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

KOEO:

KOEC:

KOER:

Comments:

CONCER 05/11/2015 08:57AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: C/S HEAVY EXHAUST SMELL UNDER HEAVY LOAD AND WHEN GOING UP HILL Please list any diagnostics already performed: 14-0130 HAS PREVIOUSLY(AND VERY RECENTLY) BEEN COMPLETED, CUSTOMER HAS RETURNED WITH THIS CONCERN TWICE AFTER FINISHING TSB Parts Replaced: NONE AT THIS TIME Your Question: ANY FURTHER REPAIR OTHER THAN TSB 14-0130, AND/OR RECOMMENDATIONS?

RECOMM 05/11/2015 08:57AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

Jason, If not already done, recommend to review the steps in TSB 14-0130 to verify if completed correctly, including performing the following: -Verify proper body sealing per section 501-00 of the workshop manual under general information - Inspect the air extractors in the quarter panels for possible sealing or damage concerns -Inspect the steering column shaft boot seal -Inspect for evidence of body repairs and ensure that all body plugs are in place and wire harness grommets are fully seated in the floor pan and engine compartment bulkhead. -Inspect the lift gate seal for damage and check for proper fit/contact pattern -Use Rotunda 134-R0135 Leak detector or equivalent to locate leak points and seal openings. If no problem is found, this concern is under investigation by engineering. Monitor OASIS for updates.

ADD-ON 05/11/2015 08:57AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

Article ISM 1307010 2011-2015 EXPLORER - EXHAUST ODOR IN VEHICLE AFTER TSB 14-0130

CONCER 06/26/2015 11:42AM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

All The above was verified and we still have an exhaust smell after hard accel. Is there and update to the tsb or diag procedure?

RECOMM 06/26/2015 04:33PM JACOB GITTELSON MSS - FCSD - TECH SVC HOTLINE

Jason, 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

PE16-008 000347 LC

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 06/26/2015 04:33PM JACOB GITTELSON MSS - FCSD - TECH SVC HOTLINE

This vehicle and concern is being escalated due to lack of technical progress and time down. Consulted Ionut Pusta and Brian Graham. It was discussed that the vehicle had TSB 14-0130 performed and customer has returned twice with the same concerns after having this Concern of exhaust smell inside the vehicle addressed. Direction currently going: addressing the thoroughness of TSB 14-0130 and posiible exhaust leak. possible current cause may be due to lack of Body sealing, Exhaust leaking.

ADD-ON 06/26/2015 04:33PM JACOB GITTELSON MSS - FCSD - TECH SVC HOTLINE

Reason For Escalation: Technical Progress

CONCER 06/30/2015 12:04PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Outbound call to dealer; spoke with Jason. The vehicle is at the dealer and there is an exhaust odor on hard acceleration. The dealer has ordered coolant hoses per TSB 13-09-18. The previous TSB 14-0130 was completed and no issues have been found in double-checking the work. The cooling system repairs will be completed this week.

RECOMM 06/30/2015 12:04PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Jason, In addition to the cooling system repairs the cab and body can be checked for leaks. Refer to the WSM 501-00 > Diagnostics > Dust and Water leak test. The exhaust system can be pressure tested with plugging the tailpipe and applying 5psi or less of regulated shop air. Any leaks found should be addressed. We can follow up later this week to discuss the outcome of the cooling system repairs, leak checks, and if the fault can be verified. If it can be verified easily by the dealer, document the driving habits and if the windows are rolled down.

ADD-ON 06/30/2015 12:04PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Follow up.

CONCER 07/02/2015 11:05AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Jason, There have been no new updates since we last spoke about the cooling

system repairs and duplicating the customer
s concern. If any further progress is made the form can be updated with any questions or the survey can be filled out with the fix information. We can follow up pending updates from your dealer.

RECOMM 07/02/2015 11:05AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Escalation - Follow up.

ADD-ON 07/02/2015 11:05AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Follow up.

CONCER 07/02/2015 06:40PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

PERFORMED TSB 13-9-18,ALSO FOUND A MISSING LIFTGATE RUBBER STOPPER(ON THE LIFTGATE SIDE),ODOR IS STILL PRESENT, CONCERN HAPPENS ON HEAVY ACCEL WITH THE A/C IN RECIRC POSITION, THE ODOR SEEM TO START IN THE REAR AND WORK ITS WAY FORWARD

CONCER 07/03/2015 02:50PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Outbound call to dealer; spoke with Jason. The cooling system TSB was performed and the body was checked for leaks. One rubber stopper was replaced for the liftgate and the odor is still present. There are no powertrain fluid leaks and none of the spark plugs are loose.

RECOMM 07/03/2015 02:50PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Jason, Since no other faults can be found and the odor is still present we have referred this concern to the Field Service Engineer (FSE) in your market area. The FSE should contact you or Dealership Management (Service Manager or Service Director) within one (1) business day. If the FSE does not contact you directly, please consult with Dealership Management to discuss further recommendations and steps to assist in the resolution of this vehicle concern.

ADD-ON 07/03/2015 02:50PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

Open TAR.

TAR 07/03/2015 02:50PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE FOR THIS VEHICLE DUE TO AN ODOR THAT IS PRESENT ON HARD ACCELERATION AFTER COMPLETING TSB 14-0130 AND 13-9-18. THE CUSTOMER HAS CONTACTED THE CRC FOR THE

PE16-008 000349 LC

ODOR AND THE CASE HAS BEEN CLOSED. IT IS NOT CLEAR IF THERE IS A FAULT STILL PRESENT WITH THE VEHICLE OR IF IT IS OPERATING AS DESIGNED. THE VEHICLE IS AT THE DEALER. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 3 ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 20

AUDIT 07/03/2015 02:50PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

ODOMETER 36151 CHANGED TO 36151 M BY NBEAMER1

ADD-ON 07/08/2015 03:35AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

FSE ONSITE 7/6, DROVE VEHICLE AND DUPLICATED CONCERN. WHILE DRIVING MONITORED RECIRC DOOR POSSITION DURING WOT EVENT WITH AUX A/C ON. RECIRC DOOR DID NOT CHANGE STATE EVEN AFTER EXTENDED WOT INDICATING THAT HVAC CAL PER TSB HAD NOT BEEN PERFORMED. FSE PROGRAMED HVAC AND FOUND AT BG LEVEL AND BJ LEVEL AVAIALBLE. DROVE VEHICLE AGAIN AND CONCERN RESOLVED, MONITORED RECIRC DOOR POSITION DURING WOT AND IT WOULD CHANGE TO FRESH AIR AFTER APPROX 2 SECONDS WITH AUX SYSTEM ON OR OFF INDICATING THAT IT NOW HAD THE LATEST CALIBRATION. CONCERN RESOLVED TAR CLOSED. ENGINEERING ADVISED THAT THE LATEST CAL FOR THIE VEHICLE WAS RELEASE MID JUNE AND THAT IMPROVED THE RESPONSE TIME OF THE MODE DOOR FROM APPROX 4.5 SEC TO 2 SEC AND ALSO MADE IT AVAILABLE WITH AUX SYSTEM OFF WHERE AS BEFORE IT HAD TO BE ON FOR THE DOOR TO SWITCH.

AUDIT 07/08/2015 03:35AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

TECH ASSIST REFERRAL HAS BEEN CLOSED

CONCER 07/20/2015 03:37PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

Customer has returned stating the oder is still there. Car was road tested by the shop foreman. oder only evident after a wot acceleration. new ro number is 502991. Hvac module has the current calibration in it. where do we go from here?

RECOMM 07/20/2015 04:05PM CHRISTOPHE WEISS MSS - FCSD - TECH SVC HOTLINE

Jason, Due to the customer returning with the same concern and was able to be duplicated, 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 07/20/2015 04:05PM CHRISTOPHE WEISS MSS - FCSD - TECH SVC HOTLINE

Consulted with Nat Beamer (previous EH who took escalation). Advised for Re-Escalation due to technical progress and an FSE already being dispatched (on 7/8/15 and closed on same day) with a returning concern on 7/20/2015

ADD-ON 07/20/2015 04:05PM CHRISTOPHE WEISS MSS - FCSD - TECH SVC HOTLINE

Reason For Escalation: Technical Progress

CONCER 07/22/2015 12:28PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

An outbound call was made to speak with Jason Lorka regarding this concern. Jason then connected me with Shop Foreman Darby who stated that the exhaust odor was verified two times during a WOT event. Darby also stated that he has contacted his Field Service Engineer (FSE) regarding the return of this vehicle. Some direction was given from the FSE to check the recirculation door at the rear of the vehicle.

RECOMM 07/22/2015 12:28PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

Darby, Thank you for taking the time to discuss this ongoing exhaust odor concern with me. Based on a recently closed Technical Assistance Request (TAR) and with your FSE already unofficially involved, we are going to reopen the TAR for this concern. With that said, 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 07/22/2015 12:28PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

A TAR has been reopened on this vehicle for an exhaust odor that continues after the HVAC Module was updated.

ADD-ON 07/22/2015 12:32PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

A TAR HAS BEEN REOPENED ON THIS VEHICLE DUE TO THE RETURN OF A VERIFIED EXHAUST ODOR ENTERING THE CABIN OF THIS VEHICLE AFTER THE HVAC MODULE WAS UPDATED DURING YOUR LAST VISIT.

AUDIT 07/22/2015 12:32PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE

TECH ASSIST REFERRAL HAS BEEN REOPENED

ADD-ON 07/27/2015 03:59PM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

FSE SPOKE WITH SF 7/22, ADVISED THAT SF CONFIRM THAT RECIRC MODE DOOR IS STILL FUNCTIONING PROPERLY AND CHANGING TO FRESH AIR UNDER 90% - WOT. SF STATES IT IS CHANGING HOWEVER SMELL IS PRESENT AT 80-90% THROTTLE WHICH IS OUTSIDE OF THE CALIBRATION FIX RANGE. FSE SPOKE WITH PCE ENGINEER K. KRAWCZYK AND WAS TOLD THAT ONLY REMAINING IMPROVEMENT TO BE MADE IS THE ADDITION OF 90 DEGREE DOWNWARD EXHAUST TIPS. FSE WAS ADVISED THAT THESE TIPS SHOULD BE AVAILABLE BEGINNING TO MID AUGUST AND FSE WOULD BE ALERTED WHEN AVAILBLE. FSE ADVISED SF 7/27 OF UPDATE AND RECOMMENDED RETURNING VEHICLE TO THE CUSTOMER UNTIL THE PART BECOMES AVAILABLE.

Download Options

ADD-ON 08/27/2015 08:29PM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

FSE ADVISED DEALER TO ORDER NEW 90 DEGREE EXHAUST TIPS PN EB5Z-5230-A, PART CURRENTLY NOT AVAILABLE, DLR WILL NOTIFY FSE ONCE TIPS ARE RECIEVED SO VEHICLE CAN BE RE-EVALUATED.

ADD-ON 09/17/2015 02:00AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

FSE CONTACTED BY ENGINEERING, TIPS WILL BE SENT TO DEALER FOR TRIAL AND ENGINEERING IS REQUESTING THAT FSE EVALUATE BEFORE AND AFTER.

ADD-ON 10/20/2015 02:20AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

FSE CONTACTED DLR SF 10/19, EXHAUST TIPS ARRIVED BUT WERE DAMAGED DURING SHIPPING. DLR HAS ORDERED ANOTHER SET BUT THEY HAVE NOT ARRIVED YET. CUSTOMER WILL BE TRADING IN OR SELLING VEHICLE ACCORDING TO DLR. SF WILL CONTACT FSE WHEN NEW TIPS ARRIVE.

ADD-ON 11/16/2015 02:45AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

EXHAUST INSTALLED AND ISSUE RESOLVED, CUSTOMER WILL BE SELLING VEHICLE ACCORDING TO DLR SF

AUDIT 11/16/2015 02:46AM BRYAN PEREZ (FSE) MSS - FCSD - REG PHOEN-DEN-SEA

TECH ASSIST REFERRAL HAS BEEN CLOSED

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: FARMSTR8
Report Summary
Server: ECCVWS962

5-Jan-2016
Retention: None

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PE16-008 000353 LC

12/18/15 @ 1:26P m

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Attorneys for Plaintiff

ORIGINAL

IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

[redacted],) Case No.: [redacted]
)
Plaintiff,) **SUMMONS**
)
vs.)
)
FORD MOTOR COMPANY,)
)
Defendant.)

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434
or
www.maricopalawyers.org
Sponsored by the
Maricopa County Bar Association

To the Defendant(s): FORD MOTOR COMPANY

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within twenty (20) days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona—whether by direct service, registered mail or publication—you shall appear and defend within thirty (30) days after the service of this Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of forty (40) days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete within thirty (30) days after the date of filing the receipt and Affidavit of service with the Court. Service by publication is complete thirty (30) days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete thirty (30) days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4; A.R.S. § 20-222, 28-502, 28-503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon the Plaintiff's attorney. RCP 10(d); A.R.S. § 12-311; RCP 5.

Requests for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least three (3) judicial days in advance of a scheduled court proceeding.

The name and address of Plaintiff's attorneys is:

Luis Ramirez (022653)
Pryor, Ramirez & Amar, LLC
40 W. Baseline Road, Suite 203
Tempe, AZ 85283

DEC 16 2015

SIGNED and SEALED this _____ day of _____, 20_____.

MICHAEL K JEANES, CLERK

_____
Clerk

By: _____
Deputy Clerk

L. Cody-Day

COPY

DEC 1 ? 2015

MICHAEL K. JEANES, CLERK
L CODY-DAY
DEPUTY CLERK

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Attorneys for Plaintiff

IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

[redacted],) Case No.: [redacted]
)
Plaintiff,) **COMPLAINT –**
) **VIOLATION OF THE MAGNUSON-MOSS**
vs.) **WARRANTY ACT AND COMMON LAW**
) **BREACH OF WARRANTY**
FORD MOTOR COMPANY,)
)
Defendant.)

1. The Superior Court has jurisdiction to hear this matter pursuant to A.R.S. Const. Art. 6 §14.

2. The Plaintiff, [redacted] ("Plaintiff"), is an Arizona consumer.

3. Defendant, Ford Motor Company ("Defendant") is a foreign corporation authorized to do business in the State of Arizona and is engaged in the manufacture, sale, supply and distribution of motor vehicles and attendant warranties. Defendant supplies its products and services to the Arizona consuming public through its authorized dealerships.

4. On June 9, 2014, Plaintiff purchased from Bell Ford a 2012 Ford Explorer VIN # 1FMHK7D89CG[redacted] ("Explorer") manufactured, warranted and supplied by Defendant,

PE15-009000456 LC

Vehicle Identification No. 2FMGK5CC9AE[redacted], for a cash price of $37,130.31 plus accruing financing.

5. In connection with Plaintiff's purchase of the Explorer, Defendant issued and supplied Plaintiff with its written warranty, which has 3 year/36,000 mile bumper to bumper and 5/year/60,000 mile powertrain coverage.

6. In addition, under Defendant's repair or replacement warranty, Defendant was required, through its authorized dealership warranty repair agents, by common law and statute to perform adequate and competent repairs or replacements within a reasonable opportunity; as competent repairs within a reasonable opportunity is the essential purpose of warranties restricted to repair or replacement of defective parts.

7. The Explorer has experienced multiple defects and conditions including: noxious exhaust odor (5 repair attempts), HVAC (4 repair attempts), air bag, and power steering. Additionally, the Explorer has been out of service 190 days for these warranty repairs in the last year.

8. Defendant was not able to cure the Explorer's defects within a reasonable number attempts and time as evidence by the Explorer's frequent repair attempts and extensive repair history.

9. The Explorer's warranty has failed of its essential purpose.

10. The above mentioned vehicle defects and the dilatory inadequate repairs substantially impaired the use and value of the subject vehicle to Plaintiff.

11. Plaintiff provided Defendant, through its designated dealership warranty repair agents a reasonable opportunity to repair the defects, non-conformities and conditions within the Explorer.

12. Defendant has had notice of the Explorer's defects and an opportunity to cure.

13. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to conform the Explorer to its warranty.

14. Plaintiff did not receive the basis of her bargain for the Explorer, but instead was saddled with a vehicle riddled with a substantial condition akin to an improperly maintained high mileage used vehicle of a much lower value.

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

15. Plaintiff re-alleges and incorporates by reference paragraphs 1-14 in this Complaint.

16. Defendant has failed to comply with its duties and obligations under the Explorer's written warranty. Additionally, the warranty has failed of its essential purpose.

17. Defendant did not repair the Explorer's conditions within a reasonable number of attempts or time.

18. WHEREFORE, pursuant to 15 U.S.C. § 2310, Plaintiff prays for the following relief against Defendant for its written warranty breach:

a. An award of diminution in value damages and the equitable relief to which Plaintiff is entitled, including repair of the subject vehicle;

b. All incidental and consequential damages;

PE16-008-000358 LC

c. All attorneys' fees, expert fees and court costs incurred during the commencement and prosecution of this matter; and,

d. All other relief deemed justified by this Court.

COUNT II— COMMON LAW BREACH OF WARRANTY

19. Plaintiff re-alleges and incorporates by reference paragraphs 1-18 in this Complaint.

20. Defendant has failed to comply with its duties and obligations under the Explorer's written warranty. Additionally, the warranty has failed of its essential purpose.

21. Defendant did not repair the Explorer's conditions within a reasonable number of attempts or time.

22. WHEREFORE, Plaintiff prays for the following relief against Defendant for its written warranty breach:

a. An award of diminution in value damages and the equitable relief to which Plaintiff is entitled, including repair is the subject vehicle;

b. All incidental and consequential damages;

c. All attorneys' fees, expert fees and court costs incurred during the commencement and prosecution of this matter pursuant to A.R.S. § 12-341 and A.R.S. § 12-341.01; and,

d. All other relief deemed justified by this Court.

RESPECTFULLY SUBMITTED this 11 day of December, 2015.

PE16-008 000359 LC

By: 

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PE16-008 000360 LC

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COPY

DEC 15 2015

MICHAEL K. JEANES, CLERK
L. CODY-DAY
DEPUTY CLERK

IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

[redacted],	Case No.: [redacted]
Plaintiff,	**CERTIFICATE OF COMPULSORY ARBITRATION**
vs.	
FORD MOTOR COMPANY,	
Defendant.	

The undersigned certifies that the case **is not** subject to the Uniform Rules of Procedure for Arbitration because Plaintiff seeks equitable relief.

RESPECTFULLY SUBMITTED this 10th day of December, 2015

By: _____

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Attorneys for Plaintiff

COPY

DEC 15 2015

MICHAEL K. JEANES, CLERK
L. CODY-DAY

IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

[redacted]) Case No.: [redacted]
)
Plaintiff,) **JURY DEMAND**
)
vs.)
)
FORD MOTOR COMPANY,)
)
Defendant.)

Pursuant to Rule 38(a) Ariz. R. Civ. P. Plaintiff demands a trial by jury on all claims on which the right to trial by jury exists.

RESPECTFULLY SUBMITTED on this 11 day of December, 2015.

By: _____

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(480) 947-7755
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Attorneys for Plaintiff

[redacted]

[redacted]

[redacted]

AO 441 Summons in a Civil Action

United States District Court

SOUTHERN DISTRICT OF CALIFORNIA

2/19/15
2:20

[redacted], individually and on behalf of all others similarly situated,

Plaintiff

V.

FORD MOTOR COMPANY, and DOES 1 through 100, inclusive

Defendant

Civil Action No. [redacted]

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Ford Motor Company
c/o CT Corporation System
818 W Seventh Street, 2nd Floor
Los Angeles, CA 90017

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 office 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:

John P. Fiske
655 West Broadway Suite1700
San Diego, CA 92101

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: 1/21/15

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

John Morrill
CLERK OF COURT

S/ N. Peltier
Signature of Clerk or Deputy Clerk

Civil Action No. [redacted] Date Issued: 1/21/15

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(1))

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 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 the 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 $ _____.

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's Signature

_____
Printed name and title

_____
Server's address

NOTICE OF RIGHT TO CONSENT TO TRIAL BY A UNITED STATES MAGISTRATE JUDGE

IN ACCORDANCE WITH THE PROVISION OF 28 USC 636(C) YOU ARE HEREBY NOTIFIED THAT A U.S. MAGISTRATE JUDGE OF THIS DISTRICT MAY, UPON CONSENT OF ALL PARTIES, CONDUCT ANY OR ALL PROCEDDINGS, INCLUDING A JURY OR NON-JURY TRIAL, AND ORDER THE ENTRY OF A FINAL JUDGMENT.

YOU SHOULD BE AWARE THAT YOUR DECISION TO CONSENT OR NOT CONSENT IS ENTIRELY VOLUNTARY AND SHOUL BE COMMUNICATED SOLELY TO THE CLERK OF COURT. ONLY IF ALL PARTIES CONSENT WILL THE JUDGE OR MAGISTRATE JUDGE WHOM THE CASE HAS BEEN ASSIGNED BE INFORMED OF YOUR DECISION.

JUDGMENTS OF THE U.S. MAGISTRATE JUDGES ARE APPEALABLE TO THE U.S. COURT OF APPEALS IN ACCORDANCE WITH THIS STATUTE AND THE FEDERAL RULES OF APPELLATE PROCEDURE.

John H. Gomez (SBN 171485)
John P. Fiske (SBN 249256)
Deborah S. Dixon (SBN 248965)
Stephanie S. Poli (SBN 286239)
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Fax: (619) 237-3496

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

[redacted], individually and on behalf of all others similarly situated,

PLAINTIFF,

v.

FORD MOTOR COMPANY, and DOES 1 through 100, inclusive

DEFENDANT.

CASE NO. [redacted]

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. Breach of Express Warranty;
2. Breach of Implied Warranty;
3. Violation of the Magnuson-Moss Warranty Act 15 U.S.C. § 2301, *et seq.*;
4. Violation of CAL. BUS. & PROF. CODE § 17200, *et seq.*;
5. Violation of CAL. BUS. & PROF. CODE § 17500, *et seq.*;
6. Violation of the Consumers Legal Remedies Act, CAL. CIV. CODE § 1750, *et seq.*

JURY TRIAL DEMANDED

Plaintiff [redacted], on behalf of himself and all other persons similarly situated brings this action against defendant, Ford Motor Company and, to the

best of his knowledge, information and belief, formed after an inquiry reasonable under the circumstances, alleges as follows:

NATURE OF THE ACTION

1. This case arises from Ford's sale and lease of several hundreds of thousands of Explorer model vehicles that Ford knew or should have known are defective such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of the vehicles. The potential exposure to exhaust and carbon monoxide renders these vehicles unsafe to drive.

2. Ford's Technical Service Bulletin 12-12-4 ("TSB 12-12-4"), titled "Explorer Exhaust Odor in Vehicle," acknowledges 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." Ford's TSB 12-12-4 provides instructions which Ford claims will correct the exhaust odor in 2011 through 2013 model year Ford Explorers.

3. Subsequent to TSB 12-12-4, Ford issued Technical Service Bulletin 14-0130 ("TSB 14-0130").

4. Titled "Exhaust Odor in Vehicle," TSB 14-0130 also acknowledges an exhaust odor in Explorer vehicles, and adds the 2014 and 2015 model year Explorers to the list of affected vehicles. TSB 14-0130 includes the same or similar service procedures outlined in TSB 12-12-4, and adds certain procedures not included in TSB 12-12-4.

5. Ford's TSBs 12-12-4 and 14-0130, however, do not correct the condition, and they fail to acknowledge that carbon monoxide may enter the passenger compartment of affected vehicles. Ford's TSBs 12-12-4 and 14-0130 are provided to authorized dealerships, and do not directly notify non-Ford automotive repair facilities about the defects associated with TSBs 12-12-4 and 14-0130. Further, although Ford has received numerous complaints relating to exhaust entering the passenger compartments of 2011 through 2015 model year Ford Explorers, and it developed a

purported fix to the problem, Ford did not provide any notice to plaintiff or the proposed class members about the defect and the potential exposure to lethal carbon monoxide in the 2011 through 2015 model-year Ford Explorers.

6. Upon information and belief, 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 flaws, and/or an exhaust and/or HVAC system, that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment during the normal and customary use of such vehicles.

7. Ford designed, manufactured, sold and leased the 2011 through 2015 model year Ford Explorers when it knew or should have known of such defects, or Ford otherwise learned of such defects and failed to notify plaintiff and the proposed class members of the defect in the 2011 through 2015 model year Ford Explorers that exposed plaintiff, the proposed class members, and others, to a life-safety hazard.

8. Plaintiff and the members of the proposed class reasonably expect to operate their Ford Explorer vehicles in a normal and customary manner free from exposure to potentially deadly gases.

JURISDICTION AND VENUE

9. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds $5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the class is diverse from Ford.

10. The Court has personal jurisdiction over Ford because Ford conducts substantial business in this District, and some of the actions giving rise to this complaint took place in this District.

11. Venue is proper in this District under 28 U.S.C. § 1391 because, among other things, a substantial part of the events or omissions giving rise to the claims

occurred in this District, and caused harm to class members residing in this District. A venue affidavit of Plaintiff [redacted] is incorporated herein as Exhibit "A".

PARTIES

12. Plaintiff, [redacted], is a resident of Temecula, California.

13. Defendant, Ford Motor Company, is a Delaware corporation with its principal place of business in Michigan. In this Complaint, "Ford" refers to the named defendant and all related, successor, predecessor, parent, and subsidiary entities to which these allegations pertain.

14. Plaintiff does not know the true names and capacities of defendants sued as Does 1 through 100. Plaintiff will amend the complaint to show the true names of each such defendant when the identities have been ascertained. Each defendant acted as the agent, employee, representative, partner, joint venture, or co-conspirator of each of the other defendants in the commission of the acts alleged herein, and acted within the course and scope of its duty as such agent, employee, representative, partner, joint venture, or co-conspirator. The acts of each such defendant were authorized or ratified by each other defendant, and together constitute a single and continuing course of conduct.

PLAINTIFF'S INDIVIDUAL ALLEGATIONS

15. In or about August of 2012, plaintiff purchased a new 2013 Ford Explorer from an authorized Ford dealership in San Diego, California.

16. The 2013 Ford Explorer purchased by plaintiff was dangerous and defective when purchased 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.

17. At the time of the purchase, plaintiff was not notified that the 2013 Ford Explorer he was purchasing was defective, nor was he notified that he and all occupants

would be exposed to carbon monoxide and other potentially dangerous gases while driving in his 2013 Ford Explorer during its normal and customary use.

18. Plaintiff brought his 2013 Ford Explorer in for service to both the North County Ford Dealership in San Diego, California and the Rancho Ford Dealership in Temecula, California on multiple occasions.

19. Plaintiff has discovered that the carbon monoxide levels within his Ford vehicle are higher than the ambient carbon monoxide levels outside his vehicle while the vehicle is operated in a normal and customary manner.

20. Carbon monoxide is an odorless, colorless, and tasteless gas that is toxic to humans.

21. Plaintiff took his 2013 Ford Explorer in for service at the Rancho Ford dealership in January of 2015. Rancho Ford tested the vehicle and concluded that carbon monoxide was entering the passenger compartment of plaintiff's 2013 Ford Explorer while the vehicle was operating in a normal and customary manner.

22. Plaintiff was informed by Rancho Ford that the dealership would attempt to remedy this dangerous and potentially life-threatening carbon monoxide leak by performing TSB 14-0130.

23. Plaintiff was further informed by Rancho Ford that the dealership would indeed not cover the cost of the repair of the dangerous carbon monoxide leak because plaintiff was outside of his warranty. Thus, plaintiff would have to pay out of pocket to repair the dangerous carbon monoxide leak.

24. To date, Ford has not repaired plaintiff's 2013 Ford Explorer, nor has Ford acknowledged to plaintiff or the members of the proposed class that the 2011 through 2015 model year Ford Explorers contain design flaws and/or defective exhaust and/or HVAC systems permitting exhaust, carbon monoxide and other potentially dangerous gases into the passenger compartments of those vehicles.

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GENERAL ALLEGATIONS

Ford's Sale and Leasing of Defective and Dangerous Vehicles

25. 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.

26. The subsequent model-year Ford explorers are not dramatically different in design from the 2011 Explorer. These Explorers, including those sold today, are all known as "fifth generation" Explorers.

27. 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 they are driven in a normal and customary manner.

28. 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 which 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 which 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.

29. Ford knew or should have known that the 2011 through 2015 model year 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.

30. The defective vehicles were sold or leased with express and implied warranties. These warranties assured consumers that the vehicles were free from defects and were properly equipped for the use for which they were intended. 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. All of the defective vehicles are still within the effective dates of the express warranties, or the time or mileage limits in the express warranties should be inapplicable given Ford's fraudulent conduct, among other factors.

31. 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.

32. 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 alleged herein. Authorized Ford dealerships are instructed by Ford to address complaints of an exhaust odor by prescribing and implementing TSBs 12-12-4 and 14-0130.

Ford Acknowledged the Subject Vehicles' Defective Condition in TSBs 12-12-4 and 14-0130

33. In response to customer complaints of an exhaust odor in the passenger compartments of the subject vehicles, Ford issued TSB 12-12-4 in or about 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.

34. In or about 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.

35. Despite issuing TSBs 12-12-4 and 14-0130, Ford did not inform plaintiff 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 life safety issues to occupants of the vehicles.

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36. TSBs 12-12-4 and 14-0130 fail to disclose that the exhaust odor acknowledged is accompanied in the passenger compartment by carbon monoxide.

37. 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.

38. Additionally, TSBs 12-12-4 and 14-0130 do not identify a specific fix to the exhaust odor problem. Rather, TSBs 12-12-4 and 14-0130 call for various replacements and/or repairs to several unrelated vehicle components. This demonstrates that Ford knew of the defect, but did not know a specific, effective fix to protect occupants of the 2011 through 2015 model year Ford Explorers from exhaust and other gases, including carbon monoxide. Based upon information and belief, Ford issued TSBs 12-12-4 and 14-0130 *hoping*, but not knowing, that any one of the various replacements and/or repairs identified therein would remedy the exhaust odor complaints.

Ford's TSBs 12-12-4 and 14-0130 Fails to Repair the Defects

39. Ford's TSBs 12-12-4 and 14-0130 fail to repair the exhaust odor problem, and vehicles which have received the repairs outlined in TSBs 12-12-4 and 14-0130 may continue to expose exhaust and other gases, including carbon monoxide, through the passenger compartment.

40. TSBs 12-12-4 and 14-0130 identify flaws in the initial design and manufacture of the 2011 through 2015 model-year Ford Explorers, and prescribe repairs and/or replacements which are inadequate and equally flawed and defective.

41. In TSBs 12-12-4 and 14-0130, Ford requires installation or use of the following replacement parts in the subject vehicles, among others: (i) a dual rate air extractor (part number BB5Z-61280B62-A under TSB 12-12-4 and part number BB5Z-

61280B62-B under TSB 14-0130); (ii) valve assembly auto drains (part number 4M8Z-54280B62-A); and (iii) Motorcraft® Seam sealer (part number TA-2).

42. TSBs 12-12-4 and 14-0130 require that the dual rate air extractor replace the driver side rear air extractor initially installed on the subject vehicle. The rear air extractor initially installed on the subject vehicle was dangerous and defective because it permitted exhaust and other gases, including carbon monoxide, to permeate the exterior panels of the subject vehicles and enter the passenger compartment. Based upon information and belief, Ford requires the replacement of the driver side rear air extractor, and not the passenger-side rear air extractor, because the air intake from the auxiliary air condition system is situated dangerously close in proximity to the driver side rear air extractor. The placement of the air intake system too close to the rear air extractor allows exhaust and other gases, including carbon monoxide, to enter the auxiliary air conditioning system.

43. The replacement part – a dual rate air extractor – is formed of polypropylene and overmolded with thermoplastic elastomer (TPE). The dual rate air extractor includes "living hinges" and plastic torsional springs that are intended to function as a one-way pneumatic valve.

44. The dual rate air extractor has a listed purchase price of $86.33, whereas the initially installed air extractor has a listed purchase price of $22.50. However, the dual rate air extractor fails to prevent exhaust and other gases, including carbon monoxide, from entering the auxiliary air conditioning systems and the passenger compartments of the subject vehicles. The replacement dual rate air extractors are thus ineffective, dangerous, and defective.

45. In addition, Ford modifies the dual rate air extractors used as replacement parts per TSBs 12-12-4 and 14-0130 by haphazardly adding a silicone-like substance to the uppermost of the three "living hinges." Based upon information and belief, the silicone-like substance found on replacement part number BB5Z-61280B62-A is not included, and was not meant to be included, as part of the dual rate air extractor as

designed by its original manufacturer. Moreover, the silicone-like substance added by Ford to the dual rate air extractor causes the "living hinges" to remain open, permitting exhaust and other gases to permeate the exterior panels of the vehicles, and enter the passenger compartment.

46. Ford designed, manufactured, and engineered the 2011 through 2015 model-year Ford explorers using valve assembly auto drains on the rear liftgate of the vehicles which are dangerous and defective because the parts permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment. The replacement valve assembly auto drains fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment. They are thus ineffective, dangerous, and defective.

47. Ford designed, manufactured, and engineered the 2011 through 2015 model-year Ford explorers without properly sealing the horizontal sheet metal lap joints on the left and right sides of the underbody of the subject vehicles. Ford additionally designed, manufactured, engineered and assembled the 2011 through 2015 model year Ford Explorers without properly sealing the rear sheet metal overlap flange across the rear of the vehicle, and the auxiliary air conditioning lines. Accordingly, TSBs 12-12-4 and 14-0130 require that the aforementioned joints, flange, and lines be sprayed with "generous amounts" of rubberized undercoating and seam sealer. However, the rubberized undercoating and seam sealer fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment.

48. TSB 14-0130 additionally requires the reprogramming of the HVAC module to the latest calibration. Reprogramming the HVAC module, however, fails to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment.

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Ford's Deceptive Practices, Unlawful Conduct, and Unfair Competition

49. Ford engaged in a systematic scheme to not disclose or notify consumers of the defects and continue marketing, leasing, and selling its defective Ford Explorers, by engaging in the following practices:

a. Ford, directly and through its salespeople and agents, has continued to inform potential purchasers of Ford Explorer vehicles that those vehicles are safe and fit for the use for which they were intended.

b. Ford provided, disseminated, marketed and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the performance, reliability, quality and nature of the subject vehicles.

c. Ford represented that goods or services were of a particular standard, quality or grade, when they were of another.

d. Ford engaged in unconscionable commercial practices by failing to reveal material facts and information about the subject vehicles, which did, or tended to mislead plaintiff and the members of the class about facts that could not reasonably be known by the consumer.

e. Ford caused plaintiff and the members of the class to suffer a probability of confusion and a misunderstanding of legal rights, obligations and/or remedies by and through its conduct.

f. Ford failed to reveal material facts to plaintiff and the members of the class with the intent that plaintiff and the members of the class rely upon the omission.

g. Ford made material representations and statements of fact to plaintiff and members of the class that resulted in plaintiff and members of the

class reasonably believing the represented or suggested state of affairs to be other than what they actually were.

h. Ford has known of the exhaust and carbon monoxide problem, but has failed to disclose its existence or its complete nature, even though Ford has known that such information was material to, among other things, those transactions in which plaintiff and the members of the class purchase the subject vehicles and each of their decisions to continue operating the vehicle.

i. Ford intended that plaintiff and the members of the class rely on their misrepresentations and omissions, so that plaintiff and the members of the class would purchase or lease the subject vehicles, and continue to operate the subject vehicles.

Ford continued to sell or lease the subject vehicles without informing buyers or lessees of the defects in the vehicles.

Ford's Conduct and/or Inaction Has Damaged Plaintiff and Members of the Proposed Class

50. Plaintiff and each member of the proposed class has been damaged by Ford's conduct and/or inaction, as they have been exposed to harmful carbon monoxide and exhaust; they unknowingly purchased or leased defective vehicles which cannot be safely operated; they unknowingly 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.

51. A vehicle containing the defect described herein – that is, a defect that permits 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 which is potentially deadly, the

vehicles are valueless. At the time plaintiff purchased his vehicle, he paid a price based upon the value of such a vehicle free of such defect.

CLASS ACTION ALLEGATIONS

52. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on behalf of himself and the members of the following class. The requirements of Rule 23(a), (b)(2) and (b)(3) are each met with respect to the classes defined below.

53. Plaintiff seeks to represent the following class:

> All persons who purchased or leased in California at least one of the following vehicles: 2011 Ford Explorer, 2012 Ford Explorer, 2013 Ford Explorer, 2014 Ford Explorer or 2015 Ford Explorer.

54. **Numerosity**. Members of the class are so numerous that individual joinder of all members is impracticable. Based upon information and belief, Ford has sold or leased tens of thousands of 2011 through 2015 model year Ford Explorers in California. All of these vehicles are covered by TSB 12-12-4, and contain a defect that may cause carbon monoxide or exhaust to enter the passenger compartments of such vehicles.

55. **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: whether the 2011 through 2015 model year Ford Explorers have been sold or leased subject to express and/or implied warranties; whether the 2011 through 2015 model year Ford Explorers are defective such that carbon monoxide and exhaust may enter the passenger compartments of such vehicles; whether the 2011 through 2015 model year Ford Explorers suffer from a design defect, are unreasonable dangerous and/or are unfit for their intended use; whether Ford has knowledge of such defect; when Ford learned of such defect; whether Ford failed to disclose the defect to plaintiff and the class; whether Ford misrepresented that the affected vehicles were safe; whether Ford has a fix to the defect and, if so, how much the fix will cost; whether the defect reduces the value of the affected vehicles; whether Ford's express warranties cover the latent defects;

whether Ford breached its warranties made to plaintiff and the class; whether Ford negligently designed/engineered/manufactured the affected vehicles; whether Ford concealed the defect; and whether plaintiff and the class have suffered damages as a result of the conduct alleged, and if so, the measure of such damage.

56. **Typicality**. The claims of plaintiff are typical of the claims of the class, as plaintiff and the members of the class have purchased or leased defective vehicles and have been harmed in some manner by Ford's conduct.

57. **Adequacy**. Plaintiff will fairly and adequately protect the interests of the class. Plaintiff's interests do not conflict with the interests of the members of the class. Further, plaintiff has retained counsel competent and experienced in complex class action litigation. Plaintiff and his counsel are committed to vigorously prosecuting this action.

58. **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 the class 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.

59. 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, plaintiff anticipates no difficulty in the management of this litigation as a class action.

60. For all of the foregoing reasons, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I

BREACH OF EXPRESS WARRANTY

61. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 59 as if fully set forth herein.

62. This count is brought on behalf of the class.

63. For each defective vehicle sold by Ford, an express written warranty was issued which covered the vehicle, warranting the vehicle to be free of defects in materials and workmanship at the time of delivery.

64. Ford's express warranties are intended to benefit the customer, including plaintiff and the members of the class.

65. At all relevant times, Ford was and is a merchant with respect to motor vehicles. As an express warrantor and manufacturer and merchant, Ford had certain obligations to conform the subject 2011 through 2015 model year Ford Explorers to the express warranties given by Ford.

66. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford expressly warranted that the vehicles would be free from defects in design, material and workmanship. Ford promised to pay for all repairs and parts to replace defects introduced during the design and manufacturing process.

67. Plaintiff, and the members of the class, relied upon Ford's express warranties, and the existence of such warranties, when purchasing or leasing the vehicles.

68. Ford breached its express warranties by offering for sale, and selling or leasing as safe, defective vehicles that were by design and construction unsafe, thereby subjecting occupants of the defective vehicles purchased or leased by plaintiff and members of the class to the risk of injury or death.

69. The defect at issue in this litigation was present in the subject vehicles at the time of sale or lease to plaintiff and the members of the class.

70. The defect at issue in this litigation must be corrected by Ford, and the expenses of such repairs must be borne by Ford, per Ford's express warranties.

71. Ford breached its express warranties (and continues to breach its express warranties) because it has not fixed the defect causing carbon monoxide and exhaust to enter the passenger compartment of the subject vehicles, nor has it covered the expenses associated with correcting the defect.

72. Plaintiff and the members of the class have performed the duties required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of Ford or by operation of law in light of Ford's conduct described throughout this Complaint.

73. Any arbitration or class waiver provisions included in Ford's express warranties are substantively and procedurally unconscionable, and therefore, unenforceable.

74. Plaintiff and the members of the class took reasonable steps to notify Ford within a reasonable time that the 2011 through 2015 model year Ford Explorers were not as represented, whether or not Ford received such notice.

75. Ford has received timely notice regarding the problems at issue in this litigation, and notwithstanding, Ford has failed and refused to offer an effective remedy.

76. Plaintiff and the members of the class have been harmed and suffered damages caused by Ford's breach of the express warranties and are entitled to recover compensatory damages, including but not limited to the cost of repairs and diminution in value.

77. The failure of the 2011 through 2015 model year Ford Explorers to be as represented was a substantial factor in causing Plaintiff and the members of the class harm and damages.

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COUNT II

BREACH OF IMPLIED WARRANTY

(C.A. U.C.C. § 2-314)

78. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 76 as if fully set forth herein.

79. This Count is brought on behalf of the class.

80. At all relevant times, Ford was and is a merchant with respect to motor vehicles.

81. Ford impliedly warrantied 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 expose occupants to needless harm or risk.

82. Ford breached its implied warranty of merchantability when it designed, manufactured, distributed, sold and leased the 2011 through 2015 model year Ford Explorers in an unsafe and un-merchantable condition. 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.

83. Plaintiff and each of the members of the class have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and plaintiff and each of the members of the class, on the other hand. Notwithstanding, privity is not required because plaintiff and each of the members of the class are the intended beneficiaries of Ford's written warranties and its contractual relationships with Ford dealerships. The dealers were not intended to be the ultimate consumers of the subject vehicles, and have no rights under the warranty agreements provided by Ford. Ford's express warranties were designed for and

intended to benefit the consumers only. Plaintiff and the members of the class were the intended consumers of the subject vehicles.

84. Plaintiff and the members of the class 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.

COUNT III

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

(15 U.S.C. § 2301, *et seq.*)

85. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 84 as if fully set forth herein.

86. This Count is brought on behalf of the class.

87. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

88. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

89. The subject 2011 through 2015 model-year Ford Explorers are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

90. 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.

91. Ford sells and leases its vehicles subject to express warranties which 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 warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

92. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford expressly warranted that the

vehicles would be free from defects in design, materials and workmanship. Ford promised to pay for all repairs and parts to remedy defects introduced during the design and manufacturing process.

93. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford impliedly 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.

94. The 2011 through 2015 model year Ford Explorers 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 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.

95. Plaintiff and each of the members of the class have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and plaintiff and each of the members of the class, on the other hand. Notwithstanding, plaintiff and each of the members of the class are the intended beneficiaries of Ford's express and implied warranties. The dealers were not intended to be the ultimate consumers of the subject vehicles, and have no rights under the

warranty agreements provided by Ford. Ford's warranties were designed for and intended to benefit the consumers only.

96. Affording Ford a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Ford has known, or should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the subject vehicles' defect resulting in exhaust and other gases, including carbon monoxide, entering the passenger compartment of such vehicles. Notwithstanding, Ford has failed to disclose the existence of this defect and the risk of carbon monoxide exposure, and has failed to rectify the situation. Plaintiff, on numerous occasions, afforded Ford an opportunity to cure by bringing his vehicle into an authorized Ford dealership for service. Notwithstanding, the defect in plaintiff's vehicle was not repaired. Neither TSB 12-12-4 nor TSB 14-0130 repairs the defect. Under the circumstances, any requirement that plaintiff afford Ford a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

97. The amount in controversy of plaintiff's individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000.00, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

98. Plaintiff, 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.

COUNT IV

VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*

99. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 98 as if fully set forth herein.

100. This Count is brought on behalf of the class.

///

101. "Unfair competition" is defined in California Business & Professions Code § 17200, *et seq.* as encompassing any one of the five types of business "wrongs," three of which are at issue here: (1) an "unlawful" business act or practice; (2) an "unfair" business act or practice; and (3) a "fraudulent" business act or practice. The definitions in section 17200 are disjunctive, meaning that each of the three "wrongs" operates independently from the others.

102. Plaintiff and Ford are both "person[s]" as defined by California Business and Professions Code section 17201. Section 17204 authorizes a private right of action on both an individual and representative basis.

103. There were reasonably available alternatives to further Ford's legitimate business interests, other than the conduct described herein.

104. Plaintiff and the putative class reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

Unfair Prong

105. Ford's actions and representations constitute an "unfair" business act or practice under section 17200, in that Ford's conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair business act or practice for Ford to negligently and knowingly represent to the consuming public, including Plaintiff, that the 2011 through 2015 model year Ford Explorers vehicles would be free from defects in design, materials and workmanship, and would be safe to operate. Ford's business practices are unfair because they offend established public policy and/or are immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers in that consumers are led to believe that the 2011 through 2015 model year Ford Explorer vehicles are safe, effective, and free of health hazards.

///

106. At a date presently unknown to Plaintiff, but at least within the four years prior to the filing of this action, and as set forth above, Ford has committed acts of unfair competition as defined by Business and Professions Code section 17200, *et seq.* by engaging in the false advertising and promotion of the 2011 through 2015 model year Ford Explorer vehicles as fully outlined above.

107. Plaintiff and the putative class members could not have reasonably avoided the injury suffered by each of them. Plaintiff reserves the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

108. Ford could have and should have furthered its legitimate business interests by expressly indicating that the 2011 through 2015 model year Ford Explorer vehicles 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.

Fraudulent Prong

109. Ford's claims and misleading statements were false, misleading, and/or likely to deceive the consuming public within the meaning of section 17200. Without limitation, it is a fraudulent act or practice for Ford to knowingly or negligently represent to Plaintiff, whether by conduct, orally, or in writing by: (1) intentionally and misleadingly advertising the safety of the 2011 through 2015 model year Ford Explorer vehicles, (2) intentionally and misleadingly minimizing the dangers caused by the 2011 through 2015 model year Ford Explorer vehicles, (3) and intentionally and misleadingly advertising the safety of the 2011 through 2015 model year Ford Explorer vehicles.

110. Plaintiff reserves the right to allege further conduct that constitutes other fraudulent business acts or practices. Such conduct is ongoing and continues to this date.

111. The fraudulent, unlawful, and unfair business practices and false and misleading advertising of Ford, as described above, presents a continuing threat to

consumers in that they will continue to be misled into purchasing/leasing the 2011 through 2015 model year Ford Explorer vehicles.

Unlawful Prong

112. As otherwise herein alleged, Ford's conduct violates California law.

113. There were reasonably available alternatives to further Ford's legitimate business interest, other than the conduct described herein.

114. Plaintiff and the putative class reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

115. As a direct and proximate result of the aforementioned acts and representations of Ford, Ford received and continues to hold monies rightfully belonging to plaintiff and other similarly situated consumers. Further, buyers and/or lessees have been and continue to be physically injured by the 2011 through 2015 model year Ford Explorer vehicles.

116. Ford has engaged in unlawful, unfair, and fraudulent business acts or practices, entitling plaintiff to judgment and equitable relief against Ford, as set forth in the Prayer for Relief. Pursuant to Business & Professions Code section 17203, as a result of each and every violation of the UCL, which are continuing, plaintiff and the putative class are entitled to restitution against Ford.

117. Plaintiff further seeks an order requiring Ford to make full restitution of all moneys wrongfully obtained and disgorge all ill-gotten revenues and/or profits, together with interest thereupon.

118. Plaintiff further seeks an order enjoining Ford from continuing to engage in the unlawful, unfair, fraudulent, untrue, and deceptive business acts and practices as described herein, consumers residing within California will continue to be exposed to and damaged by Ford's unfair competition.

