVICE ADVISOR: 36553 TRAVIS NERENBERG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	14	FORD EXPLORER	1FM5K7D84EG[redacted]		3136/3136	T3810

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP14 DD			17:00 17NOV14			CASH	10DEC14

R.O. OPENED	READY	OPTIONS:
08:31 17NOV14	11:04 10DEC14	SOLD-STK:[redacted] DLR:25A118

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

YOU MAY RECEIVE A SURVEY FROM FORD REGARDING YOUR SERVICE EXPERIENCE IF FOR ANY REASON YOU CANNOT RATE THIS EXPERIENCE "COMPLETELY SATISFIED" PLEASE CONTACT ME OR INFORM MY SERVICE MANAGER WARREN STEWART BEFORE YOU LEAVE THANK YOU FOR LETTING US BE OF SERVICE TO YOU

PREVENTATIVE MAINTENANCE IS THE LEAST EXPENSIVE COST OF OPERATING YOUR CAR. LET US SERVICE YOUR CAR REGULARLY TO PREVENT AS MANY MECHANICAL FAILURES AS POSSIBLE.

Thank you for giving our Service Department this opportunity to service your automobile needs. If you have any question about your bill or are not completely satisfied with the repairs as performed, please contact your service or our customer relations representative.

Warren Stewart
954-738-3544

We Appreciate Your Business!
Your Satisfaction Is Our Ultimate Goal...

"I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON-MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY BY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY INSPECTION."

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CUSTOMER SIGNATURE
X

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

ALL PARTS AND LABOR WARRANTED FOR 24 MONTHS / UNLIMITED MILES UNLESS OTHERWISE STATED. ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS OTHERWISE SPECIFIED.

CUSTOMER COPY

NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

DEAL# 128865
CUST# [redacted]
STK# [redacted]

Ford | LINCOLN

Extended Service Plan

REGISTRATION INFORMATION

Vehicle Identification Number	Signature Date	Warranty Start Date	CPO
1FN5N7C84EG[redacted]	09/29/2014	09/29/2014	☐

Internet Sale	Current Mileage	Current Hours*	IPP	Term	Incomplete
☐ Yes ☒ No	218		☐		☐

Surcharges: ☐ 12 Months/12,000 Miles ☐ Turbocharger/Supercharger ☐ Snowplow ☐ Commercial Use (Includes Police) ☐ Specialty (Emergency (Fire, Ambulance), Shuttle, Tow Truck)

☐ Powertrain Wrap (Non-CPO)

New Plan Coverage: Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is $100)
Powertrain Wrap (Non-CPO) - ExtraCARE, PremiumCARE (Standard Deductible is $100)
Rental Care - (RentalCARE- Standard Deductible is $0)
Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is $0)

Used Plan Coverage: Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is $100)

PLAN COVERAGE

☒ New Plan ☐ Used Plan

Plan Name A	Deductible	Plan Term Months	Plan Term Mileage	Plan Term Hours*	Plan Expiration - (Earliest of all 3) Date	Plan Expiration - (Earliest of all 3) Mileage	Plan Expiration - (Earliest of all 3) Hours*	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
PREMIUM CARE	100.00	72	125000		9/29/19	125000		$ 2855.00	$ 171.30	$ 3026.30

Options ☐ First Day Rental Delete ☐ Enhanced Rental

Plan Name B	Deductible	Plan Term Months	Plan Term Mileage	Plan Term Hours*	Plan Expiration - (Earliest of all 3) Date	Plan Expiration - (Earliest of all 3) Mileage	Plan Expiration - (Earliest of all 3) Hours*	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ N/A	$ N/A	$ N/A

Options ☐ First Day Rental Delete ☐ Enhanced Rental

*Current Hours and Plan Expiration Hours are REQUIRED for Super Duty Coverage Plans and Incomplete Vehicle plans.

Total	$ 2855.00	$ 171.30	$ 3026.30

DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Mississippi Residents Only: By signing below, I agree to the binding arbitration language in the Mississippi Section.

Signature (not valid without Signature)

Washington Residents Only: By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement. ____

SERVICE CONTRACT HOLDER / PURCHASER

[redacted]

Signature Date: 09/29/2014

Address: [redacted]

City	State	Zip Code	E-mail Address	Service Contract Lienholder Name
DEERFIELD BCH	FL	[redacted]		FORD MOTOR CREDIT CO

DEALERSHIP INFORMATION

Dealership Signature

Dealer Name: POMPANO FORD LINCOLN, INC.

Address 1	Address 2
2741 N. FEDERAL HIGHWAY	
City: POMPANO BEACH	State: FL
Zip Code: 33064	Telephone No: 954/828110
Em[redacted]	P&A Code: 11846

FOR OFFICE USE ONLY

ESP 8240-Nat App/Provs (Oct 13) (Previous Editions May Not be Used)

CUSTOMER COPY

PE16-008 000304 LC

IMPORTANT NOTICE - - READ CAREFULLY BEFORE SIGNING.

AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer, or if applicable, by the manufacturer of the non-factory installed equipment. The Dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty of fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental

[redacted] Co-Purchaser: _____

USED VEHICLE TRADE IN

YEAR	2006	MAKE	DODG	MODEL	CARAC	BODY STYLE	MP	COLOR	SILVE
MILEAGE	189680	SERIAL NO.	2D4GP44LX6R[redacted]			BALANCE OWED			N/A

BALANCE OWED TO WHOM

ADDRESS

PHONE NO. | ACCOUNT NO.

PAYOFF GOOD TIL 10/13/2019 | VERIFIED BY

Title and tag fees are estimates and any excess will be refunded by Dealer when registration is delivered and any shortage must be paid by Purchaser when registration is delivered.

The trade-in allowance is subject to verification at a later date. Any error or incorrect information received as to the title or payoff amount will be the responsibility of the Purchaser. Purchaser hereby acknowledges that Purchaser will pay or contend any further difference from the above estimated payoff figure, even if this is the payoff of Purchaser's trade-in. Purchaser hereby represents to Dealer that the trade-in vehicle is not a salvage, rebuilt, flood damaged, or frame damaged vehicle and that title to such trade-in vehicle was not previously branded as such, that the vehicle is free of all liens and encumbrances except as noted herein, the engine block is not cracked, and the serial number or ID number on the vehicles has not been altered or exchanged and corresponds to the serial number or ID number appearing on the certificate of title.

[redacted] Co-Purchaser: _____

ENTIRE AGREEMENT

Purchaser acknowledges by Purchaser's signature below that Purchaser has read the front and back of this Agreement, understands the terms and agrees to the terms on the front and back of this Order. Unless stated in writing and signed by an authorized Dealer representative, the terms in this written document constitute the entire agreement, understanding and representations, express or implied, between Purchaser and Dealer concerning (1) the terms and provisions of the vehicle purchase transaction, and (2) the quality or nature of the vehicle purchased pursuant to this Agreement. This Agreement supercedes all oral communications between the parties. Purchaser expressly acknowledges that Dealer representatives have not made any representations to the Purchaser, including verbal statements, concerning the history or the use of the vehicle, or concerning any prior damage to the vehicle or any prior repair work that may have been done to the vehicle being purchased pursuant to this Agreement or as to the financing of the vehicle except as expressly set forth in writing. This Agreement may be modified or amended only by [redacted] representative of Dealer.