///

///

119. Plaintiff also seeks an order requiring Ford to undertake a public information campaign to inform members of the putative class of its prior acts or practices.

COUNT V

VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW, BUSINESS AND PROFESSIONS CODE § 17500, *et seq.*

120. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 119 as if fully set forth herein.

121. This Count is brought on behalf of the class.

122. In violation of California Business & Professions Code § 17500, *et seq.*, Ford has disseminated or caused to be disseminated deceptive advertising misrepresentations, omissions and practices as described herein. These statements are actionable violations of § 17500 in that Ford expressly states that the 2011 through 2015 model year Ford Explorers have attributes which they do not possess.

123. Ford's advertising misrepresentations, omissions, and practices made in connection with the sale of the 2011 through 2015 model year Ford Explorers are unfair, deceptive and/or misleading within the meaning of California Business & Professions Code § 17500, *et seq.* These representations are likely to, and did, deceive reasonable consumers such as plaintiff and members of the class.

124. In making and disseminating the statements alleged herein, Ford knew or should have known that the statements were and are misleading or likely to mislead for the reasons set forth above.

125. As detailed above, plaintiff suffered injury in fact and a loss of money or property as a result of Ford's acts and practices, which violate § 17500, *et seq.*

126. Pursuant to California Business & Professions Code § 17535, plaintiff and members of the Class seek, and are entitled to:

a. an order enjoining Ford from continuing to make false and misleading statements concerning the 2011 through 2015 model year Ford Explorers;

b. restitution and disgorgement of any and all excessive amounts paid to Ford or its agents;

c. equitable relief pursuant to CAL. CIV. PROC. CODE § 384

d. pre- and post-judgment interest at the highest rate allowable by law; and

e. payment of attorney's fees and costs pursuant to, *inter alia*, CAL. CIV. PROC. CODE § 1021.5, the common fund and private attorney general doctrines.

127. As a result of Ford's violations of the false advertising statute, plaintiff and members of the class are entitled to equitable relief as the Court deems appropriate.

COUNT VI

VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT, CALIFORNIA CIVIL CODE §§ 1750, *et seq.*

128. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 127 as if fully set forth herein.

129. This Count is brought on behalf of the class.

130. The California Consumers Legal Remedies Act ("CLRA"), California Civil Code §1750, et seq., allows consumers who suffer damage as a result of a method, act, or practice declared to be unlawful by section 1770 to obtain relief.

131. Plaintiff and the Class are consumers within the meaning of the CLRA § 1761(d). Ford's 2011 through 2015 model year Ford Explorers constitute "goods" as defined by CLRA § 1761(a). At all times relevant hereto, Ford constituted a "person" as that term is defined in CLRA § 1761(a), and plaintiff and members of the class' purchases of 2011 through 2015 model year Ford Explorers constituted "transactions" as defined by CLRA § 1761(b).

132. Ford violated and continues to violate the CLRA by engaging in the following deceptive practices specifically proscribed by § 1770(a), in transactions with plaintiff and members of the class that were intended to result or which resulted in the sale or lease of goods or services to consumers:

a. In violation of CLRA § 1770(a)(2), Ford's acts and practices constitute misrepresentations of the source, sponsorship, approval, or certification of goods or services;

b. In violation of CLRA § 1770(a)(3), Ford's acts and practices constitute misrepresentations of the affiliation, connection, or association with, or certification by another;

c. In violation of CLRA § 1770(a)(5), Ford's acts and practices constitute misrepresentations that the 2011 through 2015 model year Ford Explorers in question have characteristics, benefits, or uses which they do not have;

d. In violation of CLRA § 1770(a)(7), Ford has misrepresented that the 2011 through 2015 model year Ford Explorers in question are of a particular standard, quality and/or grade, when they are of another; and

e. In violation of CLRA § 1770(a)(9), Ford advertises the 2011 through 2015 model year Ford Explorers in question with the intent not to sell them as advertised or represented.

133. Ford has made uniform representations that the 2011 through 2015 model year Ford Explorers are high-quality motor vehicles that will perform as represented. These representations, as set forth above, were false deceptive, and/or misleading and in violation of the CLRA.

134. Pursuant to § 1782 of the CLRA, Ford was notified in writing by certified mail of the particular violations of Section § 1770 of the Act and asked to remedy the problems and give notice to all affected consumers of their intent to so act. A copy of that letter is incorporated herein as Exhibit "B".

135. If Ford fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782 of the CLRA, plaintiff will amend this complaint to add claims for actually, punitive and statutory damages and all other relief to plaintiff and members of the class under § 1780 of the CLRA.

136. In addition, pursuant to § 1780(a)(2) of the CLRA, plaintiff is entitled to, and therefore seeks, a Court order enjoining the above-described wrongful acts and practices that violate § 1770 of the CLRA.

137. Plaintiff and members of the class are also entitled to recover attorneys' fees, costs, expenses and disbursements pursuant to §1780 and § 1781 of the CLRA.

138. Ford's conduct described herein is malicious and wanton.

139. Pursuant to § 1780(d) of the CLRA, and to be filed in conjunction herewith, is the affidavit of the plaintiff showing that this action has been commenced in the proper forum.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, on his own behalf and on behalf of the Class, respectfully requests judgment against Ford:

(a) Certifying the class and appointing plaintiff and his counsel to represent the class;

(b) Ordering Ford to provide notice to the class of the defect with the design of the vehicles, and/or the exhaust and/or HVAC systems in the 2011 through 2015 model year Ford Explorers that causes carbon monoxide and exhaust to enter into the passenger compartments of such vehicles during their normal and customary use;

(c) Ordering Ford to promptly repair and/or replace, free of charge, all subject vehicles to prevent carbon monoxide and exhaust from entering the passenger compartments of such vehicles; or ordering Ford to offer rescission to plaintiff and the members of the class by returning the full costs paid to purchase or lease the defective vehicles in exchange for the return of the defective vehicles;

(d) Awarding damages which include, but are not limited to, the cost of any repairs and the diminution of value of the vehicles;

(e) Awarding pre-judgment and post-judgment interest;

(f) Awarding attorneys' fees and costs; and

(g) Awarding any such other relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable.

Dated: January 26, 2015

/s/ John P. Fiske
John Gomez, Esq.
John P. Fiske, Esq.
Deborah S. Dixon, Esq.
Stephanie Poli, Esq.
GOMEZ TRIAL ATTORNEYS
655 West Broadway, Suite 1700
San Diego, CA 92101

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mah@kulaw.com
700 S.E. 3rd Ave., Suite 3000
Fort Lauderdale, Florida 33316
Phone: (954) 522-6601
Fax: (954) 522-6608
(Motions for Pro Hac Vice Admission Intended)

EXHIBIT A

John H. Gomez (SBN 171485)
John P. Fiske (SBN 249256)
Deborah S. Dixon (SBN 248965)
Stephanie S. Poli (SBN 286239)
GOMEZ TRIAL ATTORNEYS
655 West Broadway Suite1700
San Diego, CA 92101
Telephone: (619) 237-3490
Fax: (619) 237-3496
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

[redacted], individually and on behalf of all others similarly situated,

PLAINTIFF,

v.

FORD MOTOR COMPANY, and DOES 1 through 100, inclusive

DEFENDANT.

CASE NO. [redacted]

VENUE AFFIDAVIT OF [redacted] (CIVIL CODE SEC. 1780(D))

I, [redacted], declare as follows:

1. I am the named plaintiff in this action, which includes allegations for violations of the Consumer Legal Remedies Act.

2. In or about August of 2012, I purchased a 2013 Ford Explorer from an authorized Ford dealership in San Diego, California. I lived in San Diego, California at the time of this purchase.

3. Upon information and belief, the defendant, Ford, does business within the City and County of San Diego.

4. For these reasons, I believe San Diego is the proper venue for trial in this case.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Dated: January 8, 2015

Michael Cunningham

EXHIBIT B

GOMEZ TRIAL ATTORNEYS

January 20, 2015

Sent Via Certified U.S. Mail
Mark Fields
President and Chief Executive Officer, Ford Motor Company
William Clay Ford Jr.
Executive Chairman, Ford Motor Company
David G. Leitch,
General Counsel, Ford Motor Company
1 American Road
P.O. Box 6248
Dearborn, Michigan 48126

Dear Sirs,

This letter is sent to you on behalf [redacted] and on behalf of all others similarly situated. At issue here is Ford's marketing and promotional practices in connection with the sale and lease of several hundreds of thousands of 2011-2015 Ford Explorer vehicles.

Plaintiffs herein allege that in marketing, leasing, and selling the 2011-2015 Ford Explorer vehicles, Ford implemented an unfair, unlawful and deceptive marketing scheme in California and elsewhere throughout the country. These practices were implemented by and through the company itself, as well as authorized Ford dealerships, and other agents who reside in and/or transact business in the State of California.

The specific factual allegations, and the basis for those allegations are outlined in the enclosed Complaint, which is hereby incorporated by this reference.

The conduct of Ford in marketing and selling the 2011-2015 Ford Explorer vehicles violates the Consumer Legal Remedies Act (California Civil Code Sec. 1750 et. seq. ("the CLRA"). Namely, Ford's marketing and sale of the 2011-2015 Ford Explorer vehicles violated the CLRA by contravening the following subsections of Civil Code Sec. 1770 (a), among others:

I. In violation of the CLRA § 1770(a)(2), Ford's acts and practices constitute misrepresentations of the source, sponsorship, approval, or certification of goods or services;
II. In violation of the CLRA § 1770(a)(3), Ford's acts and practices constitute misrepresentations of the affiliation, connection, or association with, or certification by another;
III. In violation of the CLRA § 1770(a)(5), Ford's acts and practices constitute misrepresentations that the 2011 through 2015 model year Ford Explorers in question have characteristics, benefits, or uses which they do not have;
IV. In violation of the CLRA § 1770(a)(7), Ford has misrepresented that the 2011 through 2015 model year Ford Explorers in question are of a particular standard, quality and/or grade, when they are of another;

V. In violation of the CLRA § 1770(a)(9), Ford advertises the 2011 through 2015 model year Ford Explorers in question with the intent not to sell them as advertised or represented.

As set forth and illustrated in further detail in the enclosed Complaint, Ford's conduct also contravenes the California Unfair Competition law, as well as the California Common Law. While the Complaint herein constitutes sufficient notice under the terms of the CLRA, this letter is sent to ensure compliance with the mandates of California Civil Code Sec. 1782. Pursuant to CLRA 1782, you have thirty (30) days upon notice and demand to correct, repair, replace, or otherwise rectify the above stated violations of the CLRA.

Within thirty (30) days of this notice, Plaintiff, hereby demands that Ford rectify these violations of California law by promptly repairing and/or replacing, free of charge, all subject vehicles to prevent carbon monoxide and exhaust from entering the passenger compartments of such vehicles; or ordering Ford to offer rescission to plaintiff and the members of the class by returning the full costs paid to purchase or lease the defective vehicles in exchange for the return of the defective vehicles. Plaintiff further demands Ford recall all 2011 through 2015 model year Ford Explorer vehicles, as well as discontinue the manufacture and sale of 2015 Ford Explorer vehicles with the same dangerous defect.

Plaintiff further demands that Ford immediately cease the illegal marketing practices outlined in this Notice and the accompanying Complaint. Finally, Plaintiff demands that Ford immediately undertake a corrective advertising campaign to inform affected consumers of the off label and unlawful promotion of the 2011 through 2015 model year Ford Explorers, coupled with detailed instructive information on the means to obtain reasonable compensation.

We look forward to your prompt response.

Sincerely,

Stephanie S. Poli, Esq.
Gomez Trial Attorneys

GOMEZ
TRIAL ATTORNEYS

January 20, 2015

Sent Via Certified U.S. Mail
Mark Fields
President and Chief Executive Officer, Ford Motor Company
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General Counsel, Ford Motor Company
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P.O. Box 6248
Dearborn, Michigan 48126

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Plaintiff further demands that Ford immediately cease the illegal marketing practices outlined in this Notice and the accompanying Complaint. Finally, Plaintiff demands that Ford immediately undertake a corrective advertising campaign to inform affected consumers of the off label and unlawful promotion of the 2011 through 2015 model year Ford Explorers, coupled with detailed instructive information on the means to obtain reasonable compensation.

We look forward to your prompt response.

Sincerely,

Stephanie S. Poli, Esq.
Gomez Trial Attorneys

[redacted]

[redacted]

Report# :	FCKEN011 NHL			**Received:**	03/11/2015
CCRG/EPRC:S		**Reviewed Status:**		**Date:**	
Vehicle:	2015,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D88FG[redacted]			**Build Date:**	10/25/2014
Odometer :	417	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 01542 Art Hill Ford Lincoln			**Phone#:**	219-738-5300
City:	Merrillville	**State:**	Indiana	**Country :**	USA

Originator: RJ Bohling
Symptom: 4 47 1 39 ST/RN/MV,ODOR,CHEMICAL,INTERMITTENT
Status:
VFG: V53 EXHAUST SYSTEM FUNCTION
Additional Symptom: odor in vehicle
Fix: **Causal Component :**
Condition Code:

Hotliner: SPERRY56 **Phone:** **Regn Cd:** G1 Chicago
Engineering: **Phone:** **TAR:**
DIr Contact: RJ Bohling **Phone:** **Title Cde:** T

KOEO:
KOEC:
KOER:

CONCER **03/11/2015 07:15PM STEVEN PERRY MSS - FCSD - TECH SVC HOTLINE**

Web Form Data Description of Vehicle Concern: Customer states when driving all the pasengers say that they get light headed and hard to breathe after about 10 min of driving. We have driven the vehicle and have not duplicated the concern. customer states he did research and found tsb 14-0130 that addresses a similar concern customer is not happy that we did not verify concern at this time and states he is afraid for his family and his health to drive it Please list any diagnostics already performed: Checked for HVAC update per tsb 14-0130, which it is up to date Parts Replaced: none Your Question: should we perform tsb 14-0130 even if concern is not duplicated hvac module is up to date

RECOMM **03/11/2015 07:15PM STEVEN PERRY MSS - FCSD - TECH SVC HOTLINE**

RJ, With the customer stating that they are becoming light heading and are having a hard time breathing after operating the vehicle, but this has not been able to be verified, it may be necessary to confirm with the customer any additional conditions that are present when the concern occurs and operate the vehicle under those conditions. These can be ambient and vehicle operating conditions. This will allow for the best possible chance at duplicating the concern. In addition, confirm if an odor is present, and if it an exhaust or a natural gas type odor, as well as when the odor is detected, when the vehicle is being accelerated or at idle after being driven. If it is a natural gas/propane type odor that is detected at idle after being driven, it is recommended to confirm the condition of the Power Transfer Unit (PTU). The fluid used in the PTU can create a propane type odor as it breaks down. The odor may make its way out of the PTU vent, or through a leaking seal.

PE16008 000404 LC

If no leaks are found, but a propane type odor can be detected in that area, change the PTU fluid and re-evaluate the concern. Reference SSM 44649 for the appropriate seals to use if a leak is found, as well as changing the fluid. If the odor can still be detected after addressing any leaks, the PTU should be replaced as outlined in Workshop Manual (WSM) 308-07B>Removal and Installation>PTU. If the PTU appears to have no fluid in it, the fluid has likely congealed. If this is the case, the PTU has likely sustained internal damage due to the lack of lubrication, and should be replaced for this condition. If the odor is an exhaust type odor, TSB 14-0130 should be performed to address the condition. There does appear to be a slight error in the publication, as instructs you to replace only the Left Air Extractor, but the Labor Operation describes replacing 'Extractors,' which is correct ensure to replace both the Left and Right Air Extractors per step 3 of the procedure, following the remainder of the steps as outlined and re-evaluate the concern.

ADD-ON **03/11/2015 07:15PM STEVEN PERRY MSS - FCSD - TECH SVC HOTLINE**

Article SSM 44649 2007-2015-MULTIPLE VEHICLES EQUIPPED WITH ALL WHEEL DRIVE-PTU JOB AID IN SERVICE TIPS Article TSB 140130 2011-2015 - EXPLORER EXHAUST ODOR IN VEHICLE

CONCER **03/13/2015 03:27PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE**

CHECK HVAC MODULE NO UPDATES AVAILABLE AT LATEST CALIBRATION,CHECK PTU NO LEAKS CHECK FLUID GOOD NO SIGNS OF PREMATURE BREAKDOWN SYSTEM IS FULL ROADTESTED SEVERAL MILES UNABLE TO DUPLICATE CUSTOMERS CONCERN OF FEELING LIGHTHEADED AND NAUSEA WHEN DRIVING ANY OTHER SUGGESTIONS OR DIAGNOSIS CUSTOMER VERY UNHAPPY AND STATES FEELS UNSAFE DRIVING VEHICLE .. THANKS

RECOMM **03/13/2015 04:11PM BRIAN BREISACHER MSS - FCSD - TECH SVC HOTLINE**

RJ, 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 we have exhausted all of our resources and are still unable to resolve 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 **03/13/2015 04:11PM BRIAN BREISACHER MSS - FCSD - TECH SVC HOTLINE**

Escalated because of a lack of technical progress. The customer states that all of the passengers get light headed and experience difficulty breathing after driving the vehicle for about 10 minutes. The dealer has yet to verify any health or odor concerns. The vehicle was inspected with no issues found. The customer is very unhappy with the vehicle and does not feel safe driving the vehicle. Consulted Evan Boyd.

ADD-ON **03/13/2015 04:11PM BRIAN BREISACHER MSS - FCSD - TECH SVC HOTLINE**

Reason For Escalation: Technical Progress

CONCER **03/17/2015 03:40PM NATHANIEL BEAMER MSS - FCSD - TECH SVC**

PE16-008 000405 LC

HOTLINE

Outbound call to dealer; spoke with RJ. The customer has claimed that the vehicle concern has caused lightheadedness and nausea. The dealer has not duplicated this concern.

RECOMM **03/17/2015 03:40PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**

RJ, When you have a concern alleging a fire, accident, injury, property damage and/or burn 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 **03/17/2015 03:40PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**

Refer to OGC.

Requester: ATAYLO29 19-Mar-2015
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: FCVWS962

Copyright ©2013 Ford Motor Company | All rights reserved.

PE16-009 000406 LC

Title

"By Timothy Schafer" - HAVE A VEHICLE THAT WAS DROPPED LAST NIGHT AT THE SHOP. CUSTOMER IS GETTING NAUSEOUS AFTER DRIVING IN THE VEHICLE FOR A PERIOD OF TIME. WE DROVE VEHICLE AND DID NOT GET ANY OF THE SYMPTOMS THE CUSTOMER FELT. FOUND TSB 14-0130 WHICH PERTAINS TO THIS ISSUE BUT NEVER GOT THE VEHICLE TO ACT UP ON US
WE WERE GIVEN THE OK TO DRIVE THE VEHICLE AND MONITOR WITH A CO2 DETECTOR
CUSTOMER IS NOT HAPPY THAT WE HAVE NOT GOTTEN THE VEHICLE TO ACT UP
NEED TO KNOW IF WE SHOULD PERFORM TSB EVEN IF CONCERN WAS NOT DUPLICATED

Regarding [redacted]

File Attachment

File name:

PE16-008 000408 LC

Title Note created on 03/13/2015 08:33 AM by Jeffrey Slone, Default Team: Tier 2 CCT

OBC TO DLR
SPOKE WITH S/M TIM

WAS ADV HAD FINALLY DETECTED ODOR LAST NIGHT

YECH IS DRIVING VEH HOME AND WIL RE-EVALUATE TODAY

CSM SETTING 3-18 F/U

Regarding [redacted]

File Attachment

File name:

FEV2003000410 LC

From: DCPFORM, FMCDealer (.)
Sent: Tuesday, March 17, 2015 5:45:12 PM (UTC-05:00) Eastern Time (US & Canada)
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: TIMSCHAFER7@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: Art Hill Ford Lincoln
Requesting Dealer Fleet: ART HILL
PA Code: 01542
Contact Person: TIM SCHAFER
Title: PARTS AND SRV DIRECTOR
Phone Number: 2197385300
Fax Number: 2197550038
Email: TIMSCHAFER7@GMAIL.COM
Region: CHICAGO
Address: 901 W LINCOLN HWY
City: MERRILLVILLE
State: Indiana
Zip Code: 46410
CUSTOMER VEHICLE INFORMATION:
WSD: 12/18/2014
Vehicle Year: 2015
Vehicle Model: EXPLORER
Vehicle VIN: 1FM5K8D88FG[redacted]
Mileage: 417
customer Fleet
Street Address: [redacted]
City : ST JOHN
State : Indiana
Zip Code : [redacted]
Home Phor
Work Phor
Customer Region: CHICAGO
DETAILS OF INCIDENT:
Medical Attention Sought
Date of Incident: 2015-03-10
County incident occurred: LAKE
Is customer alleging a component defect CAUSED the incident? YES
Details: CUSTOMER AND FAMILY ARE GETTING SICK WHEN DRIVING THE VEHICLE HAS A ODOR WHEN DRIVING VEHICLE CUSTOMER AND FAMILY ARE GETTING NAUSEOUS AFTER THEY HAVE BEEN DRIVING IN VEHICLE
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 901 W LINCOLN HWY MERRILLVILLE,IN 46410
Attorney information:
CVO Contact:
Resolution Customer is seeking: JUST WANTS VEHICLE FIXED OR REPLACED
Comments:

Copyright 2015 Ford Motor Company

[redacted]

[redacted]

COPY

Circuit Court of Williamson County Williamson County Judicial Center 135 4th Ave South Franklin, TN 37064 (615) 790-5454	**STATE OF TENNESSEE** **CIVIL SUMMONS** page 1 of 1	**Case Number:** [redacted]

[redacted] v. FORD MOTOR COMPANY

Served On: FORD MOTOR COMPANY

c/o RA CT Corporation System | 800 S. Gay Street, Suite 2021, Knoxville, TN 37929

You are hereby summoned to defend a civil action filed against you in Circuit Court of Williamson County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiffs' attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: May 12, 2016

Josie Williams
Clerk / Deputy Clerk – Williamson County Circuit Court

Attorney for Plaintiffs: Rhett C. Chandler, Marshall & Associates, PLLC
1316 Clearview Drive, Mt. Juliet, TN 37122

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar ($10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Circuit Court Clerk, Williamson County
Williamson County Judicial Center
135 4th Ave South
Franklin, TN 37064
(615) 790-5454

CERTIFICATION (IF APPLICABLE)

I, _____, Circuit Court Clerk of Williamson County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

_____
Clerk / Deputy Clerk – Williamson County Circuit Court

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: SAMANTHA SUTTON served Ford Motor Company

Date: JUN 15 2016 By: WCSO #0864

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

_____
Notary Public / Deputy Clerk (Comm. Expires _____)

_____
Signature of Plaintiffs

_____
Plaintiffs' Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

If you have a disability & require assistance, please Call 615-790-5428

PE16-008 006417 EC

IN THE CIRCUIT COURT
WILLIAMSON COUNTY, TENNESSEE

FILED
MAY 12 2016
Debbie McMillan Barrett
Circuit Court

[redacted],)
)
Plaintiffs,)
)
v.) No. [redacted]
)
FORD MOTOR COMPANY,)
)
Defendant.)

COMPLAINT

NOW COME the Plaintiffs, [redacted], by and through their attorney, RHETT CHANDLER, and for Plaintiffs' Complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

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

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Tennessee and is engaged in the manufacture, sale and 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 Ford Lincoln of Franklin ("Seller"). Manufacturer does business in all counties of the State of Tennessee, including Williamson County.

BACKGROUND

3. On or about January 6, 2014, Plaintiffs purchased from Seller a 2014 Ford Explorer ("Explorer"), manufactured by Manufacturer, Vehicle Identification No. 1FM5K8F8XEG[redacted]

for valuable consideration (See copy of Plaintiffs' Purchase Contract, attached hereto as Exhibit "A.")

4. The purchase price of the Explorer totaled $48,367.82.

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

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the Explorer, to the public through a system of authorized selling agents of Manufacturer, including Seller.

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

8. Manufacturer's authorized selling agents, including Seller, 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 Seller, are required by Manufacturer to enter into a sale and service agreement with Manufacturer that is reduced to a writing.

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

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer

PE16-008 000419 LC

undertakes at the time of sale the responsibility of repairing its vehicles, including the Explorer, and makes the accompanying promise to repair in consideration for the sale of the Explorer.

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

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

14. The retail price of the Explorer is determined by Manufacturer and not Seller.

15. On or about January 6, 2014, Plaintiffs took possession of the Explorer and shortly thereafter experienced the defects listed below.

16. The defects described below violate the written warranty issued to Plaintiffs by Manufacturer as well as the implied warranty of merchantability.

17. Plaintiffs brought the Explorer to Seller, and/or other authorized service dealers of Manufacturer, for the following defects, which include but are not limited to:

a. Defective electrical system as evidenced by the intermittent illumination of the airbag light, no key detected message coming upon display while driving, SYNC screen going black while driving, navigation and Bluetooth volume either very low or very high and not adjusting, right side passing light on mirror assembly inoperative, rear DVD player not ejecting at times, not responding to commands and DVD getting stuck in player;

b. Defective exhaust system as evidenced by exhaust fume smell upon acceleration on highway;

c. Defective body/trim as evidenced by rattle in the glove box area and center console, black wheel trim on right rear popping out of place, module hanging down from under 3rd row seat right and both 2nd row seats not folding down when hitting button; and

d. Any additional defects, whether or not they are contained on any dealer repair orders.

18. Plaintiffs provided Manufacturer, through Seller and/or other authorized dealers of

PE16-008 000420 LC

Manufacturer, sufficient opportunities to repair the Explorer.

19. Manufacturer, through its authorized dealers, was unable and/or failed to repair the Explorer within a reasonable number of attempts.

20. Plaintiffs justifiably lost confidence in the Explorer's safety and reliability.

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

22. As a result of the defects, Plaintiffs revoked acceptance of the Explorer in writing on November 4, 2015 (See copy of November 4, 2015 correspondence, attached hereto as Exhibit "B").

23. 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.

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

25. The Explorer remains in a defective condition and continues to exhibit the above mentioned defects.

26. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Explorer.

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

27. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

28. 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.

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

30. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

31. 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 and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

32. Plaintiffs' 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 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.

33. Said warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the Explorer to Plaintiffs.

34. Said purchase of Plaintiffs' Explorer was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

35. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Manufacturer's written warranty.

36. As a direct and proximate result of Manufacturer's failure to comply with its written

PE16-008 000422 LC

warranty, Plaintiffs have suffered damages and in Explorer 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. The diminution in value of the Explorer or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
c. Such other and further relief that the Court deems just and appropriate.

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

37. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

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

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

40. 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.

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

PE16-008 000423 LC

42. 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 Explorer contained in the contracts and labels.

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

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. The diminution in value of the Explorer or incurred and/or needed costs of repair and all incidental and consequential damages;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
c. Such other and further relief that the Court deems just and appropriate.

JURY DEMAND

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

Respectfully Submitted,

RHETT C. CHANDLER (#27144)
Attorney for Plaintiffs
Marshall & Associates, PLLC
10574 Lebanon Road
Mt. Juliet, TN 37122
(615) 885-4335

PE16-008 000424 LC

EXHIBIT A

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CAR BUYER'S OFFER AND PURCHASE OPTION CONTRACT — DELIVERY TIME

BUYER	[redacted]	CO-BUYER	[redacted]
ADDRESS	[redacted]	ADDRESS	[redacted]
CITY	BRENTWOOD TN [redacted]	CITY	BRENTWOOD, TN [redacted]
HM PHONE	[redacted]	HM PHONE	[redacted]
WK PHONE	[redacted]	WK PHONE	[redacted]
DL #	[redacted] DOB	[redacted]	DOB [redacted]
EMAIL	[redacted]	EMAIL	
INS CO	STATE FARM	POLICY #	[redacted]

Sales Rep: ZENDELL WILKIE

Stock #: N/A
Deal #: 23727

Sales Mgr: [redacted]

Sales Type: XX ☐ New ☐ Demo ☐ Used ☐ Previously Leased

Year: 2014 Make: FORD TRUCK Model: EXPLORER

Serial #: 1FM5K8F8XEG[redacted]

Mileage: 4 Color: STERLING GRY trim: STONE LTH

WARRANTY DISCLAIMER. ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Description Of Trade-In

Year	Make	Model	Color	Mileage
2008	NISSAN TRU	QUEST	GRAY	69261

Ser. No.: 5R1BV28U68B[redacted]
Stock No.: G840420A
Balance Owed $: N/A

Lienholder:
Address:
Phone #: Acct. #:

Selling Price	48367.82
	N/A
	N/A
	N/A
	N/A
PAINT PROTECTION	599.00
	N/A
Total Including Accessories	48966.82
Less: Trade Allowance	14000.00
Cash Difference	34966.82
Processing Fee*	$ 598.00
BUSINESS TAX	106.09
	N/A
	N/A
Taxable Amount	35671.51
State Sales Tax 7.00 %	2497.36
Local Tax	80.00
[redacted]	N/A
Electronic Filing Fee	N/A
Registration Fees	23.26
	N/A
Trade Payoff(s)	N/A
Sub Total	38272.12
Extended Service Contract	1669.00
Maintenance Contract	N/A
	N/A
	N/A
	N/A
State Sales Tax on Benefits	116.83
Local Tax on Benefits	37.67
Gross Receipts Tax on Benefits	5.01
Cash Balance Due	40100.63
Manufacturer's Rebate(s)	2000.00
Deposit	N/A
Cash Down	10000.00
Unpaid Balance of Cash Price	28100.63

* This fee represents certain administrative overhead expenses such as documents retrieval and document preparation.

BAILMENT AGREEMENT. The undersigned purchaser simultaneously signed a buyer's order or lease agreement for the purchase or lease of the above described vehicle from the above named dealership, and further acknowledges that said vehicle is furnished merely as an accommodation to purchaser, pending, and/or subject to purchaser's credit approval for non-recourse financing or lease by a dealer approved lender or lessor. Except as above stated, purchaser has no interest in or right to the vehicle unless the transaction pursuant to the buyer's order or lease agreement is completed. Purchaser will return the vehicle to the dealer on demand, but in no event later than five days after the date hereof. In the event purchaser fails to return the vehicle within the time agreed upon herein, purchaser agrees to pay all cost of repossession including attorney fees. Purchaser's automobile and liability insurance shall be deemed to be primary coverage.

If any dispute, controversy or claim between the Purchaser and the Dealer, Dealer's officers, agents or employees, or Dealer's surety bonding company arising out of or relating to any aspect of this vehicle purchase transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute in an amicable manner by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser and Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transaction, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be ineligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial by jury for all controversies and claims.

The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

Purchaser's Acknowledgment of Choice of Inspection: (Used Vehicles Only) Purchaser acknowledges that Purchaser has had the used vehicle inspected by a vehicle mechanic of Purchaser's choice or that Purchaser had an opportunity to do so, but chose not to obtain an independent inspection.

Purchasers Acknowledgment of Choice of Inspection: (Used Vehicles Only) Purchaser acknowledges that Purchaser has had the used vehicle inspected by a vehicle mechanic of Purchaser's choice or that Purchaser had an opportunity to do so, but chose not to obtain an independent inspection.

Used Car Buyers Guide. 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.

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) accepted by a responsible bank, finance company or lender and (c) Purchaser and Dealer have signed an installment sales contract.

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 to the written terms of this Order. Purchaser further acknowledges if marked as Previously Leased, the dealer has disclosed the above-referenced vehicle was previously used as a short-term lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle.

IT [redacted] THIS CONTRACT BEFORE YOU SIGN IT. BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS A[redacted]ET FORTH HEREIN AND ACKNOWLEDGES BY SIGNATURE IN CONFIRMATION OF HIS OFFER.

Purchaser: [redacted] Date: 01/06/2014 Sales Representative:

Co-Purchaser: Date: 01/06/2014

DEALSOURCE, INC. 1-800-[redacted]

PE16-008 000426 LC

Case

[redacted]

General Info

Overview

Case Number	[redacted]	Status	Resolved
Priority		Owner	Tier 3 DRP
Expected Resolution Date		Status Reason	Resolved | Closed
Input Channel	Webform		

Close Case

Close Case Info

Resolution Type		Comments	
Closure Type			

Customer Info

Advanced Search

Search On	Contact	Search By	

Customer Name	[redacted]	Caller Type	
Best Contact Method		Use for Reply-To	
Best Daytime Phone		Customer Delegate	
Customer Home Phone		Customer Delegate Phone	
Customer Business Phone		Relationship	
Customer Mobile Phone			
Vehicle Purchase Status			

Current CLP LTV Score

Customer Scores

Loyalty Score		Defector Score	
CLP LTV Score	N/S	Dissat Score	
In-Market		ESP Score	
Likelihood to Service		Service Segments	
Loyalty Segment - Mexico			

Dealer Info

Dealer Info

Dealer Name			
Dealer PA Code		Dealer Service Manager	
Dealer Phone Number		More than one Service Manager	No
Dealer Contact		Service Mgr Phone	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8F8XEG[redacted]	Mileage	
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F55
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 3 DRP
Case Classification Full Path	
Case Classification Level 1	Consumer Intervention
Case Classification Level 2	DRP/BBB
Case Classification Level 3	
Case Classification Level 4	

Classification

Initial Contact Target	11/12/2015 6:06 AM	**Initial Contacted**	No
Case Closure Target		**Initial Contact Date**	

Symptom Code

Symptom Code

Level 1

Level 2

Level 3

Level 4

Miscellaneous Info

Miscellaneous Info

PE16-008 000429 LC

Master Case

Caller Authorization Code 0006384030

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
Closed Case	Case Resolution	Completed	Normal	11/10/2015 3:0...

1 - 1 of 1 (0 selected) Page 1

Notes & Article

Notes

Title:
Ineligible Vehicle ineligible due to mileage
ford preload1 **11/10/2015 6:17 PM**

Article

Article

Admin Info

Admin Info

Created By crmapppool DI **Modified By** crmapppool DI

Created On	11/10/2015 3:06 PM	**Modified On**	11/10/2015 3:06 PM
Begin Date	11/10/2015	**Case Type**	
Title	[redacted]	**Source Created By**	

PE16-008 000431 LC

Case

[redacted]

General Info

Overview

Case Number	[redacted]	Status	Resolved
Priority	Urgent	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved | Closed
Input Channel	Web Portal		

Close Case

Close Case Info

Resolution Type	Addressed	Comments	CUSTOMER PURSUING BB THROUGH BBB
Closure Type	Addressed		

Customer Info

Advanced Search

Search On	Contact	Search By	

Customer Name	[redacted]	Caller Type	
Best Contact Method		Use for Reply-To	
Best Daytime Phone		Customer Delegate	
Customer Home Phone		Customer Delegate Phone	
Customer Business Phone		Relationship	
Customer Mobile Phone			
Vehicle Purchase Status			

Current CLP LTV Score	56

Customer Scores

Loyalty Score	87	Defector Score	
CLP LTV Score	57	Dissat Score	
In-Market	48	ESP Score	
Likelihood to Service		Service Segments	
Loyalty Segment - Mexico			

Dealer Info

Dealer Info

Dealer Name	Ford Lincoln of Franklin		
Dealer PA Code		Dealer Service Manager	
Dealer Phone Number		More than one Service Manager	No
Dealer Contact	Martine Smith	Service Mgr Phone	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8F8XEG[redacted]	Mileage	30,285
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	

Vehicle Specification

PE16-008 000433 LC

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F55
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 2 CCT
Case Classification Full Path	Dealer - Vehicle Concern > CSM Assistance Request > CLP / Lincoln Loyalty Assistance
Case Classification Level 1	Dealer - Vehicle Concern
Case Classification Level 2	CSM Assistance Request
Case Classification Level 3	CLP / Lincoln Loyalty Assistance
Case Classification Level 4	

Classification

Initial Contact Target	7/7/2015 5:00 PM	**Initial Contacted**	No
Case Closure Target	8/17/2015 5:00 PM	**Initial Contact Date**	

Symptom Code

Symptom Code	Driver Aides & Information > Warning Indicators/Messages/Chimes > Airbag readiness > Stays On
Level 1	Driver Aides & Information
Level 2	Warning Indicators/Messages/Chimes
Level 3	Airbag readiness
Level 4	Stays On

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0005659244

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
Case Resolution	Case Resolution	Completed	Normal	8/3/2015 11:34...
Close Case	Close Case	Completed	Normal	8/3/2015 11:34...
went to BBB waiting for ou...	Appointment	Completed	Normal	7/31/2015 9:28...
went to BBB waiting for ou...	Schedule Follow-Up	Completed	Normal	7/31/2015 9:27...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	7/31/2015 9:27...
waiting on info from dlrshp	Appointment	Completed	Normal	7/28/2015 2:06...
waiting on info from dlrshp	Schedule Follow-Up	Completed	Normal	7/28/2015 2:05...
CALL To - 66470	Phone Call	Completed	Normal	7/28/2015 1:59...
Leon ok 1 veh pay and ESP...	Appointment	Completed	Normal	7/22/2015 9:31...
Leon ok 1 veh pay and ESP...	Schedule Follow-Up	Completed	Normal	7/22/2015 9:30...

1 - 10 of 18 (0 selected) Page 1

Notes & Article

Notes

Title: Note created on 08/03/2015 11:34 AM by Frank Olbrich, Default Team: Tier 2 CCT
obc to dlr@ 616-794-4585---csm spoke with asst sm Landon and was adv that this dealer helped out the cust with their p11 FLP funds Closing case
Frank Olbrich 8/3/2015 11:34 AM

PE16-008 000435 LC

Title: Note created on 7/31/2015 9:27 AM by Cory Jordan, Default Team: Tier 2 CCT
IBEM from DLRSHP [redacted] VIN 1FM5K8F8XEG[redacted] This gentlemen is trying to go through the Better Business Bureau for a Buy Back and stated that he does not want to receive the 1 Month Payment or Maintenance plan until that BBB Case has been decided. Can you please periodically keep asking me as I am still waiting to hear about that outcome from him. Thank you so very much!!!
Cory Jordan **7/31/2015 9:27 AM**
Title: Note created on 07/28/2015 02:05 PM by Cory Jordan, Default Team: Tier 2 CCT
OBEM to dlrshp 1FM5K8F8XEG[redacted] CAS-7480583-P8S9J0 Has the Vehicle been repaired? I need a fax or email copy of the customers lease/loan payment with the $$ and VIN on the document before we can process a vehicle payment. If repaired please provide the following: RO LINE DATE
Cory Jordan **7/28/2015 2:05 PM**
Title: Note created on 07/22/2015 09:30 AM by Cory Jordan, Default Team: Tier 2 CCT
OBEM to DLRSHP Martine Smith <mcsmith@fordlincolnoffranklin.com> [redacted] CAS-7480583-P8S9J0 VIN 1FM5K8F8XEG[redacted] Is vehicle repaired? Per Leon, we are offering 1 Veh Payment and a maintenance plan. IF repaired, please provide the following to process P11 Payment and ESP: RO# Line# RO Date $$-
Cory Jordan **7/22/2015 9:30 AM**
Title: Note created on 07/17/2015 09:08 AM by Cory Jordan, Default Team: Tier 2 CCT
Martine- Is the veh repaired? If so, is the customer still seeking veh payment and ESP? If so, Please provide RO#, Line #.
Cory Jordan **7/17/2015 9:08 AM**
Title: Update, Default Team: Tier 2 CCT
IBC from dealer - Spoke to Martine - CSM advised we are not able to repurchase the vehicle - Advised we can offer 1 vehicle payment and a maintenance plan -
Leon Merrow III **7/8/2015 12:32 PM**
Title: Note created on 07/06/2015 03:24 PM by Leon Merrow III, Default Team: Tier 2 CCT
- Email to dealer - Good afternoon, Is the customer still having an issue with the passenger side airbag light coming on? Thank you,
Leon Merrow III **7/6/2015 3:24 PM**
Title:
Danelz_RO_411460_1_30_2015.pdf
CRM Admin Team **7/6/2015 3:09 PM**
Title:
Danelz_RO_421308_6_2_2015.pdf
CRM Admin Team **7/6/2015 3:09 PM**
Title:
"By Martine Smith" - Customer wants to start the review process for a Lemon Law Buy Back. The Vehicle has 30,285 Miles and is currently in the Service Department at Ford Lincoln of Franklin. The Danelz purchased the vehicle at Ford Lincoln 01/06/2015 with 5 miles.
CRM Admin Team **7/6/2015 3:09 PM**
Title:
"By Martine Smith" - Past ROs: 424350-Currently in Shop: CUSTOMER STATES THAT BOTH 2ND ROW SEATS WILL NOT FOLD DOWN WHEN YOU HIT BUTTON--bELIEVE THIS IS DUE TO ANOTHER ELECTRICAL ISSUE ALL TIED TOGETHER 421308-Passenger Side Airbag light is coming on. Body Harness and Seat Harness for right rear seat. 411460-c/s Airbag light comes and goes. Rear Passenger Seat.
CRM Admin Team **7/6/2015 3:09 PM**

Article

Article

Admin Info

Admin Info

Created By	CRM Admin Team	**Modified By**	Frank Olbrich
Created On	7/6/2015 3:09 PM	**Modified On**	8/3/2015 11:34 AM
Begin Date	7/6/2015	**Case Type**	Concern

Title	CAS-7480583-P8S9J0	Source Created By	

Case

[redacted]

General Info

Overview

Case Number	[redacted]	Status	Resolved
Priority	Urgent	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved | Closed
Input Channel	Web Portal		

Close Case

Close Case Info

Resolution Type	Addressed	Comments	
Closure Type	Addressed		

Customer Info

Advanced Search

Search On	Contact	Search By	

Customer Name	[redacted]	Caller Type	
Best Contact Method		Use for Reply-To	
Best Daytime Phone		Customer Delegate	
Customer Home Phone		Customer Delegate Phone	
Customer Business Phone		Relationship	
Customer Mobile Phone			
Vehicle Purchase Status			

Current CLP LTV Score	57

Customer Scores

Loyalty Score	87	Defector Score	
CLP LTV Score	57	Dissat Score	
In-Market	44	ESP Score	
Likelihood to Service		Service Segments	
Loyalty Segment - Mexico			

Dealer Info

Dealer Info

Dealer Name	Ford Lincoln of Franklin		
Dealer PA Code		Dealer Service Manager	
Dealer Phone Number		More than one Service Manager	No
Dealer Contact		Service Mgr Phone	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8F8XEG[redacted]	Mileage	30,183
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	

Vehicle Specification

PE16-008 000439 LC

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F55
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 2 CCT
Case Classification Full Path	Dealer - Vehicle Concern > CSM Assistance Request > CLP / Lincoln Loyalty Assistance
Case Classification Level 1	Dealer - Vehicle Concern
Case Classification Level 2	CSM Assistance Request
Case Classification Level 3	CLP / Lincoln Loyalty Assistance
Case Classification Level 4	

Classification

Initial Contact Target	6/4/2015 5:00 PM	**Initial Contacted**	No
Case Closure Target	7/16/2015 5:00 PM	**Initial Contact Date**	

Symptom Code

Symptom Code	Safe & Secure > Air Bag > 2nd Row / Rear > OTHER
Level 1	Safe & Secure
Level 2	Air Bag
Level 3	2nd Row / Rear
Level 4	OTHER

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0005469646

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
Case Resolution	Case Resolution	Completed	Normal	7/8/2015 12:29...
Close Case	Close Case	Completed	Normal	7/8/2015 12:29...
rental	CLP / Lincoln Loyalty Req...	Completed	Normal	7/7/2015 9:49...
Schedule Follow-Up	Appointment	Completed	Normal	7/2/2015 8:48...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	7/2/2015 8:48...
Schedule Follow-Up	Appointment	Completed	Normal	6/25/2015 12:0...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	6/25/2015 12:0...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	6/25/2015 12:0...
Schedule Follow-Up	Appointment	Completed	Normal	6/19/2015 10:0...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	6/19/2015 10:0...

1 - 10 of 18 (0 selected) Page 1

Notes & Article

Notes

Title: Rental P11, Default Team: Tier 2 CCT
- IBC from dealer - Spoke to Martine - She is ready for a P11 code - P&A 06004 RO 421308 Line 01 Amt $870 P11 M09SJ - Case closed -
Leon Merrow III **7/8/2015 12:28 PM**

Title: Requestor/Approver Comments
rental
SYSTEM **7/7/2015 9:49 AM**
Title: Note created on 07/02/2015 08:48 AM by Leon Merrow III, Default Team: Tier 2 CCT
- Email to dealer - Good morning! Can I get an update on this customer's vehicle please? Thank you,
Leon Merrow III **7/2/2015 8:48 AM**
Title: Note created on 06/25/2015 12:00 PM by Leon Merrow III, Default Team: Tier 2 CCT
- OBC to dealer at 615-794-4585 - Spoke to SA Gina - She stated the vehicle is done with the mechanical work but there are some last minute things to complete -
Leon Merrow III **6/25/2015 12:00 PM**
Title: Note created on 06/19/2015 10:09 AM by Leon Merrow III, Default Team: Tier 2 CCT
- OBC to dealer at 615-794-4585 - Spoke to SA Gina - She stated the vehicle is still being worked on at this time -
Leon Merrow III **6/19/2015 10:08 AM**
Title: Note created on 06/12/2015 11:10 AM by Leon Merrow III, Default Team: Tier 2 CCT
- Email from dealer - - WIRING HARNESS FOR ENTIRE BODY HAS TO COME OUT AND REPLACED - SEAT HARNESS NEEDS TO BE REPLACED - THERE IS A TSB FOR THE EXHAUST SMELL IN THE CABIN, TSB 140130 STILL LOOKING AT SEVERAL DAYS ON THIS REPAIR
Leon Merrow III **6/12/2015 11:10 AM**
Title: Note created on 06/11/2015 01:41 PM by Leon Merrow III, Default Team: Tier 2 CCT
- Email to dealer - Good afternoon! I'm not sure who the advisor is who's working with this customer, but can I get an update on the repairs, please? Thank you,
Leon Merrow III **6/11/2015 1:41 PM**
Title: Note created on 06/03/2015 08:54 AM by Leon Merrow III, Default Team: Tier 2 CCT
INITIAL DEALER CASE REVIEW --CSM Leon, Ext. 77774, reviewed case-- --Year/Model/Engine-------2014 Explorer --WSD-------1/6/2014 --Miles-------30,183 --LTV--------57 - Email to dealer - Good morning! I can cover rental for this customer beginning yesterday, 6/2/15, at $30 per day. Please let me know when the repairs and CLP form are complete so I can provide a P11 code. Thanks,
Leon Merrow III **6/3/2015 8:54 AM**
Title:
"By " - LOANER-HAS REPEAT AIRBAG CONCERN
CRM Admin Team **6/2/2015 6:26 PM**

Article

Article

Admin Info

Admin Info

Created By	CRM Admin Team	**Modified By**	Leon Merrow III
Created On	6/2/2015 6:26 PM	**Modified On**	7/8/2015 12:29 PM
Begin Date	6/2/2015	**Case Type**	Concern
Title	[redacted]	**Source Created By**	

PE16-008 000442 LC

Case

[redacted]

General Info

Overview

Case Number	[redacted]	Status	Resolved
Priority	Urgent	Owner	Tier 2 CCT
Expected Resolution Date		Status Reason	Resolved | Closed
Input Channel	Web Portal		

Close Case

Close Case Info

Resolution Type	Addressed	Comments	
Closure Type	Addressed		

Customer Info

Advanced Search

Search On	Contact	Search By	

Customer Name	[redacted]	Caller Type	
Best Contact Method		Use for Reply-To	
Best Daytime Phone		Customer Delegate	
Customer Home Phone		Customer Delegate Phone	
Customer Business Phone		Relationship	
Customer Mobile Phone			
Vehicle Purchase Status			

PE16-008 000443 LC

Current CLP LTV Score	61

Customer Scores

Loyalty Score	76	Defector Score	
CLP LTV Score	61	Dissat Score	
In-Market	44	ESP Score	
Likelihood to Service		Service Segments	
Loyalty Segment - Mexico			

Dealer Info

Dealer Info

Dealer Name	Ford Lincoln of Franklin		
Dealer PA Code		Dealer Service Manager	
Dealer Phone Number		More than one Service Manager	No
Dealer Contact	Martine Smith	Service Mgr Phone	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8F8XE[redacted]	Mileage	23,507
Warranty Start Date		Mileage Units	Miles
Vehicle Modifications	No	Hours in Service	
Original Selling Dealer		Converted Mileage	
Original Selling PA		Days Out of Service	
		Number of Repairs	

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8F - EXPLORER LTD 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F55
Model / Vehicle Line	EXPLORER		
Body Style	K8F - EXPLORER LTD 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 2 CCT
Case Classification Full Path	Dealer - Vehicle Concern > CSM Assistance Request > CLP / Lincoln Loyalty Assistance
Case Classification Level 1	Dealer - Vehicle Concern
Case Classification Level 2	CSM Assistance Request
Case Classification Level 3	CLP / Lincoln Loyalty Assistance
Case Classification Level 4	

Classification

Initial Contact Target		**Initial Contacted**	No
Case Closure Target	3/16/2015 5:00 PM	**Initial Contact Date**	

Symptom Code

Symptom Code	Driver Aides & Information > Warning Indicators/Messages/Chimes > Airbag readiness > Stays On
Level 1	Driver Aides & Information
Level 2	Warning Indicators/Messages/Chimes
Level 3	Airbag readiness
Level 4	Stays On

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0004099756

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order Number

Chat UID

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created
Case Resolution	Case Resolution	Completed	Normal	2/13/2015 4:58...
Close Case	Close Case	Completed	Normal	2/13/2015 4:58...
CLP Remedy	CLP / Lincoln Loyalty Req...	Completed	Normal	2/13/2015 4:56...
Schedule Follow-Up	Appointment	Completed	Normal	2/13/2015 11:2...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	2/13/2015 11:2...
Christopher Danelz; CAS-5...	E-mail	Completed	Normal	2/13/2015 11:2...
Schedule Follow-Up	Appointment	Completed	Normal	2/6/2015 11:03...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	2/6/2015 11:03...
Schedule Follow-Up	Appointment	Completed	Normal	2/2/2015 8:41...
Schedule Follow-Up	Schedule Follow-Up	Completed	Normal	2/2/2015 8:41...

1 - 10 of 12 (0 selected) Page 1

Notes & Article

Notes

Title: Note created on 02/13/2015 04:58 PM by Leon Merrow III, Default Team: Tier 2 CCT
- IBC from dealer - Spoke to Martine - She stated the customer's vehicle is complete - P&A 06004 RO 411460 Line 02 Amt $300 P11 M032R - Case closed -
Leon Merrow III **2/13/2015 4:58 PM**

Title: Requestor/Approver Comments
Rental Request
SYSTEM 2/13/2015 4:57 PM
Title: Note created on 02/13/2015 11:27 AM by Leon Merrow III, Default Team: Tier 2 CCT
- Email to dealer - Good morning! How are the repairs coming for Mr. [redacted] vehicle? Thanks,
Leon Merrow III 2/13/2015 11:27 AM
Title: Note created on 02/06/2015 11:03 AM by Leon Merrow III, Default Team: Tier 2 CCT
- OBC to dealer at 615-794-4585 - Spoke to Martine - She verified the vehicle is still at the dealer -
Leon Merrow III 2/6/2015 11:03 AM
Title: Note created on 02/02/2015 08:40 AM by Leon Merrow III, Default Team: Tier 2 CCT
INITIAL DEALER CASE REVIEW --CSM Leon, Ext 77774, reviewed case-- --Year/Model/Engine-------2014 Explorer --WSD-------1/6/2014 --Miles-------23507 --LTV--------61 - Email to dealer - Good morning all! I can cover rental for this customer beginning Friday, 1/30/15, at $30 per day. Please let me know when the repairs and CLP form are complete so I can provide a P11 code. Thanks,
Leon Merrow III 2/2/2015 8:40 AM
Title:
"By Martine Smith" - Rental Assistance Request Please. 23507 Miles. CUSTOMER STATES AIRBAG LIGHT COMES AND GOES-WAS ON THE WAY HERE BUT OFF NOW
CSM Admin Team 1/30/2015 5:57 PM

Article

Article

Admin Info

Admin Info

Created By	CRM Admin Team	**Modified By**	Leon Merrow III
Created On	1/30/2015 5:57 PM	**Modified On**	2/13/2015 4:58 PM
Begin Date	1/30/2015	**Case Type**	Concern
Title	[redacted]	**Source Created By**	

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: 3

Report# :	FFCEQ017 NHL			**Received:**	06/03/2015
CCRG/EPRC:	S	**Reviewed Status:**		**Date:**	
Vehicle:	2014,EXPLORER 4X4 (U502) ,LIMITED,4 DOOR ,MPV ,1FM5K8F8XEG[redacted]			**Build Date:**	12/19/2013
Odometer :	30,183	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F55	**Axle:**		**A/C:**	YES
Dealer:	USA 06004 Ford Lincoln of Franklin			**Phone#:**	615-794-4585
City:	Franklin	**State:**	Tennessee	**Country :**	USA

Originator: JOSH DILLON
Symptom: 2 27 4 68 AID/INFO,WNG IND/MESS/C,AIRBAG,STAYS ON
Status:
VFG: V17 ELECTRICAL ASSESSORIES
Additional Symptom: airbag light on B141C-13
Fix: **Causal Component :**
Condition Code:

Hotliner: CWIECK2 **Phone:** **Regn Cd:** C3 Memphis
Engineering: **Phone:** **TAR:**
Dlr Contact: JOSH DILLON **Phone:** **Title Cde:** T

KOEO: B141C:13
KOEC:
KOER:
Comments:

CONCER 06/03/2015 06:05PM

RO#: [redacted]O Date:2015-06-02Warranty Type:New Vehicle Warranty SPW Install Mileage: SPW Install Date: 1. Please describe customers concern. CUSTOMER STATES THE AIR BAG LIGHT IS STILL COMING ON. WILL GO OFF AT TIMES ALSO. 2. Please provide the diagnostic steps that were performed to determine that the assembly needed to be replaced. Please list the pinpoint tests completed and include test results (pressure readings, electrical measurements, etc.). PERFORMED PPT-BQ. AT THIS TIME DTC IS INTERMITTENT. WIGGLE TEST CONNECTOR C3134 WHILE MONITORING DEPLOY_28_R PID AND FOUND AT TIMES THE PID DATA WOULD GET ABOVE 6 OHMS. ALL PIN FIT FEMALE TERMINALS PASS, NO PUSHED OUT PINS FOUND. PREVIOUS DIAGNOSTIC TEST INVOLVED REMOVAL OF SEAT COVER FOR INSPECTION OF CONN. C3645. CIRCUIT TESTING AND PIN FIT PASSED. AFTER RECONNECT OF REAR C3134 LIGHT WAS OUT,NO CODE TILL MORE WIGGLE TESTING DONE AT FEMALE SIDE OF CONNECTOR. WE THEN REMOVED CENTER CONSOLE FOR RCM CONNECTOR TESTING, PIN FIT PASS AND RESISTANCE ON PID DATA WAS OK. REASSY- ROAD TESTED AND WAS OK. CUSTOMER HAS RETURNED APRROX. 4 MONTHS LATER WITH CMDTC B141C-13. 3. Please list part that was root cause of failure: C3134 BODY WIRE HARNESS 4. List major components needed for repair: BODY HARNESSS (14A005) 5. Provide any additional details necessary. Please include any technical information that you feel will help the Hotline process your prior approval request THE ONLY TIME WE SEE THIS CODE SET FOR US IS INTERMITTENTLY DURING WIGGLE TESTING C3134 6. Are there indications of Vehicle or Component Abuse, Modifications, or Lack of Maintenance?
If so please continue to the Warranty Cancellation/Reinstatement Request Form. To get to this form proceed to www.fmcdealer.com and follow these steps:

1. Select Parts and Service tab
2. Select Warranty Administration & Warranty Parts Return from the left navigation menu
3. Select Warranty Cancellation/Reinstatement Request Form (right side of the screen, near the bottom)
4. Complete the form, including photo uploads and details about failure and reason for warranty denial request

PE16-008 000449 LC

No

RECOMM 06/03/2015 06:05PM

Josh, Based on the diagnostics performed and the images provided, you are approved to replace the body and roof wiring assembly 14A005. **IMPORTANT** - This wiring harness may be called back, via the PEARS process, for engineering analysis. Therefore, all components of this wiring harness, including pigtails, connectors, pins, fuses, relays, shields, etc. must be in place when returned to the Warranty Parts Analysis Center. If only a specific component of the harness (connector, pigtail, terminal, etc.) is being used, the rest of the unused harness and the failed component from the vehicle need to be returned. Wiring harness assemblies that are not returned in one of these manners may be subject to chargeback. ECPA Approved* PAAJX

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: DWASHI49 19-Nov-2015

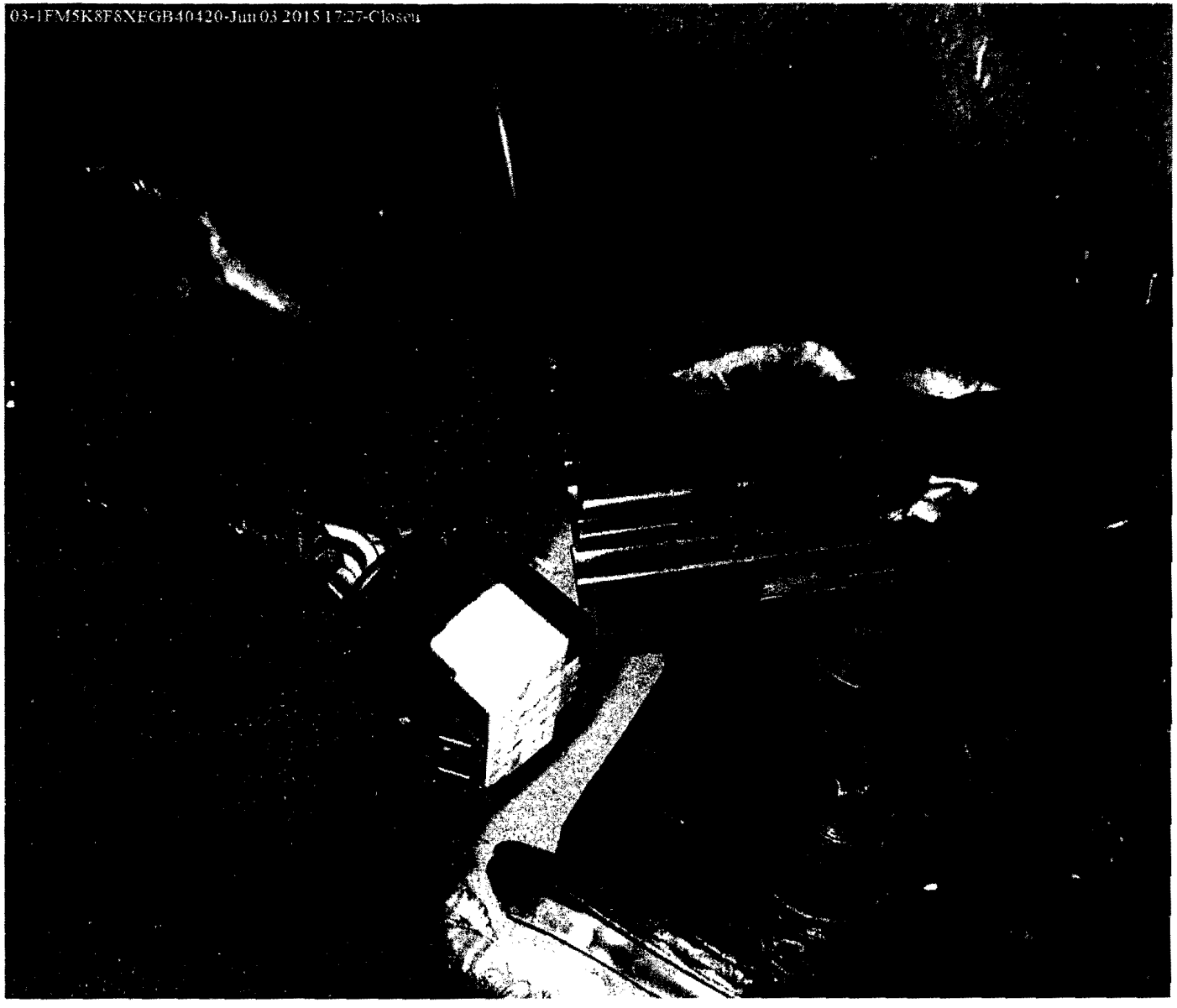
Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCVWS962

Copyright ©2013 Ford Motor Company | All rights reserved.

Report Number:FFCEQ017

Print Close

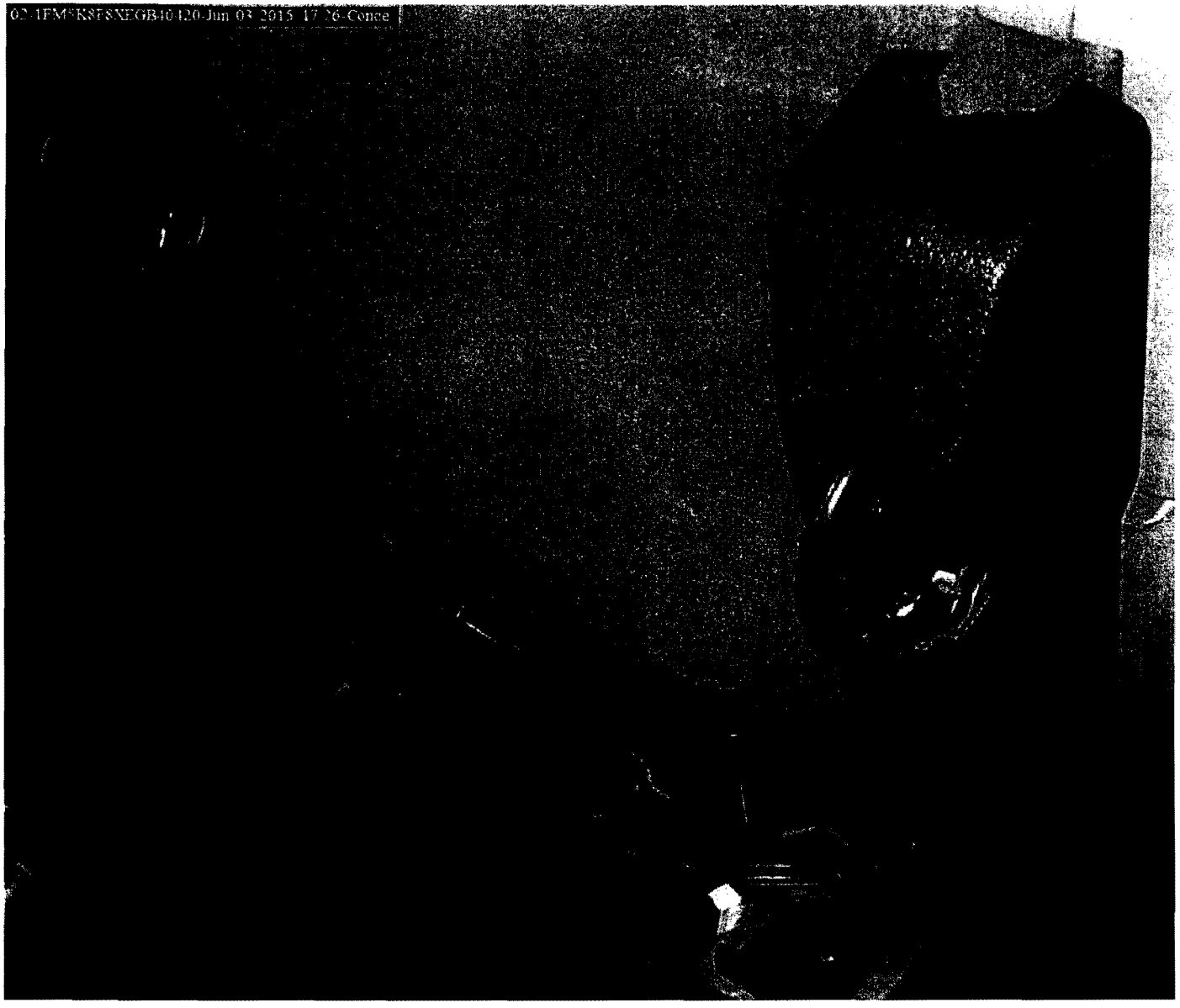


PE16-008 000451 LC

PE16-008 000452 LC

Report Number:FFCEQ017

Print Close



RE16-008 000453 LC

PE16-008 000454 LC

PE16-008 000455 LC

BBB AUTO LINE

November 10, 2015

MR [redacted] C/O GREGORY MOSS ESQ
10 N DEARBORN STREET 3RD FLOOR
CHICAGO IL 60602

Re: FRD1531764 Danelz vs Ford Motor Corporation 1FM5K8F8XEG[redacted]

Dear Mr.. [redacted] C/O Gregory Moss, Esq:

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, after carefully reviewing your claim and the program eligibility standards set out in the *Program Summary*, I have determined that your vehicle exceeds the mileage requirement for filing with the BBB AUTO LINE program.

I regret we will not be able to help you.

Sincerely,

Edith Newton at Extension 512

CC: Joseph Schmidt

WRTGC

[redacted]

November 9, 2015

VIA FACSIMILE: 703-247-9700
Council of Better Business Bureau, Inc.
Attn: Juan Herrera
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

RE: [redacted] Ford Motor Company (TN)

Dear Mr. Herrera:

Please find enclosed the corresponding documents for the above referenced case. We are requesting a documents-only hearing (fax: 866-289-0898). Our clients' written position has been stated in this initial application. Our clients request a refund or replacement under the TN Lemon Law and/or the Magnuson-Moss Act based on defects in the vehicle.

Please send notices by FAX ONLY. Thank you for your cooperation in this matter.

11 10 15

Valerie Kaufman
Paralegal
Krohn & Moss, Ltd
10 N. Dearborn St.
3rd Floor
Chicago, IL 60602
(312) 578-9428 Ext 206
e-mail: vkaufman@consumerlawcenter.com
web: www.krohnandmoss.com

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

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 [redacted]			
Mailing address: c/o Greg Moss, Esq.; Krohn & Moss, Ltd.; 10 North Dearborn, 3rd Floor			
City: Chicago		State: IL	Zip code: [redacted]
Day phone: [redacted]	Evening phone: [redacted]		Cell phone:
Fax: 866-289-0898	E-mail address: gmoss@consumerlawcenter.com		

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Explorer	Year: 2014	Current mileage: 39,661
Name(s) that appears on the vehicle title: [redacted]			
Selling dealer/city/state: Ford Lincoln of Franklin / Franklin / TN			
Primary Servicing dealer/city/state: same			
Acquired as ☒ new ☐ used ☐ demo ☐ leased	Is the vehicle in your possession? ☒ yes ☐ no		
Purchase/lease date: 1/6/14	Mileage at purchase/lease: 4		
First repair attempt date: 4/25/14	First repair attempt mileage: 6,492		
How often is the vehicle used for business purposes (percentage): -0- %	Number of vehicles owned or leased by the business: -0-	Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no		Date of accident: N/A	
Description of damage: N/A			

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

VIN: 1FM5K8F8XEGB[redacted] / Refund plus attorney's fees and costs.

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

VEHICLE INDENTIFICATION NUMBER

Lienholder/Leasing Company Huntington National Bank **Phone Number**

Account Number [redacted]

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

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
PLEASE	SEE		ATTACHED	

Total days out of service for all problems: _____

Signature of Titled Owner(s) [redacted] Date 11/5/15
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
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

Date of Repair	Mileage	Description of Problem/Repair	Defects
4/25/2014	6,492	Lube, oil and filter service	Service
		Inspect brakes	Brakes
		Inspect tires	Tires
		Test battery	Electrical
9/5/2014	14,345	Basic maintenance plan	Service
		Inspect brakes	Brakes
		Inspect tires	Tires
		Test battery	Electrical
1/16/2015	22,365	Lube, oil and filter service	Service
		Inspect brakes	Brakes
		Inspect tires	Tires
		Test battery	Electrical
01/30/15-02/06/15	23,507	Airbag light comes and goes was on the way here but off now	Electrical
		Inspect brakes	Brakes
		Inspect tires Test battery	Tires Electrical
06/02/15-06/26/15	30,183	Pass side airbag light is still coming on does go off at times but it is on 90% of the time	Electrical
		No key detected comes upon display while driving	Electrical
		Sync screen just goes black while driving. If you pull over and shut off. It usually comes back on. When it does work. The voice for navigation is	Electrical

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		either very low or very high in volume	
		Upon accel on highway. You can smell exhaust fumes inside car	Transmission
		Basic maintenance plan	Service
		Right rear dvd player does not eject at times. Will not respond to commands. DVD was stuck in player for over week before she could get it out	Electrical
		Throttle body cleaning and injector flush service	Service
		Inspect brakes	Brakes
		Inspect tires	Tires
		Test battery	Electrical
07/06/15-07/08/15	30,285	Both 2nd row seats will not fold down when you hit button	Electrical
		Both rear seats have grease all over the seat backs	Body/Trim
		The glove box area now has a rattle since last repair	Body/Trim
		Center console now has a rattle since picking car up	Body/Trim
		Black wheel trim on right rear is popping out of place. Trim on outside of wheel well on body	Body/Trim
		Inspect brakes	Brakes
		Inspect tires Test battery	Tires Electrical
7/9/2015	30,633	There is a module of some sort hanging down from under 3rd row seat	Body/Trim
9/22/2015	36,490	Basic maintenance plan	Service

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		Module under third row seat fell down again. We have put back in place before	Body/Trim
		Air bag light did come on one time since last repair.	Electrical
		Tried folding third row seat with buttons the right side would not fold down. Only happened one time	Body/Trim
		Right side passing light on mirror assembly did not work one time. Working now	Body/Trim
		At times the navigation is very loud or very soft adjusted volume does not help Bluetooth has same issue	Electrical
		Inspect brakes	Brakes
		Inspect tires Test battery	Tires Electrical
10/14/2015	38,036	Airbag light was back on yesterday and this AM. Shut off this AM after turning car off Inspect tires	Electrical Tires
		Test battery	Electrical
10/30/2015	39,166	Airbag light on	Electrical

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR: GINA	114777	4365	10/30/15	F[redacted]
LABOR RATE	LICENSE NO	MILEAGE 39,166	OWNER STERLING GR	G[redacted]
14/FORD TRUCK/EXPLORER/4DR LIMITED 4			01/06/14	DRIVE TRAIN 4
VEHICLE ID NO 1FM5K8F8XEG[redacted]			10	PROD. CONDATE 12/19/13
P.O. NO	P.O. DATE		10/30/15	
FMMI ADDRESS				MO: 39167

JOB# 1 CHARGES

LABOR

J# 1 18F0Z06 BODY ELEC CONCERN TECH(S):109263 INTERNAL

AIRBAG LIGHT ON
DTC B141C-13 SECOND ROW PASS.INFLATABLE SEATBELT
DEPLOYMENT CONTROL-CIRCUIT OPEN-HIGH RESISTANCE
FOUND PID DATA FOR RCM DEPLOY-28-R AT 4.75 OHMS
WHEN OPEN RT. REAR DOOR AND PUSH ON SEAT BACK
THE PID DATA CHANGED TO 2.70 OHMS. WIGGLE TEST HARNESS
AND WASN'T ABLE TO CHANGE RESISTANCE AT THIS TIME.
TSB 15-0113 FOR THIS CODE CONCERN IS AVAILABLE NOW.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

COMMENTS
WAITING

TECHNICIAN CERTIFICATION
109263 RUDY 109263

TOTALS

Thank you for choosing Ford[redacted]
for your automoti[redacted]
Our goal is your [redacted]

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**

Were you completely satisfied with your service today? Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

WHOLESALE DEALER FORMS 1-[redacted]

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 11:48am

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CUSTOMER NO [redacted] CELL [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR	TAG NO	INVOICE DATE
GINA	114777 4287	10/14/15

LABOR RATE	LICENSE NO	MILEAGE	COLOR
		38,036	STERLING GR

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
14/FORD TRUCK/EXPLORER/4DR LIMITED 4	01/06/14	4

VEHICLE ID NO	SELLING DEALER NO	PRODUCTION DATE
1FM5K8F8XEG[redacted]	10	12/19/13

FTL NO	P.O. NO	R.O. DATE
		10/14/15

EMAIL ADDRESS COMMENTS

MO: 38036

JOB# 1 CHARGES

LABOR
J# 1 18FOZ06 BODY ELEC CONCERN TECH(S):73426 WARRANTY
AIRBAG LIGHT WAS BACK ON YESTERDAY AND THIS AM. SHUT OFF
THIS AM AFTER TURNING CAR OFF-CHECK/ADVISE
TEST DROVE TO VERIFY CONCERN. WAS UNABLE TO DUPLICATE.
RAN SELF TESTS ON BOTH THE RCM AND OCSM. BOTH PASSED.
SYSTEM IS WORKING PROPERLY AT THIS TIME.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+86FOZGTIRE GREEN Tire Tread TECH(S):73426 0.00
ATW
TIRES ARE GOOD AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+86FOZGBATT GREEN B[redacted] TECH(S):73426 0.00
ATW
BATTERY CHECK

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
J# 4+00FOZ99P MULTI-POINT INSP. TECH(S):73426 0.00
PERFORM MULTI-POINT INSPECTION
TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

COMMENTS
WAITING

TECHNICIAN CERTIFICATION
73426 JOSH DILLON 73426

WHOLESALE DEALER PRINTING

PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 09:19am

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO. [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR: GINA	TAG NO.: 4287	INVOICE DATE: 10/14/15	
LABOR RATE:	LICENSE NO.: 114777	MILEAGE: 38,036	COLOR: STERLING GR
YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE: 01/06/14	DELIVERY MILES: 4
VEHICLE I.D. NO.: 1FM5K8F8XEG [redacted]		SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
F.T.C. NO:	M.O. NO:	R.O. DATE: 10/14/15	
E-MAIL ADDRESS:	COMMENTS:		MO: 38036

TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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**

Were you completely satisfied with your service today?
Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

LINCOLN

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PAGE 2 OF 2 (TOMER COPY [END OF INVOICE] 09.18am (

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Ford Lincoln of Franklin Inspection

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: GINA

Vehicle Year/Model: 14 FORD TRUCK EXPLORER
VIN: 1FM5K8F8XE[redacted]
Technician: JOSH DILLON

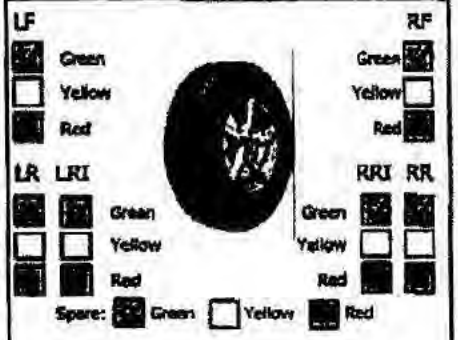
Date/Time: 10/14/2015 09:18:31
Odometer: 38036
RO: [redacted] Tag: 4287

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red	Serviced	
■		■		Washer fluid
■		■		Transmission fluid
■		■		Brake fluid
■		■		Power steering fluid
■		■		Coolant
■		■		Engine oil
■		■		4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)
■	☐	■		Operation of horn,interior lights, exterior lights(turn,hazard,brake)
■	☐	■		Windshield washer spray, wiper operation, and wiper blades
■	☐	■		Windshield for cracks, chips and pitting
■	☐	■		Check radiator, radiator hoses and heater hoses for leaks and/or damage.
■	☐	■		Engine air cleaner
■	☐	■		Oil and/or fluid leaks
■	☐	■		Constant velocity (CV) drive boots (if equipped)
■	☐	■		Exhaust system (leaks, damage, loose parts)
■	☐	■		Steering and steering linkage
■	☐	■		Shocks/struts and other suspension components for leaks and/or damage
■	☐	■		Accessory drive belts, serpentine belt, idler/s and tensioner
■	☐	■		Brake system (lines, hoses and parking)
■	☐	■		Engine coolant condition
■	☐	■		Inspect drive shaft, u-joints and transmission linkage (if equipped) and lubricate (as needed)
■	☐	■		Rotate tires
■	☐	■		Inspect cabin air filter (if equipped)
■	☐	■	☐	Inspect ball joints
■	☐	■	☐	Inspect tie rod ends
■	☐	■	☐	Inspect wheel bearings
■	☐	■	☐	Inspect a/c hoses for damage or leaks
■	☐	■	☐	Inspect engine mounts (RF/LF, torque strut) and transmission mount(s)
■	☐	■	☐	Additional items found needing correction
■	☐	■	☐	Multi-point Inspection



3MM-5MM REMAINING



4/32" to 6/32"





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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL [redacted]

CUSTOMER NO. [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR	TAG NO.	INVOICE DATE
GINA 114777	1300	09/22/15

LABOR RATE	LICENSE NO	MILEAGE	COLOR
		36,490	STERLING GR

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
14/FORD TRUCK/EXPLORER/4DR LIMITED 4	01/06/14	4

VEHICLE I.D. NO	SELLING DEALER NO	PRODUCTION DATE
1 F M 5 K 8 F 8 X E G [redacted]	10	12/19/13

F.T.E. NO	P.O. NO	R.O. DATE
		09/22/15

EMAIL ADDRESS [redacted] COMMENTS MO: 36490

JOB# 1 CHARGES

LABOR

J# 1 00F0203 *WORKS PACKAGE TECH(S):73426 16.47

BASIC MAINTENANCE PLAN
-MOTORCRAFT OIL & FILTER SERVICE
-TOP OFF ALL FLUIDS
-INSPECT BATTERY & CABLE ENDS
-CHECK TIRE WEAR & CONDITION
-INSPECT BRAKE LINING (DISC BRAKES ONLY)
-INSPECT BELTS & HOSES
-INSPECT AIR INTAKE & CABIN FILTERS
-ROTATE & INSPECT 4 TIRES
TECHNICIAN REPORTS:
CHANGED OIL AND FILTER
ROTATED TIRES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S812	FILTER ASY - OIL 51	5.30	5.30
	6	XO-5W20-BSP	MOTORCRAFT SAE 5W-2	3.03	18.18
			TOTAL - PARTS		23.48

JOB# 1 TOTALS

LABOR	16.47
PARTS	23.48
PREFIX FOCS JOB# 1 TOTAL	39.95

JOB# 2 CHARGES

LABOR

J# 2 33F0Z01 Trim-Body TECH(S):73426 INTERNAL

CUSTOMER STATES THAT MODULE UNDER THIRD ROW SEAT FELL DOWN AGAIN. WE HAVE PUT BACK IN PLACE BEFORE
TECHNICIAN REPORTS:
REINSTALLED THE MODULE UNDER THE THIRD ROW SEATS.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 18F0Z06 BODY ELEC CONCERN TECH(S):73426 0.00

CUSTOMER STATES THAT AIRBAG LIGHT DID COME ON ONE TIME SINCE LAST REPAIR. JUST SCAN AND ADVISE
TEST DROVE TO VERIFY CONCERN. WAS UNABLE TO DUPLICATE.
RAN SELF TEST ON RCM. NO DTC'S STORED. NPF

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR GINA 114777	TAG NO. 1300	INVOICE DATE 09/22/15
[redacted] BRENTWOOD, TN [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 36,490	COLOR STERLING GR
	YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	DELIVERY SVC 4
	VEHICLE ID NO. 1FM5K8F8XEG [redacted]		SELLING DEALER NO. 10	PRODUCTION DATE 12/19/13
	RTE NO	P.O. NO	R.O. DATE 09/22/15	
	EMAIL ADDRESS	COMMENTS		MO: 36490

LABOR----------
J# 4 18FOZ07 BODY ELEC CONCERN TECH(S):73426 0.00
CUSTOMER TRIED FOLDING THIRD ROW SEAT WITH BUTTONS. THE
RIGHT SIDE WOULD NOT FOLD DOWN. ONLY HAPPENNED ONE TIME
TESTED REAR FOLDING SEATS TO VERIFY CONCERN. WAS UNABLE TO
DUPLICATE. MPF

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5 18FOZ Body Elect Diag I TECH(S):73426 0.00
CUSTOMER STATES THAT RIGHT SIDE PASSING LIGHT ON MIRROR
ASSEMBLY DID NOT WORK ONE TIME. WORKING NOW
TEST DROVE TO VERIFY CONCERN. WAS UNABLE TO DUPLICATE.
RAN SELF TEST. NO CODES STORED. MPF

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6 18FOZ01 Body Elect[illegible] TECH(S):73426 0.00
CUSTOMER STATES [illegible]ON IS VERY LOUD
OR VERY SOFT [illegible]P BLUETOOTH
HAS SAME ISSUE [illegible]
TESTED THE NAV[illegible]N. WAS UNABLE
TO DUPLICATE. THE [illegible] PROPERLY.

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------
J# 7+86FOZGBK GREEN Brake Lining TECH(S):73426 0.00
ATW
BRAKES ARE GOOD AT THIS TIME

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES----------

LABOR----------
J# 8+86FOZGTIRE GREEN Tire Tread TECH(S):73426 0.00
ATW
TIRES ARE GOOD AT THIS TIME

JOB# 8 TOTALS----------

JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO	INVOICE DATE
[redacted]	GINA 114777	1300	09/22/15
[redacted]	LABOR RATE / LICENSE NO / MILEAGE: 36,490		COUNT: STERLING GR
BRENTWOOD, TN [redacted]	YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE: 01/06/14
[redacted]	VEHICLE I.D. NO: 1FM5K8F8XEG[redacted]	SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
	FTE NO / P.O. NO	R.O. DATE: 09/22/15	
	EMAIL ADDRESS	COMMENTS	MO: 36490

JOB# 9 CHARGES----------

LABOR----------

J# 9+86FOZGBATT GREEN Battery Charge TECH(S):73426 0.00

ATW

BATTERY CHECKS GOOD AT THIS TIME.

JOB# 9 TOTALS----------

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

JOB# 10 CHARGES----------

LABOR----------

J#10+00FOZ99P MULTI-POINT INSP. TECH(S):73426 0.00

PERFORM MULTI-POINT INSPECTION

TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:

PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 10 TOTALS----------

JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 0.00

MISC----CODE----DESCRIPTION----CONTROL NO----		
JOB # A SSUPP ENVIORMENTAL IMPACT FEE		2.75
	TOTAL - MISC	2.75

COMMENTS----------

TECHNICIAN CERTIFICATION----------

73426 73426

TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

TOTAL LABOR....	16.47
TOTAL PARTS....	23.48
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	2.75
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.96
TOTAL INVOICE $	46.66

Were you completely satisfied with your service today?
Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE] 09:34am

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Ford Lincoln of Franklin Inspection

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: GINA

Vehicle Year/Model: 14 FORD TRUCK EXPLORER
VIN: 1FM5K8F8XE[redacted]
Technician: JOSH DILLON

Date/Time: 09/22/2015 09:33:34
Odometer: 36490
RO: [redacted] Tag: 1300

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red	Serviced	
☒		■		Washer fluid
☒		■		Transmission fluid
☒		■		Brake fluid
☒		■		Power steering fluid
☒		■		Coolant
☒		■		Engine oil
☒		■		4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)
☒	☐	■		Operation of horn,interior lights, exterior lights(turn,hazard,brake)
☒	☐	■		Windshield washer spray, wiper operation, and wiper blades
☒	☐	■		Windshield for cracks, chips and pitting
☒	☐	■		Check radiator, radiator hoses and heater hoses for leaks and/or damage.
☒	☐	■		Engine air cleaner
☒	☐	■		Oil and/or fluid leaks
☒	☐	■		Constant velocity (CV) drive boots (if equipped)
☒	☐	■		Exhaust system (leaks, damage, loose parts)
☒	☐	■		Steering and steering linkage
☒	☐	■		Shocks/struts and other suspension components for leaks and/or damage
☒	☐	■		Accessory drive belts, serpentine belt. idler/s and tensioner
☒	☐	■		Brake system (lines, hoses and parking)
☒	☐	■		Engine coolant condition
☒	☐	■		Inspect drive shaft, u-joints and transmission linkage (if equipped) and lubricate (as needed)
☒	☐	■		Rotate tires
☒	☐	■		Inspect cabin air filter (if equipped)
☒	☐	■	☐	Inspect ball joints
☒	☐	■	☐	Inspect tie rod ends
☒	☐	■	☐	Inspect wheel bearings
☒	☐	■	☐	Inspect a/c hoses for damage or leaks
☒	☐	■	☐	Inspect engine mounts (RF/LF, torque strut) and transmission mount(s)
☒	☐	■	☐	Additional items found needing correction
☒	☐	■	☐	Multi-point Inspection

[redacted]

LF: ☒ Green ☐ Yellow ■ Red
RF: ☒ Green ☐ Yellow ■ Red



LR: ☒ Green ☐ Yellow ■ Red
RR: ☒ Green ☐ Yellow ■ Red

☐ Inspection Not Taken

[redacted]

2MM-5MM REMAINING

[redacted]

LF: ■ Green ☐ Yellow ■ Red
RF: ☒ Green ☐ Yellow ■ Red



LR: ☒ Green ☐ Yellow ■ Red
LRI: ☒ Green ☐ Yellow ■ Red
RRI: ☒ Green ☐ Yellow ■ Red
RR: ☒ Green ☐ Yellow ■ Red

Spare: ☒ Green ☐ Yellow ■ Red

[redacted]

4/32" to 6/32"

[redacted]



☒ Good
☐ Fair
■ Bad

Actual Cold Cranking Amps
Factory Cold Cranking Amps

[redacted]



☒ Good
☐ Fair
■ Bad

Actual Cold Cranking Amps
Factory Cold Cranking Amps

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER [redacted]
[redacted]
BRENTWOOD, TN [redacted]
[redacted]

ADVISOR: GINA 114777	TAG NO: 2.		INVOICE DATE: 07/09/15
LABOR RATE	LICENSE NO	MILEAGE: 30,633	COLOR: STERLING GR
YEAR/MAKE/MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			DELIVERY DATE: 01/06/14
VEHICLE ID NO: 1FM5K8F8XEG [redacted]		SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
FTE NO	P.O. NO	R.O. DATE: 07/09/15	
EMAIL ADDRESS	COMMENTS		MO: 30633

JOB# 1 CHANGES----------

LABOR----------

J# 1 33FDZ06 INT TRIM CONCERN TECH(S):109263 INTERNAL
CUSTOMER STATES THAT THERE IS A MODULE OF SOME SORT HANGING
DOWN FROM UNDER 3RD ROW SEAT
REINSTALLED REAR FOLDING SEAT MODULE

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION----------
109263 RUDY 109263

TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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

Were you completely satisfied with [redacted] today?
Yes or No
Did your service advisor [redacted] No
Do we have your correct email address [redacted]

CUSTOMER SIGNATURE

WHOLESALE DEALER PRINTING - (615) 591-6437

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 05:06pm

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FORD • LINCOLN OF Franklin

Selection, Savings and Your Satisfaction.

Martine Smith
1129 Murfreesboro Road
Franklin, TN 37064

July 9, 2015

[redacted]
Brentwood, TN [redacted]

Re: Notice of Mileage Correction

Dear Mr. [redacted]

You are hereby notified that the mileage was entered incorrectly on Repair Order Number [redacted] our 2014 Ford Explorer, Vehicle Identification Number 1FM5K8F8XEG[redacted], was seen at Ford Lincoln of Franklin on July 6, 2015 and arrived with 30,285 miles and went back into your procession with 30,555 Miles not 30,352 as the Repair Order states.

Please keep this letter as documentation of the correct mileage of your vehicle.

Sincerely,

Martine Smith
Customer Relations and Facility Manager

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CUSTOMER NO [redacted] | ADVISOR GINA 114777 | TAG NO 4456 | INVOICE DATE 07/08/15 | CELL [redacted]

[redacted] | LABOR RATE | LICENSE NO | M LEAGE 30,285 | COLOR STERLING GR

BRENTWOOD, TN [redacted] | YEAR MAKE MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4 | DELIVERY DATE 01/06/14 | DELIVERY MILES 4

[redacted] | VEHICLE ID NO 1FM5K8F8XEG[redacted] | SELLING DEALER NO 10 | PRODUCTION DATE 12/19/13

P T E NO | P O NO | R O DATE 07/06/15

EMAIL ADDRESS | COMMENTS MO: 30352

JOB# 1 CHARGES

LABOR

J# 1 37FOZ02 Rental Car TECH(S):73426 INTERNAL

FORD MOTOR COMPANY - TRANSPORTATION ASSISTANCE PROGRAM
GOODWILL ASSIST WARRANTY CUSTOMER RENTAL VEHICLE
MAXIMUM OF $28.00 PER DAY
ALL TAP RENTALS MUST HAVE PRIOR AUTHORIZATION
SERVICE ADVISOR AUTHORIZATION MAXIMUM 2 DAYS
SERVICE MANAGER MUST AUTHORIZE ADDITIONAL RENTAL DAYS
RENTAL AS PER TAP GUIDELINES

SUBLET PO# VEND INV#-INV.DATE-DESCRIPTION

406891 LOANER INTERNAL

TOTAL - SUBLET 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 18FOZ06 BODY ELEC CONCERN TECH(S):73426 WARRANTY

CUSTOMER STATES THAT BOTH 2ND ROW SEATS WILL NOT FOLD DOWN
WHEN YOU HIT BUTTON.
TESTED THE 2ND ROW [illegible] SEATS TO VERIFY CONCERN.
FOUND THAT THE [illegible] SWITCHES HAD LOOSE
CONNECTION. RE[illegible] GREASE. RETEST.
PASSED.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 33FOZ06 INT TRIM CONCERN TECH(S):73426 INTERNAL

BOTH REAR SEATS HAVE GREASE ALL OVER THE SEAT BACKS
CLEANED OFF ALL GREASE FROM SEATS.

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 33FOZ Trim-Body Inter I TECH(S):73426 WARRANTY

CUTOMER STATES THAT GLOVE BOX AREA NOW HAS A RATTLE
SICE LAST REPAIR
TECHNICIAN REPORTS:
TEST DRIVE TO VERIFY CONCERN. REMOVED GLOVE BOX. ADDED LUBE
TO BOTTON HINGES/RETAINERS AND ADDED FELT AROUND THE LATCH.
RETEST. PASSED.

WHOLESALE DEALER PRINTING

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FORD LINCOLN OF FRANKLIN.

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE
[redacted]	GINA 114777	4456	07/08/15

LABOR RATE	LICENSE NO.	MILEAGE	COLOR
		30,285	STERLING GR

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
14/FORD TRUCK/EXPLORER/4DR LIMITED 4	01/06/14	4

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1FM5K8F8XEG[redacted]	10	12/19/13

P.T.E. NO.	P.O. NO.	R.O. DATE
		07/06/15

EMAIL ADDRESS	COMMENTS
	MO: 30352

[redacted]
BRENTWOOD, TN [redacted]
[redacted]

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 33F0Z01 Trim-Body Inter II TECH(S):73426 WARRANTY
CUSTOMER STATES THAT CENTER CONSILE NOW HAS A RATTLE SINCE PICKING CAR UP
TECHNICIAN REPORTS:
TEST DROVE TO VERIFTY CONCERN. RESECURED CONNECTOR AND CONNECTOR RETAINER. RETEST. PASSED.

JOB#. 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

J# 6 34F0Z02 Trim-Body Ext III TECH(S):73426 WARRANTY
CUSTOMER STATES THAT BLACK WHEEL WELL TRIM ON RIGHT REAR IS POPPING OUT OF PLACE. TRIM ON OUTSIDE OF WHEEL WELL ON BODY
TECHNICIAN REPORTS:
RESECURED TRIM

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------

J# 7+36F0Z Wash Vac & Windows TECH(S):75398 INTERNAL
HAND WASH EXTERIOR AND VACUUM INTERIOR

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES----------

LABOR----------

J# 8+86F0ZGBK GREEN Brake Lining TECH(S):73426 0.00
ATW
BRAKES ARE GOOD AT THIS TIME

JOB# 8 TOTALS----------

JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

JOB# 9 CHARGES----------

LABOR----------

J# 9+86F0ZGTIRE GREEN Tire Tread TECH(S):73426 0.00
ATW
TIRES ARE GOOD AT THIS TIME

WHOLESALE DEALER PAPERS - WHITE AND CANARY

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 11:23am

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL [redacted]

CUSTOMER NO. [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR	TAG NO	INVOICE DATE
GINA 114777	4456	07/08/15
LABOR RATE	LICENSE NO	MILEAGE / COLOR
		30,285 STERLING GR
YEAR / MAKE / MODEL		DELIVERY DATE / DELIVERY MILES
14/FORD TRUCK/EXPLORER/4DR LIMITED 4		01/06/14 4
VEHICLE I.D. NO	SELLING DEALER NO.	PRODUCTION DATE
1 F M 5 K 8 F 8 X E G [redacted]	0	12/19/13
P.I.I. NO	P.O. NO	R.O. DATE
		07/06/15
E-MAIL ADDRESS	COMMENTS	
		MO: 30352

JOB# 9 TOTALS----------

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

JOB# 10 CHARGES----------

LABOR----------

J#10+86F0ZGBATT GREEN Battery Charge TECH(S):73426 0.00
ATW
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 10 TOTALS----------

JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 0.00

JOB# 11 CHARGES----------

LABOR----------

J#11+00F0299P MULTI-POINT INSP. TECH(S):73426 0.00
PERFORM MULTI-POINT INSPECTION
. TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:
. PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.