[redacted] Co-Purchaser: _____

PURCHASER ACKNOWLEDGMENTS

On a cash transaction, this offer is not binding unless accepted in writing by an authorized dealer representative in the space indicated below. On a credit transaction, the Purchaser's offer is not accepted and the transaction is not consummated until (a) accepted in writing by an authorized dealer representative in the space indicated below and (b) Purchaser and Dealer have signed a retail installment sales contract and (c) an assignment of the retail installment contract is accepted by a responsible Lender and (d) Dealer is paid by the Lender. Purchaser certifies that Purchaser is 18 years of age, or older, and hereby acknowledges receipt of a copy of this Order.

Purchaser acknowledges that Purchaser has not been induced to sign this Order by any oral representation involving the condition or performance of the vehicle or any warranty relating to this vehicle or any representation contrary

[redacted] Purchaser: _____

TOTAL LIST PRICE	34600.00
	N/A
	N/A
	N/A
TOTAL VEHICLE PRICE	34600.00
TRADE-IN ALLOWANCE	1000.00
DISCOUNT	
NET DIFFERENCE	33600.00
PRE-DELIVERY SERVICE This charge represents cost and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	699.00
MAINTENANCE PLAN	N/A
EXTENDED SERVICE PLAN	2855.00
OTHER FINANCE PRODUCTS	N/A
FLORIDA NEW TIRE FEE	5.00
BATTERY FEE	1.50
SUBTOTAL	37160.50
SALES TAX	2058.33
COUNTY TAX	171.30
☐ NEW TAG ☒ TRANSFER TAG FEE	84.35
TITLE ONLY	N/A
MOTOR VEHICLE WARRANTY TRUST FUND (new vehicles)	N/A
TOTAL CASH PRICE	39474.48
BALANCE OWED ON TRADE-IN	N/A
GAP INSURANCE	N/A
CREDIT LIFE / DISABILITY INSURANCE	N/A
TOTAL BALANCE DUE	39474.48
DEPOSIT REC. NO.	10000.00
REBATE	2000.00
BALANCE DUE FROM FINANCE COMPANY	27474.48
	N/A
	N/A
	N/A
CASH OR CERTIFIED FUNDS ON DELIVERY	

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL

Purchaser and Dealer agree to submit any and all controversies or claims identified in this arbitration provision, where the amount in controversy, including attorney's fee claims, exceeds $5,000, arising out of or relating to this Agreement and all other agreements executed by Purchaser and Dealer related to the vehicle purchase transaction or related to any aspect of the transaction contemplated by this Agreement, to binding arbitration. Except as expressly set forth in this Agreement, it is the express intent of Purchaser and Dealer that this arbitration provision applies to all disputes, including contract disputes, tort claims, including fraud claims and fraud in the inducement claims, statutory claims, including deceptive trade practices claims, and regulatory claims, that would not have arisen but for the vehicle purchase transaction and resulting relationship between Purchaser and Dealer. If any controversy or claim described in the arbitration provision is determined, for any reason, to be ineligible for arbitration, then that controversy or claim shall instead be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser and Dealer knowingly and voluntarily waive their right to a trial by jury for all controversies and claims. Purchaser and Dealer agree and understand that they are giving up the right to trial by jury, and there shall be no jury trial whether the controversy or claim is decided by arbitration or by trial before a judge. Purchaser and Dealer agree to the additional arbitration provisions on the reverse side of this Agreement.

09/29/2014

[redacted] Purchaser: _____ Dealer: _____ Date: 9/29/2014

White - Dealer Yellow - Customer DSI SAL-500 (Rev. 3/13)

PE16-008 000305 LC

IMPORTANT NOTICE - - READ CAREFULLY BEFORE SIGNING.

AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer, or if applicable, by the manufacturer of the non-factory installed equipment. The Dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty of fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental

[redacted] Co-Purchaser: _____

USED VEHICLE TRADE IN

YEAR	MAKE	MODEL	BODY STYLE	COLOR
2006	DODG	CARAV	MP	SILVE

MILEAGE	SERIAL NO.	BALANCE OWED
189680	2D4GP44LX6R[redacted]	N/A

BALANCE OWED TO WHOM

ADDRESS

PHONE NO. | ACCOUNT NO.

PAYOFF GOOD TIL 10/13/2019 | VERIFIED BY

Title and tag fees are estimates and any excess will be refunded by Dealer when registration is delivered and any shortage must be paid by Purchaser when registration is delivered.

The balance owed on trade-ins subject to verification at a later date. Any error or incorrect information received as to the title or payoff amount will be the responsibility of the Purchaser. Purchaser hereby acknowledges that Purchaser will pay on demand any higher difference from the above estimated payoff amount stated as the payoff of Purchaser's trade-in. Purchaser hereby represents to Dealer that the trade-in vehicle is not a salvage, rebuilt, flood damaged, or a theft recovered vehicle or that if it is such trade-in vehicle was not previously branded as such; that the vehicle is free of all liens except as otherwise noted herein; the engine [illegible] and the serial number or ID number on the vehicle has not been altered or changed and corresponds to the serial number or ID number appearing on the certificate of title.

[redacted] Purchaser: _____

ENTIRE AGREEMENT

Purchaser acknowledges by Purchaser's signature below that Purchaser has read the front and back of this Agreement, understands the terms and agrees to the terms on the front and back of this Order. Unless stated in writing and signed by an authorized Dealer representative, the terms in this written document constitute the entire agreement, understanding and representations, express or implied, between Purchaser and Dealer concerning (1) the terms and provisions of the vehicle purchase transaction, and (2) the quality or nature of the vehicle purchased pursuant to this Agreement. This Agreement supercedes all oral communications between the parties. Purchaser expressly acknowledges that Dealer representatives have not made any representations to the Purchaser, including verbal statements, concerning the history or the use of the vehicle, or concerning any prior damage to the vehicle or any prior repair work that may have been done to the vehicle being purchased pursuant to this Agreement or as to the financing of the vehicle except as expressly set forth in writing. This Agreement may be modified or amended only by [illegible] representative of Dealer.

[redacted] Purchaser: _____

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Purchaser acknowledges that Purchaser has not been induced to sign this Order by any oral representation involving the condition or performance of the vehicle or any warranty relating to this vehicle or any representation contrary

[redacted] Purchaser: _____

TOTAL LIST PRICE	34600.00
	N/A
	N/A
	N/A
TOTAL VEHICLE PRICE	34600.00
TRADE-IN ALLOWANCE	1000.00
DISCOUNT	
NET DIFFERENCE	33600.00
PREDELIVERY SERVICE This charge represents costs incurred prior to the delivery of the vehicle for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	699.00
MAINTENANCE PLAN	N/A
EXTENDED SERVICE PLAN	2855.00
OTHER FINANCE PRODUCTS	N/A
FLORIDA NEW TIRE FEE	5.00
BATTERY FEE	1.50
SUBTOTAL	37160.50
SALES TAX	2058.33
COUNTY TAX	171.30
☐ NEW TAG ☒ TRANSFER TAG FEE	84.35
TITLE ONLY	N/A
MOTOR VEHICLE WARRANTY TRUST FUND (new vehicles)	N/A
TOTAL CASH PRICE	39474.48
BALANCE OWED ON TRADE-IN	N/A
GAP INSURANCE	N/A
CREDIT LIFE / DISABILITY INSURANCE	N/A
TOTAL BALANCE DUE	39474.48
DEPOSIT REC. NO.	10000.00
REBATE	2000.00
BALANCE DUE FROM FINANCE COMPANY	27474.48
	N/A
	N/A
	N/A
CASH OR CERTIFIED FUNDS ON DELIVERY	