JOB# 11 TOTALS----------

JOB# 11 JOURNAL PREFIX FOCS JOB# 11 TOTAL 0.00

JOB# 12 CHARGES----------

LABOR----------

J#12+37F0Z88 Q/C I[illegible] TECH(S):109263 .00
PERFORM QUALI[illegible]
ROAD TESTED/INS[illegible] REPAIRS
INSPECTION COMPLETED

JOB# 12 TOTALS----------

JOB# 12 JOURNAL PREFIX FOCS JOB# 12 TOTAL 0.00

COMMENTS----------
678-427-5463

TECHNICIAN CERTIFICATION----------

73426	JOSH DILLON	73426
75398	SERVICE TECHNICIAN	75398
109263	RUDY	109263

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR: GINA	114777	TAG NO: 4456	INVOICE DATE: 07/08/15	
LABOR RATE	LICENSE NO	MILEAGE: 30,285	COLOR: STERLING GR	
YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			DELIVERY DATE: 01/06/14	DELIVERY MILES: 4
VEHICLE ID NO: 1FM5K8F8XEG[redacted]			SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
F T E NO	P O NO		R O DATE: 07/06/15	
EMAIL ADDRESS		COMMENTS		MO: 30352

TOTALS

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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**

Were you completely satisfied with your service today?
Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

LINCOLN

CUSTOMER COPY

[END OF INVOICE] 11:23am

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Ford Lincoln of Franklin Inspection

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: GINA

Vehicle Year/Model: 14 FORD TRUCK EXPLOREF
VIN: 1FM5K8F8XEG[redacted]
Technician: JOSH DILLON

Date/Time: 07/08/2015 11:22:38
Odometer: 30285
RO: [redacted] Tag: 4456

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red		Serviced
☑		■	Washer fluid	
☑		■	Transmission fluid	
☑		■	Brake fluid	
☑		■	Power steering fluid	
☑		■	Coolant	
☑		■	Engine oil	
☑		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)	
☑	☐	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)	
☑	☐	■	Windshield washer spray, wiper operation, and wiper blades	
☑	☐	■	Windshield for cracks, chips and pitting	
☑	☐	■	Check radiator, radiator hoses and heater hoses for leaks and/or damage.	
☑	☐	■	Engine air cleaner	
☑	☐	■	Oil and/or fluid leaks	
☑	☐	■	Constant velocity (CV) drive boots (if equipped)	
☑	☐	■	Exhaust system (leaks, damage, loose parts)	
☑	☐	■	Steering and steering linkage	
☑	☐	■	Shocks/struts and other suspension components for leaks and/or damage	
☑	☐	■	Accessory drive belts, serpentine belt, idler/s and tensioner	
☑	☐	■	Brake system (lines, hoses and parking)	
☑	☐	■	Engine coolant condition	
☑	☐	■	Inspect drive shaft, u-joints and transmission linkage (if equipped) and lubricate (as needed)	
☑	☐	■	Rotate tires	
☑	☐	■	Inspect cabin air filter (if equipped)	
☑	☐	■	Inspect ball joints	☐
☑	☐	■	Inspect tie rod ends	☐
☑	☐	■	Inspect wheel bearings	☐
☑	☐	■	Inspect a/c hoses for damage or leaks	☐
☑	☐	■	Inspect engine mounts (RF/LF, torque strut) and transmission mount(s)	☐
☑	☐	■	Additional items found needing correction	☐
☑	☐	■	Multi-point Inspection	☐

[redacted]

LF: ☑ Green ☐ Yellow ■ Red
RF: ☑ Green ☐ Yellow ■ Red
LR: ☑ Green ☐ Yellow ■ Red
RR: ☑ Green ☐ Yellow ■ Red



☐ Inspection Not Taken

[redacted]

3MM-5MM REMAINING

[redacted]

LF: ☑ Green ☐ Yellow ■ Red
RF: ☑ Green ☐ Yellow ■ Red
LR: ☑ Green ☐ Yellow ■ Red
LRI: ☑ Green ☐ Yellow ■ Red
RRI: ☑ Green ☐ Yellow ■ Red
RR: ☑ Green ☐ Yellow ■ Red
Spare: ☑ Green ☐ Yellow ■ Red



[redacted]

4/32" to 6/32"

[redacted]



☑ Good
☐ Fair
■ Bad

Actual Cold Cranking Amps
Factory Cold Cranking Amps

[redacted]



☐ Good
☐ Fair
■ Bad

Actual Cold Cranking Amps
Factory Cold Cranking Amps

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]	ADVISOR GINA 114777	TAG NO 4284	INVOICE DATE 06/26/15
[redacted]	LABOR RATE	LICENSE NO	MILEAGE 30,183	COLOR STERLING GR
BRENTWOOD, TN [redacted]	YEAR/MAKE/MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	DELIVERY MILES 4
[redacted]	VEHICLE ID NO. 1FM5K8F8XEG[redacted]		SELLING DEALER NO. 10	PRODUCTION DATE 12/19/13
	P/E NO	PO NO	R.O DATE 06/02/15	
	EMAIL ADDRESS	COMMENTS		MO: 30184

CUSTOMER STATES THAT UPON ACCEL ON HIGHWAY, YOU CAN SMELL
EXHAUST FUMES INSIDE CAR
TEST DROVE TO VERIFY CONCERN. RAN OASIS, FOUND TSB 14-0130
REMOVED REAR BUMPER COVER AND REPLACED LEFT SIDE REAR AIR
EXTRACTOR. INSTALLED BOTH DRAIN FLAPS IN REAR HATCH. SEALED
ALL SEAMS AND SPRAYED UNDERCOATING IN NEEDED PLACES. RETEST.
PASSED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	8S5Z-61280862-B	GRILLE ASY - VENT A		WARRANTY
	1	4M8Z-54280862-A	VALVE ASY - AUTO DR		WARRANTY
	1	TA-2-B	ADHESIVE 768363		WARRANTY
			TOTAL - PARTS		0.00

JOB# 6 TOTALS

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR

J# 6 00FOZ03 WORKS PACKAGE TECH(S):73426 16.47

BASIC MAINTENANCE PLAN
-MOTORCRAFT OIL & FILTER SERVICE
-TOP OFF ALL FLUIDS
-INSPECT BATTERY & CABLE ENDS
-CHECK TIRE WEAR & CONDITION
-INSPECT BRAKE LINING
-INSPECT BELTS
-INSPECT AIR FILTER
-ROTATE & INSPECT TIRES
TECHNICIAN REPORTS:
CHANGED OIL AND FILTER
ROTATED TIRES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-SBL2	FILTER ASY - OIL 51	7.82	7.82
	6	XO-5W20-BSP	MOTORCRAFT SAE 5W-2	2.61	15.66
			TOTAL - PARTS		23.48

JOB# 6 TOTALS

LABOR	16.47
PARTS	23.48

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 39.95

JOB# 7 CHARGES

LABOR

J# 7 18FOZ05 BODY ELEC CONCERN TECH(S):73426 75398 INTERNAL

CUSTOMER STATES THAT RIGHT REAR DVD PLAYER DOES NOT EJECT
AT TIMES, WILL NOT RESPOND TO COMMANDS, DVD WAS STUCK IN
PLAYER FOR OVER A WEEK BEFORE SHE COULD GET IT OUT
SUBLET OUT

FORMS BY DEALER PRINTING • (615) 361-6437

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted] CELL: [redacted]

CUSTOMER NO		ADVISOR		TAG NO		INVOICE DATE
[redacted]		GINA	114777	4284		06/26/15
		LABOR RATE	LICENSE NO	MILEAGE		CODE
				30,183		STERLING GR
BRENTWOOD, TN [redacted]		YEAR/MAKE/MODEL			DELIVERY DATE	DELIVERY MILES
		14/FORD TRUCK/EXPLORER/4DR LIMITED 4			01/06/14	4
[redacted]		VEHICLE ID NO			SELLING DEALER NO	PHONE NUMBER
		1FM5K8F8XEG [redacted]			10	12/19/13
		P/C NO	P.O. NO		R.O. DATE	
					06/02/15	
		EMAIL ADDRESS		COMMENTS		NO: 30184

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES

LABOR

J# 8 01FOZ13 *TBC & INJ FLUSH TECH(S):73426 150.00
CUSTOMER REQUESTS: THROTTLE BODY CLEANING & INJECTOR FLUSH
SERVICE
TECHNICIAN REPORTS: COMPLETED SERVICE AS REQUESTED
CLEANED THROTTLE BODY FUEL INEJCTORS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	2952	FUEL KIT	49.95	49.95
			TOTAL - PARTS		49.95

JOB# 8 TOTALS

LABOR	150.00
PARTS	49.95

JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 199.95

JOB# 9 CHARGES

LABOR

J# 9+86FOZEBK GREEN Brake Lining TECH(S):73426 0.00
ATM
BRAKES ARE GOOD

JOB# 9 TOTALS

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

JOB# 10 CHARGES

LABOR

J#10+86FOZGTIRE GREEN Tire Tread TECH(S):73426 0.00
ATM
TIRES ARE GOOD AT THIS TIME

JOB# 10 TOTALS

JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 0.00

JOB# 11 CHARGES

LABOR

J#11+86FOZGBATT GREEN Battery Charge TECH(S):73426 0.00
ATM
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 11 TOTALS

JOB# 11 JOURNAL PREFIX FOCS JOB# 11 TOTAL 0.00

JOB# 12 CHARGES

LABOR

WHOLESALE DEALER FORMS (615) 501-6427

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Ford Lincoln of Franklin Inspection

Customer [redacted] Vehicle Year/Model: 14 FORD TRUCK EXPLOREF Date/Time: 06/26/2015 08:31:24
Phone: (H) [redacted] VIN: 1FM5K8F8XE[redacted] Odometer: 30183
Service Advisor: GINA Technician: JOSH DILLON RO[redacted] Tag: 4284

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red		Serviced
☑		■	Washer fluid	
☑		■	Transmission fluid	
☑		■	Brake fluid	
☑		■	Power steering fluid	
☑		■	Coolant	
☑		■	Engine oil	
☑		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)	
☑	☐	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)	
☑	☐	■	Windshield washer spray, wiper operation, and wiper blades	
☑	☐	■	Windshield for cracks, chips and pitting	
☑	☐	■	Check radiator, radiator hoses and heater hoses for leaks and/or damage.	
☑	☐	■	Engine air cleaner	
☑	☐	■	Oil and/or fluid leaks	
☑	☐	■	Constant velocity (CV) drive boots (if equipped)	
☑	☐	■	Exhaust system (leaks, damage, loose parts)	
☑	☐	■	Steering and steering linkage	
☑	☐	■	Shocks/struts and other suspension components for leaks and/or damage	
☑	☐	■	Accessory drive belts, serpentine belt, idler/s and tensioner	
☑	☐	■	Brake system (lines, hoses and parking)	
☑	☐	■	Engine coolant condition	
☑	☐	■	Inspect drive shaft, u-joints and transmission linkage (if equipped) and lubricate (as needed)	
☑	☐	■	Rotate tires	
☑	☐	■	Inspect cabin air filter (if equipped)	
☑	☐	■	Inspect ball joints	☐
☑	☐	■	Inspect tie rod ends	☐
☑	☐	■	Inspect wheel bearings	☐
☑	☐	■	Inspect a/c hoses for damage or leaks	☐
☑	☐	■	Inspect engine mounts (RF/LF, torque strut) and transmission mount(s)	☐
☑	☐	■	Additional items found needing correction	☐
☑	☐	■	Multi-point Inspection	☐

Front / Rear Brake Linings



☐ Inspection Not Taken

3MM-5MM REMAINING



4/32" to 6/32"



Good
Fair
Bad
Actual Cold Cranking Amps
Factory Cold Cranking Amps



Good
Fair
Bad
Actual Cold Cranking Amps
Factory Cold Cranking Amps

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted]

CELL: [redacted]

CUSTOMER NO	[redacted]	ADVISOR: GINA 114777	TAG NO.: 4284	INVOICE DATE: 06/26/15	
[redacted]		LABOR RATE	LICENSE NO	MILEAGE: 30,183	COLOR: STERLING GR
BRENTWOOD, TN [redacted]		YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE: 01/06/14	4
[redacted]		VEHICLE ID NO: 1 F M 5 K 8 F 8 X E G [redacted]		SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
		F T E NO	P O NO	R O DATE: 06/02/15	
		EMAIL ADDRESS		COMMENTS	MO: 30184

LABOR----------

J@12+00F0Z99P	MULTI-POINT INSP.	TECH(S):73426	0.00
	PERFORM MULTI-POINT INSPECTION		
	TECHNICIAN REPORTS ANY CONDITIONS REQUIRING ATTENTION:		
	PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM.		

JOB# 12 TOTALS----------

JOB# 12 JOURNAL PREFIX FOCS	JOB# 12 TOTAL	0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SSUPP	ENVIORMENTAL IMPACT FEE		16.65
			TOTAL - MISC	16.65

COMMENTS----------
770-329-1259
678-427-5463 CHRIS

TECHNICIAN CERTIFICATION----------

75398	SERVICE TECHNICIAN	75398
73426	JOSH DILLON	73426

TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive [redacted]
Our goal is your COMP[redacted]

TOTAL LABOR....	166.47
TOTAL PARTS....	[redacted]
TOTAL SUBLET...	[redacted]
TOTAL G.O.G....	[redacted]
TOTAL MISC CHG.	16.65
TOTAL MISC DISC	0.00
TOTAL TAX.....	23.74
TOTAL INVOICE $	280.29

Were you completely satisfied with your service today?
Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

WHOLESALE DEALER PRINTING • (651) 501 6433

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR GINA	114777	RO NO 4284	INVOICE DATE 06/26/15	
LABOR RATE	LICENSE NO	MILEAGE 30,183	COLOR STERLING GR [redacted]	
YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			DELIVERY DATE 01/06/14	DELIVERY MILES 4
VEHICLE ID NO 1FM5K8F8XEG [redacted]			SELLING DEALER NO 10	PRODUCTION DATE 12/19/13
FTE NO	P O NO		R O DATE 06/02/15	
EMAIL ADDRESS		COMMENTS		MO: 30184

LABOR
J# 1 37F0Z02 Rental Car TECH(S):75398 WARRANTY
FORD MOTOR COMPANY - TRANSPORTATION ASSISTANCE PROGRAM
GOODWILL ASSIST WARRANTY CUSTOMER RENTAL VEHICLE
MAXIMUM OF $28.00 PER DAY
ALL TAP RENTALS MUST HAVE PRIOR AUTHORIZATION
SERVICE ADVISOR AUTHORIZATION MAXIMUM 2 DAYS
SERVICE MANAGER MUST AUTHORIZE ADDITIONAL RENTAL DAYS
RENTAL AS PER TAP GUIDELINES

SUBLET---PO#---VEND INV#-INV.DATE-DESCRIPTION
406593 LOANER WARRANTY
TOTAL - SUBLET 0.00

JOB# 1 TOTALS
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES
LABOR
J# 2 18F0Z06 BODY ELEC CONCERN TECH(S):73426 WARRANTY
CUSTOMER STATES THAT PASS SIDE AIRBAG LIGHT IS STILL COMING ON. DOES GO OFF AT TIMES BUT IT IS ON 90% OF THE TIME
TEST DROVE TO VER[redacted]E TEST ON RCM. B141C:13
THIS IS SAME DT[redacted]5. DTC IS FOR THE
SECOND ROW INF[redacted]IDE. PERFORMED PP
TEST BQ. AT TH[redacted]NT. WIGGLE TEST
CONNECTOR C3134[redacted]R PID AND FOUND
AT TIMES THE PID DA[redacted]ER-6 OHMS. ALL PIN FIT
FEMALE TERMINALS PASS. NO PUSHED OUT PINS FOUND. PERVIOUS
DIAG TEST INVOLVED REMOVAL OF SEAT COVER FOR INSPECTION OF
CONNECTOR C3645. CIRCUIT TESTING AND PIN FIT PASSED. AFTER
RECONNECTION OF C3134 THE AIR BAG LIGHT WAS OUT AND NO DTC'S
UNTILL MORE WIGGLE TESTING DONE AT C3134. CONTACTED HOTLINE
FOR ASSISTANCE. ALSO FOUND SEVERAL OTHER HOTLINE CASES WITH
THIS SAME ISSUE. HOTLINE HAS SUGGESTED THAT WE REPLACE THE
BODY HARNESS AND SEAT HARNESS FOR THE RIGHT REAR SEAT.
HAD TRO GET PRIOR APPROVAL FOR BODY HARNESS. REMOVED THE
DRIVERS AND PASSENGERS FRONT SEAT. REMOVED CENTER CONSOLE.
THIS VEHICLE IS EQUIPED WITH DVD PLAYERS IN BOTH DRIVERS AND
PASSENGERS HEAD REST/ EXTRA WIRING INVOLVED. REMOVED BOTH
REAR SECOND ROW SEATS. REMOVED REAR CENTER CONSOLE. REMOVED
BOTH A-PILLER TRIM, BOTH B-PILLER TRIM, BOTH REAR QUARTER

LINCOLN

WHOLESALE DEALER PRINTING • (800) 521-6437

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR GINA	114777	TAG NO. 4284	INVOICE DATE 06/26/15	[redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 30,183	COLOR STERLING GR	[redacted]
BRENTWOOD, TN [redacted]	YEAR/MAKE/MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	DELIVERY SALES 4	
[redacted]	VEHICLE I.D. NO. 1FM5K8F8XEG [redacted]		SELLING DEALER NO. 10	PRODUCTION DATE 12/19/13	
	F.T.E. NO.	P.O. NO.	R.O. DATE 06/02/15		
	EMAIL ADDRESS		COMMENTS		MO: 30184

PANELS TRIM ALONG WITH DOOR C OR D-PILLER TRIM. REMOVED REMOVED THE DASH ASSEM. REMOVED REAR POWER FOLDING SEATS, THEN REMOVED THE HEADLINER. REMOVED OLD BODY WIRING HARNESS INSTALLED NEW BODY WIRING HARNESS. REMOVED SEAT BACK FROM THE SECOND ROW PASSENGER SEAT. REMOVED BOTTOM SEAT COVER/ CUSHION FOR ACCESS TO THE SEAT WIRING HARNESS. REPLACED THE SEAT HARNESS AND REINSTALLED SEAT COVER/CUSHION/SEAT BACK. REASSEMBALED THE VEHILCE STARTING WITH THE HEADLINER, THIRD ROW SEATS, ALL TRIM, DASH, SENCOND ROW SEATS, CONSOLES, AND BOTH FRONT SEATS. CLEARED ALL DTC'S AND RETEST, PASSED. TEST DROVE TO VERIFY ALL REPAIRS.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	EB5Z-14A005-E	WIRING ASY 672466		WARRANTY
		PN PER NVBOM			
	1	EB5Z-14A699-B	WIRE ASY 672540		WARRANTY
	1	BB5Z-7829164-AA	MOULDING 509497		WARRANTY
	1	BB5Z-7829165-AA	MOULDING 509498		WARRANTY
			TOTAL - PARTS		0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 18F0Z07 BODY EL[redacted] TECH(S):73426 WARRANTY

CUSTOMER STATES [redacted] ON DISPLAY WHILE DRIVING

TEST DROVE TO [redacted] KEY. FOUND VOLTAGE LOW. REPLA[redacted] ASSEM. RETEST, PASSE.

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 18F0Z02 Body Electric III TECH(S):73426 WARRANTY

CUSTOMER STATES THAT SYNC SCREEN JUST GOES BLACK WHILE DRIVING. IF YOU PULL OVER AND SHUT OFF, IT USUALLY COMES BACK ON. WHEN IT DOES WORK, THE VOICE FOR NAVIGATION IS EITHER VERY LOW OR VERY HIGH IN VOLUME.
TESTED SYNC SYSTEM TO VERIFY CONCERN. RAN OASIS, NO TSB'S FOUND. REPROGRAMED THE SYNC SYSTEM TO LATEST CALIBRATION LVL. RETEST, PASSED.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5 07F0Z07 ENG MECH CONCERN TECH(S):73426 WARRANTY

 (CONTINUED ON NEXT PAGE) 08:32am

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]	ADVISOR GINA 114777	TAG NO 2667	INVOICE DATE 02/06/15		
[redacted]	LABOR RATE	LICENSE NO	MILEAGE 23,507	COLOR STERLING GR	[redacted]
BRENTWOOD, TN [redacted]	YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	4	
[redacted]	VEHICLE ID NO 1FM5K8F8XEG[redacted]		SELLING DEALER NO 10	PRODUCTION DATE 12/19/13	
	P.O. NO		R.O. DATE 01/30/15		
	EMAIL ADDRESS	COMMENTS		NO: 23508	

JOB# 1 CHARGES----------

LABOR----------

J# 1 18FOZ06 BODY ELEC CONCERN TECH(S):73426 WARRANTY

CUSTOMER STATES AIRBAG LIGHT COMES AND GOES-WAS ON THE WAY HERE BUT OFF NOW
TEST DROVE TO VERIFY CONCERN. AIR BAG LIGHT INTERMITTANLY WILL COME ON AND OFF. RAN SELF TEST ON RCM. B141C-13, RAN OASIS. NO TSB'S FOUND. RAN PP TEST. DATA LOGGER PIDS FOR RIGHT REAR SEAT BELT DEPLOYMENT STATUS/RESISTANCE. REMOVED RIGHT REAR SEAT COVER AND BOTTOM CUSHION TO ACCESS CONNECTOR C3645 AND PERFORME WIGGLE TEST. PASSED. REMOVED CENTER CONSOLE ASSEM TO ACCESS THE RCM AND CONNECTOR C3108 TO TEST PIN FITTING FOR PINS 7 AND 8 FOR C3108, PASSED. PERFORMED WIGGLE TEST AT C3134 WHILE MONITORING DATA LOGGER RESISTANCE PIDS FOR THE RIGHT REAR INFLATABLE SEAT BELT. WAS ABLE TO GET THE RESISTANCE READINGS TO SPIKE OVER 3 OHMS WHILE FLEXING C3134. DISCONNECTED C C3134. PERFORMED PINFIT TEST. PASSED. CLEANED PINS AND RESEATED THE FULLY INTO THE CONNECTOR. RETESTED SYSTEM. PASSED. REINSTALLED SEAT COVER AND CUSION. REINSTALLED CENTER CONSOLE. TEST DROVE TO VERIFY REAPIRS.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL [redacted].00

JOB# 2 CHARGES----------

LABOR----------

J# 2+37FOZ02 Rental[redacted] TECH(S):75398 WARRANTY

FORD MOTOR COMPANY [redacted]ASSISTANCE PROGRAM
GOODWILL ASSIST WARRANTY CUSTOMER RENTAL VEHICLE
MAXIMUM OF $28.00 PER DAY
ALL TAP RENTALS MUST HAVE PRIOR AUTHORIZATION
SERVICE ADVISOR AUTHORIZATION MAXIMUM 2 DAYS
SERVICE MANAGER MUST AUTHORIZE ADDITIONAL RENTAL DAYS
RENTAL AS PER TAP GUIDELINES
5LMJJ2H75FEJ01924

SUBLET----PO#--------VEND INV#-INV.DATE-DESCRIPTION---------- WARRANTY

405838 LOANER

TOTAL - SUBLET 0.00

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3+86FOZGBK GREEN Brake Lining TECH(S):73426 0.00

ATW
BRAKES ARE GOOD AT THIS TIME

WHOLESALE DEALER PRINTING (515) 581-6431

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO. 1[redacted]

[redacted]

BRENTWOOD, TN[redacted]

[redacted]

ADVISOR: GINA	114777	TAG NO: 2667	INVOICE DATE: 02/06/15
LABOR RATE	LICENSE NO	MILEAGE: 23,507	COLOR: STERLING GR
YEAR/MAKE/MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			IN-SERVICE DATE: 01/06/14 — DELIVERY MILES: 4
VEHICLE I.D. NO: 1FM5K8F8XEG[redacted]		SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
R.O. NO	P.O. NO	R.O. DATE: 01/30/15	
EMAIL ADDRESS		COMMENTS	MO: 23508

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

J# 4+86FOZGTIRE GREEN Tire Tread TECH(S):73426 0.00
ATW
TIRES ARE GOOD AT THIS TIME

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5+86FOZGBATT GREEN Battery Charge TECH(S):73426 0.00
ATW
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

J# 6+00FOZ99P MULTI-P[redacted] TECH(S):73426 0.00
PERFORM MULTI-[redacted]
TECHNICIAN RE[redacted] ATTENTION:
PERFORMED MULTI[redacted] ATTACHED FORM.

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

COMMENTS----------
WAITING

TECHNICIAN CERTIFICATION----------

73426	JOSH DILLON	73426
75398	SERVICE TECHNICIAN	75398

WHOLESALE DEALER PRINTING • (615) 501-6427

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:57pm

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FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

ADVISOR: GINA 114777	TAG NO: 2667		INVOICE DATE: 02/06/15	
LABOR RATE:	LICENSE NO:	MILEAGE: 23,507	COLOR: STERLING GR	
YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			DELIVERY DATE: 01/06/14	4
VEHICLE I.D. NO: 1 F M 5 K 8 F 8 X E G [redacted]			SELLING DEALER NO: 10	PRODUCTION DATE: 12/19/13
R.O. NO:	P.O. NO:		R.O. DATE: 01/30/15	
E-MAIL ADDRESS:		COMMENTS:		RO: 23508

TOTALS

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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**

Were you completely satisfied with your service today? Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

Ford

LINCOLN

WHOLESALE DEALS IN PRINTING - (615) 391-6037

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE] 04:57pm

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Ford Lincoln of Franklin Inspection

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: GINA

Vehicle Year/Model: 14 FORD TRUCK EXPLORER
VIN: 1FM5K8F8XEG[redacted]
Technician: JOSH DILLON

Date/Time: 02/04/2015 16:56:03
Odometer: 23507
RO [redacted] Tag: 2667

INSPECTION RESULT: OK | WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red		Serviced
☑		■	Washer fluid	
☑		■	Transmission fluid	
☑		■	Brake fluid	
☑		■	Power steering fluid	
☑		■	Coolant	
☑		■	Engine oil	
☑		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)	
☑	☐	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)	
☑	☐	■	Windshield washer spray, wiper operation, and wiper blades	
☑	☐	■	Windshield for cracks, chips and pitting	
☑	☐	■	Check radiator, radiator hoses and heater hoses for leaks and/or damage.	
☑	☐	■	Engine air cleaner	
☑	☐	■	Oil and/or fluid leaks	
☑	☐	■	Constant velocity (CV) drive boots (if equipped)	
☑	☐	■	Exhaust system (leaks, damage, loose parts)	
☑	☐	■	Steering and steering linkage	
☑	☐	■	Shocks/struts and other suspension components for leaks and/or damage	
☑	☐	■	Accessory drive belts, serpentine belt. idler/s and tensioner	
☑	☐	■	Brake system (lines, hoses and parking)	
☑	☐	■	Engine coolant condition	
☑	☐	■	Inspect drive shaft, u-joints and transmission linkage (if equipped) and lubricate (as needed)	
☑	☐	■	Rotate tires	
☑	☐	■	Inspect cabin air filter (if equipped)	
☑	☐	■	Inspect ball joints	☐
☑	☐	■	Inspect tie rod ends	☐
☑	☐	■	Inspect wheel bearings	☐
☑	☐	■	Inspect a/c hoses for damage or leaks	☐
☑	☐	■	Inspect engine mounts (RF/LF, torque strut) and transmission mount(s)	☐
☑	☐	■	Additional items found needing correction	☐
☑	☐	■	Multi-point Inspection	☐

[redacted]

LF: ☑ Green ☐ Yellow ■ Red
RF: ☑ Green ☐ Yellow ■ Red
LR: ☑ Green ☐ Yellow ■ Red
RR: ☑ Green ☐ Yellow ■ Red



☐ Inspection Not Taken

[redacted]

3MM-5MM REMAINING

[redacted]

LF: ☑ Green ☐ Yellow ■ Red
RF: ☑ Green ☐ Yellow ■ Red
LR LRI: ☑ Green ☐ Yellow ■ Red
RRI RR: ☑ Green ☐ Yellow ■ Red
Spare: ☑ Green ☐ Yellow ■ Red



[redacted]

4/32" to 6/32"

[redacted]



☑ Good ☐ Fair ■ Bad
Actual Cold Cranking Amps
Factory Cold Cranking Amps

[redacted]



☑ Good ☐ Fair ■ Bad
Actual Cold Cranking Amps
Factory Cold Cranking Amps

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted]

[redacted]
BRENTWOOD, TN [redacted]

[redacted]

CELL: [redacted]

BECKY 110034 7586 01/16/15 F[redacted]

22,365 STERLING GR [redacted]

14/FORD TRUCK/EXPLORER/4DR LIMITED 4 01/06/14 4

1 F M 5 K 8 F 8 X E G [redacted] 10 12/19/13

01/16/15

MO: 22366

BATTERY CHECKS GOOD AT THIS TIME.

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCQ JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

J# 6+86F0Z099P MULTIPOINT-INSP TECH(S):89704 0.00

PERFORM MULTI-POINT INSPECTION.
TECHNICIAN REPORTS ANY CONDITION REQUIRING YOUR ATTENTION.
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCQ JOB# 6 TOTAL 0.00

MISC-----CODE--------DESCRIPTION----------CONTROL NO--------

JOB # A SSUPP ENVIORMENTAL IMPACT FEE 2.75

TOTAL - MISC 2.75

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $41.19 (+TAX)

TOTALS----------

Thank you for choosing [redacted]
for your automo[redacted]
Our goal is your [redacted]

TOTAL LABOR....	[redacted]
TOTAL PARTS....	[redacted]
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	2.75
TOTAL MISC DISC	0.00
TOTAL TAX[redacted]	3.49
TOTAL INVOICE $	**41.19**

Were you completely satisfied with your service today?
Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

CUSTOMER SIGNATURE

PAGE 2 OF 2 CUSTOMER COPY | END OF INVOICE | 09:34am

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FORD LINCOLN OF FRANKLIN

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FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted]
BRENTWOOD, TN [redacted]

CELL: [redacted]

BECKY 110034 7586 01/16/15
22,365 STERLING GR
14/FORD TRUCK/EXPLORER/4DR LIMITED 4 01/06/14 4
1 F M 5 K 8 F 8 X E G [redacted] 10 12/19/13
01/16/15
MO: 22366

JOB# 1 CHARGES

LABOR
J# 1 00FOZ *GAS LOF SERVICE TECH(S):105615 11.47
CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE
TECHNICIAN DRAINED ENGINE OIL, REFILL WITH MOTORCRAFT 5W20
INSTALLED MOTORCRAFT OIL FILTER, LUBE CHASSIS AS NECESSARY
CHECK COOLANT, AUTO TRANS, & WASHER FLUID LEVELS
CHECK & CORRECT TIRE PRESSURES TO FACTORY SPECIFICATIONS
REPLACE OIL CHANGE REMINDER STICKER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S8I2	FILTER ASY - OIL 51	4.88	4.88
	6	XO-5W20-BSP	MOTORCRAFT SAE 5W-2	3.10	18.60
				TOTAL - PARTS	23.48

JOB# 1 TOTALS

LABOR	11.47
PARTS	23.48

JOB# 1 JOURNAL PREFIX FOCQ JOB# 1 TOTAL 34.95

JOB# 2 CHARGES

LABOR
J# 2+36FOZ Wash Vac & Windows TECH(S):105615 0.00
HAND WASH EXTERIOR [redacted]

JOB# 2 TOTALS

[redacted] PREFIX FOCQ JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+86FOZGBK GREEN Brake Lining TECH(S):89704 0.00
ATW
BRAKES ARE GOOD AT THIS TIME

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCQ JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
J# 4+86FOZGTIRE GREEN Tire Tread TECH(S):89704 0.00
ATW
TIRES ARE GOOD AT THIS TIME

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCQ JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR
J# 5+86FOZGBATT GREEN Battery Charge TECH(S):89704 0.00
ATW

 (CONTINUED ON NEXT PAGE) 09:34a/n

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Ford Linc of Franklin Inspection Report

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: BECKY

Vehicle Year/Model: 14 FORD TRUCK EXPLORER
VIN: 1FM5K8F8XE[redacted]
Technician: ANDRE ROBERTSON

Date/Time: 01/16/2015 09:33:45
Odometer: 22365
RO[redacted] Tag: 7586

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red		Serviced
■		■	Washer fluid	
■		■	Transmission fluid	
■		■	Brake fluid	
■		■	Power steering fluid	
■		■	Coolant	
■		■	Engine oil	
■		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)	
■	□	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)	
■	□	■	Windshield washer spray, wiper operation, and wiper blades	
■	□	■	Windshield for cracks, chips and pitting	
■	□	■	Radiator, heater and air conditioning hoses for leaks and damage	
■	□	■	Engine air filter	
■	□	■	Oil and/or fluid leaks	
■	□	■	Constant velocity (CV) drive boots (if equipped)	
■	□	■	Exhaust system (leaks, damage, loose parts)	
■	□	■	Steering and steering linkage	
■	□	■	Shocks/struts and other suspension components for leaks and/or damage	
■	□	■	Accessory drive belt(s)	
■	□	■	Brake system (lines, hoses and parking)	
■	□	■	Engine cooling system, hoses and clamps	
■	□	■	Inspect and lubricate transmission drive shaft, u-joints and shift linkage (if equipped)	
■	□	■	Rotate tires	
■	□	■	Cabin air filter (if equipped)	
■	□	■	INSPECT BALL JOINTS	□
■	□	■	INSPECT TIE ROD ENDS	□
■	□	■	INSPECT WHEEL BEARINGS	□
■	□	■	MULTI-POINT INSPECTION	□

General Comment: TIRE TREAD: 8/32"

LF ■ Green □ Yellow ■ Red — RF ■ Green □ Yellow ■ Red

LR ■ Green □ Yellow ■ Red — RR ■ Green □ Yellow ■ Red

□ Inspection Not Taken

20% to 50% remaining

LF ■ Green □ Yellow ■ Red — RF ■ Green □ Yellow ■ Red

LR ■ Green □ Yellow ■ Red — LRI ■ Green □ Yellow ■ Red

RRI ■ Green □ Yellow ■ Red — RR ■ Green □ Yellow ■ Red

Spare: ■ Green □ Yellow ■ Red

4/32" to 6/32"

■ Good □ Fair ■ Bad

Actual Cold Cranking Amps

Factory Cold Cranking Amps

■ Good □ Fair ■ Bad

Actual Cold Cranking Amps

Factory Cold Cranking Amps

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted]
BRENTWOOD, TN [redacted]
[redacted]

CELL: [redacted]

TAIRRANS 124103 6238 09/05/14
14,345 STERLING GR [redacted]
14/FORD TRUCK/EXPLORER/4DR LIMITED 4 01/06/14 4
1 F M 5 K 8 F 8 X E G [redacted] 10 12/19/13
09/05/14
MO: 14346

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCQ JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5+86F0Z099P MULTIPOINT-INSP TECH(S):118452 0.00
PERFORM MULTI-POINT INSPECTION.
TECHNICIAN REPORTS ANY CONDITION REQUIRING YOUR ATTENTION.
PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCQ JOB# 5 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $46.66 (+TAX)
TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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

Were you completely satisfi[redacted] Yes or No

Did your service advisor review your report card? Yes or No

Do we have your correct email address? Yes or No

LINCOLN

CUSTOMER SIGNATURE

PAGE 2 OF 2 CUSTOMER COPY | END OF INVOICE | 09:38am

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

CELL: [redacted]

TAIRRANS 124103 6238 09/05/14

14,345 STERLING GR [redacted]

14/FORD TRUCK/EXPLORER/4DR LIMITED 4 01/06/14 4

1 F M 5 K 8 F 8 X E G [redacted] 10 12/19/13

09/05/14

MO: 14346

JOB# 1 CHARGES

LABOR

J# 1 00FOZ03 *WORKS PACKAGE TECH(S):118452 INTERNAL

BASIC MAINTENANCE PLAN
-MOTORCRAFT OIL & FILTER SERVICE
-TOP OFF ALL FLUIDS
-INSPECT BATTERY & CABLE ENDS
-CHECK TIRE WEAR & CONDITION
-INSPECT BRAKE LINING (DISC BRAKES ONLY)
-INSPECT BELTS & HOSES
-INSPECT AIR INTAKE & CABIN FILTERS
-ROTATE & INSPECT 4 TIRES
TECHNICIAN REPORTS:
PERFORMED SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S812	FILTER ASY - OIL S1		INTERNAL
	6	XO-5W20-BSP	MOTORCRAFT SAE 5W-2		INTERNAL
			TOTAL - PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
	FNM	FIRST MILE MAINTENANCE	1FM5K8F8XEGB40420	INTERNAL
		TOTAL - MISC		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCQ JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2+86FOZGBK GREEN Brake Lining TECH(S):118452 0.00

ATW
BRAKES ARE GOOD AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCQ JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3+86FOZGTIRE GREEN Tire Tread TECH(S):118452 0.00

ATW
TIRES ARE GOOD AT THIS TIME

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCQ JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4+86FOZGBATT GREEN Battery Charge TECH(S):118452 0.00

ATW
BATTERY CHECKS GOOD AT THIS TIME.

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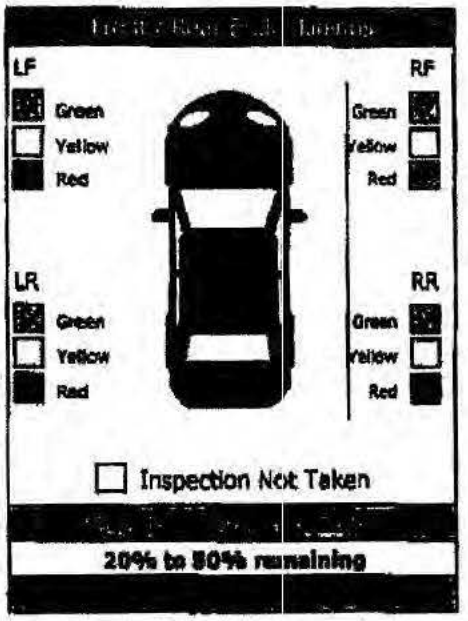
Ford Linc of Franklin Inspection Report

[redacted]

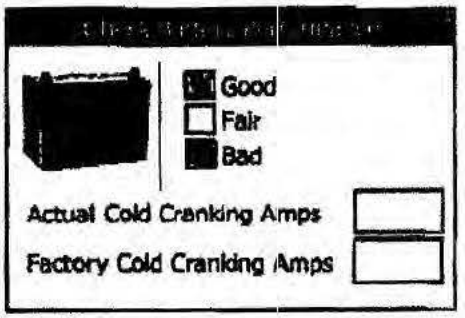
Vehicle Year/Model: 14 FORD TRUCK EXPLOREF Date/Time: 09/05/2014 09:37:51
VIN: 1FM5K8F8XEG[redacted] Odometer: 14345
Service Advisor: TAIRRANS Technician: DILLON [redacted]eg: 6238

WILL REQUIRE FURTHER ATTENTION

Green	Yellow	Red		Serviced
☑		■	Washer fluid	
☑		■	Transmission fluid	
☑		■	Brake fluid	
☑		■	Power steering fluid	
☑		■	Coolant	
☑		■	Engine oil	
☑		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)	
☑	☐	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)	
☑	☐	■	Windshield washer spray, wiper operation, and wiper blades	
☑	☐	■	Radiator, heater and air conditioning hoses for leaks and damage	
☑	☐	■	Engine air cleaner	
☑	☐	■	Constant velocity (CV) drive boots (If equipped)	
☑	☐	■	Exhaust system (leaks, damage, loose parts)	
☑	☐	■	Steering and steering linkage	
☑	☐	■	Shocks/struts and other suspension components for leaks and/or damage	
☑	☐	■	Accessory drive belt(s)	
☑	☐	■	Brake system (lines, hoses and parking)	
☑	☐	■	Engine cooling system, hoses and clamps	
☑	☐	■	Inspect and lubricate transmission drive shaft, u-joints and shift linkage (if equipped)	
☑	☐	■	Rotate tires	
☑	☐	■	Inspect pollen filter(If equipped)	
☑	☐	■	INSPECT BALL JOINTS	☐
☑	☐	■	INSPECT TIE ROD ENDS	☐
☑	☐	■	INSPECT WHEEL BEARINGS	☐
☑	☐	■	MULTI-POINT INSPECTION	☐







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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

BRENTWOOD, TN [redacted]

[redacted]

DIVISION CHICO 121007	TAG NO 4684	INVOICE DATE 04/25/14	
LABOR RATE	LICENSE NO	MILEAGE 6,492	COLOR STERLING GR
YEAR MAKE MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	4
VEHICLE ID NO 1FM5K8F8XEG [redacted]		10	PRODUCTION DATE 12/19/13
FTF NO	P.O. NO	R.O. DATE 04/25/14	
EMAIL ADDRESS	COMMENTS		MO: 6492

JOB# 1 CHARGES

LABOR

J# 1 00F0Z *GAS LOF SERVICE TECH(S):116895 INTERNAL
CUSTOMER REQUESTS LUBE OIL & FILTER SERVICE
TECHNICIAN DRAINED ENGINE OIL, REFILL WITH MOTORCRAFT 5W20
INSTALLED MOTORCRAFT OIL FILTER, LUBE CHASSIS AS NECESSARY
CHECK COOLANT, AUTO TRANS, & WASHER FLUID LEVELS
CHECK & CORRECT TIRE PRESSURES TO FACTORY SPECIFICATIONS
REPLACE OIL CHANGE REMINDER STICKER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-SB12	FILTER ASY - OIL 51		INTERNAL
	6	XO-5W20-BSP	MOTORCRAFT SAE 5W-2		INTERNAL
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCQ JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2+04F0ZGBK GREEN Brake Lining TECH(S):116895 0.00
ATW
BRAKES ARE GOOD AT THIS TIME

JOB# 2 TOTALS

[redacted] REFIX FOCQ JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3+04FDZGTIRE GREEN Tire Tread TECH(S):116895 0.00
ATW
TIRES ARE GOOD AT THIS TIME

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCQ JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4+04F0ZGBATT GREEN Battery Charge TECH(S):116895 0.00
ATW
BATTERY CHECKS GOOD AT THIS TIME.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCQ JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5+86F0Z099P MULTIPOINT-INSP TECH(S):116895 0.00
PERFORM MULTI-POINT INSPECTION.
TECHNICIAN REPORTS ANY CONDITION REQUIRING YOUR ATTENTION.

DATA SOURCE, INC. 1-800-423-7890

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FORD LINCOLN OF FRANKLIN

1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CELL [redacted]3

CUSTOMER NO. [redacted]	ADVISOR CHICO 121007	TAG NO 4684	INVOICE DATE 04/25/14	
[redacted]	LABOR RATE	LICENSE NO	MILEAGE 6,492	COLOR STERLING GR
BRENTWOOD, TN [redacted]	YEAR/MAKE/MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE 01/06/14	DELIVERY MILES 4
[redacted]	VEHICLE I.D. NO. 1FM5K8F8XEG [redacted]		SELLING DEALER NO 10	PRODUCTION DATE 12/19/13
	P.U.N.C. NO	P.O. NO	R.O. DATE 04/25/14	
	E-MAIL ADDRESS	COMMENTS		MO: 6492

PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED FORM

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCQ JOB# 5 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $41.19 (+TAX)

COMMENTS----------
FIRST FREE LOF

TOTALS----------

Thank you for choosing Ford-Lincoln of Franklin
for your automotive service needs.
Our goal is your COMPLETE SATISFACTION!!

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

Were you completely satisfied with your service today? Yes or No

Did your service advisor review [redacted] with you? Yes or No

Do we have your correct email [redacted]

Ford

CUSTOMER SIGNATURE

LINCOLN

DATA SOURCE, INC. 1-800-445-7890

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Quality Vehicle Inspection

Customer Name: [redacted]
Phone: (H) [redacted]
Service Advisor: CHICO

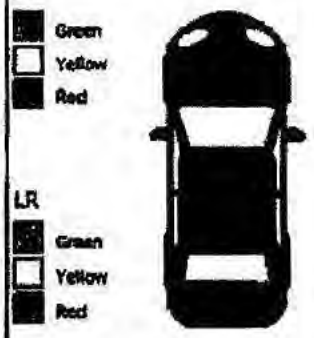
Vehicle Year/Model: 14 FORD TRUCK EXPLOREF
VIN: 1FM5K8F8XE[redacted]
Technician: JAMES

Date/Time: 04/25/2014 08:29:54
Odometer: 6492
RO: [redacted] Tag: 4684

[redacted] WILL REQUIRE FURTHER ATTENTION [redacted]

Green	Yellow	Red	
■		■	Washer fluid
■		■	Transmission fluid
■		■	Brake fluid
■		■	Power steering fluid
■		■	Coolant
■		■	Engine oil
■		■	4X4 Transfer case,front drive axle and clutch reservoir fluids (truck only)
■	☐	■	Operation of horn,interior lights, exterior lights(turn,hazard,brake)
■	☐	■	Windshield washer spray, wiper operation, and wiper blades
■	☐	■	Radiator, heater and air conditioning hoses for leaks and damage
■	☐	■	Engine air cleaner
■	☐	■	Constant velocity (CV) drive boots (if equipped)
■	☐	■	Exhaust system (leaks, damage, loose parts)
■	☐	■	Steering and steering linkage
■	☐	■	Shocks/struts and other suspension components for leaks and/or damage
■	☐	■	Accessory drive belt(s)
■	☐	■	Brake system (lines, hoses and parking)
■	☐	■	Engine cooling system, hoses and clamps
■	☐	■	Inspect and lubricate transmission drive shaft, u-joints and shift linkage (if equipped)
■	☐	■	Rotate tires
■	☐	■	Inspect pollen filter(if equipped)
■	☐	■	INSPECT BALL JOINTS ☐
■	☐	■	INSPECT TIE ROD ENDS ☐
■	☐	■	INSPECT WHEEL BEARINGS ☐
■	☐	■	MULTI-POINT INSPECTION ☐

[redacted]



☐ Inspection Not Taken

[redacted]

20% to 50% remaining

[redacted]



[redacted]

4/32" to 6/32"

[redacted]



■ Good
☐ Fair
■ Bad

Actual Cold Cranking Amps ☐
Factory Cold Cranking Amps ☐

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1129 Murfreesboro Rd.
FRANKLIN, TN 37064
Phone: (615) 794-4585

LINCOLN

CAR BUYER'S OFFER AND PURCHASE OPTION CONTRACT — DELIVERY TIME

BUYER	[redacted]	CO-BUYER	[redacted]
ADDRESS	[redacted]	ADDRESS	[redacted]
CITY	BRENTWOOD TN	CITY	BRENTWOOD TN [redacted]
HM PHONE	[redacted]	PHONE	[redacted]
WK PHONE		PHONE	
DL #	[redacted]	DL #	[redacted] DOB [redacted]
EMAIL	CHRISDANELZ@HOTMAIL.COM	EMAIL	
INS CO	STATE FARM	POLICY #	[redacted]

DATE 01/06/2014
STOCK [redacted]
SALES [redacted] WENDELL WILCKIE SHERR
CUST # N/A
DEAL # 3727

Enter My Order For XX ☐ New ☐ Demo ☐ Used ☐ Previously Leased

Yr. 2014 Make FORD TRUCK Model EXPLORER

Serial # 1FM5K8F8XE[redacted]

Mileage 4 Color STERLING GRY Trim STONE LTH

WARRANTY DISCLAIMER. ANY WARRANTIES APPLYING TO THE ABOVE DESCRIBED VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE VEHICLE COVERED BY THIS AGREEMENT, AND BUYER UNDERSTANDS AND AGREES THAT SUCH VEHICLE, WHETHER NEW OR USED, IS SOLD "AS IS" AND "WITH ALL FAULTS".

Description Of Trade-In

Make	Model	Color	Year	Mileage
NISSAN TRU	QUEST	GRAY	2008	89261

Ser. No.	Stock No.	Balance Owed $
5N1BV28U68N108436	GB40420A	N/A

Lienholder

Address

Phone # Acct. #

Selling Price	48367.82
	N/A
	N/A
	N/A
	N/A
PAINT PROTECTION	599.00
*	N/A
Total Including Accessories	48966.82
Less: Trade Allowance	14000.00
Cash Difference	34966.82
Processing Fee*	$ 595.00
BUSINESS TAX	106.69
	N/A
	N/A
Taxable Amount	35671.51
State Sales Tax 7.00 %	2497.36
Local Tax	80.00
Gross Receipts Tax XXXXXXXXXX	N/A
Electronic Filing Fee	N/A
Registration Fees	23.25
	N/A
Trade Payoff(s)	N/A
Sub Total	38272.12
Extended Service Contract	1669.00
Maintenance Contract	N/A
	N/A
	N/A
	N/A
State Sales Tax on Benefits	116.83
Local Tax on Benefits	37.67
Gross Receipts Tax on Benefits	5.01
Cash Balance Due	40100.63
Manufacturer's Rebate(s)	2000.00
Deposit	N/A
Cash Down	10000.00
Unpaid Balance of Cash Price	28100.63

* This fee represents certain administrative overhead expenses such as documents retrieval and document preparation.