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL

Purchaser and Dealer agree to submit any and all controversies or claims identified in this arbitration provision, where the amount in controversy, including attorney's fee claims, exceeds $5,000, arising out of or relating to this Agreement and all other agreements executed by Purchaser and Dealer related to the vehicle purchase transaction or related to any aspect of the transaction contemplated by this Agreement, to binding arbitration. Except as expressly set forth in this Agreement, it is the express intent of Purchaser and Dealer that this arbitration provision applies to all disputes, including contract disputes, tort claims, including fraud claims and fraud in the inducement claims, statutory claims, including deceptive trade practices claims, and regulatory claims, that would not have arisen but for the vehicle purchase transaction and resulting relationship between Purchaser and Dealer. If any controversy or claim described in the arbitration provision is determined, for any reason, to be ineligible for arbitration, then that controversy or claim shall instead be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser and Dealer knowingly and voluntarily waive their right to a trial by jury for all controversies and claims. Purchaser and Dealer agree and understand that they are giving up the right to trial by jury, and there shall be no jury trial whether the controversy or claim is decided by arbitration or by trial before a judge. Purchaser and Dealer agree to the additional arbitration provisions on the reverse side of this Agreement.

9/29/2014

[redacted] Purchaser: _____ Dealer: _____ Date: 9/29/2014

White - Dealer Yellow - Customer

DSI 8AL-500 (Rev. 3/12)

PE16-008 000306 LC

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
[redacted]
DEERFIELD BEACH, FL [redacted]

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 70 T# [redacted]
B#

FLORIDA VEHICLE REGISTRATION

PLATE [redacted] DECAL [redacted] Expires **Midnight Wed 5/6/2015**

YR/MK	2014/FORD	BODY	UT	COLOR	SIL	Reg. Tax	1.60	Class Code	1
VIN	1FM5K7D84EG[redacted]			TITLE	[redacted]	Init. Reg.		Tax Months	8
Plate Type	RGS	NET WT	4320			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	C500723701660					Sales Tax		Credit Months	8
Date Issued	9/29/2014	Plate Issued	3/17/2010	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

[redacted]
DEERFIELD BEACH, FL [redacted]

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

[redacted]

From: BLAKE DOLMAN <bdolman@krupnicklaw.com>
Sent: Friday, February 06, 2015 6:19 PM
To: Rudolph, La Shawn (.)
Subject: [redacted]: VIN # 1fM5k7D84e[redacted]

Dear [redacted]

Please accept the attached document (sent to the BBB) as a response to all information requested in your correspondence of January 12th, 2015. We will not be providing a copy of our signed retainer agreement, however we are hereby confirming our representation of Mr. [redacted]. The client is requesting a refund or replacement vehicle at the option of the manufacturer. The vehicle in financed with Ford Credit and you are hereby authorized to obtain any necessary information relating to same. The current mileage is $6,957.

Please do not hesitate to contact me to work towards resolution. I am told that arbitration has been scheduled for February 17th, 2015 at 2:30PM.

Blake V. Dolman, Esquire

Krupnick, Campbell, Malone, Buser,
Slama, Hancock, Liberman P.A.
12 SE 7 Street, Suite 801
Legacy Bank Building
Fort Lauderdale, FL 33301
954-763-8181
Fax: 954-763-8292
bdolman@krupnicklaw.com
Website: krupnickcampbell.com

DIOZ535

LAW OFFICES
KRUPNICK CAMPBELL MALONE
BUSER SLAMA HANCOCK LIBERMAN
A PROFESSIONAL ASSOCIATION

JON E. KRUPNICK*
WALTER G. CAMPBELL, JR.*†***
KEVIN A. MALONE
THOMAS E. BUSER*
JOSEPH J. SLAMA*
KELLY D. HANCOCK***†
SCOTT S. LIBERMAN
IVAN F. CABRERA***†
KELLEY B. STEWART††
MICHAEL J. RYAN
CARLOS A. ACEVEDO***†
HOLLY D. KRULIK
NICK S. DAVITIAN†
SEAN F. THOMPSON

12 SOUTHEAST 7TH STREET
SUITE 801
FORT LAUDERDALE, FLORIDA 33301

TELEPHONE (954) 763-8181
TOLL FREE (877) 763-8181
FAX (954) 763-8292
WWW.KRUPNICKLAW.COM

M. JASON WEIL
BLAKE V. DOLMAN
CHRIS W. ROYER**
BRENT M. REITMAN
JESSE S. FULTON

* BOARD CERTIFIED CIVIL TRIAL LAWYER
*** ADMITTED IN NY
† ADMITTED IN DISTRICT OF COLUMBIA
†† ADMITTED IN NORTH CAROLINA
* ADMITTED IN WASHINGTON
** ADMITTED IN VIRGINIA

December 15th, 2014

VIA CERTIFIED MAIL / RRR
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

RECEIVED
JAN 06 2015

Our Client: [redacted]
Vehicle: 2014 Ford Explorer XLT
Vin #: 1FM5K7D84EG[redacted]
Our File #: 2341LL-BVD

NOTICE OF NONCONFORMITY UNDER FLORIDA STATUTE 681.104 1(b)

Dear Sir or Madam,

This firm has been retained by [redacted] to pursue all remedies provided under Florida Law and the Magnuson-Moss Warranty Act for a severe and dangerous defect that substantially impairs the use, value and safety of his motor vehicle. The subject vehicle was purchased new from Pompano Ford in Pompano Beach, Florida on September 29th, 2014.

Specifically, the above described vehicle suffers from excessive exhaust fumes and carbon monoxide entering the passenger cabin while the vehicle is underway. It is well known that these dangerous emissions entering the cabin are hazardous to the health of my client and his young children who routinely occupy the rear seats and have been overwhelmed by the odor and fumes on multiple occasions.

The problem has been reported and multiple repair attempts have been made by Pompano Ford in Pompano Beach, Florida. **The vehicle has been out of service in excess of thirty (30) days**

in the less than three months since it was purchased. The vehicle remains out of service and at the dealership for repairs related to this issue to date. You may obtain the service records from your dealer. My client's vehicle has less than 3,000 miles on it as of the date of this letter.

Ford has been aware of this defect occurring in Explorer models for some time. This firm is familiar with a federal safety investigation and multiple lawsuits regarding this defect in the Explorer vehicles.

Pursuant to Fla Stat. 681.104 3(a), the length of time this vehicle has been out of service constitutes proof that a reasonable number of repair attempts have already been made. **Ford is hereby called upon to replace the motor vehicle with a replacement motor vehicle acceptable to the consumer**. The replacement must include all reasonably incurred collateral and incidental charges. Please contact the undersigned immediately and without delay so that we may resolve this issue expeditiously and efficiently for all parties.

Very truly yours,

Blake V. Dolman

CC: Office of the Attorney General
Lemon Law Research Unit
The Capitol, Tallahassee 32399-1050

LAW OFFICES
KRUPNICK CAMPBELL MALONE
BUSER SLAMA HANCOCK LIBERMAN
A PROFESSIONAL ASSOCIATION
12 SOUTHEAST 7TH STREET • SUITE 801
FORT LAUDERDALE, FLORIDA 33301

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™

VIA CERTIFIED MAIL / RRR
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

48121624848

PE16-008 000311 LC





EDWARD J. WOMAC, JR. & ASSOCIATES, LLC

ATTORNEYS AND COUNSELORS AT LAW

EDWARD J. WOMAC, JR.
MATTHEW J. SUTTON
BRIAN J. BRANCH
DOUGLAS J. WOMAC, JR.
CHRISTOPHER J. WILLIAMSON
SCOTT P. GRIFFIN
GUY S. PARKS
CARMEN M. GEALOGO
LINDSEY M. VALENTI

3501 CANAL STREET
NEW ORLEANS, LA 70119
TELEPHONE: (504) 486-9999
FACSIMILE (504) 488-4178
www.edwardwomac.com

NATALIE R. SEGURA
ROSS M. LEBLANC
RYAN E. GAUDET
JONATHAN R. MARLOWE
JOHN J. ELMER
CARLO J. GULINA
MALLORY L. FIELDS
ANDREW J. MURPHY
MATTHEW J. PERTUIT

DIRECT DIAL: (504) 378-3422
Email: bbranch@edwardwomac.com

Reply to Canal Street Office

July 16, 2015

Ford Motor Company
Through Its Registered Agent for Service of Process
CT Corporation System
5615 Corporate Blvd., STE. 400B
Baton Rouge, LA 70808

RE: [redacted], et al vs. Ford Motor Company
USDC EDLA, No. [redacted]

Dear Sir or Madam:

Enclosed please find a Summons in a Civil Action and Complaint for Damages with Jury Demand, which are being presented to your office for service upon Ford Motor Company as their Registered Agent for Service of Process. I was notified by your office that there is no fee for this request.

Should you have any questions or concerns, please do not hesitate to contact me.

Yours very truly,

Brian J. Branch

BJB/bjc
Enclosures

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

[redacted]

Plaintiff(s)

v.

Ford Motor Company

Defendant(s)

Civil Action No. [redacted]

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Ford Motor Company
Through its Registered Agent for Service of Process
C T Corporation System
5615 Corporate Blvd., STE. 400B
Baton Rouge, LA 70808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Edward J. Womac, Jr. #02195
Brian J. Branch #30411
3501 Canal Street
New Orleans, LA 70119
Telephone No. (504) 486-9999
Facsimile No. (504) 488-4178

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: Jul 08 2015

William W. Blevins
Name of clerk of court

Cherie B. Stowder
Deputy clerk's signature

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)*

was received by me on *(date)*

☐ I personally served the summons on the individual at *(place)*

on *(date)* ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)*

, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* , who is

designated by law to accept service of process on behalf of *(name of organization)*

on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify)*

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date:

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

[redacted], individually and as representatives of others similarly situated	*	**CIVIL ACTION NO.:**
	*	**SECTION:**
VERSUS	*	
FORD MOTOR COMPANY	*	**JUDGE:**

****

Plaintiffs [redacted], by way of class action complaint on behalf of themselves and all others similarly situated, against Ford Motor Company, to the best of their knowledge, information and belief, formed after an inquiry reasonable under the circumstances, allege as follows:

INTRODUCTION

1. This is a consumer action on behalf of plaintiffs and a class of other similarly situated Louisiana consumers against defendant, the manufacturer of the Explorer. Between 2011 to 2015, Ford Explorers were built on the same platform with common parts. This model has a distinct and dangerous characteristic: It leaks exhaust emissions (which includes carbon monoxide) into its passenger cabin.

2. Ford has known about this problem since 2012. Since then, it has serviced thousands of vehicles around the world, almost all without succeeding in eliminating the exhaust leak. It has bought back hundreds of vehicles around the world, mostly overseas, because it has been unable to fix the leak. It has attempted a variety of fixes, all without success.

3. The systemic nature of the leakage and the inability of Ford to find a fix have been conceded by a Ford representative, under oath, at a non-binding arbitration concerning a claim made by the plaintiffs, [redacted] In urging that the arbitrator rule against the vehicle owner, the Ford representative testified on January 2, 2015 (a true and correct copy of this transcript is appended as **Exhibit A** to this Class Action Complaint):

A. **"It seems to be happening across the only -- across the design line. They can't -- so then it really is a design issue, not a problem with this particular vehicle."** Exhibit A at 50:2–6.

B. **"There is another fine line there that, you know, this is happening across the -- the Explorers over a number of years. It -- it doesn't seem to be a problem with an individual part or an individual vehicle that was misbuilt. It does seem to be a design issue."** Exhibit A at 83:13–18.

C. **"And then, in terms of -- of repairs, as I said, we're working on it. I wish I had a better answer for that. I don't, and I can only apologize on behalf of Ford for that, because, you know, it's obviously taking longer than anybody wants, especially our customers who have the vehicle."** Exhibit A at 51:2–8.

D. **"In terms of the request for repairs, as soon as we can get it -- get them done, as soon as we have a robust fix, something that's going to actually do the job, we would love to get it done. That should be very soon. I know that that's what the customer was told, you know, all those months ago; but we do feel that we've taken steps along the way. We have come out with the two technical service bulletins trying to address it, and we do want to get it fixed. So we are not saying no to a repair; we are just saying we have to have the fix first."** Exhibit A at 84:25–85:12.

4. Ford sold or leased hundreds of thousands of defective vehicles nationwide. Each such vehicle was sold or leased in a dangerous and defective condition because each such vehicle contains design or manufacturing flaws, and/or an exhaust and/or HVAC system that permit(s) exhaust and other gases, including toxic carbon monoxide, to enter the passenger compartment during the normal and customary use of such vehicles.

5. Ford designed, manufactured, sold and leased the 2011 through 2015 model year Ford Explorer when it knew or should have known of such defects, or Ford otherwise learned of such defects and failed to notify plaintiffs and the proposed class members of the defect in the 2011 through 2015 model year Ford Explorers that exposed plaintiffs, the proposed class members, and others, to a life safety hazard.

6. Plaintiffs and the members of the proposed classes reasonably expect to have their Ford vehicles operate in a normal and customary manner free from exposure to potentially noxious and potentially deadly exhaust gases entering the vehicle's cabin during normal and expected use.

PARTIES

7. Plaintiff [redacted] is a citizen of the State of Louisiana, residing at [redacted], Covington, Louisiana [redacted]

8. Plaintiff [redacted] is a citizen of the State of Louisiana, residing at [redacted], Covington, Louisiana [redacted].

9. Defendant Ford Motor Company is a Delaware corporation with its principal place of business in Michigan. Ford is a citizen of the state of Michigan. In this Complaint, "Ford" refers to the named defendant and all related, successor, predecessor, parent and subsidiary entities to which these allegations pertain.

10. At all times material herein, Ford acted by and through its officers, directors, employees, servants and agents, actual, apparent and/or ostensible, any or all of whom were acting within the course and scope of the duties or authority, actual or apparent.