BAILMENT AGREEMENT. The undersigned purchaser simultaneously signed a buyer's order or lease agreement for the purchase or lease of the above described vehicle from the above named dealership, and further acknowledges that said vehicle is furnished merely as an accommodation to purchaser, pending, and/or subject to purchaser's credit approval for non-recourse financing or lease by a dealer approved lender or lessor. Except as above stated, purchaser has no interest in or right to the vehicle unless the transaction pursuant to the buyer's order or lease agreement is completed. Purchaser will return the vehicle to the dealer on demand, but in no event later than five days after the date hereof. In the event purchaser fails to return the vehicle within the time agreed upon herein, purchaser agrees to pay all cost of repossession including attorney fees. Purchaser's automobile and liability insurance shall be deemed to be primary coverage.

If any dispute, controversy or claim between the Purchaser and the Dealer, Dealer's officers, agents or employees, or Dealer's surety bonding company arising out of or relating to any aspect of this vehicle purchase transaction and contract cannot be settled through direct discussions, the parties agree to settle the dispute in an amicable manner by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. It is the intent of the Purchaser and Dealer that this arbitration provision applies to all contract, tort, statutory, regulatory, and deceptive trade practice claims arising from or related to this vehicle purchase transaction, contract and any other claim which may be brought by Purchaser against Dealer. The site of any arbitration or litigation shall be in the County and State where the Dealership resides. If any controversy or claim is determined, for any reason, to be ineligible for arbitration then that controversy or claim shall be decided by a judge of a court of competent jurisdiction, without a jury. Purchaser knowingly, willingly and voluntarily waives Purchaser's right to trial by jury for all controversies and claims.

The undersigned further warrants and agrees that Dealer shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

Purchaser's Acknowledgment of Choice of Inspection: (Used Vehicles Only) Purchaser acknowledges that Purchaser has had the used vehicle inspected by a vehicle mechanic of Purchaser's choice or that Purchaser had an opportunity to do so, but chose not to obtain an independent inspection.

Purchasers Acknowledgment or Choice of Inspection: (Used Vehicles Only) Purchaser acknowledges that Purchaser has had the used vehicle inspected by a vehicle mechanic of Purchaser's choice or that Purchaser had an opportunity to do so, but chose not to obtain an independent inspection.

Used Car Buyers Guide. 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.

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) accepted by a responsible bank, finance company or lender and (c) Purchaser and Dealer have signed an installment sales contract.

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 to the written terms of this Order. Purchaser further acknowledges if marked as Previously Leased, the dealer has disclosed the above-referenced vehicle was previously used as a short-term lease vehicle (leased without a driver under a written agreement to one or more persons from time to time for a period of less than 12 months) also referred to as a rental vehicle.

IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Purchaser [redacted] Date: 01/06/2014 Dealer Representative:

Co-Purchaser [redacted] Date: 01/06/2014

DATA SOURCE, INC. 1-888-445-7890

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Huntington **Personal Loan Agreement - Fixed Rate**

This is a loan directly from **THE HUNTINGTON NATIONAL BANK** to you. The terms "we", "us", and "our" mean that bank. The terms "you" or "your" mean each person who signs this agreement. This agreement states the terms of this simple interest rate loan from us. This loan is arranged by FORD LINCOLN OF FRANKLIN (the "Dealer", which term includes any of Dealer's employees or agents). Please read this agreement carefully and if you agree to these terms, sign your name below. Each of you is responsible both individually and jointly under this agreement (known as "joint and several" responsibility).

Federal disclosures: The following disclosures are required to be given by federal law.

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 after you have made all payments as scheduled.
3.07 %	$ 2289.57	$ 28140.63	$ 30430.20

Your payment schedule will be (final payment amount is estimated):

Number of Payments	Amount of Payments	When Payments Are Due
60	507.17	Monthly beginning on 02/20/2014
	N/A	

Security: You are giving a security interest in a motor vehicle.
☐ You are also giving a security interest in the following personal property (list each item): _____

Property insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.

Filing fees: $ N/A

Late charge: If a payment is more than 10 days late, you will be charged $35.00.

Prepayment: If you pay off early, you may have to pay a penalty, and will not be entitled to a refund of any prepaid finance charge.

See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

Date of this loan

The date of this loan is 01/06/2014

Principal amount of this loan

The principal amount of this loan is $ 28339.53

Interest rate

The interest rate applicable to this loan is 2.74 % per year.

Itemization of amount financed

We and/or the Dealer may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:

1. To Dealer on your behalf For your information, Dealer represents to you and to us that this amount covers the items in (a) through (g) below and is the sum of items (c) through (i). We do not warrant or guarantee Dealer's application of these amounts.		$ 28100.63
(a) Cash price (sum of items (i) through (iii) below)		$ 52431.63
(i) Price of property/services purchased (may include taxes, accessories and other items)		$ 51810.38
(ii) Dealer documentation fee		$ 538.00
(iii) License, title and registration fees		$ 23.25
(b) Less downpayment (sum of items (i) and (ii) below, but not less than zero)		$ 26000.00
(i) Cash (including rebates)		$ 12000.00
(ii) Trade-in allowance (gross)		$ 14000.00
Year 2008 Make NISSAN TRUCK Model FOREST NISSAN TRUCK /2006 NISSAN TRUCK QUE		
(iii) Amount owed on trade-in		$ 0.00
(iv) Trade-in allowance (net)		$ 14000.00
(c) Unpaid balance of cash price ((a) minus (b))		$ 26431.63
(d) Additional amount to pay off trade-in		$ N/A
(e) Payoff of prior loan (if a refinance)		$ N/A
(f) Lien filing fee (same amount as in "Filing fees" from the federal disclosures above)		$ N/A
(g) Credit insurance		$ N/A
(h) Extended service contract or warranty		$ 1669.00
(i) N/A		$ N/A
(j) N/A		$ N/A
(k) N/A		$ N/A
(l) N/A		$ N/A
2. To insurance co. for vendor's single interest insurance		$ 40.00
3. To us for Huntington GAP		$ N/A
4. To us for Huntington Credit Guard		$ N/A

Credit insurance

Credit life insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you to be insured qualifies and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. Your choice whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choice in any way when we make our loan decision. Any insurance benefit may not pay this loan in full.

If you want to buy credit insurance, you are buying it from or through the Dealer, and not from or through us. Any questions about this insurance must be directed to the Dealer, and not us. If you want to buy it, you must sign below on the line under the type of insurance elected. Two signatures for a type of insurance will indicate that joint coverage for both persons signing is elected. The policies or certificates issued by the insuring company will more fully describe the coverages, terms and conditions of the credit insurance.

Credit life insurance: Term N/A months Cost: $ N/A

(1) _____ (Signature) (2) _____ (Signature)

Credit disability insurance: Term N/A months Cost: $ N/A

(1) _____ (Signature) (2) _____ (Signature)

Optional Debt Protection Agreements

Debt Protection Agreements are NOT REQUIRED to obtain this loan and will not be provided unless you sign below and agree to pay the cost for such product(s). GAP (Guaranteed Auto Protection) and Huntington Credit Guard℠ are types of debt protection agreements. The Dealer will give you additional documents for any of these products that you purchase. If you buy GAP protection that is not Huntington GAP, we will credit your loan for the amount that your GAP protection indicates is waived or canceled when we receive payment for that amount from the Dealer or provider of the GAP protection.

You want to buy GAP at a cost of $ N/A

GAP Company Name: N/A

(1) _____ (Signature) (2) _____ (Signature)

You want to buy Huntington Credit Guard℠ at a cost of $ N/A

(1) _____ (Signature) (2) _____ (Signature)

Collateral for this agreement

As collateral for this loan, you give us a security interest in the following property and its accessions, and in any attachments existing as of the date of this loan or which you acquire within 10 days after that date:

YEAR 2014 MAKE FORD TRUCK

MODEL EXPLORER ODOMETER _____

VIN 1FMSK8FX1EGB40420

You represent that you will use the collateral primarily for ☐ consumer

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Tennessee Department of Revenue

CERTIFICATE OF VEHICLE REGISTRATION

RENEW ONLINE AT www.tncountyclerk.com

Invoice	13274
TimeStamp	09:46:00
Station No	WK02
Clerk/Draw	BW / 15
Cash	.00
Check	.00
Check #	
Credit	51.00
Credit #	6664
CC Auth #	416508
Voucher	.00
Change	.00

License No	Class	Base Yr	Trans Code	Date of Issue	Expiration Date
[redacted]	1000	2006	O25	10/01/2015	09/30/2016

Title No	Make	Model	Year	Body	Color	Lien
[redacted]	FORD	EPR	2014	UT	F	

VIN	Zone	Driver License	Lease
1FM5K8F8XEG[redacted]			

Emission No	Vehicle No	County Sticker	City Sticker
[redacted]		P	

County	County Clerk	Veh Use	Reg Weight
Williamson	Elaine Anderson	P	N/A

[redacted]

Owner's Phone 615-647-6328

[redacted]
BRENTWOOD TN [redacted]

Registration Fees	
Registration	21.50
Credit	.00
Lease	.00
Trans	.00
Clerk	1.25
Issuance	2.50
Title	.00
Lien	.00
Sales Tax	.00
SA Tax	.00
Local Tax	.00
Addnl Tax	.00
Cnt Wh Tax	25.75
Cty Wh Tax	.00
Organ Don	.00
Postage	.00
Online Fee	.00
Total Tax	.00
Total Fees	51.00
ID Verify	2122162

T.C.A. 55-4-108 Every Certificate of Registration shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle. Renewals of registration for all vehicles (except permanent registrations) are for twelve (12) months from the current expiration date. If the current expiration date falls on Saturday, Sunday, or a holiday, the current registration remains valid until the next business day.

Application Instructions
1. Clean debossed area in the upper right corner of plate. 2. Remove decal by folding at edge of decal and separate from registration.
3. Rub firmly to apply decal to upper right corner of plate. 4. Keep registration with vehicle.

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Krohn & Moss, Ltd.

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Writer licensed to practice only in:
Tennessee

November 4, 2015

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [redacted] **v. Ford Motor Company**
Vehicle: 2014 Ford Explorer
VIN: 1FM5K8F8XEG[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act 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 defects present in my clients' vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. These defects include, but are not limited to:

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1. Defective electrical system as evidenced by the intermittent illumination of the airbag light, no key detected message coming upon display while driving, SYNC screen going black while driving, navigation and Bluetooth volume either very low or very high and not adjusting, right side passing light on mirror assembly inoperative, rear DVD player not ejecting at times, not responding to commands and DVD getting stuck in player;
2. Defective exhaust system as evidenced by exhaust fume smell upon acceleration on highway;
3. Defective body/trim as evidenced by rattle in the glove box area and center console, black wheel trim on right rear popping out of place, module hanging down from under 3rd row seat right and both 2nd row seats not folding down when hitting button; and
4. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, 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. [redacted].

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 her 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. [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 her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. [redacted] v. Chevrolet Motor Division, [redacted].

Therefore, you are hereby notified in writing of your breach of warranty and of my clients' intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my

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clients have a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my clients for all monies paid on the vehicle, 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.

To avoid any litigation, my clients request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter 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 will 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, a lawsuit will be filed.

Sincerely,

Rhett C. Chandler

Rhett C. Chandler
Attorney at Law
Marshall & Associates, PLLC
1316 Clearview Drive
Mt. Juliet, TN 37122
Of Counsel to Krohn & Moss, Ltd.

RCC/vk
cc [redacted]

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BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Tennessee

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 covered by the Tennessee lemon law must be filed with BBB AUTO LINE within six months following the later of (1) the term of the applicable express warranty, or (2) one year following the date of the vehicle's original delivery to a consumer.

Claims not covered by the Tennessee lemon law and 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 not covered by the Tennessee lemon law and 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.

PE16-008 000503 LC

ELIGIBLE VEHICLES

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Tennessee lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Tennessee lemon law if they 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;
- Currently registered in Tennessee; and
- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Tennessee lemon law, 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.

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 all elements of the Tennessee lemon law **or** meets the following conditions:

PE16-008 000504 LC

- 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.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the Tennessee lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

1. *Full purchase price*, meaning the actual cost paid by the customer; and
2. All *collateral charges*, meaning manufacturer-installed or agent-installed items or service charges, credit life and disability insurance charges, sales taxes, title charges, license fees, registration fees, any similar governmental charges and other reasonable expenses incurred for the purchase of the motor vehicle.

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

To the lessee

1. Aggregate deposit and rental payments previously paid to the lessor for the leased vehicle;
2. Less "service fees".

"Service fees" are the portion of any lease payment attributable to (a) an amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two points above the prime rate in effect on the date the lease was executed; and (b) any insurance or other costs expended by the lessor for the benefit of the lessee.

To the lessor

1. Actual purchase cost of the vehicle;
2. Freight (if applicable);
3. Accessories (if applicable);
4. Any fee paid to another to obtain the lease; and

5. 5% of the lease price;
6. Less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

Replacement

Ford will provide a "comparable motor vehicle" from dealer inventory, meaning a new motor vehicle of comparable worth to the same make and model with all options and accessories, with appropriate adjustments being allowed for any model year differences.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the Tennessee lemon law, then the **repurchase** award of an owned vehicle will be reduced, or the **replacement** award of an owned or leased vehicle will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$(\text{all accrued mileage} - 100 \text{ miles}) \times \text{½ of the IRS amount allowed for business use of a personal vehicle}$$

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Tennessee lemon law, 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** in a claim that does **not** meet all elements of the Tennessee lemon law, 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.

PE16-008 000506 LC

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 000507 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 000508 LC

STANDARDS OF THE TENNESSEE LEMON LAW

The following is a brief explanation of most relevant provisions of the Tennessee lemon law. The complete text of the lemon law can be found at Tenn. Code Ann. 55-24-101 through 55-24-112.

VEHICLES COVERED

The Tennessee lemon law covers a passenger motor vehicle and a motorcycle that is sold in Tennessee and is subject to registration and title in Tennessee or any other state.

The Tennessee lemon law does not cover motor homes used as a dwelling place, living abode or sleeping place; garden tractors; recreational vehicles or off-road vehicles; and vehicles over 10,000 pounds gross vehicle weight.

CONSUMERS COVERED

The lemon law covers the following "consumers":

1. The purchaser (other than for purposes of resale) or the lessee of a motor vehicle;
2. Any person to whom the motor vehicle is transferred during the duration of an express warranty for that vehicle; or
3. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law covers a subsequent transferee, but does not cover any governmental entity or any business or commercial entity that registers three or more vehicles.

PROBLEMS COVERED

The lemon law covers any nonconformity to the warranty, defect or condition that substantially impairs the motor vehicle. This is referred to as a *nonconformity*.

"Substantially impair" is defined to mean to render a vehicle unreliable or unsafe for normal operation or to reduce its resale market value below the average resale value for comparable vehicles.

It is an affirmative defense if the manufacturer can show that the alleged nonconformity does not substantially impair the motor vehicle, or the nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of the vehicle by a consumer.

TERM OF PROTECTION

The lemon law defines "term of protection" to mean the term of applicable express warranties or the period of one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first.

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MANUFACTURER'S DUTY TO REPAIR

If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of protection, then the manufacturer, its agent or authorized dealer must correct the nonconformity. Repairs must be made even if the term of protection has expired.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty by correcting a nonconformity after a *reasonable number of attempts*, then the manufacturer must replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Tennessee lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform the motor vehicle to the applicable express warranties if either of the following occurs:

1. The same nonconformity has been subject to repair three or more times by the manufacturer, its agents or authorized dealers during the term of protection, but the nonconformity continues to exist; or

2. The motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days during the term of protection.

The term of protection and the 30 day period are extended by any period during which repair services are not available because of war, invasion, strike or fire, flood or other natural disaster.

OPPORTUNITY TO REPAIR

The consumer or a representative must give written notification by certified mail directly to the manufacturer of the need for correction or repair of the nonconformity. If the manufacturer's address is not readily available in the owner's manual or manufacturer's warranty received by the consumer at the time of purchase, the consumer can mail the notification to an authorized dealer who will forward it to the manufacturer.

If the presumption of a reasonable number of repair attempts has been met at the time of the notice, the manufacturer must be given an additional opportunity, not to exceed 10 days, to correct or repair the nonconformity.

DISPUTE RESOLUTION

If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703 and with the provisions of the lemon

law, and the manufacturer causes the consumer to be notified of the procedure, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure. The Tennessee Attorney General must, upon application, issue a determination whether the informal dispute settlement procedure qualifies under the lemon law.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within six months following the *later* of (1) expiration of the express warranty term, or (2) one year following the date of the vehicle's original delivery to a consumer. The statute of limitations does not run for the period beginning on the date when the consumer submits a dispute to an informal dispute settlement procedure and ending on the date of the procedure's decision or the date before which the manufacturer is required by the decision to fulfill its terms, whichever is later.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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REMEDIES UNDER THE TENNESSEE LEMON LAW

REPURCHASE OF OWNED VEHICLES

The Tennessee lemon law provides that a manufacturer must pay the following amounts when it repurchases an owned vehicle under the lemon law:

1. *Full purchase price*, meaning the actual cost paid by the consumer; and
2. All *collateral charges*, meaning manufacturer-installed or agent-installed items or service charges, credit life and disability insurance charges, sales taxes, title charges, license fees, registration fees, any similar governmental charges and other reasonable expenses incurred for the purchase of the motor vehicle;
3. Less a reasonable allowance for use.

Refunds must be made to the consumer and lienholder, if any, as their interests appear.

The *reasonable allowance for use* means that amount directly attributable to use by a consumer prior to the first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the vehicle is not out of service by reason of repair; plus a reasonable amount for any damage not attributable to normal wear.

A reasonable allowance for use cannot exceed one-half the amount allowed per mile by the Internal Revenue Service (Section 162 of the Internal Revenue Code), for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the vehicle resulting from damage beyond normal wear and tear unless the damage resulted from nonconformity to an express warranty.

REPURCHASE OF LEASED VEHICLES

The Tennessee lemon law states that a manufacturer must pay the following amounts when it repurchases a leased vehicle under the lemon law:

To the lessee

1. Aggregate deposit and rental payments previously paid to the lessor for the leased vehicle;
2. Less "service fees".

"Service fees" are the portion of any lease payment attributable to a) an amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two points above the prime rate in effect on the date the lease was executed; and b) any insurance or other costs expended by the lessor for the benefit of the lessee.

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PE16-008 000512 LC

To the lessor

1. Actual purchase cost of the vehicle;
2. Freight (if applicable);
3. Accessories (if applicable);
4. Any fee paid to another to obtain the lease; and
5. 5% of the lease price;
6. Less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

REPLACEMENT

When replacing a vehicle under the Tennessee lemon law, the manufacturer must provide a "comparable motor vehicle", meaning a new motor vehicle of comparable worth to the same make and model with all options and accessories, with appropriate adjustments being allowed for any model year differences. The reasonable allowance for use appears not to apply to a replacement.

The provisions relating to replacement do not affect the interests of a lienholder. Unless the lienholder consents to the replacement of the lien with a corresponding lien on the replacement vehicle, the lienholder must be paid in full the amount due on the lien, including interest and other charges, before an exchange of motor vehicles or a refund to the consumer is made.

If the nonconforming motor vehicle was financed by the manufacturer or its subsidiary or agent, the manufacturer, subsidiary or agent must not require the consumer to enter into any refinancing agreement that would create any financial obligations beyond those imposed by the original financing agreement.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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[redacted]

Case

[redacted]

General Info

Overview

Case Number	[redacted]	**Status**	Resolved
Priority		**Owner**	Correspondence
Expected Resolution Date		**Status Reason**	Resolved | Closed
Input Channel	Survey		

Close Case

Close Case Info

Resolution Type	Close Issue	**Comments**	
Closure Type	Resolved		

Customer Info

Advanced Search

Search On	Contact	**Search By**	

Customer Name	[redacted]	**Caller Type**	

Customer Home Phone		**Use for Reply-To**	
Customer Business Phone		**Customer Delegate**	
Customer Mobile Phone		**Customer Delegate Phone**	
Vehicle Purchase Status		**Relationship**	
Current CLP LTV Score	90		

Customer Scores

Loyalty Score	75	**Defector Score**	61
CLP LTV Score	80	**Dissat Score**	
In-Market	25	**ESP Score**	
Likelihood to Service		**Service Segments**	

Dealer Info

Dealer Info

Dealer Name	Freedom Ford Lincoln of Morgantown		
Dealer PA Code	04204	**Dealer Service Manager**	
Dealer Phone Number	(304) 296-4477	**More than one Service Manager**	No
Dealer Contact		**Service Mgr Phone**	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8B89EG[redacted]	**Mileage**	
Copy VIN	1FM5K8B89EG[redacted]	**Mileage Units**	Miles
Warranty Start Date		**Hours in Service**	
Vehicle Modifications	No	**Converted Mileage**	
Days Out of Service		**Number of Repairs**	
Original Selling Dealer		**Original Selling PA**	

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8B - EXPLORER BASE 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F
Model / Vehicle Line	EXPLORER		
Body Style	K8B - EXPLORER BASE 4WD 4-DR		

Case Classification

Classification

Responsible Team	Correspondence
Case Classification Full Path	Owner Communication > Customer Viewpoint Survey > Customer Viewpoint > Service Comments
Case Classification Level 1	Owner Communication
Case Classification	Customer Viewpoint Survey

BE16-008 000517 LC

Level 2

Case Classification Level 3 Customer Viewpoint

Case Classification Level 4 Service Comments

Classification

Initial Contact Target 9/11/2014 5:00 PM

Initial Contacted No

Case Closure Target

Initial Contact Date

Symptom Code

Symptom Code

Level 1

Level 2

Level 3

Level 4

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0003346529

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order

RE16.008 000518 LC

Number

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

	Subject	Activity Type	Activity Status	Priority	Date Created	Created By	Last Updated	M
	[illegible]	[illegible]	[illegible]	Normal	[illegible]	[illegible]	[illegible]	
	[illegible]	[illegible]	[illegible]	Normal	[illegible]	[illegible]	[illegible]	
		[illegible]	[illegible]	Normal	[illegible]	[illegible]	[illegible]	

1 [illegible] (2 selected) Page 1

Notes & Article

Notes

Title: Note created on 10/16/2014 09:11 AM by DaVonya Lyons, Default Team: Correspondence

Note created on 10/16/2014 9:11 AM by DaVonya Lyons

Edited 10/16/2014 9:11 AM by DaVonya Lyons

PE16-008 000519 LC

Online WTY survey

service date 8/22 Very dissat

CUST SAYS:

They have an ongoing exhaust problem. Comes into the cab and makes everyone sick.

CRC SAYS:

Per records, no longer owns vehicle.

Article

Article

Admin Info

Admin Info

Created By	ford prdload1	**Modified By**	DaVonya Lyons
Created On	9/1/2014 6:35 AM	**Modified On**	10/16/2014 9:11 AM
Begin Date	9/1/2014	**Case Type**	
Title	[redacted]	**Source Created By**	

Case

CAS-5196178-S7N9Y4

General Info

Overview

Case Number	[redacted]	**Status**	Resolved
Priority	Medium	**Owner**	Tier 3 DRP
Expected Resolution Date		**Status Reason**	Resolved | Closed
Input Channel	Webform		

Close Case

Close Case Info

Resolution Type	Close Issue	**Comments**	
Closure Type	Resolved		

Customer Info

Advanced Search

Search On	[redacted]	[redacted]	

[redacted] **Caller Type**

BE16008 000521 LC

Customer Home Phone		**Use for Reply-To**	
Customer Business Phone		**Customer Delegate**	
Customer Mobile Phone		**Customer Delegate Phone**	
Vehicle Purchase Status		**Relationship**	
Current CLP LTV Score	N/S		

Customer Scores

Loyalty Score		**Defector Score**	
CLP LTV Score	N/S	**Dissat Score**	
In-Market		**ESP Score**	
Likelihood to Service		**Service Segments**	

Dealer Info

Dealer Info

Dealer Name	Freedom Ford Lincoln of Morgantown		
Dealer PA Code	04204	**Dealer Service Manager**	
Dealer Phone Number	(304) 296-4477	**More than one Service Manager**	No
Dealer Contact		**Service Mgr Phone**	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

Vehicle Info

VIN	1FM5K8B89EG[redacted]	**Mileage**	2,800
Copy VIN	1FM5K8B89EG[redacted]	**Mileage Units**	Miles
Warranty Start Date		**Hours in Service**	
Vehicle Modifications	No	**Converted Mileage**	
Days Out of Service		**Number of Repairs**	
Original Selling Dealer		**Original Selling PA**	

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8B - EXPLORER BASE 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F
Model / Vehicle Line	EXPLORER		
Body Style	K8B - EXPLORER BASE 4WD 4-DR		

Case Classification

Classification

Responsible Team	Tier 3 DRP
Case Classification Full Path	Consumer Intervention > DRP/BBB > DRP-Vehicle Repurchase/Replacement Request
Case Classification Level 1	Consumer Intervention
Case Classification	DRP/BBB

PE16-008 000523 LC

Level 2

Case Classification DRP-Vehicle Repurchase/Replacement Request

Level 3

Case Classification

Level 4

Classification

Initial Contact Target

Initial Contacted No

Case Closure Target 11/5/2014 5:00 PM

Initial Contact Date

Symptom Code

Symptom Code

Level 1

Level 2

Level 3

Level 4

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 0003393179

Stars ID

Tech Hotline No

FSA Number

Campaign Number

Repair Order

Number

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created	Created By	Date Updated
Case Resolution	Case Resolution	Completed	Normal	10/17/2014 5:16 PM	Teresa Pontillo	10/17/2014 5:16 PM
Approved - Buyback Verified	Approved	Completed	Normal	10/17/2014 5:13 PM	Teresa Pontillo	10/17/2014 5:13 PM
DRP/Stat Administration/Small	DRP Stat Administration/Small	Completed	Normal	10/25/2014 5:21 PM	Unassigned	10/17/2014 5:17 PM
DEALER REPORT DAVIS C...	Approved	Completed	Normal	10/17/2014 9:20 AM	Teresa Pontillo	10/29/2014 9:20 AM
DEALER REPORT DAVIS	Scheduled Follow Up	Completed	Normal	9/25/2014 2:... PM	Teresa Pontillo	9/29/2014 9:20 AM
DEALER REPORT RECEIVED	DRP/Stat Administration/Small	Completed	Normal	9/25/2014 1:... PM	Teresa Pontillo	10/17/2014 5:17 PM
DRP/Stat Administration/Small	DRP/Stat Administration/Small	Completed	Normal	9/11/2014 10:22 AM	Unassigned	10/17/2014 5:15 PM
Closed Case	Case Resolution	Completed	Normal	9/10/2014 9:34 AM	Unassigned	9/10/2014 10:19 AM

1 - 8 of 8 (0 selected) Page 1

Notes & Article

Notes

Title: REPURCHASE DECISION RENDERED, Default Team: Tier 3 DRP
Note created on 10/20/2014 9:04 AM by Teresa Pontillo

Edited 10/20/2014 9:04 AM by Teresa Pontillo

PE16-008 000525 LC

Davis- Repurchase decision rendered.pdf (159,621 Byte(s))

Title: Note created on 10/20/2014 9:03 AM by Teresa Pontillo, Default Team: Tier 3 DRP
Note created on 10/20/2014 9:03 AM by Teresa Pontillo Edited 10/20/2014 9:03 AM by Teresa Pontillo
- 10/17/14: REPURCHASE DECISION RENDERED BY ARB. CURRENTLY AWAITING CONSUMERS A/R FORM

Title: DEALER REPORT RECEIVED, Default Team: Tier 3 DRP
Note created on 9/29/2014 3:47 PM by Teresa Pontillo Edited 9/29/2014 3:47 PM by Teresa Pontillo
Davis- Dealer Report received.pdf (1,039,563 Byte(s))

Title: Note created on 9/29/2014 3:47 PM by Teresa Pontillo, Default Team: Tier 3 DRP
Note created on 9/29/2014 3:47 PM by Teresa Pontillo Edited 9/29/2014 3:47 PM by Teresa Pontillo
- 09/29/14: DEALER REPORT RECEIVED BY SM

Title: DEALER REPORT SUBMITTED, Default Team: Tier 3 DRP
Note created on 9/23/2014 11:30 AM by Teresa Pontillo Edited 9/23/2014 11:30 AM by Teresa Pontillo
Davis- DLR Report submitted.msg (190,977 Byte(s))

Title: Note created on 9/23/2014 11:30 AM by Teresa Pontillo, Default Team: Tier 3 DRP
Note created on 9/23/2014 11:30 AM by Teresa Pontillo Edited 9/23/2014 11:30 AM by Teresa Pontillo
- 09/23/14: DRS SUBMITTED DEALER REPORT TO SM CHRIS METHENY AT FREEDOM FORD AND SUBMITTED INITIAL SETTLEMENT OFFER TO BBB FOR AN FSE INSPECTION/REPAIR AND A 5/75 PREMIUM CARE ESP WITH A $100.00 DEDUCTIBLE UPON CUST SATISFACTION

Article

Article

Admin Info

EP16008 000526 LC

Admin Info

Created By	crmapppool DI	**Modified By**	ford prdload1
Created On	9/10/2014 9:54 AM	**Modified On**	10/17/2014 5:13 PM
Begin Date	9/10/2014	**Case Type**	
Title	CAS-5196178-S7N9Y4	**Source Created By**	

[redacted]

Case

[redacted]

General Info

Overview

Case Number	[redacted]	**Status**	Resolved
Priority	High	**Owner**	Tier 2 CCT
Expected Resolution Date		**Status Reason**	Resolved | Closed
Input Channel	Letter		

Close Case

Close Case Info

Resolution Type	Addressed	**Comments**	
Closure Type	Addressed		

Customer Info

Advanced Search

Search On	Contact	**Search By**	
Customer Name	[redacted]	**Caller Type**	

EE16-008 000528 LC

Customer Home Phone	[redacted]	**Use for Reply-To**	
Customer Business Phone		**Customer Delegate**	
Customer Mobile Phone		**Customer Delegate Phone**	
Vehicle Purchase Status	Subsequent Owner	**Relationship**	
Current CLP LTV Score	N/S		

Customer Scores

Loyalty Score		**Defector Score**	
CLP LTV Score	N/S	**Dissat Score**	
In-Market		**ESP Score**	
Likelihood to Service		**Service Segments**	

Dealer Info

Dealer Info

Dealer Name	Freedom Ford Lincoln of Morgantown		
Dealer PA Code	04204	**Dealer Service Manager**	
Dealer Phone Number	(304) 296-4477	**More than one Service Manager**	
Dealer Contact		**Service Mgr Phone**	
		Portal Status	No New Message
FMCC Branch Code			

Vehicle Info

EXHIBIT 000529 LC

Vehicle Info

VIN	1FM5K8B89EG[redacted]	**Mileage**	3,258
Copy VIN	1FM5K8B89EGB[redacted]	**Mileage Units**	Miles
Warranty Start Date	5/30/2014	**Hours in Service**	
Vehicle Modifications	No	**Converted Mileage**	
Days Out of Service		**Number of Repairs**	
Original Selling Dealer	Superior Ford Lincoln	**Original Selling PA**	05909

Vehicle Specification

Vehicle Specification Full Path	2014 > FORD > EXPLORER > K8B - EXPLORER BASE 4WD 4-DR		
Model Year	2014	**Engines Specification**	3.5L V6 CYCLONE TIVCT
Make	FORD	**Transmissions Specification**	6 SPD AUTO TRANS 6F
Model / Vehicle Line	EXPLORER		
Body Style	K8B - EXPLORER BASE 4WD 4-DR		

Case Classification

Classification

Responsible Team	Correspondence
Case Classification Full Path	Vehicle Concern > Buyback Request > Non-California Vehicle > CCT Criteria
Case Classification Level 1	Vehicle Concern
Case Classification	Buyback Request

PE16-008 000530 LC

Level 2

Case Classification Level 3 Non-California Vehicle

Case Classification Level 4 CCT Criteria

Classification

Initial Contact Target	9/19/2014 5:00 PM	**Initial Contacted**	No
Case Closure Target	10/22/2014 5:00 PM	**Initial Contact Date**	

Symptom Code

Symptom Code	Safe & Secure > Smoke/Odor > Exhaust > OTHER
Level 1	Safe & Secure
Level 2	Smoke/Odor
Level 3	Exhaust
Level 4	OTHER

Miscellaneous Info

Miscellaneous Info

Master Case

Caller Authorization Code 00003413779

Stars ID

Tech Hotline No

FSA Number

Campaign Number

FORD 008 000531 LC

Repair Order Number

Contract Info

Ford Credit Contract #

Form Letter Code

ESP Contract #

Non-Ford ESP No

Activities

All Activities

Subject	Activity Type	Activity Status	Priority	Date Created	Owned By	Date Completed
Case Resolution	Case Resolution	Completed	Normal	10/1/2014 [illegible]	Kimberly Washington	10/1/2014 10:00
CALL To - [illegible]	Phone Call	Completed	Normal	[illegible]	Kimberly Washington	[illegible]
Schedule Follow Up	Appointment	Completed	Normal	9/17/2014 12:44	Kimberly Washington	10/1/2014 10:00
Schedule Follow Up	Schedule Follow Up	Completed	Normal	9/17/2014 12:43	Kimberly Washington	10/1/2014 10:00
CALL To - 2013604477	Phone Call	Completed	Normal	9/17/2014 12:13	Kimberly Washington	9/17/2014 12:13
Transfer / Escalation	Transfer/Escalation	Completed	Normal	9/17/2014 12:05	Kimberly Otto	9/17/2014 12:43
Close Case	Close Case	Completed	Normal	9/17/2014 10:58	Kimberly Otto	10/1/2014 10:00
Transfer / Escalation	Transfer/Escalation	Completed	Normal	9/17/2014 10:48	Kimberly Otto	9/17/2014 11:03
Re-Open Case	Re-Open Case	Completed	Normal	9/17/2014 10:48	Kimberly Otto	9/17/2014 10:48
CALL From - 3046983402	Phone Call	Completed	Normal	9/17/2014 10:30	Kimberly Otto	9/17/2014 10:48

1 - 10 of 15 (0 selected) Page 1

Notes & Article

Notes

Title: Note created on 10/1/2014 9:57 AM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 10/1/2014 9:57 AM by Kimberly Washington Edited 10/1/2014 9:57 AM by Kimberly Washington

CSM MADE OBC TO SVC MGR CHRIS; SVC MGR INFOREMD CSM THAT THE CUST IS WORKING WITH BBB

CSM VERIFIED IN FMC: CUST WORKING WITH BBB IN ALT CASE: 5196178

SVC MGR INFORMED CSM THAT HE HAS FAXED INFO TO PERSON REQUESTED

Title: Note created on 9/17/2014 12:43 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/17/2014 12:43 PM by Kimberly Washington Edited 9/17/2014 12:43 PM by Kimberly Washington

CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW

CSM MADE OBC TO CUST @ (304) 698-9402: CUST PROVIDED CSM WITH CURRENT MILES @ 3,200

CUST INFORMED CSM THAT SHE HAS A SCHEDULED TOMORROW 6TH REPAIR ATTEMPT

CUST IS WORKING WITH THE SVC MGR CHRIS

CSM INFORMED CUST THAT THE CASE WILL BE PROVIDED WITH A GOOD FAITH REVIEW

CSM INFORMED CUST THAT THE REVIEW CAN TAKE UP TO 14 BUS DAYS

Title: Note created on 09/17/2014 12:43 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/17/2014 12:42 PM by Kimberly Washington Edited 9/17/2014 12:42 PM by Kimberly Washington

CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW

CSM MADE OBC TO CUST @ [redacted]: CUST PROVIDED CSM WITH CURRENT MILES @ 3,200

CUST INFORMED CSM THAT SHE HAS A SCHEDULED TOMORROW 6TH REPAIR ATTEMPT

CUST IS WORKING WITH THE SVC MGR CHRIS

CSM INFORMED CUST THAT THE CASE WILL BE PROVIDED WITH A GOOD FAITH REVIEW

CSM INFORMED CUST THAT THE REVIEW CAN TAKE UP TO 14 BUS DAYS

Title: Note created on 09/17/2014 11:05 AM by Kimberly Otto, Default Team: Tier 1 Inbound

Note created on 9/17/2014 11:05 AM by Kimberly Otto Edited 9/17/2014 11:06 AM by FordCRMAppUserAccount CRM

CUST SAYS:
Customer wants FMC to buy back the vehicle. The exhaust fumes are causing the customer to have to roll the windows down when in operation. Fumes are giving me and my family migraine headaches. The vehicle is sitting in the driveway. Car has been in for service six times. She filed a report with the BBB and originally did not want to talk with the CSM. She received a letter from the BBB advising her to call FMC. She would like to re open the case and work with FMC to get a buy back.

PER CUST, DLR SAYS:
Dealership will buy the vehicle back but it will be at a loss. It will be considered "used" . The dealership doesn't understand why FMC won't buy it back.

CRC ADV:
I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team. 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 1 business day. The case number that I have reopened for you today is[redacted]

Title: Note created on 9/11/2014 3:31 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/11/2014 3:31 PM by Kimberly Washington Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

CSM MADE OBC TO CUST @[redacted]: CUST INFORMED CSM THAT SHE SHOULD NOT BE SPEAK TO CSM AS SHE IS WORKING WITH THE BBB
CSM THANKED CUST FOR TAKING THE CALL

Title: Note created on 09/11/2014 02:58 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/11/2014 2:58 PM by Kimberly Washington Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

WSD: 5/30/2014
N/S
ESP:USA 2014 NEW 72/75K PREM MAINT(M&W) 5K INTERVAL
CURRENT NHL
AWS: perform 14-0130 exhaust

Title: Note created on 09/11/2014 02:53 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/11/2014 2:53 PM by Kimberly Washington Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

CSM MADE OBC TO SVC MGR CHRIS @ (304) 296-4477: SVC MGR CHRIS INFORMED CSM THAT THAT NHL informed the mech to retake the bumper off and make sure that everything is sealed properly, nhl wants tech to go over piece by piece

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Title: Note created on 9/11/2014 2:48 PM by Kimberly Washington, Default Team: Tier 2 CCT

Note created on 9/11/2014 2:48 PM by Kimberly Washington Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

Title: Note created on 09/11/2014 08:37 AM by Marie Glaou, Default Team: Correspondence
Note created on 9/11/2014 8:37 AM by Marie Glaou Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

LETTER DATED ON 9/9/2014

CUST SAYS:
exhaust leak, he is requesting a buyback of his veh

PER CUST, DLR SAYS:
N/A

CRC ADVISED:
thank you for your feedback, we have escalated your issue

Title: File Attachment, Default Team: Correspondence
Note created on 9/11/2014 8:37 AM by Marie Glaou Edited 9/17/2014 10:48 AM by FordCRMAppUserAccount CRM

TINY DAVIS-ESCALATION.docx (18,249 Byte(s))

Article

Article

Admin Info

Admin Info

Created By	FordCRMAppUserAccount CRM	**Modified By**	Kimberly Washington
Created On	9/10/2014 3:37 PM	**Modified On**	10/1/2014 10:00 AM
Begin Date	9/10/2014	**Case Type**	
Title	CAS-5199978-Q0Z2N7	**Source Created By**	

RE16-008 000536 LC

GCQIS Report Analysis

Report Summary

Report 1 of 2

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# :	EIEBW002 NHL			**Received:**	09/05/2014
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2014,EXPLORER 4X4 (U502) ,BASE ,4 DOOR ,MPV ,1FM5K8B89EG[redacted]			**Build Date:**	01/22/2014
Odometer :	3,016 M	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F50	**Axle:**		**A/C:**	YES
Dealer:	USA 04204 Freedom Ford Lincoln of Morgan			**Phone#:**	304-296-4477
City:	Morgantown	**State:**	West Virgini	**Country :**	USA

Originator: don teneyck

Symptom: 4 47 Z 00 ST/RN/MV,ODOR,NOT LISTED,UNKNOWN

Status:

VFG: V25 FUEL FILLING & DELIVERY

Additional Symptom: exhaust/brake odor

Fix: **Causal Component :**

Condition Code:

Hotliner: CSYSOCK **Phone:** - **Regn Cd:** G4 Pittsburgh

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

Dlr Contact: don teneyck **Phone:** **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

CONCER 09/05/2014 08:52AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE

Web Form Data - Concern: customer said exhaust smell and brake smell Diagnostics: we did tsb14-0130 Parts replaced: only tsb parts Tech Question: is there any other known repairs or reasons for odors like this

RECOMM 09/05/2014 08:52AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE

Don, It is noted TSB 14-0130 was performed to address this condition. If the TSB was not performed verbatim, or a faulty body seam or seal is present, a repeat odor concern can occur. Since an odor continues, suggest consulting with the customer a note when the odor is most evident. An exhaust/brake odor may be present if the customer is following a vehicle that exhibits a hard acceleration event (i.e. entering a highway) or a semi truck that is using the brakes, excessive, such as a driving down an incline. If these are the conditions in which the odor is evident, suspect the concern to be environmentally induced. However if the odor occurs with no other vehicles around, suspect the TSB was not performed verbatim or a faulty seal/seam is present, allowing the odor to enter the passenger compartment. If the odor can be duplicated, with the aid of an assistant, note were the odor is most evident (such as rear of vehicle, driver seat, etc.). If the odor is most evident when sitting in the driver seat, suspect the steering column shaft seal to be at fault. There have been cases of a faulty seal inducing an odor concerns prior to and after performing the TSB. Note in some cases the seal may appear OK though allow the odor to pass. If most evident in the driver seat, seal replacement would be advised. If the odor is most evident from the rear of the vehicle, ensure the TSB was followed verbatim. There have been repeat concerns if only some of the components were replaced and if an adequate amount of seam sealer and rubberized under coating was not applied. However if the TSB was followed thoroughly please verify the following:
Verify proper body sealing as per Section 501-00 Body System
General Information of the Workshop Manual.
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.

PE16-008 000538 LC

Verify the lift gate seal for damage, dirt build and proper fit/contact pattern. Ensure that the lift gate plugs are in place in the drain holes and sealed properly. If any issues are found, repair as needed, if no issues are found, suggest using the Rotunda 134-R0135 Leak Detector (or equivalent) to locate leak points/seal openings, making repairs 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.

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

5-Nov-2014
Retention: None

Ford Proprietary, Private

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GCQIS Report Analysis

Report Summary

Report 2 of 2

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# :	EIJFA607 CACVOC--or-- C1 0000341377MS			**Received:**	09/16/2014
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2014,EXPLORER 4X4 (U502) ,BASE ,4 DOOR ,MPV ,1FM5K8B89EG[redacted]			**Build Date:**	01/22/2014
Odometer :	3,258 M	**Engine:**	3.5L CYCLO	**Calibration:**	EUB1SN0A
Transmission:	6F50	**Axle:**		**A/C:**	YES
Dealer:	USA 04204 Freedom Ford Lincoln of Morgan			**Phone#:**	304-296-4477
City:	Morgantown	**State:**	West Virgini	**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: TINY DAVIS **Home Phone:** ( )
Work Phone: ( ) **Region:** G4 Pittsburgh
Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** RUBY RED TC

BE16008 000540 LC

KOEO:

KOEC:

KOER:

Comments:

OWNREL 09/11/2014 12:37PM

LETTER DATED ON 9/9/2014 CUST SAYS:exhaust leak, he is requesting a buyback of his vehPER CUST, DLR SAYS:N/ACRC ADVISED:thank you for your feedback, we have escalated your issue LETTER DATED ON 9/9/2014 CUST SAYS:exhaust leak, he is requesting a buyback of his vehPER CUST, DLR SAYS:N/ACRC ADVISED:thank you for your feedback, we have escalated your issue LETTER DATED ON 9/9/2014 CUST SAYS:exhaust leak, he is requesting a buyback of his vehPER CUST, DLR SAYS:N/ACRC ADVISED:thank you for your feedback, we have escalated your issue

OWNREL 09/11/2014 01:02PM

LETTER DESCRIBING FUEL ECONOMY CHANGES PENDING MANAGER APPROVAL LETTER DESCRIBING FUEL ECONOMY CHANGES PENDING MANAGER APPROVAL

OWNREL 09/11/2014 06:53PM

CSM MADE OBC TO SVC MGR CHRIS @ (304) 296-4477: SVC MGR CHRIS INFORMED CSM THAT THAT NHL informed the mech to retake the bumper off and make sure that everything is sealed properly, nhl wants tech to go over piece by piece CSM MADE OBC TO SVC MGR CHRIS @ (304) 296-4477: SVC MGR CHRIS INFORMED CSM THAT THAT NHL informed the mech to retake the bumper off and make sure that everything is sealed properly, nhl wants tech to go over piece by piece CSM MADE OBC TO SVC MGR CHRIS @ (304) 296-4477: SVC MGR CHRIS INFORMED CSM THAT THAT NHL informed the mech to retake the bumper off and make sure that everything is sealed properly, nhl wants tech to go over piece by piece

OWNREL 09/11/2014 06:58PM

WSD: 5/30/2014N/SESP:USA 2014 NEW 72/75K PREM MAINT(M&W) 5K INTERVALCURRENT NHLAWS: perform 14-0130 exhaust WSD: 5/30/2014N/SESP:USA 2014 NEW 72/75K PREM MAINT(M&W) 5K INTERVALCURRENT NHLAWS: perform 14-0130 exhaust WSD: 5/30/2014N/SESP:USA 2014 NEW 72/75K PREM MAINT(M&W) 5K INTERVALCURRENT NHLAWS: perform 14-0130 exhaust

OWNREL 09/11/2014 07:31PM

CSM MADE OBC TO CUST @[redacted]: CUST INFORMED CSM THAT SHE

BE16-008 000541 LC

SHOULD NOT BE SPEAK TO CSM AS SHE IS WORKING WITH THE BBBCSM THANKED CUST FOR TAKING THE CALL CSM MADE OBC TO CUST @ [redacted]; CUST INFORMED CSM THAT SHE SHOULD NOT BE SPEAK TO CSM AS SHE IS WORKING WITH THE BBBCSM THANKED CUST FOR TAKING THE CALL CSM MADE OBC TO CUST @ [redacted]: CUST INFORMED CSM THAT SHE SHOULD NOT BE SPEAK TO CSM AS SHE IS WORKING WITH THE BBBCSM THANKED CUST FOR TAKING THE CALL

OWNREL 09/17/2014 03:05PM

CUST SAYS:Customer wants FMC to buy back the vehicle. The exhaust fumes are causing the customer to have to roll the windows down when in operation. Fumes are giving me and my family migraine headaches. The vehicle is sitting in the driveway. Car has been in for service six times. She filed a report with the BBB and originally did not want to talk with the CSM. She received a letter from the BBB advising her to call FMC. She would like to re open the case and work with FMC to get a buy back. PER CUST, DLR SAYS:Dealership will buy the vehicle back but it will be at a loss. It will be considered "used" . The dealership doesnt understand why FMC wont buy it back. CRC ADV: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealerships management team. 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 1 business day. The case number that I have reopened for you today is CAS-5199978
CUST SAYS:Customer wants FMC to buy back the vehicle. The exhaust fumes are causing the customer to have to roll the windows down when in operation. Fumes are giving me and my family migraine headaches. The vehicle is sitting in the driveway. Car has been in for service six times. She filed a report with the BBB and originally did not want to talk with the CSM. She received a letter from the BBB advising her to call FMC. She would like to re open the case and work with FMC to get a buy back. PER CUST, DLR SAYS:Dealership will buy the vehicle back but it will be at a loss. It will be considered "used" . The dealership doesnt understand why FMC wont buy it back. CRC ADV: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealerships management team. 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 1 business day. The case number that I have reopened for you today is[redacted]

PE16-008 000542 LC

CUST SAYS:Customer wants FMC to buy back the vehicle. The exhaust fumes are causing the customer to have to roll the windows down when in operation. Fumes are giving me and my family migraine headaches. The vehicle is sitting in the driveway. Car has been in for service six times. She filed a report with the BBB and originally did not want to talk with the CSM. She received a letter from the BBB advising her to call FMC. She would like to re open the case and work with FMC to get a buy back. PER CUST, DLR SAYS:Dealership will buy the vehicle back but it will be at a loss. It will be considered "used" . The dealership doesnt understand why FMC wont buy it back. CRC ADV: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealerships management team. 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 1 business day. The case number that I have reopened for you today is CAS-5199978

OWNREL 09/17/2014 04:42PM

CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW CSM MADE OBC TO CUST @ [redacted]: CUST PROVIDED CSM WITH CURRENT MILES @ 3,200CUST INFORMED CSM THAT SHE HAS A SCHEDULED TOMORROW 6TH REPAIR ATTEMPTCUST IS WORKING WITH THE SVC MGR CHRISCSM INFORMED CUST THAT THE CASE WILL BE PROVIDED WITH A GOOD FAITH REVIEWCSM INFORMED CUST THAT THE REVIEW CAN TAKE UP TO 14 BUS DAYS CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW CSM MADE OBC TO CUST @ [redacted]: CUST PROVIDED CSM WITH CURRENT MILES @ 3,200CUST INFORMED CSM THAT SHE HAS A SCHEDULED TOMORROW 6TH REPAIR ATTEMPTCUST IS WORKING WITH THE SVC MGR CHRISCSM INFORMED CUST THAT THE CASE WILL BE PROVIDED WITH A GOOD FAITH REVIEWCSM INFORMED CUST THAT THE REVIEW CAN TAKE UP TO 14 BUS DAYS CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW CSM MADE OBC TO CUST @ [redacted]: CUST PROVIDED CSM WITH CURRENT MILES @ 3,200CUST INFORMED CSM THAT SHE HAS A SCHEDULED TOMORROW 6TH REPAIR ATTEMPTCUST IS WORKING WITH THE SVC MGR CHRISCSM INFORMED CUST THAT THE CASE WILL BE PROVIDED WITH A GOOD FAITH REVIEWCSM INFORMED CUST THAT THE REVIEW CAN TAKE UP TO 14 BUS DAYS

OWNREL 09/17/2014 04:43PM

CSM MADE OBC TO TO SVC DEPT: SVC ADV AGREED TO FAX CSM AUTH RO FOR GODD FAITH REVIEW CSM MADE OBC TO CUST @ [redacted] CUST

PE16-008 000543 LC

WV

FAX

Date:	10/29/2014
Pages including cover sheet:	8

To:	Ford fax
Phone	
Fax Number	+13138455555

From:	Christina Gill Roseman
	Roseman Law Firm
	4885-A McKnight Rd, No. 42
	Pittsburgh
	PA 15237
Phone	(800) 745-5259 * 101
Fax Number	(888) 588-1983

NOTE:

Tiny and Jeffrey Davis vs. Ford

OGC Lit
Consumer Claims

Send and receive faxes with RingCentral, www.ringcentral.com

RingCentral

ROSEMAN LAW FIRM, PLLC
4885-A McKnight Road, No. 428
Pittsburgh, PA 15237
(800) 745-5259
Fax: (888) 588-1983
Fighting for Consumers in Pennsylvania, West Virginia, Ohio and Michigan

Christina Gill Roseman, Esq.
Admitted to Practice in PA, WV, OH, MI and WI
croseman@helpforlemoncars.com

October 29, 2014

Ford Motor Company
Customer Relations Center
16800 Executive Plaza Drive
Dearborn, MI 48126

Via transmission by facsimile only to 313-845-5555

Re: [redacted] v. Ford
2014 Ford Explorer
VIN: 1FM5K8B89EG[redacted]

Dear Sir/Madam:

Please be advised that Roseman Law Firm and Christina Gill Roseman, Esq. represent [redacted] against Ford Motor Company, for claims of fraud and violations of the West Virginia Lemon Law, the Magnuson-Moss Warranty Act and the West Virginia Consumer and Credit Protection Law for claims involving my clients' 2014 Ford Explore. **DO NOT HAVE ANY FURTHER CONTACT WITH MY CLIENTS AS THEY ARE REPRESENTED BY COUNSEL.**

My clients' Ford Explorer has been presented for warranty repair attempts to Ford authorized dealerships at least eight times starting within the first year for exhaust leaks, causing carbon monoxide to accumulate in the vehicle. My clients have vomited from the fumes in the vehicle and the use of the vehicle severely restricted due to concerns of carbon monoxide exposure. These problems have not been repaired and substantially impair the vehicle's use, safety and value. My clients' documents are attached.