JURISDICTION AND VENUE

11. Venue is proper in this Court because the events or omissions giving rise to plaintiffs' claims occurred within the vicinage of this Court and defendant is subject to personal jurisdiction within this jurisdiction.

12. This Court has jurisdiction over plaintiffs' claims under [redacted] because (a) the proposed class contains more than 100 members; (b) the aggregate amount in controversy exceeds $5 million; and (c) at least one plaintiff or class member is a citizen from a state that is different from defendant's state of citizenship.

13. This Court also has jurisdiction over through [redacted] because plaintiffs assert one claim (Count III) under federal law.

FACTUAL ALLEGATIONS

14. In May 2013, [redacted] purchased a 2013 Ford Explorer Limited Model from Don Bohn Ford, an authorized Ford dealership, located in Harvey, Louisiana.

15. The 2013 Ford Explorer purchased by plaintiffs was dangerous and defective when purchased and delivered to plaintiffs because its design and exhaust and/or HVAC systems permitted an exhaust odor, exhaust and other gases, including carbon monoxide, to enter the passenger compartment of the vehicle. The defect is latent in nature because it is not obvious or ascertainable upon reasonable examination or inspection and only manifests during operation once placed into normal usage.

16. At the time of the purchase, plaintiffs were not notified that the 2013 Ford Explorer was defective, nor were they notified that they and all occupants, including their children, would be exposed to lethal carbon monoxide and other potentially dangerous gases while driving in their 2013 Ford Explorer during its normal and customary use.

17. Plaintiffs first discovered the presence of exhaust in the passenger cabin within about a week of purchasing the vehicle, when they drove from their home to Orlando, Florida. At that time, they began noticing the presence of the exhaust smell, but initially attributed it to other vehicles on the highway on which they were driving, and presumed the exhaust odor was not coming from their own vehicle.

18. On about July 13, 2013, the [redacted] brought the vehicle in for service and complained about the odor. The service call was prompted by an event occurring earlier that day, when [redacted] was forced by driving conditions to accelerate hard. The resulting odor left her lightheaded and nauseated. The service representative at Bohn Ford said he had never heard of any such problem, but the [redacted] left the vehicle with the dealership. At the time, the car had about 4,000 miles on it, and thus was well within the

three year/36,000 warranty limits.

19. At about the time of the service visit, the [redacted] looked online and found information concerning Ford's Technical Safety Bulletin 12-12-4. This TSB confirmed that Ford Explorer drivers were experiencing the presence of exhaust in the passenger cabin, and proposed a few methods to Ford dealerships on how to remedy the problem.

20. The [redacted] printed out the information they found on the internet and provided it to the dealership.

21. The dealership had the [redacted] Explorer for eight days, and during that time, completed Technical Service Bulletin 12-12-4. The [redacted] picked up their vehicle on about July 19, 2013.

22. Technical Service Bulletin 12-12-4 did not fix the exhaust problem. The Cassidys continued to experience exhaust inside the vehicle while it was being driven.

23. Just days later, on about July 23, 2013, the [redacted] returned their vehicle to Don Bohn Ford, complaining of an exhaust odor inside the passenger cabin while driving the vehicle. The dealership told the [redacted] that they verified the complaint, but could not fix the problem.

24. The dealership told the [redacted] that Ford knows about the problem, and they would eventually fix it. Accordingly, the [redacted] continued to bring their car into the dealership for repairs, but the exhaust odor problem never resolved.

25. In about September 2014, a dealer representative told the [redacted] that Ford had issued a new Technical Service Bulletin relating to the exhaust problem. The [redacted] decided to bring their vehicle to a different authorized Ford dealer. Accordingly, on about September 10, 2014, the [redacted] brought their vehicle to Banner Ford, in Mandeville, Lousiana, for service. The service advisor – Jim Gregorio – went to get in to the vehicle, and said "Oh my god, this is terrible" - from the odor.

26. Banner Ford conducted Technical Service Bulletin 14-0130 in an effort to repair the exhaust problem.

27. The repair did not solve the issue. The [redacted] picked up their vehicle on about September 11, 2014, and experienced the exhaust problem as soon as they drove the vehicle onto the interstate after leaving the dealership.

28. The [redacted] waited the weekend, hoping the exhaust odor would subside. It did not, and they experienced the odor throughout the weekend.

29. On about September 15, 2014, [redacted] called Banner Ford, who told her that there would be a fix for the problem in December 2014.

30. The [redacted] contacted Ford directly. Ford directed the [redacted] to the internal remedy mentioned in Ford's warranty booklet. The remedy, which Ford says consumers must exhaust before they can bring a Magnuson-Moss claim, contemplates a non-binding arbitration process that is administered by the Better Business Bureau.

31. The [redacted] began this internal grievance process in October 2014 by submitting a claim form.

32. On January 2, 2015, the hearing was held in the [redacted]' non-binding arbitration proceeding. A transcript of the hearing is attached to this Complaint at Exhibit A. At the hearing, a Ford representative testified under oath that the [redacted] couldn't recover under their warranty because their Explorer suffered a design defect affecting the entire model line of vehicles, and such a defect wasn't covered under the warranty or suitable for the BBB Auto Line procedure. The BBB arbiter accepted Ford's position and denied the [redacted]' claim.

33. To date, Ford has not repaired plaintiffs' 2013 Ford Explorer.

FACTS COMMON TO THE CLASS

34. Ford began selling and leasing a new generation of Ford Explorers – considered the fifth generation of Explorer vehicles – with the 2011 model year Ford Explorer.

35. The subsequent model year Ford Explorers are not dramatically different in design from the 2011 model year Ford Explorer, and the Explorers sold today are considered part of the "fifth generation" of Ford Explorer vehicles.

36. The 2011 through 2015 model year Ford Explorers were designed, engineered and manufactured by Ford with design flaws and/or defective exhaust and/or HVAC systems that permit carbon monoxide and exhaust to enter into the passenger compartments of those vehicles while being driven in a normal and customary manner.

37. Ford designed, manufactured, assembled, inspected, distributed, sold and leased the 2011 through 2015 model year Ford Explorers in a manner so as to render the subject vehicles defective and unsafe for their intended use and purpose by, among other things:

(a) Designing the vehicles such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of the vehicles;

(b) Designing the bumpers and/or tailpipes on the vehicles such that exhaust and other gases, including carbon monoxide, may accumulate behind the bumper and within the interior and exterior panels, allowing those gases to permeate the passenger compartments of the vehicles;

(c) Designing, manufacturing and assembling the vehicles using defective rear air extractors that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;

(d) Designing, manufacturing and assembling the liftgates in the rear of the vehicles using defective drain valves, which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;

(e) Designing, manufacturing and assembling the vehicles with sheet metal panels and overlaps which permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles;

(f) Designing, manufacturing and assembling the vehicles with joints and seams that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartments of the vehicles; and,

(g) Designing, manufacturing and assembling the vehicles with rear auxiliary air conditioning system parts which are defectively designed and/or located too close in proximity to the driver side rear air extractor, such that exhaust and other gases, including carbon monoxide, may enter the auxiliary air conditioning system and the passenger compartments of the vehicles.

38. Ford knew or should have known that the 2011 through 2015 model year Ford Explorers were dangerous and defective such that drivers and passengers of those vehicles may be exposed to carbon monoxide and other dangerous gases while the vehicles are in operation.