My clients were awarded a repurchase through the Better Business Bureau, but the BBB award was not accepted because it included a substantial mileage deduction and would not have reimbursed the interest paid by my clients. If you wish to make one more attempt to repair the vehicle under the warranty, please contact me within 10 days of the date of this letter. Our demand for settlement is return of all amounts paid by my clients for the vehicle, as well as complete pay off of the loan plus $2500 in attorneys' fees and costs, and my clients will revoke acceptance of the vehicle.

If this matter is not resolved within **10 days** of the date of this letter, we will proceed to litigation and will seek full repurchase with no mileage deduction, damages for loss of use, annoyance and inconvenience, full attorneys fees and punitive damages for Ford's actions in continuing to market this vehicle to consumers such as my clients with knowledge of a dangerous carbon monoxide issue. If you have any questions or wish to discuss settlement, please do not hesitate to contact me at 800-745-5259 or croseman@helpforlemoncars.com.

Very truly yours,

Christina Gill Roseman

Christina Gill Roseman, Esq.
Roseman Law Firm, PLLC

FREEDOM FORD LINCOLN OF MORGANTOWN

1351 Earl Core Rd • Morgantown, WV 26505

304-296-4477

[redacted]

Deal #:

Date:

County:

Home Telephone: [redacted] Work Telephone: [redacted] DOB: [redacted]

Social Security#: D.L./State I.D.# [redacted] Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2014	FORD	EXPLORER		

SERIAL NO.	ODOMETER READING ☐ Not Accurate	SALESPERSON
[redacted]		

THE VEHICLE IS: ☐ NEW ☐ USED

PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER

WARRANTY STATEMENT

Pursuant to West Virginia Law, this Vehicle is sold by us with the implied warranties of merchantability and fitness for a particular purpose. No express warranties are given by our Dealership unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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.

☐ Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.

TRADE-IN VEHICLE INFORMATION

Year: Make: Model: Color:

VIN: [redacted] Odometer Reading: ☐ Not Accurate

Title No.: Balance Owed to Lienholder:

Lien Holder: Account Number:

☐ DEPOSIT/ ☐ PARTIAL PAYMENT: The sum of $ was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for days.

X X

ADDITIONAL TERMS AND CONDITIONS

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and hereby acknowledge that this Agreement is complete and accurately reflects the Agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Dealership

[redacted]

Accepted by Authorized Dealership Representative

CASH PRICE OF VEHICLE		$	1
			2
			3
			4
			5
			6
			7
			8
			9
			10
			11
			12
Total Cash Price (1 thru 12)	$		13
Less Trade-In Allowance			14
Difference (13 minus 14)	$		15
Total Taxable Amount			16
Plus Balance Owed	$		17
			18
Privilege Tax			19
Title Fee		10.00	20
Lien Fee			21
Transfer Fee			22
Additional Weight Fee			23
License Fee			24
Insurance Fee			25
Temporary Plate Fee			26
Litter Fee			27
Other			28
Total Taxes & Fees (19 thru 28)			29
Documentary Fee			30
Documentary Fee Tax			31
			32
Mechanical Service Contract			33
Other			34
Total (17 plus 29 thru 34)			35
Deposit (Cash Down Payment)			36
Balance Due On Delivery (35 minus 36)		$	37

FREEDOM FORD LINCOLN OF MORGANTOWN

1351 EARL CORE ROAD
MORGANTOWN, WV 26505
PH (304)-296-4477 FAX (304)-292-4350

[redacted]

VEHICLE IDENTI		MILEAGE OUT	DATE OUT	INVOICE NO.
1FM5K8B89EG[redacted]		12229	07/07/14	[redacted]

	YEAR	MAKE	MODEL	COLOR	TAG NO.
[redacted]	ET14	FORD	EXPLORER	RUBY RED M	00314

CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	WARR. DATE	SERV. ADV.	TERMS
2167902	[redacted]	[redacted]	[redacted]	14-F107	00/00/00	112	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
	05/30/14	191	12229	07/07/14	05/30/14	

FREEDOM FORD THANKS YOU FOR YOUR SERVICE AND WOULD LIKE TO REMIND YOU THAT YOU MAY RECEIVE A SURVEY IN THE MAIL FROM FORD ASKING HOW WELL WE DID. IF FOR ANY REASON YOU CANNOT HONESTLY GRADE US AT 100%, PLEASE CONTACT THE MANAGER AT (304)-296-4477 AND WE WILL MAKE EVERY EFFORT TO GUARANTEE YOUR SATISFACTION.

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT

A
Com Customer States EXHAUST LEAK CHECK AND ADVISE NOTICIBLE UP HILL
Cor UNABLE TO DUPLICATE PROBLEM AT THIS TIME. NO EXHAUST LEAK DETECTED AT THIS TIME. ADVISED CUST TO COME BACK IF PROBLEM HAPPENS AGAIN
9990 A41
Line Total.....

B
Com MULTI POINT INSPECTION(SEE REPORT SHEET)
99P A41
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

Left went to I 68 interstate and it started again. So I called Stacie and told her I would be right back and I wanted Someone to ride with me

CUSTOMER COPY - PAGE 01 Printed: 07/07/2014 @ 11:20

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty 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 contacted in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment application at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) SERVICE MANAGER, OWNER/GM, MANAGER OR AUTHORIZED PERSON (DATE)

FREEDOM FORD LINCOLN OF MORGANTOWN

1351 EARL CORE ROAD
MORGANTOWN, WV 26505
PH (304)-296-4477 FAX (304)-292-4350

[redacted]

[redacted]

	1FM5K8B89EG[redacted]	1795	08/06/14	[redacted]	

MASONTOWN WV [redacted]

[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
T14	FORD	EXPLORER	RUBY RED M	00470

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	MILEAGE	TERMS
2167902	[redacted]			4-F107	00/00/00	112	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
	05/30/14	191	1795	07/30/14	05/30/14	

FREEDOM FORD THANKS YOU FOR YOUR SERVICE AND WOULD LIKE TO REMIND YOU THAT YOU MAY RECEIVE A SURVEY IN THE MAIL FROM FORD ASKING HOW WELL WE DID. IF FOR ANY REASON YOU CANNOT HONESTLY GRADE US AT 100%, PLEASE CONTACT THE MANAGER AT (304)-296-4477 AND WE WILL MAKE EVERY EFFORT TO GUARANTEE YOUR SATISFACTION.

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
A						

Com Customer States exhaust smell into the cab
Cor perform 14-0130 exhaust

9990	A90			
	AG1Z 61280B62 A	GRILLE - AIR	1.	W
	BB5Z 7829164 AA	MOULDING	1.	W
	BB5Z 7829165 AA	MOULDING	1.	W
	4M8Z 54280B62 A	VALVE ASY -	1.	W
	UC101	UNDERCOATING	1.	W
	4M8Z 54280B62 A	VALVE ASY -	1.	W
		Line Total.....		

Warranty Claim Type: F Authorization Code:

Non-Prepaid Special Order Parts:

SOR#	PART#	DESCRIPTION	Qty
032404	TA 2	ADHESIVE	1

CUSTOMER COPY - PAGE 01 Printed: 08/06/2014 @ 12:33

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty 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 manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

FREEDOM FORD LINCOLN OF MORGANTOWN

1351 EARL CORE ROAD
MORGANTOWN, WV 26505
PH (304)-296-4477 FAX (304)-292-4350

[redacted]

[redacted]

[redacted]

MASONTOWN WV [redacted]

1FM5K8B69EGB[redacted]	3016	09/03/14 09:51	[redacted]		
[redacted]	T14	FORD	EXPLORER	RUBY RED M	00493
2167902 [redacted]	[redacted]		M-P107	05/30/14	955 Blair

	05/30/14	191	- -			

FREEDOM FORD THANKS YOU FOR YOUR BUSINESS

I authorize the repair work herein 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. I hereby grant you permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X _____ ___CASH ___CHARGE

Company	Description	Ded$	Mth	Term Miles	Exp Miles	Exp Date
1ST BSC	COMPREHENSIVE	100	72	75000	75000	05/30/20
FORD ELE SK	FORD ELE SVC/75K	0	72	75000	75000	05/30/20

LN TYPE OP-CODE TECH

A*C
Customer states exhaust and brake smell

B*C 9990
Customer States TETHER ON PASSENGER SIDE SEAT TO SIT SEAT BACK UP INOP

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

R.O.#	DATE	MILES	S.A.	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC
95144	7/30/14	1795	995	W9990		A90 exhaust smel						
94802	7/22/14	1604	112	C9990		A81 exhaust fume						
94113	7/ 7/14	12229	112	W9990		A41 EXHAUST LEAK	C99P		A41 MULTI POINT			
91381	4/28/14	5	955	IPDI		A87 NEW CAR/TRUC	ICNVSI		A87 WEST VIRGINI			

BASED ON CURRENT MILEAGE THE MANUFACTURER RECOMMENDS THE FOLLOWING SERVICES.

MILES	MONTH	OP-CODE	DESCRIPTION	MILES	MONTH	OP-CODE	DESCRIPTION

FREEDOM FORD LINCOLN OF MORGANTOWN

1351 EARL CORE ROAD
MORGANTOWN, WV 26505
PH (304)-296-4477 FAX (304)-292-4350

[redacted]

[redacted]	1FM5K8B89EG[redacted]	3258	09/19/14	[redacted]	PART-CLOSE
MORGANTOWN WV [redacted]	YEAR	MAKE	MODEL	COLOR	END MI.
		FORD	EXPLORER	RUBY RED M	00932

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	FREE PAYS	SERVICE ADV	TERMS
2167907	[redacted]			4-F107	00/00/00	955	CASH

CUST LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	PROMISE DATE	
	05/30/14	191	3258	09/18/14	05/30/14	

FREEDOM FORD THANKS YOU FOR YOUR SERVICE AND WOULD LIKE TO REMIND YOU THAT, YOU MAY RECEIVE A SURVEY IN THE MAIL FROM FORD ASKING HOW WELL WE DID. IF FOR ANY REASON YOU CANNOT HONESTLY GRADE US AT 100%, PLEASE CONTACT THE MANAGER AT (304)-296-4477 AND WE WILL MAKE EVERY EFFORT TO GUARANTEE YOUR SATISFACTION.

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states remove rear bumper AND REPLACE FRESH AIR FILTER
Cor REPLACED FRESH AIR FILTER
A90
UC101 UNDERCOAT 1 W
TA 2 ADHESIVE 1 W
Line Total.....

B
Com MULTI POINT INSPECTION(SEE REPORT SHEET)
99P A90
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01 Printed: 09/19/2014 @ 16:05

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty 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 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 manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)





3/29 2:46

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
02/24/2016 at 08:00:00 AM
Clerk of the Superior Court
By Truemy Vu,Deputy Clerk

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, SANTA MARGARITA FORD and DOES 1 through 10, inclusive,
(AVISO AL DEMANDADO):

YOU ARE BEING SUED BY PLAINTIFF: [redacted] and
(LO ESTÁ DEMANDANDO EL DEMANDANTE): [redacted],

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a* continuación

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
ORANGE COUNTY SUPERIOR COURT
700 Civic Center Drive West
P.O. Box 1994
Santa Ana, California 92702-1994

CASE NUMBER:
[redacted]
Judge Geoffrey T. Glass

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):
David Farrell (Bar No. 149933) 949-305-7766 949-305-7775
LAW OFFICES OF DAVID J. FARRELL
25909 Pala, Suite 310
Mission Viejo, California 92691-2778

DATE: 02/24/2016 (Fecha) ALAN CARLSON, Clerk of the Court Clerk, by _____, Deputy
(Secretario) Truemy Vu (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)).*

[SEAL]

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
   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):* Unknown
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. July 1, 2009)

SUMMONS

Legal Solutions Plus

Code of Civil Procedure §§ 412.20, 465

David Farrell (State Bar No. 149933)
LAW OFFICES OF DAVID J. FARRELL
25909 Pala, Suite 310
Mission Viejo, California 92691-2778
Telephone (949) 305-7766
Facsimile (949) 305-7775
E-Mail : djf@davidjfarrell.com

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
02/24/2016 at 08:00:00 AM
Clerk of the Superior Court
By Truemy Vu,Deputy Clerk

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

[redacted],

Plaintiffs,

vs.

FORD MOTOR COMPANY, SANTA MARGARITA FORD and DOES 1 through 10, inclusive,

Defendants.

Case No: [redacted] Judge Geoffrey T. Glass

GENERAL CIVIL COMPLAINT FOR DAMAGES;

1. BREACH OF EXPRESS WARRANTY IN VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT;
2. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY IN VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT.

Plaintiffs allege:

1. The contract upon which this action is based was entered into in the County of Orange, State of California.

2. FORD MOTOR COMPANY (hereafter referred to as FORD), is, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of California.

3. Defendant, SANTA MARGARITA FORD (hereafter referred to as SMF), is, and at all times mentioned herein was, a business entity of unknown organization organized and existing under the laws of

the State of California.

4. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sue these defendants by said fictitious names. Plaintiffs will amend this complaint when their true names and capacities are ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiffs' damages were proximately caused by said defendants.

5. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned each of the defendants was the agent and employee of each of the remaining defendants, and in doing the things hereinafter alleged, was acting within the course and scope of such agency and employment.

FIRST CAUSE OF ACTION

(Breach of Express Warranty in Violation of the Song-Beverly Consumer Warranty Act against FORD and DOES 1 through 10, inclusive)

6. Plaintiffs herein incorporate paragraphs 1 through 5 of this complaint as though set forth fully.

7. On or about 2013, the following consumer good was manufactured: 2014 Ford Explorer, VIN 1FM5K8GT8EG[redacted] (hereafter referred to as the VEHICLE). The VEHICLE was manufactured for its eventual sale to retail buyers. Defendant, FORD, appended to the VEHICLE an express warranty; undertaking to preserve and maintain the VEHICLE's utility or performance by means of a written statement designed to accompany the product.

8. On or about August 6, 2013, defendant, SMF, sold the

VEHICLE to plaintiffs at retail for their personal, family, household or business use.

9. In connection with, and as part of, the sale, plaintiffs received the express warranty of defendant, FORD, in that the written statement described above in paragraph 7 accompanied the product.

10. Plaintiffs discovered that the VEHICLE failed to conform to defendant, FORD's, specifications and warranty which accompanied the product, in that the VEHICLE was defectively manufactured, designed, and/or assembled. Plaintiffs thereon attempted to act on defendant, FORD's, express warranty as subject to the requirements of the Song-Beverly Consumer Warranty Act (Civil Code §§ 1790 et. seq.), under which defendant, FORD, was required to, and did, maintain local service and repair facilities.

11. On or about 2013, 2014, 2015 and/or 2016 defendant, FORD, and DOES 1 through 10, inclusive, willfully violated the provisions of Civil Code §§ 1790 et. seq. and breached the express warranty made to plaintiffs, in that defendant, FORD, failed to repair the following complaints with the VEHICLE including, but not limited to - defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in vehicle's cabin; defective safety restraint system; defective rear camera; defective door trim; defective SYNC system; defective dash lights; etc.

12. Plaintiffs have performed all conditions precedent necessary to require the contractual performance of services by defendant, FORD. Plaintiffs gave notification to defendant, but defendant, although receiving such notification, failed to replace

the VEHICLE or return consideration paid, although plaintiffs persisted in reminding defendant, FORD, of its warranty obligations.

13. Plaintiffs have been damaged as a result of the willful breach and violations in that plaintiffs are obligated to defendant, SMF, and a financial lending institution under the sale contract, in the amount of $65,741.92.

14. By reason of defendant, FORD's, failure to restore consideration paid by plaintiffs, plaintiffs have been specifically damaged in the amount of $70,000.00. Pursuant to Civil Code § 1794, plaintiffs are entitled to actual damages and a civil penalty which shall not exceed two times the amount of actual damages and incidental and consequential damages in the amount of $210,000.00.

15. Pursuant to Civil Code § 1794, plaintiffs are entitled to reasonable attorney's fees and costs in an amount according to proof.

SECOND CAUSE OF ACTION

(Breach of the Implied Warranty of Merchantability in Violation of the Song-Beverly Consumer Warranty Act against FORD, SMF and DOES 1 through 10, inclusive)

16. Plaintiffs herein incorporate paragraphs 1 through 5 of this complaint as though set forth fully.

17. On or about 2013, the VEHICLE was manufactured. The VEHICLE was manufactured for its eventual sale to retail buyers.

18. On or about August 6, 2013 defendant, SMF, sold the VEHICLE to plaintiffs at retail for their personal, family or household use.

19. In connection with, and as part of, the sale, plaintiffs

received an implied warranty of merchantability from defendants, FORD, SMF and DOES 1 though 10, inclusive, which accompanied and covered the VEHICLE.

20. This implied warranty of merchantability warranted that the VEHICLE is fit for the ordinary purposes for which such goods are used; that the VEHICLE will pass without objection in the trade under the contract description; that the VEHICLE is adequately contained, packaged, and labeled; or that the VEHICLE conforms to the promises or affirmations of fact made on the container or label.

21. Plaintiffs discovered that the VEHICLE was defective and/or that it failed to conform to the manufacturer's specifications in that it was defectively manufactured, designed, and/or assembled. Plaintiffs thereon attempted to act on defendant's implied warranty of merchantability as subject to the requirements of the Song-Beverly Consumer Warranty Act under which defendants were required to, and did, maintain local service and repair facilities.

22. On or about 2013, 2014, 2015 and/or 2016, defendants, FORD, SMF and DOES 1 through 10, inclusive, willfully breached the implied warranty of merchantability made to plaintiffs. The violation occurred when the VEHICLE was found to have the following defects including, but not limited to - defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in vehicle's cabin; defective safety restraint system; defective rear camera; defective door trim; defective SYNC system; defective dash lights; etc.

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23. Plaintiffs have performed all conditions precedent necessary to require the contractual performance of services by defendants. Plaintiffs gave notification to defendants, but defendants, although receiving such notification, failed to replace the VEHICLE or return consideration paid, although plaintiffs persisted in reminding defendants of their warranty obligations. Defendants have failed, and continue to fail, to return consideration paid by plaintiffs or have failed to replace the defective VEHICLE.

24. Plaintiffs have been damaged as a result of the willful breach and violations in that plaintiffs are obligated to defendant, SMF, and a financial lending institution, under the sale contract, in the amount of $65,741.92.

25. By reason of defendants' failure to restore consideration paid by plaintiffs, plaintiffs have been specifically damaged in the amount of $70,000.00. Pursuant to Civil Code §§ 1791.1 et seq. and 1794, et seq., plaintiffs are entitled to actual damages and incidental and consequential damages in the amount of $70,000.00.

26. Pursuant to Civil Code § 1794, plaintiffs are entitled to reasonable attorney's fees and costs in an amount according to proof.

WHEREFORE, plaintiffs pray judgment on the First Cause of Action as follows:

1. For actual damages, including incidental and consequential damages, in the amount of $70,000.00 as provided by Civil Code §§ 1794 et seq.;

2. For a civil penalty in the amount of $140,000.00 as provided by Civil Code §§ 1794 et seq.

3. For reasonable attorney's fees as provided by Civil Code § 1794;

4. For costs of the suit incurred herein; and

5. For such other and further relief as the court may deem proper.

ON THE SECOND CAUSE OF ACTION

1. For actual damages, including incidental and consequential damages, in the amount of $70,000.00 as provided by Civil Code §§ 1791.1 et seq. and 1794 et seq.;

2. For reasonable attorney's fees as provided by Civil Code § 1794;

3. For costs of the suit incurred herein; and

4. For such other and further relief as the court may deem proper.

DATED: 2/10/16

LAW OFFICES OF DAVID J. FARRELL

David Farrell
Attorney for plaintiffs,
KRISTY DELEON and MICHAEL DELEON

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
David Farrell (Bar No. 149933)
LAW OFFICES OF DAVID J. FARRELL
25909 Pala, Suite 310

Mission Viejo, California 92691-2778
TELEPHONE NO 949-305-7766 FAX NO.: 949-305-7775
ATTORNEY FOR (Name): KRISTY DELEON and MICHAEL DELEON

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
02/24/2016 at 08:00:00 AM
Clerk of the Superior Court
By Truemy Vu,Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS: 700 Civic Center Drive West
MAILING ADDRESS: P.O. Box 1994
CITY AND ZIP CODE: Santa Ana, California 92702-1994
BRANCH NAME: CENTRAL JUSTICE CENTER

CASE NAME: [redacted] v. FORD MOTOR COMPANY, et al.

CIVIL CASE COVER SHEET	Complex Case Designation	30-2016-00837073-CU-BC-CJC
[x] 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)	JUDGE: Judge Geoffrey T. Glass 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
- [x] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: 2
5. This case [ ] is [x] 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: 2/10/2016

David Farrell (Bar No. 149933)
(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.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740; Cal. Standards of Judicial Administration, std. 3.10

PE16-008 000561 LC

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

PE16-008 000562 LC

YW CA

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DAVID J. FARRELL
djf@davidjfarrell.com

November 12, 2015

RECEIVED

Ford Motor Company
World Headquarters
1 American Road, Suite 400
Consumer Litigation
Dearborn, Michigan 48126

Re: Our Client : [redacted]
Vehicle : 2014 Ford Explorer
VIN : 1FM5K8GT8EG[redacted]

DT 14HC

To Whom It May Concern:

Please be advised that [redacted] has retained this office to represent him concerning the above-referenced vehicle. Please direct all communication concerning this matter through this office. The following is a demand that Ford Motor Company (Ford) provide Mr. DeLeon restitution pursuant to the Song-Beverly Consumer Warranty Act (**Lemon Law.**)

FACTS

On August 6, 2013, Mr. [redacted] purchased the vehicle brand new from Santa Margarita Ford in Rancho Santa Margarita, California. The vehicle came with an express warranty from Ford.

The vehicle has been delivered to authorized Ford service and repair facilities approximately nine times for warranty repairs upon the following nonconformities including, but not limited to - defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in vehicle's cabin; defective safety restraint system; defective rear camera; defective door trim; defective SYNC system; defective dash lights; etc.

The defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in

vehicle's cabin condition has been subject to approximately five repair attempts. This condition makes the vehicle extremely unsafe and uncomfortable to ride in. Be advised that Ford is aware of this condition and is unable to fix it.

The nonconformities are covered by the Ford warranty.

LIABILITY

The **Lemon Law** requires a manufacturer of a warranted new motor vehicle to provide restitution to the buyer when the manufacturer is unable to conform the vehicle to the warranty after a reasonable number of repair attempts.

Here, the vehicle has been delivered to authorized Ford service and repair facilities approximately nine times for warranty repairs upon the above-referenced nonconformities. The defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in vehicle's cabin condition has been subject to approximately five repair attempts. This condition makes the vehicle extremely unsafe and uncomfortable to ride in. Ford is aware of this condition and is unable to fix it. Ford has been unable to conform the vehicle to warranty after a reasonable number of repair attempts.

The **Lemon Law** applies to nonconformities that substantially impair the vehicle's use, value or safety to the buyer. Here, the vehicle is not safe or reliable due to its serious ongoing problems, the excessive number of times the vehicle has been out of service as a result of attempted warranty repairs and Ford's knowledge of, and inability to fix, the defective engine/engine lack power/exhaust leak/defective exhaust system/exhaust fumes enter vehicle's cabin/exhaust smell in vehicle's cabin/sulphur smell in vehicle's cabin condition.

This vehicle is clearly a **LEMON** and qualifies for restitution pursuant to the **Lemon Law**. Therefore, Mr. [redacted] demands that Ford provide him restitution and pay reasonable attorney's fees as provided by the **Lemon Law**. Should Ford refuse to provide Mr. DeLeon restitution, Ford may be required to pay him a civil penalty not to exceed two times the amount of his actual damages for this wilful refusal.

Please note if this matter is not resolved within 30 days of this letter's date, I will recommend that Mr. DeLeon file

a lawsuit against Ford alleging, among other things, breach of express warranty in violation of the **Lemon Law.**

Enclosed herein are copies of the following documents - sale contract; repair orders/invoices; etc. I look forward to your prompt attention to this matter.

Sincerely,

David Farrell

DF/km
Enclosures

cc: [redacted]

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)

Dealer Number DEAL ____ Contract Number ____ R.O.S. Number ____ Stock Number ____

[redacted]

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	[redacted]	[redacted]	[redacted]	[redacted]	Personal, family or household unless otherwise indicated below. ☐ business or commercial

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 after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ ____ is
[redacted] %	$ [redacted] (e)	$ [redacted]	$ [redacted] (e)	$ [redacted] (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments.	When Payments Are Due:
One Payment of	[redacted]	[redacted]
One Payment of	[redacted]	[redacted]
One Payment of	[redacted]	[redacted]
[redacted]	[redacted]	Monthly beginning [redacted]
[redacted]	[redacted]	[redacted]
One final payment	[redacted]	[redacted]

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**
   - A. Cash Price of Motor Vehicle and Accessories $ [redacted] (A)
     - 1. Cash Price Vehicle $ [redacted]
     - 2. Cash Price Accessories $ [redacted]
     - 3. Other (Nontaxable)
       - Describe [redacted] $ [redacted]
       - Describe [redacted] $ [redacted]
   - B. Document Processing Charge (not a governmental fee) $ [redacted] (B)
   - C. Emissions Testing Charge (not a governmental fee) $ [redacted] (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) [redacted] $ [redacted] (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) [redacted] $ [redacted] (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) [redacted] $ [redacted] (F)
   - G. (Optional) Surface Protection Product (to whom paid) [redacted] $ [redacted] (G)
   - H. (Optional) Surface Protection Product (to whom paid) [redacted] $ [redacted] (H)
   - I. EV Charging Station (to whom paid) [redacted] $ [redacted] (I)
   - J. Sales Tax (on taxable items in A through I) $ [redacted] (J)
   - K. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) [redacted] $ [redacted] (K)
   - L. (Optional) Service Contract (to whom paid) [redacted] $ [redacted] (L)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ [redacted]	Ded. Comp., Fire & Theft	[redacted] Mos.	$ [redacted]
$ [redacted]	Ded. Collision	[redacted] Mos.	$ [redacted]
Bodily Injury	$ [redacted] Limits	[redacted] Mos.	$ [redacted]
Property Damage	$ [redacted] Limits	[redacted] Mos.	$ [redacted]
Medical [redacted]		[redacted] Mos.	$ [redacted]
[redacted]		[redacted] Mos.	$ [redacted]
Total Vehicle Insurance Premiums			$ [redacted] (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [redacted]
Co-Buyer X [redacted]
Seller X [redacted]

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	[redacted] Mos.	[redacted]	$ [redacted]
Credit Disability	[redacted] Mos.	[redacted]	$ [redacted]
Total Credit Insurance Premiums			$ [redacted] (b)

Insurance Company Name [redacted]

Home Office Address [redacted]

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for [redacted]

A. Cash Price of Motor Vehicle and Accessories $ (A)
1. Cash Price Vehicle $
2. Cash Price Accessories $
3. Other (Nontaxable)
Describe $
Describe $
B. Document Processing Charge (not a governmental fee) $ (B)
C. Emissions Testing Charge (not a governmental fee) $ (C)
D. (Optional) Theft Deterrent Device (to whom paid) $ (D)
E. (Optional) Theft Deterrent Device (to whom paid) $ (E)
F. (Optional) Theft Deterrent Device (to whom paid) $ (F)
G. (Optional) Surface Protection Product (to whom paid) $ (G)
H. (Optional) Surface Protection Product (to whom paid) $ (H)
I. EV Charging Station (to whom paid) $ (I)
J. Sales Tax (on taxable items in A through I) $ (J)
K. Electronic Vehicle Registration or Transfer Charge
(not a governmental fee) (to whom paid) $ (K)
L. (Optional) Service Contract (to whom paid) $ (L)
M. (Optional) Service Contract (to whom paid) $ (M)
N. (Optional) Service Contract (to whom paid) $ (N)
O. (Optional) Service Contract (to whom paid) $ (O)
P. (Optional) Service Contract (to whom paid) $ (P)
Q. Prior Credit or Lease Balance paid by Seller to
(e) $ (Q)
(see downpayment and trade-in calculation)
R. (Optional) Gap Contract (to whom paid) $ (R)
S. (Optional) Used Vehicle Contract Cancellation Option Agreement $ (S)
T. Other (to whom paid)
For $ (T)

Total Cash Price (A through T) $ (1)

2. Amounts Paid to Public Officials
A. Vehicle License Fees $ (A)
B. Registration/Transfer/Titling Fees $ (B)
C. California Tire Fees $ (C)
D. Other $ (D)

Total Official Fees (A through D) $ (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b) $ (3)

4. ☐ **State Emissions Certification Fee or** ☐ **State Emissions Exemption Fee** $ (4)

5. Subtotal (1 through 4) $ (5)

6. Total Downpayment
A. Agreed Trade-In Value Yr Make $ (A)
Model Odom
VIN
B. Less Prior Credit or Lease Balance (e) $ (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ (C)
D. Deferred Downpayment $ (D)
E. Manufacturer's Rebate $ (E)
F. Other $ (F)
G. Cash $ (G)

Total Downpayment (C through G) $ (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1Q above)

7. Amount Financed (5 less 6) $ (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From:
Amount $ Finance Charge $
Total $ Payable in
installments of $ $
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

Credit Disability Mos. $
Total Credit Insurance Premiums $ (b)
Insurance Company Name
Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

Date X Buyer Signature Age

Date X Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1R of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term Mos.
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L,1M, 1N, 1O, and/or 1P.

1L Company
Term Mos. or Miles
1M Company
Term Mos. or Miles
1N Company
Term Mos. or Miles
1O Company
Term Mos. or Miles
1P Company
Term Mos. or Miles
Buyer X

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs [redacted]

[redacted] to assign this contract to a financial institution will apply.

X X

PE16-008 000567 LC

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan Prior ____ Amount $ ____ Finance Charge $ ____
Total $ ____ Payable in ____ installments of $ ____ $ ____
from this Loan is shown in item 6D.

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]
Co-Buyer Signs X [redacted]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

[redacted]

Buyer [redacted] Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

[redacted]

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before ____ Year ____ SELLER'S INITIALS ____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[redacted]

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X ____ **Co-Buyer Signature X** ____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

[redacted]

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars ($40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

[redacted] ate ____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X ____ Address ____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments, (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X ____ Date ____ Guarantor X ____ Date ____
Address ____ Address ____

Seller Signs ____ Date ____ By X ____ Title ____

LAW FORM NO. 553-CA-ARB (REV 7/13) U.S. PATENT NO. D450,782
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FILE COPY

[redacted]

Invoice #: [redacted] Page 1

Customer #[redacted] Tag #: 1775

RANCHO SANTA MARGARITA, CA [redacted]

HOME [redacted] CONT CELL:

EMAIL:

Service Advisor: 228 D [redacted] TZ

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG [redacted]		31345	31361

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		17:00 30SEP15	126.00	CASH	06OCT15	08:23 29SEP15	10:51 06OCT15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

		LIST	NET	TOTAL
A	**ADVISE / CUSTOMER STATES EXCESSIVE ODOR NOTICED FROM AC SYSTEM**			
	CAUSE:			
	NPF UNABLE TO VERIFY CUSTOMERS CONCERN AT THIS TIME			
	451 ALLEN,DAN LIC#: 451			
	CP hrs.			
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:**			$ 0.00
	VERSION 1 (EMP# 301,30SEP15 10:43): 31348 FL 451 PERFORMED TEST DRIVE UNABLE TO VERIFY AC ODOR CONCERNS AC WORKING AS DESIGNED AT THIS TIME			
	**********			
B	**PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.**			
	99P PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.			
	451 ALLEN,DAN LIC#: 451			
	CP hrs.			
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:**			$ 0.00
	**********			
C**	**SEE AND REFER TO LINE AND TSB SSM 45053 SULPHUR ODOR ON ACCELERATION**			
	CAUSE:			
	7003B TRANSFER CASE/PTU - REMOVE AND INSTALL OR REPLACE (7251/7A195/T7005) - L			
	117 ROSALES,PEDRO LIC#: 117			
	W hrs.			
	1 DG1Z*7251*D POWER TAKE OFF ASY			(N/C)
	1 DG1Z*7034*F VALVE ASY - VENT			(N/C)
	7003BPC TRANSFER CASE/PTU - REMOVE AND INSTALL OR REPLACE (7251/7A195/T7005) - L			(N/C)
	EXTRA TIME IF EQUIPPED WITH PTU COOLING.			

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7329

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

x

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil fluids/wax, brakes, and wheel balancing weights. When you service, repair or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle, 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back

Customer Copy

THANK YOU!

PE16-008 000569 LC

Invoice #: [redacted] Page 2

[redacted]

Customer #: [redacted] Tag #: **1775**

RANCHO SANTA MARGARITA, CA [redacted]

HOME [redacted] CONT CELL: Service Advisor: **228 [redacted]TZ**

EMAIL:

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EC[redacted]		31345	31361

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	17:00 30SEP15	126.00	CASH	06OCT15	08:23 29SEP15	10:51 06OCT15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL
117 ROSALES,PEDRO LIC#: 117			
W hrs.			(N/C)

FC: D50 42
PART#: DG1Z*7251*D
COUNT:
CLAIM TYPE:
AUTH CODE:
000144

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:** $ 0.00

VERSION 1 (EMP# 117,06OCT15 10:43): 31361 C-7251 CC-42 7003B-3.8 7003BPC-0.9 4.70
ROAD TESTED VEHICLE AND VERIFIED CONCERN, RUN OASIS AND CHECKED FOR TSBs OR SSMS, FOUND SSM 45053 FOR RELATED CONCERN, LIFTED VEHICLE AND INSPECTED PTU FOR LEAKS, FOUND LEAK COMING OUT FROM VENT HOSE , CLEANED AND RE ROAD TESTED VEHICLE, ODOR STILL PRESENT AFTER CLEANED OIL FROM LEAK FROM VENT HOSE AREA.
REMOVED AND REPLACED PTU ASSEMBLY, REINSTALLED ALL COMPONENTS, REFILLED COOLING SYSTEM, ROAD TESTED AND CHECKED SYSTEM OPERATION AND RE TESTED FOR ANY ODORS.
OK AT THIS TIME.PR#6899

****

THANK YOU FOR CHOOSING SANTA MARGARITA FORD. WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed Chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, finishing paint, certain replacement parts, and particulates from component wear. When we service your car, we will store used components for you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break, and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.leginfo.ca.gov/cgi-bin/

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	**0.00**

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2009 ARP, Inc.

[redacted]

PARTS & SERVICE
MON. - FRI. 7:00 A.M. TO 6:00 P.M.
QUICK LANE OPEN SATURDAYS:
7:00 A.M. TO 4:00 P.M.

BIGVALLEY Ford LINCOLN

3282 AUTO CENTER CIRCLE P.O. BOX 690398
STOCKTON, CA 95269-0398
PHONE (209) 870-4400 • (800) 865-9964

BIG VALLEY FORD
COLLISION CENTER
(209) 870-4452
MON. - FRI.
7:30 A.M. TO 5:00 P.M.
SATURDAY
by appointment only

B.A.R. #AB[redacted]

E.P.A. #CAD981976228

TRIGGER CODE	AUTHORIZATION CODE	COMMITMENT NO

E.C.A. VEHICLE	SERVICE INSTALLED PARTS MO / DAY / YEAR	ADDRESS

CUSTOMER NO [redacted]

ADVISOR DAVID RAPIER

TAG NO 728 523G

INVOICE DATE 09/21/15

[redacted]

LABOR RATE | LICENSE NO | MILEAGE 30,647 | COLOR /SPORT | STOCK NO

YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR SPORT 4WD | DELIVERY DATE | DELIVERY MILES

VEHICLE I.D. NO 1FM5K8GT8EG[redacted] | SELLING DEALER NO | PRODUCTION DATE

F.T.E. NO | P.O. NO | P.O. DATE 09/21/15

[redacted] | BUSINESS PHONE | COMMENTS MO: 30648

LABOR----------

J# 1 01FOZPSI TIRE INFLATION TECH(S):163 0.00
AS PER SECTION 95550 IN THE NEW SUB ARTICLE 8 OF ARTICLE 4, CHAPTER 1,DIVISION 3,TITLE 17. CALIFORNIA CODE OF REGULATION (A) CHECK AND INFLATE EACH VEHICLES TIRES TO THE RECOMMENDED TIRE PRESSURE RATING,WITH AIR. AS APPROPRIATE. THE TIME OF PERFORMING ANY AUTOMOTIVE MAINTENANCE OR REPAIR.
Tire Inflation All
FRONT AND REAR 35 PSI

J# 2 04FOZ-99P MULTI-POINT INSP TECH(S):163 0.00
Perform a thorough inspection of your vehicle's key components and system and provide a detailed Vehicle Check-Up Report.
- Check Fluid Levels- Inspect Wiper Blades- Test Battery
- Inspect Tires and Brake Wear- Inspect safety systems and for leaks and damage
Perform Multi-Point Inspection All

J# 3 31FOZ *ENG PERFOM-GAS TECH(S):163 WARRANTY
CUSTOMER STATES HIS VEHICLE WILL NOT START - TOWED IN - DASH LIGHTS WERE FLICKERING & SULFUR SMELL - CHECK & ADVISE
163 VERIFIED NO CRANK NO START. BATTERY IS DEAD. JUMP STARTS VEHICLE. RUNNING OK. TEST CHARGING SYSTEM. OK. TEST BATTERY FAILED. ALSO BATTERY CLEANED BATTERY TERMINALS. WAS CORRODED REPLACED BATTERY. RETEST, NOW OK.
MO 30648

J# 4+04FOZGBATT BATTERY-GREEN TECH(S):163 0.00
Added Operation (AMBERD @ 09/21/2015 12:20)
BATTERY CHECK AND GOOD AT THIS TIME
BATTERY WAS CHECKED AND IS GOOD AT THIS TIME
NO CORRECTION RECOMMENDED AT THIS TIME.

J# 5+04FOZGBK BRAKE-GREEN TECH(S):163 0.00
Added Operation (AMBERD @ 09/21/2015 12:20)
Perform brake inspection over 5mm or 7/32 (disc) or over 2mm or 3/32 (drum).
NO CORRECTION RECOMMENDED AT THIS TIME

J# 6+04FOZGTIRE TIRE-GREEN TECH(S):163 0.00
Added Operation (AMBERD @ 09/21/2015 12:20)
PERFORM TIRE CHECK. 7/32 OR GREATER
Tire tread good at this time.
NO CORRECTION RECOMMENDED AT THIS TIME.

TOTAL - LABOR 0.00

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 3	1		BXT-65-650	BATTERY ASSY			WARRANTY
JOB # 3	1		BXT-65-650	CORE RETURN			WARRANTY

TOTAL - PARTS 0.00

The Reynolds and Reynolds Company (Ft. Lauderdale) SF3240-Q (0911)

PARTS & SERVICE
MON. - FRI. 7:00 A.M. TO 6:00 P.M.
QUICK LANE OPEN SATURDAYS:
7:00 A.M. TO 4:00 P.M.

BIGVALLEY Ford LINCOLN

3282 AUTO CENTER CIRCLE P.O. BOX 690398
STOCKTON, CA 95269-0398
PHONE (209) 870-4400 • (800) 865-9964

[redacted]
BIG VALLEY FORD
COLLISION CENTER
(209) 870-4452
MON. - FRI.
7:30 A.M. TO 5:00 P.M.
SATURDAY
by appointment only

[redacted]

B.A.R. #AE[redacted]

E.P.A. #CAD98197622[redacted]

PAYMENT CODE	AUTHORIZATION CODE	COMMITMENT NO	
E.S.P. NUMBER	SERVICE INSTALLED PARTS MO / DAY / YEAR	ACCRUED MILEAGE	[redacted]

CUSTOMER NO [redacted]

[redacted]
RANCHO SANTA MARGARI, CA [redacted]

ADVISOR: DAVID RAPIER 728	JAB NO: 523G	INVOICE DATE: 09/21/15	[redacted]
LABOR RATE	LICENSE NO	MILEAGE: 30,647	COLOR: /SPORT
YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR SPORT 4WD		DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO: 1FM5K8GT8EG[redacted]		SELLING DEALER NO	PRODUCTION DATE
F.T.E. NO	P.O. NO	R.O. DATE: 09/21/15	

[redacted] BUSINESS PHONE

COMMENTS: MO: 30648

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS
TOW IN-VEHICLE WILL NOT START. 253

TOTALS

****
* NEXT RECOMMENDED SERVICE: *
* 09/21/2015 / 30649 MI 01FQZPSI TIRE INFLATION *
****

****
Please note: Parts are new unless the part number ends in "RM" which indicates remanufactured. Used parts will be marked "USED"
****

E.P.A. # CAD102907599 F.T.I.D. 68-0164385

****
BY SIGNING BELOW I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE, AND ACKNOWLEDGE ACCEPTING DELIVERY OF ABOVE STATED VEHICLE.
****

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 **********

FILE COPY

[END OF INVOICE] 01:11pm

The Reynolds and Reynolds Company ERAINTINVC SF600905 © (00/11)

[redacted]

PARTS & SERVICE
MON. - FRI. 7:00 A.M. TO 6:00 P.M.
QUICK LANE OPEN SATURDAYS:
7:00 A.M. TO 4:00 P.M.

BIGVALLEY Ford LINCOLN

3282 AUTO CENTER CIRCLE P.O. BOX 690398
STOCKTON, CA 95269-0398
PHONE (209) 870-4400 • (800) 865-9964

BIG VALLEY FORD
COLLISION CENTER
(209) 870-4452
MON. - FRI.
7:30 A.M. TO 5:00 P.M.
SATURDAY
by appointment only

B.A.R. #AE[redacted]

E.P.A. #CAD981976228

[redacted]

CUSTOMER NO: [redacted]

ADVISOR: CHARLES THORN | TAG NO: 870 875R | INVOICE DATE: 04/16/14

LABOR RATE | LICENSE NO | MILEAGE: 9,791 | COLOR: /SPORT | STOCK NO

YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR SPORT 4WD | DELIVERY DATE | DELIVERY MILES

[redacted]
RANCHO SANTA MARGARI, CA [redacted]

VEHICLE I.D. NO: 1 F M 5 K 8 G T 8 E G [redacted] | SELLING DEALER NO | PRODUCTION DATE

R.O. DATE: 04/12/14

RESIDENCE PHONE: 949-296-5519 | BUSINESS PHONE | COMMENTS

MO: 9795

LABOR

J# 1 01FOZPSI TIRE INFLATION TECH(S):459 INTERNAL
AS PER SECTION 95550 IN THE NEW SUB ARTICLE 8 OF ARTICLE 4,
CHAPTER 1,DIVISION 3,TITLE 17, CALIFORNIA CODE OF REGULATION
(A) CHECK AND INFLATE EACH VEHICLES TIRES TO THE RECOMMENDED
TIRE PRESSURE RATING,WITH AIR, AS APPROPRIATE. THE TIME OF
PERFORMING ANY AUTOMOTIVE MAINTENANCE OR REPAIR.
RECORD ALL TIRE AIR PRESSURE READINGS.

J# 2 04FOZ-99P MULTI-POINT INSP TECH(S):459 INTERNAL
PERFORM MULTI-POINT INSPECTION. CHECK FLUIDS AND HOSES.
PERFORMED MULTI POINT AND TOPPED FLUIDS.

J# 3 50FOZ ENG PERFOM-GAS TECH(S):459 WARRANTY
customer reports loss of power top of all gears and turbo
does not sound right diag and advise
459-VEIRIFIED VEHICLE HAS LACK OF POWER WHEN ACCELL.DIAG.
FOUND LEAKING AT FRONT TURBO C.A.C TUBE WAS THE CAUSE.
459-ROAD TEST,VERIFIED THE CONCERN.VISUAL INSPECTION.CHECK
OASIS,TSB.PERFORMED EEC TEST.RETRIEVE P0299.
PERFORMED PP TEST HN1,HN2,HN5,HN6.TESTED VOLTAGE AT TCBY/
WASTE GATE VALVE ABOVE 10.5V.PERFORM IGNITION SYSTEM TEST.
POWER BALANCE TEST.FUEL SYSTEM TEST.PID DATA MONITOR TEST.
FOUND LOW BOOST FROM TURBO CHARGER A.
INSTALLED SMOKE MACHINE TO DETECT POSSIBLE INTAKE LEAK.
FOUND SMALL AIR LEAK FROM C.A.C TUBE FROM COOLER TO FRONT
TURBO.ORDERED PART.
REPLACED C.A.C.CLEARED CODE,REROAD TEST OK.

J# 4 82FOZ-ESPRENT ESP RENTAL TECH(S):999 INTERNAL
CUSTOMER HAS BEEN ISSUED A RENTAL VEHICLE WITH THIS REPAIR.
CUSTOMER HEREBY UNDERSTANDS THAT THE RENTAL CHARGES ARE THE
CUSTOMERS RESPONSIBILITY IF THE REPAIRS ULTIMATELY NEEDED
FOR THE VEHICLE ARE NOT COVERED BY THEIR BASE WARRANTY OR
EXTENDED SERVICE PLAN. ADDITIONALLY, ONCE THE VEHICLE IS
REPAIRED AND AVAILABLE TO CUSTOMER FOR PICK UP THE RENTAL
CHARGES FOR EACH AND EVERY DAY FOLLOWING ARE THE SOLE
RESPONSIBILITY OF THE CUSTOMER.
CUSTOMER ACKNOWLEDGEMENT:.....
X.....
CUSTOMERS SIGNATURE
SEE JOB 03

J# 5+04FOZGBATT BATTERY-GREEN TECH(S):459 0.00
Added Operation (JESSICAM @ 04/16/2014 15:58)
BATTERY CHECK AND GOOD AT THIS TIME
BATTERY WAS CHECKED AND IS GOOD AT THIS TIME
NO CORRECTION RECOMMENDED AT THIS TIME.

J# 6+04FOZGBK BRAKE-GREEN TECH(S):459 0.00
Added Operation (JESSICAM @ 04/16/2014 15:58)
Perform brake inspection over 5mm or 7/32 (disc) or over 2mm
or 3/32 (drum).
NO CORRECTION RECOMMENDED AT THIS TIME

The Reynolds and Reynolds Company, ERA-NTIVE SF800998 C (0511)

PARTS & SERVICE
MON. - FRI. 7:00 A.M. TO 6:00 P.M.
QUICK LANE OPEN SATURDAYS:
7:00 A.M. TO 4:00 P.M.

BIGVALLEY Ford LINCOLN

3282 AUTO CENTER CIRCLE P.O. BOX 690398
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PHONE (209) 870-4400 • (800) 865-9964

[redacted]
BIG VALLEY FORD
COLLISION CENTER
(209) 870-4452
MON. - FRI.
7:30 A.M. TO 5:00 P.M.
SATURDAY
by appointment only

[redacted]

B.A.R. #AE[redacted]

E.P.A. #CAD981976228

AUTHORIZATION CODE	COMMITMENT NO
E.S.P. NUMBER	SERVICE METALLIC PARTS MO / DAY / YEAR ACCRUED [redacted]

CUSTOMER NO [redacted]

ADVISOR: CHARLES THORN 870 875R

INVOICE DATE: 04/16/14

INVOICE NO: [redacted]

[redacted]

LABOR RATE | LICENSE NO | MILEAGE: 9,791 | COLOR: /SPORT | STOCK NO

YEAR / MAKE / MODEL: 14/FORD TRUCK/EXPLORER/4DR SPORT 4WD

DELIVERY DATE | DELIVERY MILES

RANCHO SANTA MARGARI, CA [redacted]

VEHICLE I.D. NO: 1 F M 5 K 8 G T 8 E G [redacted]

SELLING DEALER NO | PRODUCTION DATE

P.T.E. NO | P.O. NO | R.O. DATE: 04/12/14

[redacted] | BUSINESS PHONE | COMMENTS

MO: 9795

LABOR
J# 7404FOZGTIRE TIRE-GREEN TECH(2):459 0.00
Added Operation (JESSICAM @ 04/16/2014 15:58)
PERFORM TIRE CHECK. 7/32 OR GREATER
Tire tread good at this time.
NO CORRECTION RECOMMENDED AT THIS TIME.

TOTAL - LABOR 0.00

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 3	1		DB5Z-6C646-C	DUCT - AIR			WARRANTY

TOTAL - PARTS 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 3	232530	773990	04/16/14	LOANER	WARRANTY

TOTAL - SUBLET 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS
CUSTOMER CALLED TOLD KEEP THE LOANER WILL NEED MORE TIME ON DIAG

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 04/12/2014 / 30649 MI 01FOZPSI TIRE INFLATION *

Please note: Parts are new unless the part number ends in "RM" which indicates remanufactured. Used parts will be marked "USED"

E.P.A. # CAD102907599 F.T.I.D. 68-0164385

BY SIGNING BELOW I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE, AND ACKNOWLEDGE ACCEPTING DELIVERY OF ABOVE STATED VEHICLE.

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

***

[redacted]

Invoice #: [redacted] Page 1

Customer # [redacted] Tag #: 1427

MARGARITA, CA [redacted]

HOME: [redacted] CONT CELL:

EMAIL:

Service Advisor: 228 D [redacted] ITZ

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG [redacted]		60	60

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		WAIT 08AUG13	120.00	CASH	09AUG13	14:00 06AUG13	14:38 09AUG13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

		LIST	NET	TOTAL
A	**CHECK AND ADVISE ON REAR VIEW CAMERA - READS UNAVAILABLE**			
	CAUSE: 42			
	12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST - L			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
	1 DB5Z*19G490*A CAMERA ASY			(N/C)
	12651D45 BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN POINT TEST - L			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
	12651DX1 BODY / CHASSIS / ELECTRICAL (BCE) - TEST			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
	19490A CAMERA - REAR VIEW PARKING - REPLACE (19G490) - L			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
	FC: PART#: COUNT:			
	CLAIM TYPE:			
	AUTH CODE:			
	000497			

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** $ 0.00

VERSION 1 (EMP# 451,06AUG13 16:31): 60 SOP BACK UP CAM
VERSION 2 (EMP# 451,08AUG13 14:12): 60 CC42 CP 19G490 12651D.2 12651D45.3 12651DX1.1 19490A.6 1.20 FL 451 VERIFIED REAR BACK UP CAMERA INOP CONCERNS PERFORMED ELECTRICAL DIAGNOSIS TO CHECK ALL POWERS AND GROUNDS AND PULL CODES ALL WIRING PASSED AND FOUND CODE C1001.0 FOLLOWED PIN-POINT TEST H- TO SHORTED CAMERA REMOVED AND REINSTALLED ALL NEEDED TRIM TO ACCESS AND REPLACE BACK UP CAMERA AND RETEST FL 451 PR#1694

****

B** **DVD WITH HEAD RESTS**

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

x

WARNING Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used in maintain vehicles, including, but not limited to: fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, brakes, grease, primer, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will store used components for you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects, or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.6 et. seq.) For further information about Proposition 65: http://www.arma.org/prop65.html

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

Notice to Consumer: Please read important information on back

Customer Copy

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THANK YOU!

PE16-008 000575 LC

Invoice #: 4[redacted] Page 2

[redacted] Customer #: 9[redacted] Tag #: 1427

[redacted] MARGARITA, CA 92688

HOME:9[redacted] CONT CELL: Service Advisor: 228 D[redacted]TZ

EMAIL:

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		60	60

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		WAIT 08AUG13	120.00	CASH	09AUG13	14:00 06AUG13	14:38 09AUG13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

		LIST	NET	TOTAL
	S29 S29 SEAT BELTS/AIR BAG-NOISE RATTLE			
	99 MR. SUBLET LIC#:			
	IDUE hrs.			(N/C)
1	DB5Z*7813086*BA KIT - FLOOR CONTOUR MAT			(N/C)
1	BB5Z*6111600*AA LINER - LUGGAGE COMPARTMEN			(N/C)
1	316FD229 ADVENT APPLIED INV#702989			(N/C)
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00		**TOTAL LINE B:**	**$ 0.00**
C**	**MATS**			
	S19 OSL SUBLET VEHICLE FOR REPAIRS			
	451 ALLEN,DAN LIC#: 451			
	IDUE hrs.			(N/C)
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00		**TOTAL LINE C:**	**$ 0.00**
	VERSION 1 (EMP# 99,08AUG13 14:07): 60 0.30 INSTALLED FLOOR MATS			
D**	**INSTALL EXTERIOR PAINT PROTECTANT AND INTERIOR FABRIC PROTECTANT.**			
	PERMA INSTALL EXTERIOR PAINT PROTECTANT AND INTERIOR FABRIC PROTECTANT.			
	99 MR. SUBLET LIC#:			
	IDUE hrs.			(N/C)
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00		**TOTAL LINE D:**	**$ 0.00**
E**	**A85 INTERIOR LIGHTING INOP**			
	CAUSE: 42			
	NPF UNABLE TO VERIFY CUSTOMERS CONCERN AT THIS TIME			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
	FC: PART#: COUNT:			

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____
CUSTOMER SIGNATURE
X

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(Printed in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65, http://www.oehha.org/prop65.html

DESCRIPTION

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

Notice to Consumer: Please read important information on back

Customer Copy

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THANK YOU!

SANTA MARGARITA Ford
Between Alicia Parkway And the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

[redacted]
8 CALLE ALIMAR
RANCHO SANTA MARGARITA, CA 92688
HOME:9[redacted] CONT CELL:
EMAIL:

Service Advisor: 228 D[redacted]TZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		60	60

DEL DATE	PROMISED		INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 08AUG13	120.00 CASH	09AUG13	14:00 06AUG13	14:38 09AUG13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

CLAIM TYPE:
AUTH CODE:
000497

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE E:** **$ 0.00**

VERSION 1 (EMP# 451,08AUG13 14:08): 60 UNABLE TO VERIFY LAMP CONCERNS ALL LAMPS WORKING AS DESIGNED AT THIS TIME

****

F** T90 ADVISE ON RIGHT SIDE LOWER DOORS OUTER TRIM WONT LINE UP
CAUSE: 42
T90 T90 OTHER INTERIOR TRIM TROUBLES
451 ALLEN,DAN LIC#: 451
W hrs. (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
000497

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE F:** **$ 0.00**

VERSION 1 (EMP# 451,08AUG13 14:12): 60 REC TO OUTSIDE LABOR FOR REPAIR

****

THANK YOU FOR CHOOSING SANTA MARGARITA FORD. WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

SERVICE HOURS

NOTICE TO CONSUMER:
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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____
CUSTOMER SIGNATURE
x

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(Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.5 et seq.) For further information about Proposition 65, the lower-case symbol 5 here

Notice to Consumer: Please read important information on back.

Customer Copy

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	**0.00**

Copyright 2008 ADP, Inc. 4.270v.35 (202) (rv 1)

THANK YOU!

[redacted]

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME:949-[redacted] CONT CELL.

EMAIL:

Invoice #: [redacted] Page 1

Customer #: [redacted] Tag #: **1905**

Service Advisor: **228 D[redacted]ITZ**

SANTA MARGARITA Ford

Between Alicia Parkway and the Foothill Corridor

www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		3862	3862

DEL DATE	PROMISED		INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 09DEC13	120.00 CASH	09DEC13	08:52 09DEC13	10:54 09DEC13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

	LIST	NET	TOTAL

A ADVISE ON REAR DRIVER SIDE SEATBELT RECEPTOR WILL NOT CONNECT WITH SEATBELT
CAUSE: F
60044ALB SEAT BELT BUCKLE ASSY - REAR - REPLACE (60044/60045/600A38/611B66) - L
451 ALLEN,DAN LIC#: 451
W hrs. (N/C)
1 BB5Z*7860045*DA BUCKLE ASY - SEAT BELT (N/C)
FC: T90 42 PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:
000497

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** **$ 0.00**

VERSION 1 (EMP# 451,09DEC13 10:35): 3862 CC42 CP 60045 60044ALB 1.1
1.10 FL 451 VERIFIED LEFT REAR 2ND ROW SEAT BELT BUCKLE INOP CONCERNS. PERFORMED DIAGNOSIS TO BINDING BUCKLE. REMOVED AND REINSTALLED SEAT TRIM ,SEAT WIRING TO ACCESS AND REPLACE 2ND ROW SEAT BELT BUCKLE AND RETEST FL 451 PR#9919

****

B CUSTOMER STATES PHONE WILL NOT CONNECT TO PHONE/POOR PERFORMANCE**
CAUSE: F
131006A Perform Reprogramming Of The APIM Using The USB Flash Driv
451 ALLEN,DAN LIC#: 451
W hrs. (N/C)
FC: A85 04 PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:
000497

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:** **$ 0.00**

VERSION 1 (EMP# 451,09DEC13 10:50): 3862 CC 04 CP 14D212 131006A.3
0.30 FL 451 VERIFIED SYNC INOP AT TIMES CONCERNS. PERFORMED DIAGNOSIS TO TSB 13.10.6 TO REFLASH APIM AND RETEST. PEERFORMED TSB AND REFLASHED APIM AND RETEST FL 451

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022643 - EPA# CAR 000008847

NOTICE TO CONSUMER:
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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	**0.00**

Notice to Consumer: Please read important information on back.

Customer Copy

Copyright 2000 ADP, Inc. XC150 256 X15427o_1

THANK YOU!

PE16-008 000578 LC

[redacted]

Invoice [redacted] 2

Customer [redacted] Tag #: **1905**

RANCHO SANTA MARGARITA, CA [redacted]

HOME [redacted] CONT CELL:

EMAIL:

Service Advisor: *228 D[redacted]TZ*

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		3862	3862

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 09DEC13	120.00	CASH	09DEC13	08:52 09DEC13	10:54 09DEC13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

THANK YOU FOR CHOOSING SANTA MARGARITA FORD
WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000006847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ ____ AUTHORIZED REVISED ESTIMATE $ ____

CUSTOMER SIGNATURE

X

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fluid oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch up paint, certain replacement parts and particulates from outgoing wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in the Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	**0.00**

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2003 M.R. Inc. All Rights Reserved

Invoice #: 4[redacted] Page 1

[redacted]R

Customer #: [redacted] Tag #: 1734

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME [redacted]55 CONT CELL:

EMAIL:

Service Advisor: 228 D[redacted]ITZ

SANTA MARGARITA Ford
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www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		957	957

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		12:00 23AUG13	120.00	CASH	23AUG13	09:04 23AUG13	09:32 23AUG13

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

		LIST	NET	TOTAL
A	LEFT SIDE DVD WILL NOT RECIEVE DVD			
	S19 OSL SUBLET VEHICLE FOR REPAIRS			
	99 MR. SUBLET LIC#:			
	CP			0.00
	LABOR: 0.00 hrs. PARTS: 0.00 OTHER: 0.00 TOTAL LINE A:			$ 0.00

****

THANK YOU FOR CHOOSING SANTA MARGARITA FORD.
WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

~~SERVICE HOURS~~
~~MONDAY - FRIDAY 7:00 AM - 6:00 PM~~
SATURDAY 8:00 AM - 5:00 PM
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

x

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(Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.5 et seq.) For further information about Proposition 65 http://www.oehha.org/prop65.html

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
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	**0.00**

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2003 ADP, Inc. XC1502.265 X3502.270_1

PE16-008 000580 LC

Invoice #: [redacted] Page 1

[redacted]

Customer #: [redacted] Tag #: **3378**

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME [redacted]5 CONT CELL:

EMAIL:

Service Advisor: **223 R[redacted] ESPINDOLA**

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		29962	29962

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	12:00 14SEP15	126.00	CASH	14SEP15	08:40 14SEP15	15:20 14SEP15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L V6 TRN:AT

	LIST	NET	TOTAL

Customer Copy

Thank You!

A DIAGNOSE AND ADVISE CUSTOMER STATES THAT THERE IS A SULFER LIKE SMELL COMING INTO CAB FROM ENGINE COMPARTMENT ON ACCELERATION.
CAUSE: 82
NPF UNABLE TO VERIFY CUSTOMERS CONCERN AT THIS TIME
117 ROSALES,PEDRO LIC#: 117
W hrs. (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
009745
LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** **$ 0.00**
VERSION 1 (EMP# 472,14SEP15 11:19): 29962 ROAD TESTED VEHICLE, UNABLE TO VERIFY CONCERN AT THIS TIME

****

B ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***
TIREP ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***
121 PRICE,ROBERT LIC#: 121
CP hrs. 0.00
LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:** **$ 0.00**
VERSION 1 (EMP# 472,14SEP15 11:20): 29962 CTR

****

C CUSTOMER CALLED IN CUSTOMER STATES THAT THE AIR BAG LIGHT IS ON.**
CAUSE: 82
A85 A85 OTHER ELECTRICAL (ACCESSORIES) - DOESNT OPERATE PROPERLY
121 PRICE,ROBERT LIC#: 121
W hrs. (N/C)
FC: PART#: COUNT:

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized an receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ ____ AUTHORIZED REVISED ESTIMATE $ ____

CUSTOMER SIGNATURE

x

WARNING Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, brakes, grease, grime, touch up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area, 2) do not smoke, drink or eat while working, 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. (Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://oehha.ca.gov/prop65.html

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

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000581 LC

Invoice #: [redacted] Page 2

[redacted]

Customer #: [redacted]1 Tag #: 3378

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME [redacted]5 CONT CELL:

EMAIL:

Service Advisor: 223 R[redacted] ESPINDOLA

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		29962	29962

DEL DATE	PROMISED			INV DATE	R.O. OPENED	READY
06AUG13	12:00 14SEP15	126.00	CASH	14SEP15	08:40 14SEP15	15:20 14SEP15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

CLAIM TYPE:
AUTH CODE:
009745

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:** **$ 0.00**

VERSION 1 (EMP# 121,14SEP15 11:20): 29962 SEE ROGER

****

Thank You For Your Business!

Thank You!

THANK YOU FOR CHOOSING SANTA MARGARITA FORD.
WE APPRECIATE YOUR PATRONAGE!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000582 LC

Invoice #[redacted] Page 1

[redacted]

Customer #: 9060101 Tag #: 1539

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME [redacted] CONT CELL:

EMAIL:

Service Advisor: 228 [redacted] ITZ

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		32726	32726

DEL DATE	PROMISED		INV. DATE	R.O. OPENED	READY
06AUG13	17:00 04NOV15	126.00 CASH	06NOV15	11:26 04NOV15	15:49 06NOV15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L V6 TRN:AT

		LIST	NET	TOTAL
A	D50 SEE BOB LAIDLEY ON HIS ROAD TEST EXCESSIVE EXHAUST FUMES IN CABIN AT FREEWAY SPEEDS			
	CAUSE: E			
	140130B Reprogram The HVAC Module, Replace Air Extractors Both Re			
	451 ALLEN,DAN LIC#: 451			
	W hrs.			(N/C)
1	BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTE			(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)
2	TA*2*B ADHESIVE			(N/C)
	FC: D50 07			
	PART#: BB5Z*61280B62*B			
	COUNT:			
	CLAIM TYPE:			
	AUTH CODE:			
	000497			

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** $ 0.00

VERSION 1 (EMP# 451 06NOV15 14:07): 32726 CC07 CP 61280B62 140130B 2.0 2.00 FL 451 VERIFIED ODOR CONCERNS. PERFORMED DIAGNOSIS TO TSB 14.0130 TO REPROGRAM HVAC MODULE. REPLACE AIR EXTRACTORS AND SEAL ALL NEEDED BODY PANELS. PERFORMED TSB AND RETEST NO ODORS FOUND AT THIS TIME

****

THANK YOU FOR CHOOSING SANTA MARGARITA FO
WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709 7320

BAR# ARD 022843 EPA# CAR 000008847

NOTICE TO CONSUMER:

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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(Posted in accordance with Proposition 65 in Cal. Health & Safety Code 25249.5 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2003 ADP, Inc.

PE16-008 000583 LC

Invoice #[redacted] Page 1

Customer #: [redacted] Tag #: **4679**

[redacted]
RANCHO SANTA MARGARITA, CA [redacted]
HOME:[redacted] CONT [redacted] CELL:
EMAIL:

Service Advisor: *153 P[redacted]KOBAL*

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		18788	18788

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 02JAN15	120.00	CASH	02JAN15	07:40 02JAN15	08:42 02JAN15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL
A 15000 MILES (24000 KMS) - NORMAL SCHEDULED MAINTENANCE - L			
CAUSE: ESP MAINT			
MBASIC BASIC MAINTENANCE SERVICE - K			
233 CORDERO,NOE LIC#: 233			
W10 hrs.			(N/C)
1 FL*500*S FILTER ASY - OIL			(N/C)
6 5W30 OIL			(N/C)
1 FP*68* FILTER - ODOUR AND PARTICLES			(N/C)
MBASIC1 ENGINE OIL AND OIL FILTER - REPLACE (6731) - L			
233 CORDERO,NOE LIC#: 233			
W10 hrs.			(N/C)
MBASIC4 CABIN AIR FILTER - REPLACE (19N619) - L			
233 CORDERO,NOE LIC#: 233			
W10 hrs.			(N/C)
FC: A99 PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
007134			

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** **$ 0.00**

VERSION 1 (EMP# 233 02JAN15 08:35): 18788 W MBASIC .7 MBASIC1 .2 MBASIC4 .1 1.00 PERFORMED OIL AND FILTER CHANGE, ROTATED TIRES AND SET AIR PRESSURES AT 35 35PSI. INSPECTED FRONT BRAKES AT 10mm AND REAR BRAKES AT 10mm. CHECKED ALL FOUR TIRES TREAD DEPTH. FRONT TIRES AT 9/32" AND REAR TIRES AT 8/32". TOPPED OFF FLUID LEVELS, CHECKED AIR FILTER, BATTERY WITHIN SPECS, BELTS & HOSES. REMOVED AND INSTALLED PARTICULATE CABIN AIR FILTER. BRAKES=GREEN, TIRES=GREEN, BATTERY=GREEN. TECH 233

****

B **PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.**

Customer Copy

Thank You!

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-[redacted]

BAR# ARD 022843 - EPA# CAR 000008847

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

x

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(Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.5 et seq.) For further information about Proposition 65, http://www.oehha.org/prop65.html

DESCRIPTION

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

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright [redacted]

PE16-008 000584 LC

Invoice [redacted] Page 2

Tag #: 4679

[redacted]
RANCHO SANTA MARGARITA, CA 9[redacted]
HOME:9[redacted]5 CONT CELL:
EMAIL:

Service Advisor: 153 P[redacted] KOBAL

SANTA MARGARITA Ford
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Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		18788	18788

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 02JAN15	120.00	CASH	02JAN15	07:40 02JAN15	08:42 02JAN15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

99P PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.
233 CORDERO,NOE LIC#: 233
CP hrs. 0.00

GBK GBK: BRAKE MEASUREMENT GREEN
233 CORDERO,NOE LIC#: 233
CP hrs. 0.00

GTIRE GTIRE: TIRE CONDITION GREEN
233 CORDERO,NOE LIC#: 233
CP hrs. 0.00

GBATT GBATT: BATTERY CONDITION GREEN
233 CORDERO,NOE LIC#: 233
CP hrs. 0.00

0.00

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:** **$ 0.00**

VERSION 1 (EMP# 233,02JAN15 08:35): 18788 0.00 BRAKES=GREEN, TIRES=GREEN, BATTERY=GREEN. TECH 233

****

C ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***

TIREP ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***
233 CORDERO,NOE LIC#: 233
CP hrs. 0.00

0.00

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:** **$ 0.00**

VERSION 1 (EMP# 233,02JAN15 08:36): 18788 0.00 SET FRONT AND REAR AIR TIRE PRESSURES AT 35/35PSI. TECH 233

****

THANK YOU FOR CHOOSING SANTA MARGARITA FORD.

Customer Copy

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7370

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized, an receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer

ORIGINAL ESTIMATE: $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

x

WARNING Motor Vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to, fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, greases, grime, leaching paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area, 2) do not smoke, drink or eat while working, 3) wash your hands when finished or when taking a break, and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 as Cal Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://www.oehha.ca.gov/prop65.html

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
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2008 Alldata, Inc. All rights reserved.

Invoice #: [redacted] Page 3

[redacted]

Customer #[redacted] Tag #: 4679

RANCHO SANTA MARGARITA, CA [redacted]

HOME: [redacted]5 CONT CELL:

EMAIL:

Service Advisor: *153 P[redacted]KOBAL*

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		18788	18788

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		WAIT 02JAN15	120.00	CASH	02JAN15	07:40 02JAN15	08:42 02JAN15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

WARNING Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil batteries, brakes, and wheel assembly weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing (maintaining/repair/cleaning) your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	**0.00**

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright 2002 ASP, Inc. METER 255 (Rel 2.0) 1

Invoice #[redacted] Page 1

[redacted]

Customer #: [redacted] Tag #: 1271

RANCHO SANTA MARGARITA, CA [redacted]

HOME [redacted] CONT CELL:

EMAIL:

Service Advisor: 228 D[redacted]TZ

SANTA MARGARITA Ford
Between Alicia Parkway & the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		28294	28294

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 27JUL15	126.00	CASH	27JUL15	08:39 27JUL15	10:29 27JUL15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

		LIST	NET	TOTAL
A	**22500 MILES (36000 KMS) - NORMAL SCHEDULED MAINTENANCE - L**			
	CAUSE:			
	MBASIC BASIC MAINTENANCE SERVICE - K			
	233 CORDERO,NOE LIC#: 233			
	W10 hrs.			(N/C)
1	FL*500*S FILTER ASY - OIL			(N/C)
6	5W30 OIL			(N/C)
1	FA*1884* ELEMENT ASY - AIR CLEANER			(N/C)
2	7L1Z*19E880*A FILTER - CCS			(N/C)
	MBASIC1 ENGINE OIL AND OIL FILTER - REPLACE (6714/6731) - L			
	233 CORDERO,NOE LIC#: 233			
	W10 hrs.			(N/C)
	MBASIC2 ENGINE AIR FILTER - REPLACE (9601) - L			
	233 CORDERO,NOE LIC#: 233			
	W10 hrs.			(N/C)
	MBASIC5 CLIMATE CONTROLLED SEAT FILTER - REPLACE (19E880) - L			
	233 CORDERO,NOE LIC#: 233			
	W10 hrs.			(N/C)
	FC: A99 82			
	PART#: MAINT			
	COUNT:			
	CLAIM TYPE: QCM			
	AUTH CODE:			
	007134			

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:** **$ 0.00**

VERSION 1 (EMP# 233,27JUL15 10:09): 28294 W MBASIC .7 MBASIC1 .2 MBASIC2 .2 MBASIC5 .2 1.30 PERFORMED OIL AND FILTER CHANGE. ROTATED TIRES AND SET AIR PRESSURES AT 35/35PSI. INSPECTED FRONT BRAKES AT 9mm AND REAR BRAKES AT 10mm. CHECK ALL FOUR TIRES TREAD DEPTH. FRONT TIRES AT 7/32" AND REAR TIRES AT 7/32". TOPPED OFF FLUID LEVELS, CHECKED AIR

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM

SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7328

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized an receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

WARNING:Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturers instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. (Posted in accordance with Proposition 65 in Ca: Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://www.calwia.org/prop65.htm

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

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000587 LC

Invoice #: [redacted] Page 2

[redacted]

Customer # [redacted] Tag #: **1271**

RANCHO SANTA MARGARITA, CA [redacted]

HOM[redacted]5 CONT CELL:

EMAIL:

Service Advisor: **228 D[redacted]TZ**

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		28294	28294

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 27JUL15	126.00	CASH	27JUL15	08:39 27JUL15	10:29 27JUL15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

Customer Copy

Thank You!

		LIST	NET	TOTAL
	FILTER, BATTERY WITHIN SPECIFICATIONS, BELTS AND HOSES REMOVED AND INSTALLED ENGINE AIR FILTER AND BOTH CLIMATE CONTROLLED SEAT FILTERS. BRAKES=GREEN, TIRES=GREEN, BATTERY=GREEN. TECH 233			
B	*****CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***** TIREP ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***			
	233 CORDERO,NOE LIC#: 233 CP hrs.			0.00
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:**			**$ 0.00**
	VERSION 1 (EMP# 233,27JUL15 10:09): 28294 0.00 SET FRONT AND REAR AIR TIRE PRESSURES AT 35/35PSI. TECH 233			
C	**PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.** 99P PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.			
	233 CORDERO,NOE LIC#: 233 CP hrs.			0.00
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:**			**$ 0.00**
	VERSION 1 (EMP# 233,27JUL15 10:12): 28294 0.00 BRAKES=GREEN, TIRES=GREEN, BATTERY=GREEN. RECOMMEND DWD SERVICE. TECH 233			
D	**ADVISE / CUSTOMER STATES FRONT POWERPOINT INOP** A85 A85 OTHER ELECTRICAL (ACCESSORIES) - DOESNT OPERATE PROPERLY			
	121 PRICE,ROBERT LIC#: 121 CP hrs.			40.00
1	7T4Z*14526*A CIRCUIT BREAKER ASY	8.87	8.87	8.87

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:
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ORIGINAL ESTIMATE $ _____ AUTHORIZED _____ REVISED _____
CUSTOMER SIGNATURE ESTIMATE $ _____
x

WARNING Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, drain or maintain your car you will be exposed to listed chemicals contained in used oil, water and replacement fluids, fuses, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 at Cal. Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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

Notice to Consumer: Please read important information on back.

Customer Copy

Copyright 2008 ADP, Inc.

THANK YOU!

PE16-008 000588 LC

[redacted]

RANCHO SANTA MARGARITA, CA [redacted]

HOM[redacted] CONT

EMAIL:

Invoice # [redacted] Page 3

Customer #: [redacted] Tag #: 1271

CELL:

Service Advisor: 228 D[redacted]TZ

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		28294	28294

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		WAIT 27JUL15	126.00	CASH	27JUL15	08:39 27JUL15	10:29 27JUL15

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL
LABOR: 40.00 PARTS: 8.87 OTHER: 0.00	TOTAL LINE D:		$ 48.87

VERSION 1 (EMP# 121,27JUL15 10:15): 28294 0.50
FLAG 121 0.5
REPLACED FAULTY PP FUSE

****

THANK YOU FOR CHOOSING SANTA MARGARITA FORD
WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

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ORIGINAL ESTIMATE $ ____ AUTHORIZED REVISED ESTIMATE $ ____

CUSTOMER SIGNATURE

X

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(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.6 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

DESCRIPTION		TOTALS	
	LABOR AMOUNT		40.00
	PARTS AMOUNT		8.87
	GAS, OIL, LUBE		0.00
	SUBLET AMOUNT		0.00
	MISC. CHARGES		0.00
	TOTAL CHARGES		48.87
	ADJUSTMENTS		0.00
	SALES TAX		0.71
	PLEASE PAY THIS AMOUNT		49.58

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000589 LC

[redacted]

Invoice #: [redacted] Page 1

Customer #: [redacted] Tag #: 3557

RANCHO SANTA MARGARITA, CA 9[redacted]

HOME [redacted]5 CONT CELL:

EMAIL:

Service Advisor: 223 R [redacted] ESPINDOLA

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		9236	9236

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 08APR14	120.00	CASH	08APR14	08:27 08APR14	09:12 08APR14

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

		LIST	NET	TOTAL
A	**10000 MILES (16000 KMS) - NORMAL SCHEDULED MAINTENANCE - L**			
	CAUSE: A99			
	MBASIC BASIC MAINTENANCE SERVICE - K			
	447 RODRIGUEZ,JULIO LIC#: 447			
	W10 hrs.			(N/C)
	1 FL*500*S FILTER ASY - OIL			(N/C)
	6 5W30 OIL			(N/C)
	MBASIC1 ENGINE OIL AND OIL FILTER - REPLACE (6731) - L			
	447 RODRIGUEZ,JULIO LIC#: 447			
	W10 hrs.			(N/C)
	FC: A99 PART#: FL*500*S COUNT: CLAIM TYPE: ESP AUTH CODE: 006449			
	LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE A:**			**$ 0.00**
	VERSION 1 (EMP# 447,08APR14 09:00): 9236 W MB ,7 MB1 ,2 0.90 PERFORMED OIL & OIL FILTER CHANGE. PERFORMED BRAKE INSPECTION. FRONT BRAKES AT 9-10mm. REAR BRAKES AT 9-10mm. PERFORMED TIRE ROTATION/SET TIRE PRESSURE. CHECKED ALL TIRES TREAD DEPTH. FRONT TIRES AT 9/32". REAR TIRES AT 9/32". BATTERY WITHIN SPECS . CHECKED AIR FILTER, BELTS & HOSES. TOPPED OFF FLUID LEVELS. FLAG 447			
B	**PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.**			
	99P PERFORM MULTI-POINT VEHICLE INSPECTION:VISUALLY INSPECT TIRE WEAR,TREAD DEPTH, BRAKE WEAR AND COMPLETE INSPECTION SHEET ATTACHED.			
	447 RODRIGUEZ,JULIO LIC#: 447			
	CP hrs.			0.00

Customer Copy

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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(Posted in accordance with Proposition 65 in Cal Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

Copyright Helm ADP, Inc.

PE16-008 000590 LC

Invoice #: [redacted] Page 2

[redacted]

Customer #: 9[redacted] Tag #: 3557

RANCHO SANTA MARGARITA, CA[redacted]

HOM[redacted] CONT CELL:

EMAIL:

Service Advisor: 223 R[redacted] SPINDOLA

SANTA MARGARITA Ford
Between Alicia Parkway and the Foothill Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		9236	9236

DEL DATE	PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13	WAIT 08APR14	120.00	CASH	08APR14	08:27 08APR14	09:12 08APR14

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

GBATT GBATT: BATTERY CONDITION GREEN
447 RODRIGUEZ,JULIO LIC#: 447
CP hrs. 0.00

GBK GBK: BRAKE MEASUREMENT GREEN
447 RODRIGUEZ,JULIO LIC#: 447
CP hrs. 0.00

GTIRE 35
447 RODRIGUEZ,JULIO LIC#: 447
CP hrs. 0.00

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE B:** $ **0.00**

VERSION 1 (EMP# 447,08APR14 09:00): 9236 MAINT 447 0.00 PERFORMED MULTI-POINT VISUAL INSPECTION. [GBK.GTIRE.GBATT]

****

C **CHECK AND ADVISE ON ALL FLUID LEVELS AND TIRE PRESSURE.**
FLUID CHECK AND ADVISE ON ALL FLUID LEVELS AND TIRE PRESSURE.
447 RODRIGUEZ,JULIO LIC#: 447
CP hrs. 0.00

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE C:** $ **0.00**

****

D ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***
TIREP ***CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS***
447 RODRIGUEZ,JULIO LIC#: 447
CP hrs. 0.00

LABOR: 0.00 **PARTS:** 0.00 **OTHER:** 0.00 **TOTAL LINE D:** $ **0.00**

VERSION 1 (EMP# 447,08APR14 09:00): 9236 MAINT 447 0.00 TIRES SET TO SPECS AT 35/35PSI.

Customer Copy

Thank You!

SERVICE HOURS
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM
Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008647

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ AUTHORIZED REVISED ESTIMATE $

CUSTOMER SIGNATURE

X

WARNING Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to, fuel, oil batteries, brakes and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch up paint, certain replacement parts and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, substantiation cleaning your vehicle: 1) work in a well ventilated area, 2) do not smoke, drink or eat while working, 3) wash your hands when finished or when taking a break, and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.
(Posted in accordance with Proposition 65 in Car Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.oehha.org/prop65.html

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

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000591 LC

[redacted]

Invoice #: [redacted] Page 3

Customer #: [redacted] Tag #: **3557**

RANCHO SANTA MARGARITA, CA [redacted]

HOM[redacted] CONT CELL:

EMAI[redacted]

Service Advisor: **223 R[redacted] ESPINDOLA**

SANTA MARGARITA Ford
Between Alicia Parkway and Los Alisos Corridor
www.santamargaritaford.com

30031 Santa Margarita Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 709-6028 Fax (949) 888-6733

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
BLACK	14	FORD EXPLORER	1FM5K8GT8 EG[redacted]		9236	9236

DEL DATE		PROMISED			INV. DATE	R.O. OPENED	READY
06AUG13		WAIT 08APR14	120.00	CASH	08APR14	08:27 08APR14	09:12 08APR14

OPTIONS: SOLD-STK:140076 DLR:01597 ENG:3.5L_V6 TRN:AT

	LIST	NET	TOTAL

THANK YOU FOR CHOOSING SANTA MARGARITA FORD
WE APPRECIATE YOUR PATRONAGE!

Thank You For Your Business!

Thank You!

SERVICE HOURS

MONDAY - FRIDAY 7:00 AM - 6:00 PM

SATURDAY 8:00 AM - 5:00 PM

Appointments call (949) 709-7320

BAR# ARD 022843 - EPA# CAR 000008847

NOTICE TO CONSUMER:

I acknowledge notice and oral approval of an increase in the original estimate price. I also acknowledge and approve all repairs as itemized on receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke; drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65, http://www.oehha.org/prop65.html

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
	ADJUSTMENTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

Notice to Consumer: Please read important information on back.

Customer Copy

THANK YOU!

PE16-008 000592 LC

[redacted],

[redacted]

RECEIVED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ OCT 20 2014 ★

LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

_____/

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

[redacted]

Plaintiff [redacted], on behalf of herself and all other persons similarly situated brings this action against defendant, Ford Motor Company and, to the best of her knowledge, information and belief, formed after an inquiry reasonable under the circumstances, alleges as follows:

FEUERSTEIN, J
LINDSAY, M

NATURE OF THE ACTION

1. This case arises from Ford's sale and lease of several hundreds of thousands of Explorer model vehicles that Ford knew or should have known are defective such that exhaust and other gases, including carbon monoxide, may enter the passenger compartments of the vehicles. The potential exposure to exhaust and carbon monoxide renders these vehicles unsafe to drive.

2. Ford's Technical Service Bulletin 12-12-4 ("TSB 12-12-4"), titled "Explorer Exhaust Odor in Vehicle," acknowledges 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." Ford's TSB 12-12-4 provides

PE16-008 000594 LC

instructions which Ford claims will correct the exhaust odor in 2011 through 2013 model year Ford Explorers.

3. Subsequent to TSB 12-12-4, Ford issued Technical Service Bulletin 14-0130 ("TSB 14-0130").

4. Titled "Exhaust Odor in Vehicle," TSB 14-0130 also acknowledges an exhaust odor in Explorer vehicles, and adds the 2014 and 2015 model year Explorers to the list of affected vehicles. TSB 14-0130 includes the same or similar service procedures outlined in TSB 12-12-4, and adds certain procedures not included in TSB 12-12-4.

5. Ford's TSBs 12-12-4 and 14-0130, however, do not correct the condition, and they fail to acknowledge that carbon monoxide may enter the passenger compartment of affected vehicles. Ford's TSBs 12-12-4 and 14-0130 are provided to authorized dealerships, and do not directly notify non-Ford automotive repair facilities about the defects associated with TSBs 12-12-4 and 14-0130. Further, although Ford has received numerous complaints relating to exhaust entering the passenger compartments of 2011 through 2015 model year Ford Explorers, and it developed a purported fix to the problem, Ford provided no notice to plaintiff or the proposed class members about the defect and the potential exposure to lethal carbon monoxide in 2011 through 2015 model-year Ford Explorers.

6. Upon information and belief, 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 flaws, and/or an exhaust and/or HVAC system that permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment during the normal and customary use of such vehicles.

7. Ford designed, manufactured, sold and leased the 2011 through 2015 model year Ford Explorers when it knew or should have known of such defects, or Ford otherwise learned of such defects and failed to notify plaintiff and the proposed class members of the defect in the 2011 through 2015 model year Ford Explorers that exposed plaintiff, the proposed class members, and others, to a life-safety hazard.

8. Plaintiff and the members of the proposed class reasonably expect to operate their Ford Explorer vehicles in a normal and customary manner free from exposure to potentially deadly gases.

JURISDICTION AND VENUE

9. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because the amount in controversy for the Class exceeds $5,000,000, exclusive of interest and costs, there are more than 100 class members, and more than two-thirds of the class is diverse from Ford.

10. The Court has personal jurisdiction over Ford because Ford conducts substantial business in this District, and some of the actions giving rise to this complaint took place in this District.

11. Venue is proper in this District under 28 U.S.C. § 1391 because, among other things, a substantial part of the events or omissions giving rise to the claims occurred in this District, and caused harm to class members residing in this District.

PARTIES

12. Plaintiff, Angela Dixon, is a resident of Broward County, Florida.

13. Defendant, Ford Motor Company, is a Delaware corporation with its principal place of business in Michigan. In this Complaint, "Ford" refers to the named defendant and all related, successor, predecessor, parent, and subsidiary entities to which these allegations pertain.

PLAINTIFF'S INDIVIDUAL ALLEGATIONS

14. In about October 2012, plaintiff leased a new 2013 Ford Explorer from an authorized Ford dealership in Lynbrook, New York.

15. The 2013 Ford Explorer leased by plaintiff was dangerous and defective when leased 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.

16. At the time of the lease, plaintiff was not notified that the 2013 Ford Explorer she was leasing was defective, nor was she notified that she and all occupants would be exposed to carbon monoxide and other potentially dangerous gases while driving in her 2013 Ford Explorer during its normal and customary use.

17. Plaintiff brought her 2013 Ford Explorer in for service to the Lynbrook, New York, Ford dealership on multiple occasions. Plaintiff notified the Lynbrook, New York, Ford dealership that an exhaust odor was present in the passenger compartment while the 2013 Ford Explorer was in use. The Lynbrook, New York, Ford dealership advised Plaintiff

to operate the air conditioning in her vehicle in a manner that the dealership claimed would limit any such odor.

18. Plaintiff later brought her 2013 Ford Explorer in for service to an authorized Ford dealership in Plantation, Florida. Plaintiff notified the Plantation, Florida, Ford dealership that an exhaust odor was present in the passenger compartment while the 2013 Ford Explorer was in use.

19. Plaintiff continues to experience an exhaust odor while operating the 2013 Ford Explorer in its normal and customary manner.

20. Plaintiff has discovered that carbon monoxide was entering the passenger compartment of the vehicle while the vehicle was operating in a normal and customary manner.

21. Carbon monoxide is an odorless, colorless, and tasteless gas that is toxic to humans.

22. To date, Ford has not repaired plaintiff's 2013 Ford Explorer, nor has Ford acknowledged to plaintiff or the members of the proposed class that the 2011 through 2015 model year Ford Explorers contain design flaws and/or defective exhaust and/or HVAC systems permitting exhaust, carbon monoxide and other potentially dangerous gases into the passenger compartments of those vehicles.

GENERAL ALLEGATIONS

Ford's Sale and Leasing of Defective and Dangerous Vehicles

PE16-008 000598 LC

23. 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.

24. The subsequent model-year Ford explorers are not dramatically different in design from the 2011 Explorer. These Explorers, including those sold today, are all known as "fifth generation" Explorers.

25. 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 they are driven in a normal and customary manner.

26. 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 which 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 which 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.

27. Ford knew or should have known that the 2011 through 2015 model year Explorers were dangers 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.

28. The defective vehicles were sold or leased with express and implied warranties. These warranties assured consumers that the vehicles were free from defects and were properly equipped for the use for which they were intended. 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. All of the defective vehicles are still within the effective dates of the express warranties, or the time or mileage limits in the express warranties should be inapplicable given Ford's fraudulent conduct, among other factors.

29. 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.

30. 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 alleged herein. Authorized Ford dealerships are instructed by Ford to address complaints of an exhaust odor by prescribing and implementing TSBs 12-12-4 and 14-0130.

Ford Acknowledged the Subject Vehicles' Defective Condition in TSBs 12-12-4 and 14-0130

31. In response to customer complaints of an exhaust odor in the passenger compartments of the subject vehicles, Ford issued TSB 12-12-4 in or about 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.

32. In or about 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

PE16-008 000601 LC

instructions to authorized Ford dealerships to correct the presence of an exhaust odor in 2011 through 2015 model year Ford Explorers.

33. Despite issuing TSBs 12-12-4 and 14-0130, Ford did not inform plaintiff 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 life safety issues to occupants of the vehicles.

34. TSBs 12-12-4 and 14-0130 fail to disclose that the exhaust odor acknowledged is accompanied in the passenger compartment by carbon monoxide.

35. 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.

36. Additionally, TSBs 12-12-4 and 14-0130 do not identify a specific fix to the exhaust odor problem. Rather, TSBs 12-12-4 and 14-0130 call for various replacements and/or repairs to several unrelated vehicle components. This demonstrates that Ford knew of the defect, but did not know a specific, effective fix to protect occupants of the 2011 through 2015 model year Ford Explorers from exhaust and other gases, including carbon monoxide. Based upon information and belief, Ford issued TSBs 12-12-4 and 14-0130 *hoping*, but not knowing, that any one of the various replacements and/or repairs identified therein would remedy the exhaust odor complaints.

Ford's TSBs 12-12-4 and 14-0130 Fails to Repair the Defects

37. Ford's TSBs 12-12-4 and 14-0130 fail to repair the exhaust odor problem, and vehicles which have received the repairs outlined in TSBs 12-12-4 and 14-0130 may continue to have exhaust and other gases, including carbon monoxide, enter the passenger compartment.

38. TSBs 12-12-4 and 14-0130 identify flaws in the initial design and manufacture of the 2011 through 2015 model-year Ford Explorers, and prescribe repairs and/or replacements which are inadequate and equally flawed and defective.

39. In TSBs 12-12-4 and 14-0130, Ford requires installation or use of the following replacement parts in the subject vehicles, among others: (i) a dual rate air extractor (part number BB5Z-61280B62-A under TSB 12-12-4 and part number BB5Z-61280B62-B under TSB 14-0130); (ii) valve assembly auto drains (part number 4M8Z-54280B62-A); and (iii) Motorcraft® Seam sealer (part number TA-2).

40. TSBs 12-12-4 and 14-0130 require that the dual rate air extractor replace the driver side rear air extractor initially installed on the subject vehicle. The rear air extractor initially installed on the subject vehicle was dangerous and defective because it permitted exhaust and other gases, including carbon monoxide, to permeate the exterior panels of the subject vehicles and enter the passenger compartment. Based upon information and belief, Ford requires the replacement of the driver side rear air extractor, and not the passenger-side rear air extractor, because the air intake from the auxiliary air condition system is situated dangerously close in proximity to the driver side rear air extractor. The placement of the air intake system too close to the rear air extractor allows exhaust and other gases, including carbon monoxide, to enter the auxiliary air conditioning system.