39. The defective vehicles were sold or leased pursuant to express and implied warranties. At the time the defective vehicles were sold or leased by Ford directly and through its authorized agents, the vehicles were in violation of express and implied warranties.

40. In promoting, selling and repairing its defective vehicles, Ford acts through numerous authorized dealers who act, and represent themselves to the public, as exclusive Ford representatives and agents. That the dealers act as Ford's agents is demonstrated by the fact that: (i) the warranties provided by Ford for the defective vehicles directs consumers to take their vehicles to authorized dealerships for repairs or services; (ii) Ford dictates the nature and terms of the purchase contracts entered into between its authorized dealers and consumers; (iii) Ford directs its authorized dealers as to the manner in which they can respond to complaints and inquiries concerning defective vehicles; and (iv) Ford has entered into agreements and understandings with its authorized dealers pursuant to which it authorizes and exercises substantial control over the operations of its dealers and the dealers' interaction with the public.

41. Ford's control over the actions of its dealers is also evidenced by its implementation of the company's express and implied warranties as they relate to the defects. Authorized Ford dealerships are instructed by Ford to address complaints of an exhaust odor by prescribing and implementing Technical Safety Bulletins (or TSB) 12-12-4 and 14-0130.

42. In response to customer complaints of an exhaust odor in the passenger compartments of the subject vehicles, Ford issued TSB 12-12-4 in December 2012. TSB 12-12-4 was intended to provide instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2013 model year Ford Explorers.

43. In July 2014, Ford issued TSB 14-0130, which added 2014 and 2015 model year Explorers to the list of affected vehicles. TSB 14-0130 was intended to provide instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2015 model year Ford Explorers.

44. Even after issuing TSBs 12-12-4 and 14-0130, Ford did not inform plaintiffs or the members of the proposed class of the defects in 2011 through 2015 model year Ford Explorers, despite the fact that those defects presented health and life safety issues to occupants of the vehicles.

45. Notably, TSBs 12-12-4 and 14-0130 fail to disclose that the exhaust odor acknowledged therein is accompanied in the passenger compartment by toxic and potentially lethal carbon monoxide and other gases.

46. At all material times, Ford has failed to inform customers who purchased and/or leased 2011 through 2015 model year Ford Explorers that they are unsafe for operation or that they were designed, engineered and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of such vehicles.

47. Ford's TSBs 12-12-4 and 14-0130 fail to repair or rectify the exhaust odor and fumes intrusion problem, and vehicles that have received the repairs outlined in TSBs 12-12-4 and 14-0130 may continue to have exhaust and other gases, including toxic and potentially lethal carbon monoxide, enter the passenger compartment.

48. TSBs 12-12-4 and 14-0130 identify flaws in the initial design and manufacture of the 2011 through 2015 model year Ford Explorer, and prescribe repairs and/or replacements that are inadequate and equally flawed and defective.

49. The problem common to the Explorer models results from three facts.

50. The first fact is that engine exhaust tends to splash against the rear outside liftgate of the car. This tends to worsen at higher speeds.

51. The second fact is the subject Ford models are not remotely airtight. Part of this is intentional. Drainholes are cut into the cars' rear liftgates; just as water can run down these holes, exhaust can float up through them. Moreover, part of this particular problem results from poor workmanship and inferior products: the rubber mounting that cushions the liftgate window against the liftgate itself is not airtight; gaps caused by poor placement and inconsistent use of adhesive leaves observable gaps. In addition, the cars at issue have

air extractors built above the rear tires. These extractors are supposed to act like check valves and modulate the flow of air, and air pressure, in the passenger cab. But the flaps on the extractors are poorly made. They stiffen and curl and don't sit flat over the extractor's opening when they should.

52. The third fact is that at certain air conditioning settings - and especially when the air conditioning is set at maximum (which causes the air inside the cabin to recycle) – the air pressure inside the passenger cabin drops.

53. The result of these factors is that the vehicles' engine exhaust, which tends to build up against the rear liftgate at high speeds, is pulled into the passenger cabin through the many holes and gaps in the back end of the car because the pressure inside the cab is less than the pressure outside.

54. Plaintiffs and each member of the proposed class have sustained ascertainable losses and damages in connection with their lease or purchase of the vehicles.

55. Plaintiffs and each class member have not received what he or she paid for: a car that can be safely and comfortably driven without the presence of exhaust fumes in the cabin.

56. Plaintiffs and the class members have been damaged by Ford's conduct and/or inaction, as they have been exposed to harmful carbon monoxide and exhaust, they unknowingly leased or purchased defective vehicles that cannot be safely operated, they have been forced to pay, or will pay, substantial amounts of money to repair the vehicles, if

a repair can be made, and the value of their affected vehicles has been diminished because of this defect.

57. A vehicle containing the defect described – that is, a defect that permits the entry of carbon monoxide and other gases into the passenger compartment of the vehicle – is worth less than a vehicle free from such defect. Given that the defect renders driving the subject vehicles a health hazard that is potentially deadly, the vehicles are valueless. At the time plaintiffs purchased the vehicle, they paid a price based on the value of such a vehicle free of such defect.

58. Plaintiffs and the class have been damaged and are entitled to compensation because (a) they overpaid (whether through purchase price or lease cost) for the car and (b) their Explorers' value has diminished due to the defect.

CLASS ACTION ALLEGATIONS

59. Plaintiffs seek to bring this case as a class action, pursuant to Fed. R. Civ. P. 23(a)(1)-(4) and (b)(2) and/or (b)(3). The proposed class is as follows:

> All persons who purchased or leased in Louisiana at least one of the following vehicles: 2011 Ford Explorer, 2012 Ford Explorer, 2013 Ford Explorer, 2014 Ford Explorer or 2015 Ford Explorer.

60. **Numerosity**. Members of the class are so numerous that individual joinder of all members is impracticable. Based upon information and belief, Ford has sold tens of thousands of subject cars in Louisiana that are covered by TSBs 12-12-4 and 14-0130, and contain defects that may cause carbon monoxide or exhaust to enter the passenger

compartments of such vehicles.

61. **Existence of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the class. These include, but are not limited to:

A. Whether the subject vehicles were sold or leased subject to express and/or implied warranties?

B. Whether each of the subject vehicles is defective such that carbon monoxide and exhaust may enter the passenger compartments of such vehicles?

C. Whether the subject vehicles suffer from a design and/or manufacturing defect, are unreasonable dangerous and/or are unfit for their intended use?

D. Whether Ford has knowledge of the subject defects?

E. When Ford learned of such defects?

F. Whether Ford failed to disclose the defect to plaintiffs and the class?

G. Whether Ford misrepresented that the affected vehicles were safe?

H. Whether Ford's failure to disclose the cabin fume intrusion issue to plaintiffs and the class was deliberate and intentional?

I. Whether Ford has a fix to rectify the defect, and, if so, how much the fix will cost?

J. Whether the defect reduces the value of the affected vehicles?

K. Whether Ford's express warranties cover the latent defects?

L. Whether Ford breached its express and/or implied warranties made to plaintiff and the class?

M. Whether Ford's failure and inability to fix and rectify the cabin exhaust fume problem triggers class member's right to have Ford repurchase their vehicle?

N. Whether Ford took steps and measures to conceal the defect?

O. Whether Ford should be ordered to fix the problem or repurchase the vehicles at the class members' option?

P. Whether Ford should be ordered to notify and disclose future purchasers of the vehicles still on the street of the existence and risks of the cabin fume problem?

Q. Whether plaintiff and the class have suffered ascertainable damage and losses as a result of the conduct alleged, and if so, the measure of such damage? and

R. Whether Ford's conduct warrants an assessment of punitive damages under Louisiana law?

62. Typicality. The claims of plaintiffs are typical of the of the class, as plaintiffs and class members have purchased or leased defective vehicles and have been harmed by Ford's conduct.

63. Adequacy. Plaintiffs will fairly and adequately protect the interests of each of the classes. Plaintiffs' interests do not conflict with the interests of the members of any of the classes. Further, plaintiffs have retained counsel competent and experienced in complex class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this action. Plaintiffs through their attorneys have the financial resources to prosecute the case.

64. **Predominance and Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all the individual class members is impracticable. Questions of law and fact common to the members of each of the classes predominate over any questions affecting only individual members. Likewise, because the damages suffered by each individual class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual class members to redress the wrongs done to each of them individually, and the burden imposed on the judicial system would be enormous.

65. The prosecution of separate actions by the individual class members would also create a risk of inconsistent or varying adjudications for individual class members, which would establish incompatible standards of conduct for Ford. The conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each class member. Further, plaintiffs anticipate no difficulty in the management of this litigation as a class action.

COUNT I: BREACH OF WARRANTIES AGAINST REDHIBITORY DEFECTS

66. Plaintiffs re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth fully.

67. This Count, brought by plaintiffs individually and on behalf of the proposed class, is brought under La. Civ. Code Ann. Art. [redacted].

68. As a matter of statutory law, Ford warranted that the subject vehicles, which Ford designed, manufactured, sold or leased, were merchantable, fit for the ordinary purposes for which they were intended to be used, and were not otherwise injurious to consumers. The ordinary purpose for which the subject vehicles are used is, among other things, to drive in a manner that does not unnecessarily and unreasonably exposes occupants to needless harm or risk or discomfort from the intrusion of exhaust fumes into the vehicle's cabin.

69. As well, Ford breached its statutory warranty by selling its vehicles with defects that diminishes the cars' usefulness or value.

70. The subject vehicles threaten to expose occupants to carbon monoxide and other dangerous gases while the vehicles are being driven in a normal and customary manner. The intrusion of exhaust fumes into the cabin made driving the vehicles uncomfortable.

71. Plaintiffs and the members of the classes have suffered damages caused by Ford's breach of the implied warranty of merchantability and are entitled to recover compensatory damages, including but not limited to the cost of repairs and diminution in value.

WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated, demand judgment against Ford for compensatory damages, for the establishment of a common fund, interest, costs and for such other and further relief as this Court deems just and appropriate.

COUNT II: VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301, *et seq.*)

72. Plaintiffs re-allege and incorporate by reference the allegations contained in all preceding paragraphs of this Class Action Complaint as though set forth.

73. This Count is brought individually and on behalf of the proposed class.

74. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

75. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

76. The vehicles described above are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

77. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by, among other things, the failure of a warrantor to comply with written or implied warranties.

78. Ford sells and leases its vehicles subject to express warranties that are written warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). Ford additionally sells and leases its vehicles subject to implied (including

statutory) warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

79. When plaintiffs and members of the class purchased and/or leased the subject Ford vehicles, Ford warranted that the vehicles were merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a safe and non-defective condition for use by owners and lessees, and were not otherwise injurious to consumers. Ford was under a duty to design, construct, manufacture, inspect and test the vehicles so as to make them suitable for the ordinary purpose of their use.

80. The Ford vehicles described above share a common defect in that they have been designed and manufactured such that exhaust and other gases, including carbon monoxide, may enter the passenger compartment of such vehicles during their normal and customary use. Ford is aware of the defect, and has acknowledged the problem of an exhaust odor inside the passenger compartment of such vehicles by its issuance of TSBs 12-12-4 and 14-0130. However, TSBs 12-12-4 and 14-0130 do not disclose the presence of carbon monoxide inside the passenger compartment of the subject vehicles, nor do they fix the problem of exhaust and other gases entering the passenger compartment. Ford has breached its express and implied warranties by failing to disclose a health and life safety defect in the subject vehicles, by failing to fix the defects in the subject vehicles, and by selling or leasing vehicles which are unsafe and unfit for the ordinary purposes for which they are intended to be used.

PE16-008 000335 LC

81. Plaintiffs, through their invocation of Ford's arbitration process, have given Ford a reasonable opportunity to cure its breach of these warranties.

82. The amount in controversy of plaintiffs' individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

83. Plaintiffs, individually and on behalf of the other class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial.

WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated, demands judgment against defendant and in the alternative for compensatory damages, for the establishment of a common fund, interest, costs and for such other and further relief as this Court deems just and appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

By: */s/ Brian J. Branch*
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Attorneys for Plaintiffs

PE16-008 000337 LC

[redacted]

[redacted]

GCQIS Report Analysis

Report Summary

Report 1 of 4

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	EKKGD085 CACVOC--or-- C1 0003730426MS			**Received:**	11/12/2014
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FMHK7D89CG[redacted]			**Build Date:**	08/17/2011
Odometer :	26,944 M	**Engine:**	3.5L CYCLO	**Calibration:**	CUB1ST0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 20360 Bell Ford			**Phone#:**	602-866-1776
City:	Phoenix	**State:**	Arizona	**Country :**	USA

Originator:

Symptom: 1 14 Z 00 COMF/ENT,INTERIOR ODOR ,NOT LISTED,UNKNOWN

Status:

VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S

Additional Symptom:

Fix: **Causal Component :**

Condition Code:

Cust: SUSAN COLLIER **Home Phone:** ( )

Work Phone: ( ) **Region:** W3 Phoenix

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** WHITE PLATINUM TRI-C

PE16-008 000339 LC

KOEO:

KOEC:

KOER:

Comments:

OWNREL 11/11/2014 11:00PM

"By BRIAN VAILLANCOURT " - Customer states there is an exhaust smell coming from A/C vents. Dealer authorized P18 for TSB 14-0130.RO # [redacted] / Line #1 / $521.62

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Folder Number: File Report To This Folder File Report To A Folder

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Requester: FARMSTR8
Report Summary
Server: ECCVWS962

5-Jan-2016
Retention: None

Ford Proprietary, Private

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GCQIS Report Analysis

Report Summary

Report 2 of 4

Query Name: REPORT RETRIEVAL

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Report# :	F5OGB127 CACVOC--or-- C1 0005382314MS			**Received:**	09/10/2015
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FMHK7D89CG[redacted]			**Build Date:**	08/17/2011
Odometer :	34,000 M	**Engine:**	3.5L CYCLO	**Calibration:**	CUB1ST0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 20360 Bell Ford			**Phone#:**	602-866-1776
City:	Phoenix	**State:**	Arizona	**Country :**	USA

Originator:

Symptom: 8 89 5 39 SAFE/SEC,SMOKE/ODOR,EXHAUST,INTERMITTENT

Status:

VFG: V99 ALL OTHER

Additional Symptom:

Fix: **Causal Component :**

Condition Code:

Cust: SUSAN COLLIER **Home Phone:** ( )

Work Phone: ( ) **Region:** W3 Phoenix

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** WHITE PLATINUM TRI-C

KOEO:

KOEC:

KOER:

Comments:

OWNREL 05/15/2015 09:46PM

CUST SAYS:There is a bad smell when accelerating to the veh because of exhaust coming into the veh. The veh has been to the dlr now four times for this and the dlr has been trying to repair it but so far nothing has repaired this. She hasnt even had the veh a year now. The veh gives her family headaches and makes them sick to drive it. The dlr hasnt even given her a rental veh. If this cant be fixed she would just like to have the veh taken back. She is making payments on the veh and it cant be fixed. They did contact Galpin Ford since they are a lot closer and they would not assist them with the veh since it has been to another dlr for repairs and it is an exhaust issue. It takes her a hour and a half to get to the dlr from her house. PER CUST, DLR SAYS:14-0130 They will need to contact ford tech for assistance and there is no way to know how long this is going to take. CRC ADVISED:15S11CSM will return call within one business day. Provided case numbe[redacted]

OWNREL 05/18/2015 08:31PM

5/18/2015CSM TJ Shaw Ext. 77751 INITIAL CASE REVIEWCSM TJ Shaw Ext. 77751 Outbound call to customer at (928) 699-7135Customer states that SA Zeek has been very good and understanding to the customer. Customer has a concern with exhaust fumes getting into the vehicle bed enough to cause those in the vehicle to get headaches. Customer stated she believes the dealer is doing everything they can to correct the concern. CSM look at NHL and there is no case open with them. Customer stated that they needed a rental that will fit 5 adults and a 13 year old. CSM looked at ESP and the CPO PremiumCare will cover a rental for 5 days @ $30 per day. CSM spoke to Com Randy and was told this is a known concern and to make sure all of the TSB are performed and up to date. COM also suggested to see the check with MSE to make sure. CSM stated he would follow p with customer on 5/21CSM TJ Shaw Ext. 77751 Outbound call to dealer at (602) 866-1776Waited on hold for Zeek for 15 minutes. Will have to recontatctTicket Number: CAS-7188971-B8R1V9Customer: [redacted]RBusiness phone: [redacted]Home phone: [redacted] phone: nullCLP LTV: N/SDealer name: Bell FordDealer P&A: 20360Dealer phone: (602) 866-1776VIN: 1FMHK7D89CG[redacted]Year : 2012Make: FORDModel: EXPLORERMileage: 34000WSD: 23-SEPTEMBER-2011ESP; 0968 - USA 2014 84/100,000 CPO POWERTRAINCARE WTY W/ROADSIDE0968 - USA 2014

12/12,000 CPO USED PREMIUMCARE WARRANTYNHL: NONE

OWNREL 05/19/2015 03:29PM

5/19/2015CSM TJ Shaw Ext. 77751 CASE REVIEWCSM TJ Shaw Ext. 77751 Outbound call to dealer at (602) 866-1776Left message with David to have Zeek call me.Follow up set to 5/20/2015

OWNREL 05/20/2015 08:58PM

5/20/2015CSM TJ Shaw Ext. 77751 Outbound call to dealer at (602) 866-1776Spoke to Zeek about the rental for this customer and we will nb0ot be able to provide oneCSM spoke to COM Randy and found that this is a known concern that happens under certain conditions. These conditions are A/C on recirculate and heavy foot on gas pedal such as accelerating up hill. Zeek with be returning the customers vehicle as they has done what they can. CSM stated there is a fix coming according to Randy but we do not know when.Follow up set to call customer on 5/21 by COB

OWNREL 05/21/2015 09:54PM

5/21/2015CSM TJ Shaw Ext. 77751 Outbound call to dealer at (602) 866-1776Spoke to Zeek Ford does not have the answer. However he has provided the customer with a loaner. Customer told Zeek she spoke to the GM and he stated that he would approve the rental vehicle. Customer is under the impression from the GM that the parts would be there in a week or so. Spoke to SD and he said at best guest they were about to weeks from an answer. CSM TJ Shaw Ext. 77751 Outbound call to customer at [redacted]CSM reiterated what the GM had said to her and she agreed. The customer stated having a vehicle from the dealer makes a huge difference because they are not down a vehicle. CSM stated Mike the SD said they would monitor the progress every couple of days and would be keep in contact with her. CSM stated because they are doing that CSM will contact her periodically. CSM also stated he would ask Mike the SD to update the case so the CSM knows what is transpiring.Follow upset to 5/29

OWNREL 05/29/2015 10:02PM

no further actions from FORD CCT at this time. csm closing case.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

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Requester: FARMSTR8
Report Summary
Server: ECCVWS962

5-Jan-2016
Retention: None

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GCQIS Report Analysis

Report Summary

Report 3 of 4

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details | Attachments: 0

Report# :	F7GIX835 CACVOC--or-- C1 0005665795MS			**Received:**	09/11/2015
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FMHK7D89CG[redacted]			**Build Date:**	08/17/2011
Odometer :	36,151 M	**Engine:**	3.5L CYCLO	**Calibration:**	CUB1ST0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 20360 Bell Ford			**Phone#:**	602-866-1776
City:	Phoenix	**State:**	Arizona	**Country :**	USA

Originator:

Symptom: 8 89 5 00 SAFE/SEC,SMOKE/ODOR,EXHAUST,UNKNOWN

Status:

VFG: V99 ALL OTHER

Additional Symptom:

Fix: **Causal Component :**

Condition Code:

Cust: SUSAN COLLIER **Home Phone:** ( )

Work Phone: ( ) **Region:** W3 Phoenix

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** WHITE PLATINUM TRI-C

KOEO:

KOEC:

KOER:

Comments:

OWNREL 07/07/2015 06:01PM

"By GEORGINA PAREDONES" - C/S THAT THERE IS A HEAVY EXHAUST SMELL COMING INTO THE VEHICLE, CUSTOMER HAS BEEN IN SEVERAL TIMES WITH THE SAME CONCERN, DEALER WILL GOODWILL REPAIRS FOR CUSTOMER SATISFACTION

Folder Number: File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

Requester: FARMSTR8 5-Jan-2016

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCVWS962

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GCQIS Report Analysis

Report Summary

Report 4 of 4

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details | Attachments: 0

Report# :	FEKB7002 NHL			**Received:**	05/11/2015
CCRG/EPRC:	S	**Reviewed Status:**		**Date:**	
Vehicle:	2012,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FMHK7D89CG[redacted]			**Build Date:**	08/17/2011
Odometer :	36,151	**Engine:**	3.5L CYCLO	**Calibration:**	CUB1ST0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 20360 Bell Ford			**Phone#:**	602-866-1776
City:	Phoenix	**State:**	Arizona	**Country :**	USA

Originator: JASON LORKA

Symptom: 4 47 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT

Status:

VFG: V53 EXHAUST SYSTEM FUNCTION

Additional Symptom: exhaust odor after TSB

Fix: Y **Causal Component :** TECH COMMENTS -- OTH

Condition Code:

Hotliner: PJACOB45 **Phone:** **Regn Cd:** W3 Phoenix

Engineering: **Phone:** **TAR:** CLD

Dlr Contact: JASON LORKA **Phone:** **Title Cde:** T

FE16008 000346 LC