41. The replacement part – a dual rate air extractor – is formed of polypropylene and overmolded with thermoplastic elastomer (TPE). The dual rate air extractor includes "living hinges" and plastic torsional springs that are intended to function as a one-way pneumatic valve.

42. The dual rate air extractor has a listed purchase price of $86.33, whereas the initially installed air extractor has a listed purchase price of $22.50. However, the dual rate air extractor fails to prevent exhaust and other gases, including carbon monoxide, from entering the auxiliary air conditioning systems and the passenger compartments of the subject vehicles. The replacement dual rate air extractors are thus ineffective, dangerous, and defective.

43. In addition, Ford modifies the dual rate air extractors used as replacement parts per TSBs 12-12-4 and 14-0130 by haphazardly adding a silicone-like substance to the uppermost of the three "living hinges." Based upon information and belief, that the silicone-like substance found on replacement part number BB5Z-61280B62-A is not included, and was not meant to be included, as part of the dual rate air extractor as designed by its original manufacturer. Moreover, the silicone-like substance added by Ford to the dual rate air extractor causes the "living hinges" to remain open, permitting exhaust and other gases to permeate the exterior panels of the vehicles, and enter the passenger compartment.

44. Ford designed, manufactured, and engineered the 2011 through 2015 model-year Ford explorers using valve assembly auto drains on the rear liftgate of the vehicles which are dangerous and defective because the parts permit exhaust and other gases, including carbon monoxide, to enter the passenger compartment. The replacement valve

assembly auto drains fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment. They are thus ineffective, dangerous, and defective.

45. Ford designed, manufactured, and engineered the 2011 through 2015 model-year Ford explorers without properly sealing the horizontal sheet metal lap joints on the left and right sides of the underbody of the subject vehicles. Ford additionally designed, manufactured, engineered and assembled the 2011 through 2015 model year Ford Explorers without properly sealing the rear sheet metal overlap flange across the rear of the vehicle, and the auxiliary air conditioning lines. Accordingly, TSBs 12-12-4 and 14-0130 require that the aforementioned joints, flange, and lines be sprayed with "generous amounts" of rubberized undercoating and seam sealer. However, the rubberized undercoating and seam sealer fail to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment.

46. TSB 14-0130 additionally requires the reprogramming of the HVAC module to the latest calibration. Reprogramming the HVAC module, however, fails to prevent exhaust and other gases, including carbon monoxide, from entering the passenger compartment.

Ford's Conduct and/or Inaction Has Damaged Plaintiff and Members of the Proposed Class

47. Plaintiff and each member of the proposed class has been damaged by Ford's conduct and/or inaction, as they have been exposed to harmful carbon monoxide and exhaust, they unknowingly purchased or leased defective vehicles which cannot be safely operated, they unknowingly 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.

48. A vehicle containing the defect described herein – that is, a defect that permits 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 which is potentially deadly, the vehicles are valueless. At the time plaintiff leased her vehicle, she paid a price based upon the value of such a vehicle free of such defect.

CLASS ACTION ALLEGATIONS

49. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on behalf of herself and the members of the following Class. The requirements of Rule 23(a), (b)(2) and (b)(3) are each met with respect to the classes defined below.

50. Plaintiff seeks to represent the following class:

> All persons who purchased or leased in New York at least one of the following vehicles: 2011 Ford Explorer, 2012 Ford Explorer, 2013 Ford Explorer, 2014 Ford Explorer or 2015 Ford Explorer.

51. **Numerosity**. Members of the class are so numerous that individual joinder of all members is impracticable. Based upon information and belief, Ford has sold or leased tens of thousands of 2011 through 2015 model year Ford Explorers in New York. All of

these vehicles are covered by TSB 12-12-4, and contain a defect that may cause carbon monoxide or exhaust to enter the passenger compartments of such vehicles.

52. **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: whether the 2011 through 2015 model year Ford Explorers have been sold or leased subject to express and/or implied warranties; whether the 2011 through 2015 model year Ford Explorers are defective such that carbon monoxide and exhaust may enter the passenger compartments of such vehicles; whether the 2011 through 2015 model year Ford Explorers suffer from a design defect, are unreasonable dangerous and/or are unfit for their intended use; whether Ford has knowledge of such defect; when Ford learned of such defect; whether Ford failed to disclose the defect to plaintiff and the class; whether Ford misrepresented that the affected vehicles were safe; whether Ford has a fix to the defect and, if so, how much the fix will cost; whether the defect reduces the value of the affected vehicles; whether Ford's express warranties cover the latent defects; whether Ford breached its warranties made to plaintiff and the class; whether Ford negligently designed/engineered/manufactured the affected vehicles; whether Ford concealed the defect; and whether plaintiff and the class have suffered damages as a result of the conduct alleged, and if so, the measure of such damage.

53. **Typicality**. The claims of plaintiff are typical of the claims of the class, as plaintiff and the members of the class have purchased or leased defective vehicles and have been harmed in some manner by Ford's conduct.

54. **Adequacy**. Plaintiff will fairly and adequately protect the interests of the class. Plaintiff's interests do not conflict with the interests of the members of the class. Further, plaintiff has retained counsel competent and experienced in complex class action litigation. Plaintiff and her counsel are committed to vigorously prosecuting this action.

55. **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 the class 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.

56. 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, plaintiff anticipates no difficulty in the management of this litigation as a class action.

57. For all of the foregoing reasons, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I

BREACH OF EXPRESS WARRANTY (N.Y. U.C.C. § 2-313)

58. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 57 as if fully set forth herein.

59. This count is brought on behalf of the class.

60. For each defective vehicle sold by Ford, an express written warranty was issued which covered the vehicle, warranting the vehicle to be free of defects in materials and workmanship at the time of delivery.

61. Ford's express warranties are intended to benefit the customer, including plaintiff and the members of the class.

62. At all relevant times, Ford was and is a merchant with respect to motor vehicles under N.Y. U.C.C. § 2-313. As an express warrantor and manufacturer and merchant, Ford had certain obligations under N.Y. U.C.C. § 2-313 to conform the subject 2011 through 2015 model year Ford Explorers to the express warranties given by Ford.

63. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford expressly warranted that the vehicles would be free from defects in design, material and workmanship. Ford promised to pay for all repairs and parts to replace defects introduced during the design and manufacturing process.

64. Plaintiff, and the members of the class, relied upon Ford's express warranties, and the existence of such warranties, when purchasing or leasing the vehicles.

65. Ford breached its express warranties by offering for sale, and selling or leasing as safe, defective vehicles that were by design and construction unsafe, thereby

subjecting occupants of the defective vehicles purchased or leased by plaintiff and members of the class to the risk of injury or death.

66. The defect at issue in this litigation was present in the subject vehicles at the time of sale or lease to plaintiff and the members of the class.

67. The defect at issue in this litigation must be corrected by Ford, and the expenses of such repairs must be borne by Ford, per Ford's express warranties.

68. Ford breached its express warranties (and continues to breach its express warranties) because it has not fixed the defect causing carbon monoxide and exhaust to enter the passenger compartment of the subject vehicles, nor has it covered the expenses associated with correcting the defect.

69. Plaintiff and the members of the class have performed the duties required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of Ford or by operation of law in light of Ford's conduct described throughout this Complaint.

70. Any arbitration or class waiver provisions included in Ford's express warranties are substantively and procedurally unconscionable, and therefore, unenforceable.

71. Ford has received timely notice regarding the problems at issue in this litigation, and notwithstanding, Ford has failed and refused to offer an effective remedy.

72. Plaintiff and the members of the class have suffered damages caused by Ford's breach of the express warranties and are entitled to recover compensatory damages, including but not limited to the cost of repairs and diminution in value.

COUNT II

BREACH OF IMPLIED WARRANTY
(N.Y. U.C.C. § 2-314)

73. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 57 as if fully set forth herein.

74. This Count is brought on behalf of the class.

75. At all relevant times, Ford was and is a merchant with respect to motor vehicles under N.Y. U.C.C. § 2-314.

76. Ford impliedly warrantied 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 expose occupants to needless harm or risk.

77. Ford breached its implied warranty of merchantability when it designed, manufactured, distributed, sold and leased the 2011 through 2015 model year Ford Explorers in an unsafe and un-merchantable condition. 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.

78. Plaintiff and each of the members of the class have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and plaintiff and each of the members of the class, on the other hand. Notwithstanding, privity is not required because plaintiff and each of the members

of the class are the intended beneficiaries of Ford's written warranties and its contractual relationships with Ford dealerships. The dealers were not intended to be the ultimate consumers of the subject vehicles, and have no rights under the warranty agreements provided by Ford. Ford's express warranties were designed for and intended to benefit the consumers only. Plaintiff and the members of the class were the intended consumers of the subject vehicles.

79. In addition, the subject Ford vehicles are of such a character that when used for the purpose for which it is made it is likely to be a source of danger to several or many people if not properly designed and fashioned. The subject Ford vehicles are therefore "things of danger." Plaintiff and members of the class are people whose use of the subject vehicles is and should be contemplated by Ford. Ford, the manufacturer of the subject vehicles, is accordingly liable to plaintiff and members of the class for breach of implied warranties regardless of whether privity exists.

80. Plaintiff and the members of the class 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.

COUNT III

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301, *et seq.*)

81. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 57 as if fully set forth herein.

82. This Count is brought on behalf of the class.

83. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

84. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

85. The subject 2011 through 2015 model-year Ford Explorers are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

86. 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.

87. Ford sells and leases its vehicles subject to express warranties which 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 warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

88. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford expressly warranted that the vehicles would be free from defects in design, materials and workmanship. Ford promised to pay for all repairs and parts to remedy defects introduced during the design and manufacturing process.

89. When plaintiff and members of the class purchased and/or leased their 2011 through 2015 model year Ford Explorers, Ford impliedly 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

PE16-008 000613 LC

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.

90. The subject 2011 through 2015 model year Ford Explorers 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 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.

91. Plaintiff and each of the members of the class have had sufficient direct dealings with either Ford or its agent dealerships to establish privity of contract between Ford, on the one hand, and Plaintiff and each of the members of the class, on the other hand. Notwithstanding, plaintiff and each of the members of the class are the intended beneficiaries of Ford's express and implied warranties. The dealers were not intended to be the ultimate consumers of the subject vehicles, and have no rights under the warranty

PE16-008.000614.LC

agreements provided by Ford. Ford's warranties were designed for and intended to benefit the consumers only.

92. Affording Ford a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here. Ford has known, or should have known, or was reckless in not knowing of its misrepresentations or omissions concerning the subject vehicles' defect resulting in exhaust and other gases, including carbon monoxide, entering the passenger compartment of such vehicles. Notwithstanding, Ford has failed to disclose the existence of this defect and the risk of carbon monoxide exposure, and has failed to rectify the situation. Plaintiff, on numerous occasions, afforded Ford an opportunity to cure by bringing her vehicle into an authorized Ford dealership for service, and notifying the dealership of an exhaust odor in the passenger compartment. Notwithstanding, the defect in plaintiff's vehicle was not repaired. Neither TSB 12-12-4 nor TSB 14-0130 repairs the defect. Under the circumstances, any requirement that plaintiff afford Ford a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

93. The amount in controversy of plaintiff's individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000.00, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

94. Plaintiff, 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.

COUNT IV

VIOLATION OF NEW YORK CONSUMER PROTECTION FROM DECEPTIVE ACTS AND PRACTICES ACT, N.Y. GEN. BUS. L. § 349

95. Plaintiff repeats and re-alleges the allegations in Paragraphs 1 through 57 as if fully set forth herein.

96. This Count is brought on behalf of the class.

97. Plaintiff and the members of the class are "consumers" within the meaning of New York General Business Law § 349.

98. Ford engaged in trade or commerce in New York within the meaning of New York General Business Law § 349.

99. New York General Business Law § 349 prohibits "deceptive acts or practices in the conduct of any business, trade, or commerce" in the State of New York.

100. By the latest December 2012, Ford knew that 2011 through 2013 model year Ford Explorers were defective such that an exhaust odor would enter the passenger compartments of those vehicles, and Ford knew or should have known that carbon monoxide and/or other dangerous gases were entering the passenger compartments of such vehicles.

101. Ford failed to disclose this defect, and has failed to notify plaintiff and the members of the class, and dealers, of such defect and how to correct it.

102. Ford violated New York General Business Law § 349 by engaging in the following practices:

PE16-008 000616 LC

a. Ford, directly and through its salespeople and agents, has continued to inform potential purchases of Ford Explorer vehicles that those vehicles are safe and fit for the use for which they were intended.

b. Ford provided, disseminated, marketed and otherwise distributed uniform false and misleading advertisements, technical data and other information to consumers regarding the performance, reliability, quality and nature of the subject vehicles.

c. Ford represented that goods or services were of a particular standard, quality or grade, when they were of another.

d. Ford engaged in unconscionable commercial practices by failing to reveal material facts and information about the subject vehicles, which did, or tended to mislead plaintiff and the members of the class about facts that could not reasonably be known by the consumer.

e. Ford caused plaintiff and the members of the class to suffer a probability of confusion and a misunderstanding of legal rights, obligations and/or remedies by and through its conduct.

f. Ford failed to reveal material facts to plaintiff and the members of the class with the intent that plaintiff and the members of the class rely upon the omission.

g. Ford made material representations and statements of fact to plaintiff and members of the class that resulted in plaintiff and members of the

class reasonably believing the represented or suggested state of affairs to be other than what they actually were.

h. Ford has known of the exhaust and carbon monoxide problem, but has failed to disclose its existence or its complete nature, even though Ford has known that such information was material to, among other things, those transactions in which plaintiff and the members of the class purchase the subject vehicles and each of their decisions to continue operating the vehicle.

i. Ford intended that plaintiff and the members of the class rely on their misrepresentations and omissions, so that plaintiff and the members of the class would purchase or lease the subject vehicles, and continue to operate the subject vehicles.

j. Ford continued to sell or lease the subject vehicles without informing buyers or lessees of the defects in the vehicles.

103. Ford's actions affect the public interest because plaintiff and the members of the class were injured in exactly the same way as thousands of others purchasing and/or leasing the subject vehicles as a result of and pursuant to Ford's generalized course of wrongdoing and/or deception.

104. Plaintiff and the members of the class were injured as a result of Ford's misconduct. Plaintiff and the members of the class overpaid for the subject 2011 through 2015 model year Ford Explorers, and did not receive the benefit of their bargain.

PE16-008 000618 LC

105. These acts, omissions and practices proximately caused plaintiff and the members of the class to suffer actual damages in the form of, among other things, monies spent to repair the defect and diminution in value of the subject vehicles.

106. Plaintiff seeks damages and an order enjoining Ford's unfair and/or deceptive acts or practices, completely remedy the defect in plaintiff's and the class members' vehicles, and to pay for attorneys' fees, together with any other just and proper relief available under FDUTPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and on behalf of the Class, respectfully requests judgment against Ford:

(a) Certifying the class and appointing plaintiff and her counsel to represent the class;

(b) Ordering Ford to provide notice to the class of the defect with the design of the vehicles, and/or the exhaust and/or HVAC systems in the 2011 through 2015 model year Ford Explorers that causes carbon monoxide and exhaust to enter into the passenger compartments of such vehicles during their normal and customary use;

(c) Ordering Ford to promptly repair and/or replace, free of charge, all subject vehicles to prevent carbon monoxide and exhaust from entering the passenger compartments of such vehicles; or ordering Ford to offer rescission to plaintiff and the members of the class by returning the full costs paid to purchase or lease the defective vehicles in exchange for the return of the defective vehicles;

(d) Awarding damages which include, but are not limited to, the cost of any repairs and the diminution of value of the vehicles;

(e) Awarding pre-judgment and post-judgment interest;

(f) Awarding attorneys' fees and costs; and

(g) Awarding any such other relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable.

Dated: October 20, 2014

Yours, etc.,

LEVINE & GROSSMAN

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(Motions for Pro Hac Vice Admission Intended)

Attorneys for Plaintiff Angela Dixon

PE16-008 000620 LC

CV - 14 6135

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

[redacted],

Plaintiff(s),

-against-

FORD MOTOR COMPANY,

Defendant(s).

SUMMONS AND COMPLAINT

LEVINE & GROSSMAN
Attorneys for Plaintiff(s)
114 Old Country Road
Mineola, New York 11501
(516) 248-7575

To:

Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

___ That the within is a true copy of an entered in the office of the clerk of the within named Court on

___ That an Order of which the within is a true copy will be presented for settlement to the Hon. , one of the judges of the within named Court, at , N.Y., on at 9:30 a.m.

Dated: Mineola, NY

LEVINE & GROSSMAN
Attorney(s) for Plaintiff(s)
114 Old Country Road
Mineola, New York 11501

TO:

Attorneys for Defendants







ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[a,c]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, MI Bar
[i] Member, NH Bar
[j] Member, CT Bar
[k] Member, TN Bar
[l] Member, WY Bar
[m] Member, DC Bar
[n] Member, CA Bar
[o] Member, WI Bar
[p] Member, TX Bar
[q] Member, WV Bar
[r] Member, CO Bar
[s] Member, FL Bar
[t] Member, IL Bar

KIMMEL & SILVERMAN
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JACQUELINE C. HERRITT[a,b,c]
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JOHN A. DINGLE[a]
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SHANNON R. HARKINS[a]
CHAD P. DOMAN[a]
RYAN FITZGERALD[a]
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WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
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NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

July 10, 2015

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

RE: [redacted], et al. v. Ford Motor Company
June Term 2015, No. 004495

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note**: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Robert A. Rapkin

RAR\cac

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
JUNE 2015
E-Filing Number [redacted]

PLAINTIFF'S NAME	DEFENDANT'S NAME
[redacted]	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 61 VERMILLION LANE LEVITTOWN PA 19054	DEFENDANT'S ADDRESS C/O CT CORPORATION SYSTEM 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME CATHERINE E. DRAYTON	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS 61 VERMILLION LANE LEVITTOWN PA 19054	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
2	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☒ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
☒ $50,000.00 or less	☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement
☐ More than $50,000.00	☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors
	☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival
	☐ Other:			

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
JUL 02 2015
C. MALVESTUTO

IS CASE SUBJECT TO COORDINATION ORDER? YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: WILLIAM G DRAYTON , CATHERINE E DRAYTON

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT A. RAPKIN	30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888 / FAX NUMBER: (215)540-8817	
SUPREME COURT IDENTIFICATION NO.: 61628	E-MAIL ADDRESS: rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY: *ROBERT RAPKIN*	DATE SUBMITTED: Thursday, July 02, 2015, 11:45 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 03/31/2016
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial denovo on appeal from a decision entered by a Judge.

Robert A. Rankin, Esquire
Identification No. 61628
RANKIN & SULTZERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING REQUESTED.

Filed and Attested by PROTHONOTARY, 01 JUL 2015 12:45 am C. GOLVESTON

[redacted]
Levittown, PA [redacted]

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demnada y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Case ID: 150604495

Robert A. Rapkin, Esquire
Identification No. 61628
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30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

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[redacted]
Levittown, PA [redacted]

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

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CODE: 1900

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TELEPHONE: 215-238-1701

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ATTORNEY FOR PLAINTIFFS

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[redacted]
Levittown, PA [redacted]

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, [redacted], are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at [redacted], Levittown, PA [redacted].

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about April 18, 2014, Plaintiffs purchased a used 2014 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K8F82E[redacted].

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $45,913.68. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: exhaust odor throughout the vehicle on acceleration, the rear tailgate is not aligned and electrical issues with the battery. Not all repair invoices are in Plaitniff's possession, however, true and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

13. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

14. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

17. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

18. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

20. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

21. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

22. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

28. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

31. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

32. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

33. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). 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;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

34. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

35. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

Robert A. Rapkin, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

KBS Citizens

RETAIL INSTALLMENT CONTRACT — PA

Dealer Number [redacted] Date 04/18/2014

Buyer [redacted]

Co-Buyer [redacted]

Creditor Seller CENTRAL FORD SALES, INC. 9321 ROOSEVELT BLVD PHILADELPHIA PA 1911

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below. By signing on the front or on the back side of this Contract, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and promise to pay us the amount due in this Contract. We (us and our) may assign this Contract or named above and, after assignment, the assignee will have (Assignee).

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
USED	2014	FORD TRUCK EXPLORER	4DR UTI	1FM5K8F82EG[redacted]	

If truck or truck tractor, Condition of vehicle: Describe body, gross vehicle weight rating and number of tires on power unit: N/A

The vehicle is being purchased primarily for personal, family or household, or business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: 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.
AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH-IN-LENDING DISCLOSURES

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 payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 4500.00
7.06 %	$ 2487.84	$ 38925.84	$ 41413.68	$ 45913.68

PAYMENT SCHEDULE: Your payment schedule will be 72 monthly payments of $ 575.19 each, due on the same day of each month starting on 05/19/2014.

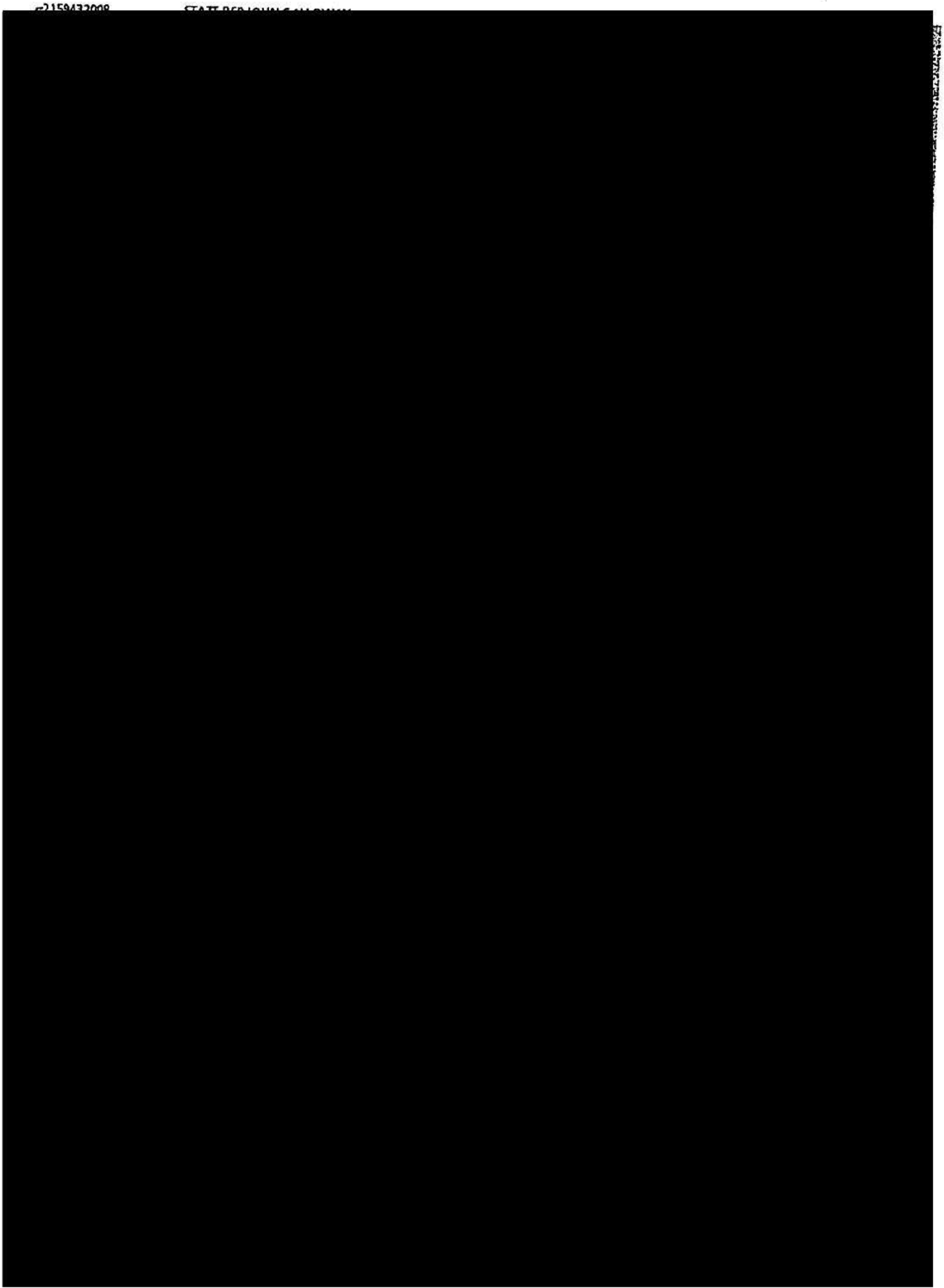
PREPAYMENT: You have the right to pay off this Contract early. If you do so you will not have to pay a penalty.
SECURITY: You are giving us a security interest in the motor vehicle being purchased.
LATE CHARGE: If any portion of a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5.000 percent of the unpaid amount of the installment.
OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, conversions, repairs, taxes and other permitted costs):		$ 40568.84 (1)
2. Downpayment:		
A. Trade-in. Year/Make/Model: 2002 FORD TRUCK ESCAPE 1FMYU02182KB02761		
Gross Allowance $ 3000.00 less Amount Owing $ N/A equals Net Trade-in		$ 3000.00
(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as PrepaidOrLenderBalloonAmount in item 4D).		
B. Cash Downpayment	$ 1500.00	
C. Manufacturer's Rebate Applied to Downpayment	$ N/A	
D. Total Downpayment (A plus B plus C)		$ 4500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D):		$ 36168.84 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosure below):		
1. Optional Credit Life Insurance		$ N/A
2. Optional Credit Accident and Health Insurance		$ N/A
B. Amounts Paid to Public Officials:		
1. Government Licensing and/or Registration Fees		$ 6.00
2. Certificate of Title Fees		$ 50.00
3. Lien Recording Fees		$ 23.00
4. Other (Specify)		$ N/A
5. Other (Specify) TAG/		$ 10.00
6. Other (Specify) N/A		$ N/A
C. Seller's Documentary Fee (not a government fee) 133.00		$ 133.00
D. Other Charges (Describe who will receive payment and purpose):		
1. To N/A For		$ N/A
2. To FORD ESP For SERVICE CONTRACT		$ 2520.00

PLAINTIFF'S EXHIBIT A



Chapman Ford Volkswagen
9371 Roosevelt Boulevard, Philadelphia, PA 19114
(215) 698-7000 • Fax (215) 698-2576
www.chapmanautogroup.com • www.chapmancars.com

DEAL #: 160519
CUST #: 160032

PLEASE ENTER MY ORDER FOR THE FOLLOWING
☐ NEW or ☒ USED ☐ DEMO ☐ CAR ☒ TRUCK PRIOR USE:

[redacted] DATE 04/18/2014

YR.	MAKE	MODEL	TYPE
2014	FORD TRUCK	EXPLORER	4DR LIMI

STREET [redacted]

COLOR	TRIM	MILEAGE
BLACK	LIMITED	299

CITY LEVITTOWN STATE PA ZIP [redacted]

VIN 1 F M 5 K [redacted]

ENC TORBS CITIZENS, N.A.

PO BOX 255587 SACRAMENTO

CA 95865-5587 AMOUNT: 38925.84

IN 72 MONTHLY PAYMENTS OF $ 575.19 EACH

STARTING 18th DAY OF MAY YEAR 2014

STOCK NO.	SALESMAN
61953XA	SIDNEY G SHORE

DESCRIPTION OF TRADE IN #1

YR.	MAKE	MODEL	TYPE
2002	FORD TRUCK	ESCAPE	4DR 4WD X

COLOR	TRIM	MILEAGE
BLUE	XLS	92602

VIN 1 F M Y U 0 2 1 8 2 [redacted]

TITLE NO.	PLATE NO.	EXP. DATE
	35-INDY	08/31/2014

DESCRIPTION OF TRADE IN #2

YR.	MAKE	MODEL	TYPE

COLOR	TRIM	MILEAGE

VIN

TITLE NO.	PLATE NO.	EXP. DATE

COLLISION COVERAGE

NAME OF AGENT	PHONE

ADDRESS

POLICY NUMBER	COLLISION DEDUCTIBLE
37363380	N/A

INSURANCE CO.	SPOKE WITH
AAA MID-ATLANTIC INS CO	

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
09/22/2013	09/22/2014	

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☒ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESE

PURCH [redacted]
SIGNAT

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

DESCRIPTION / OTHER

SALE PRICE	37995.00
REBATE	N/A
TRADE	3000.00
BALANCE	34995.00
WARRANTY	2520.00
AFTERSALE	399.00
TAXABLE BALANCE	37914.00
SALES TAX	2274.84
LUXURY TAX	N/A
PAYOFF ON TRADE	N/A
NEW TAG FEE	40.00
REGISTRATION FEE	N/A
TRANSFER FEE	45.00
TIRE TAX	N/A
LIENHOLDER FEE	25.00
TITLE FEE	50.00
OUT STATE FEE	N/A
O.R. DEALERSHIP FEE	15.00
PASSENGER FEE	N/A
TEMPORARY SEALS	N/A
DOCUMENTARY FEE	133.00
AMOUNT DUE 737.00	TOTAL 40426.84
LESS DEPOSIT WITH ORDER	N/A

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
09/22/2013	09/22/2014	

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The manufacturer's warranty conveys all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☒ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRE[redacted] PRESENTLY EX[redacted]

PURCHASER'S SIGNATURE X [redacted]

USED CAR BUYER'S GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of [redacted]

PURCHASER'S SIGNATURE X [redacted]

TRANSFER FEE	
TIRE TAX	
LIENHOLDER FEE	
TITLE FEE	2
OUT-OF-STATE FEE	5
OUT-OF-DEALERSHIP FEE	
MESSENGER FEE	
NOTARY SEALS	
DOCUMENTARY FEE	13
AMOUNT DUE 237.00	TOTAL 90425
LESS DEPOSIT WITH ORDER	
LESS AMOUNT FINANCED	38925
CASH DUE ON DELIVERY	1500
CASH DUE ON DELIVERY	1506

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior a including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the a relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Ag

X This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NO CANCELLATION TO DEALER.

☐ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIG[redacted] DATE 04/18/2014

CO-BUYER S[redacted] DATE

MANAGER'S[redacted] (Must Be Accepted By An Authorized Representative o

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CHAPMAN AUTO STORES

www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW

CELL: [redacted]

CUSTOMER NO. [redacted]

LEVITTOWN, PA [redacted]

FRANCIS DECKER 5984	TAG NO. 6775	INVOICE DATE 09/10/14	
LABOR RATE	LICENSE NO.	MILEAGE 9,226	COLOR BLACK/
14/FORD/TRUCK/EXPLORER/4DR LIMITED 4		DATE SOLD 04/18/14	DELIVERY MILES 299
VEHICLE NO. 1FM5K8F82EG [redacted]		SELLING DEALER NO. 100	PRODUCTION DATE
STK NO.	P.O. NO.	R.O. NO. 09/03/14	
COMMENTS			MO: 9228

JOB# 1 CHARGES

LABOR

CUST STATES SMELLS EXHAUST COMING THREW CAR MORE
AFTER TAKING OFF
FOUND TSB #12-12-4 FOR EXHAUST ORDO IN VEHILCE.
PERFORMED TSB 12-12-4 FOR REPROGRAM THE HVAC MODULE REPLACE
REAR EXTRACTORS BOTH REAR FENDER MOLDINGS SEAL THE BODY AND
INSTALL LIFTGATE DRAIN VALVES AS PER TSB

PARTS QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
0	BB5Z-61280B62-B	GRILLE 770451		WARRANTY
PART ON SPECIAL ORDER				
	** QUANTITY 1 IS SPECIAL ORDERED **			
1	BB5Z-7829164-AA	MOULDIN 509497		WARRANTY
1	BB5Z-7829165-AA	MOULDIN 509498		WARRANTY
1	4M8Z-54280B62-A	VALVE A 349075		WARRANTY
1	TA-2	ADHESIV 498132		WARRANTY
1	08881	3M UNDERCOATIN		WARRANTY
0	4M8Z-54280B62-A	VALVE A 349075		WARRANTY
PART ON SPECIAL ORDER				
	** QUANTITY 1 IS SPECIAL ORDERED **			

TOTAL PARTS 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

CUST STATES REAR TAILGATE IS NOT ALIGNED AND MAKING UP REAR
BUMPER

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

PERFORM MULTI POINT INSPECTION

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

FOUND BATTERY FAILED LOAD TEST IN DRIVE
BATTERY FAILED LOAD TEST
REPLACED BATTERY

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If anything less than you consider "Completely Satisfied" on each question, please contact your service manager.

Thank You
CHAPMAN AUTO GROUP

PLAINTIFF'S EXHIBIT 15

ALL-STATE LEGAL

PAGE 1 OF 2 CUSTOMER COPY 03:23pm

THANK YOU

PE16-008 000638 LC

CHAPMAN AUTO STORES

D/B/A CHAPMAN FORD LINCOLN VW

www.chapmanautogroup.com

CELL: [redacted]

CUSTOMER NO [redacted]

[redacted]

LEVITTOWN, PA [redacted]

[redacted]

SALESMAN FRANCIS DECKER 5984	D/O NO. 6775		INVOICE DATE 09/10/14	
LABOR RATE	LICENSE NO.	MILEAGE 9,226	COLOR BLACK/	
YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR LIMITED 4			DELIVERY DATE 04/18/14	DELIVERY MILES 299
VEHICLE I.D. NO. 1FM5K8F82EG [redacted]			SELLING DEALER NO. 100	PRODUCTION DATE
P.C.# NO.	P.O. NO.		R.O. DATE 09/03/14	
COMMENTS				MO: 9228

PARTS	QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	
	1	BXT-65-650	BATTERY 005045		WARRANTY
	-1	BXT-65-650	CORE RETURN		WARRANTY
			TOTAL PARTS		0.00

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

TECHNICIAN CERTIFICATION

9907	PAUL SELADONES	2194
9758	PETER S WILKENS	2228

TOTALS

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

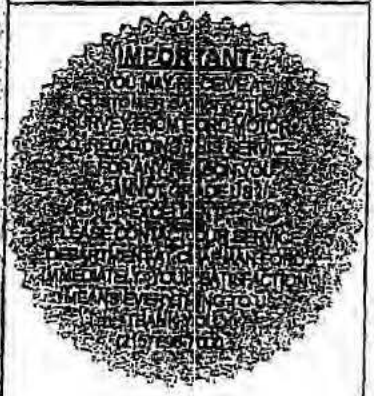
RECEIVED BY ..... DATE .....

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

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.



PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 03:23pm

THANK YOU

For Pa. vehicles ONLY. STATE BUSINESS FORMS (888) 670-3030 (1-11-2010)

CHAPMAN AUTO STORES

D/B/A CHAPMAN FORD LINCOLN VW

www.chapmanautogroup.com

CELL: [redacted]

CUSTOMER NO. [redacted]

[redacted]

LEVITTOWN, PA [redacted]

SALESMAN: FRANCIS DECKER 5984	TAG NO: 7874	INVOICE DATE: 10/09/14		
LABOR RATE	LICENSE NO.	MILEAGE: 11,800	COLOR: BLACK/	
YEAR, MAKE, MODEL: 14/FORD TRUCK/EXPLORER/4DR LIMITED 4		DELIVERY DATE: 04/18/14	DELIVERY MILES: 299	
VEHICLE I.D. NO.: 1FM5K8F82EG [redacted]		SELLING DEALER NO.: 00	PRODUCTION DATE	
F.T.E. NO.	P.O. NO.	R.O. DATE: 10/09/14		
COMMENTS			MO: 11802	

JOB# 1 CHARGES

LABOR

CUST STATES HAS EXHAUST SMELL COMING THREW TRUCK MORSE WHEN
HAS A FULL TANK OF GAS
FINISHED REPAIR AS PER LAST RO

MISC	CODE	DESCRIPTION	CONTROL NO	
	204	FIRST MAINTENANCE		-43.25
			TOTAL - MISC	-43.25

JOB# 1 TOTALS

MISC	-43.25
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL	-43.25

JOB# 2 CHARGES

LABOR

CUSTOMER REQUEST LUBE OIL AND FILTER CHANGE
MAITENANCE DUE
PERFORMED LUBE OIL AND FILTER CHANGE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	AA5Z-6714-B	FILTER 516306	7.75	7.75
	6	XO-5W20-QSP	MOTORCRAFT 5W2	2.75	16.50
			TOTAL - PARTS		24.25

JOB# 2 TOTALS

LABOR	19.00
PARTS	24.25
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL	43.25

JOB# 3 CHARGES

LABOR

PERFORM MULTI POINT INSPECTION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	4M8Z-54280862-A	VALVE A 349075		WARRANTY
			TOTAL - PARTS		0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

CUST BOUGHT BACK AND HAD FIELD ENGINEER CAME OUT AND INSPECT
ED AND ROAD TESTED CAR JIM KELLY
AS PER JIM KELLY FIELD ENGINEER OPERATING AS DESIGNED

DISCLAIMER OF WARRANTIES

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IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on every question please contact your Service Manager.

Thank You
CHAPMAN AUTO GROUP

THANK YOU

For Re-order FPR STATE BUSINESS FORMS (800) 577-3676 (1105-13)

CHAPMAN AUTO STORES

CHRYSLER Jeep DODGE LINCOLN Ford MERCURY

www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW

CELL [redacted]

CUSTOMER NO. [redacted]

FRANCIS DECKER 5984 7874 10/09/14

[redacted]

LABOR RATE LICENSE NO. MILEAGE 11,800 COLOR BLACK/

LEVITTOWN, PA [redacted]

14/FORD TRUCK/EXPLORER/4DR LIMITED 4 04/18/14 DELIVERY SALES 299

1FMSK8F82EG[redacted] 100

F.T.E. NO. P.O. NO. R.O. DATE 10/09/14

[redacted] COMMENTS MO: 11802

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE .....

TOTAL LABOR	19.00
TOTAL PARTS	24.25
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	43.25
TOTAL TAX	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE .....

DISCLAIMER OF WARRANTIES

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IMPORTANT

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on each question, please contact your Service Manager. Thank You. CHAPMAN AUTO GROUP

THANK YOU

For Dealer Use Only. STATE AUTOMOTIVE FORMS 800-328-4444 (11/05/03)





Case Print Report

Case Number [redacted]

Case Opened Date 12/12/2014 11:08 AM

Case Closed Date 12/12/2014

Case Status Resolved

Case Last Modified 12/12/2014 11:15 AM

Responsible Team Tier 1 Inbound

FORD MOTOR COMPANY
RECEIVED
DEC 15 2014
OFFICE OF THE
GENERAL COUNSEL

Case Classification Legal > Alleged Accident/Property Damage or Fire (Visible flames) due to Product Defect > Insurance Company Contacted/ settlement > Requests Financial Assistance

Customer Name [redacted]

Customer Number [redacted]

[redacted]

BIXBY OK [redacted]

[redacted]

Dealer Bill Knight Ford

VIN 1FM5K7D94DG[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

Case Print Report

Case Numbe [redacted]

Case Print Report

Case Numbe [redacted]

Agent Name	Note Created On
Amber Watts	12/12/2014 11:12 AM

CUST SAYS:
Has gone through about 17,000 worth repairs from an accident.
CUST is now experiencing concentrated exhaust fumes in VEH. CUST took to ford dealership had evaluated determined exhaust not due to accident. Advised by DLRSHP have seen it before and there is no recall. Back exhaust is leaking in causing this concern. The DLRSHP has agreed to do work at the DLRSHPs expense. CUST did not have leakage issue before accident. CUST is seeking financial assistance.

1. Has the customer filed a claim with their insurance company?
Yes
2. If a claim has been filed with their insurance company, what is the status of the claim?
Settlement
3. Is the vehicle repairable?
YES
4. Were any injuries sustained? If yes, provide the first and last name of all injured parties.
NO
5. What are you seeking from Ford Motor Company?
Financial assistance for the repairs of the VEH.
6. What was the date of the accident?
September 29th, 2014.
7. What product defect is alleged to have caused the accident?
N/A
8. What is the city and state where the accident occurred?
Tulsa, Oklahoma
9. Was a police report filed?
Yes.
10. If a police report was filed, what were the findings?
No fault.
11. What is the police report number and in what city and county was the report filed?
N/A
12. What is the name and address of the customer's attorney? (Ask this question only if the customer mentions they have sought/retained an attorney).
N/A
13. What mailing address would you like our Office of General Council to send your written response to? (Document the full address).

[redacted]
Bixby, OK [redacted]

PER CUST, DLR SAYS: N/A

CRC ADVISED:
I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

Case Print Report

Case Number [redacted]

[redacted]

[redacted]

Filing # 31361033 E-Filed 08/2[redacted]015 04:44:34 PM

OBTAIN DESCRIPTION

IN THE COUNTY COURT OF THE
THIRD JUDICIAL CIRCUIT
IN AND FOR SUWANNEE COUNTY, FLORIDA
CIVIL DIVISION

Case No.: [redacted] Jdg. Wm. J. Williams III

[redacted]
Plaintiff,

v.

FORD MOTOR COMPANY,
Defendant.
_____/

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

9/18 2:55pm
K #920

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition, in this action on:

FORD MOTOR COMPANY
By serving its Registered Agent:
CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Each Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, Mark E. Fischer, Jr., Esq., whose address is 4707 W. Gandy Blvd., Suite 8, Tampa, FL 33611, within twenty (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 _____, 2015.

Clerk of the Court

By:_____
Deputy Clerk

MARK E. FISCHER, JR., ESQ.
Florida Bar. #0112482
The Law Office of Patrick J. Cremeens, P.L.
4707 W. Gandy Blvd.
Suite 8
Tampa, Florida 33611
ph. (813) 839-2000 / fax (813) 839-3500
E-mail: admin@cremeenslaw.com

08/26/2015
E-FILED

K

RECEIVED
SEP 17 2015
By_____

IN THE COUNTY COURT OF THE
THIRD JUDICIAL CIRCUIT
IN AND FOR SUWANNEE COUNTY, FLORIDA
CIVIL DIVISION

Case No.:

[redacted]
Plaintiff,

v.

FORD MOTOR COMPANY,
Defendant.
_____/

COMPLAINT AND JURY DEMAND

The Plaintiff, [redacted], (hereinafter "Plaintiff"), by and through the undersigned counsel, files this Complaint and sues the Defendant, FORD MOTOR COMPANY (hereinafter "Manufacturer"), for violations of the Motor Vehicle Warranty Enforcement Act, Fla. Stat. § 681 et seq., and for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et al. (hereinafter "MMWA"), for defects associated with a 2013 Ford Explorer, VIN: 1FM5K7F81DC[redacted] (hereinafter "vehicle" or "subject vehicle") which was purchased from Prestige Lincoln-Mercury in Gainesville, Florida and warranted by Manufacturer.

STATEMENT OF JURISDICTION AND VENUE

1. The amount in controversy **DOES** exceed FIVE THOUSAND DOLLARS ($5,000.00) but **DOES NOT** exceed FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

2. Defendant Manufacturer is a foreign corporation authorized to conduct business in the State of Florida, and at all times material hereto was engaged in the regular practice of warranting and servicing automobiles in Suwannee County, Florida.

FACTS

3. On or about July 7, 2012, Plaintiff purchased the vehicle. See Exhibit "A", attached hereto.

4. Along with the purchase of the vehicle, Plaintiff received an express warranty from Manufacturer. See Exhibit "B", attached hereto.

5. Specifically the relevant terms of the warranty were as follows:

   (a) Manufacturer's 3-year/36,000 mile bumper-to-bumper warranty covered the vehicle.

   (b) Manufacturer promised in the express warranty that Manufacturer would repair defects and replace defective parts within the specified time frame above, through its own authorized servicing agents as defined in the express warranty.

6. Plaintiff took the vehicle to Manufacturer's authorized servicing agents, pursuant to the warranty, a combined total of at least nine (9) times for repairs of defects and/or defective parts, including complaints about the performance of the vehicle's engine, exhaust system, and electrical system, which are component parts that are covered under the express warranty. See Composite Exhibit "C", attached hereto.

7. A summary of said repairs is as follows:

DATE	DAYS	MILE	RO#	COMPLAINT
7/18/12	12	450	[redacted]	**Upholstery:** Customer states carpet is pulling out by scuff plate on passenger front floor. (Case, loose repaired).
				Upholstery: Customer states there is an area on passenger front seat cushion-outer

				area that upholstery stitching is showing a gap, possibly not in proper place. (Cause, split seams. Repaired.).
4/23/13	129	7,249	[redacted]	**Engine:** Customer states whining noise from engine area when accelerating. (Cause misaligned. Reposition brake and transmission cooler lines. 7255 misaligned. Road test to verify. Run oasis. Found SSM 22519. Brake line making contact with trans cooler line. Reposition brake line. Reset ok). **Exhaust Odor:** Customer states bad odor from exhaust, worse on heavy acceleration. (No abnormal exhaust odor at this time. Road test to verify. No abnormal smell detected. Do smell normal catalyst smell from new vehicle).
8/1/13	27	7,300	146569	**Fuel Pump:** (Fuel delivery module eplaced)
8/6/13	9	8,766		**Fuel Pump:** Customer states 13S04. Cause: replace fuel pump. Perform 13S04 replace fuel delivery module 7248).
2/3/14	2	11,622		**Exhaust Odor:** Customer states exhaust odor when getting on highway. (Cause order parts TSB 12.12.4).
7/30/14	8	16,461		**Exhaust Odor:** Customer states odor in cabin when accelerating to highway speed. (Cause 00 140130B 2.0, 1365 ISP 1 BB5Z*7829164*AA moulding. 2 4M8Z*54280B62A valve assembly auto drain, 1 TA"2* adhesive, 1 08881 undercoating, 1 BB5Z*61280B62* Grille assembly vent. Perform TSB 14-01-30 procedure B perform HVAC module, replaced air extractor, both rear fender mouldings, seal the body and install lift gate drain valves.

Electrical System/Instrument Panel: Customer states the backup camera will not work at times. Customer restarted vehicle to black screen. Radio wouldn't turn off no response with buttons. Two days later radio would not come on. (Cause: Update is correct this concern.

Electrical System/Keyless Entry: Keyless entry is inop most of the time, 5-6 button not working. (Cause: 23943A trim panel front door remove and install (23942/32943 – L 1 BB5Z*782055*AA moulding door outside. 23943A6L latch assembly front door replace. 12651D/Chassis electrical BCE test. Replace keyless entry pad. Verified concern perform electrical diag found keyless door pad not responding to numbers 5-6. R&I door panel and latch remove key pad and clean two sided tap from door reassembly retest and verified repair.

Seat: rear of LT seat seem not to be going down as much. (Cause: 00 seat working ok at this time. Seat working as designed)

8/26/14 2 17,287 [redacted]

Exhaust Odor: Customer states heavy exhaust odor on acceleration. (Unable to duplicate. No SSM or new TSB. Customer unable to duplicate).

Electrical System/Back up Camera: Customer states back up camera not coming in at times. (Working ok at this time unable to verify concern at this time).

Exhaust Odor: Customer states when starting vehicle very musty odor from AC vents. (Deodorized system check ventilation system for musty odor. Deodorize evap case per workshop manual. Ok).

				Upholstery: Customer states. ().
2/5/15	1	19,738	[redacted]	**Exhaust Odor:** Customer states on acceleration harder to accelerate there is a burning exhaust odor. (No repair per Ford at this time). **Exhaust Odor:** Customer states musty odor from HVAC. (reschl for evap case assembly). **Upholstery:** Customer states. ().
2/9/15	8	19,870		**Exhaust Odor:** Customer states bad musty odor when AC is turned on. (Cause: evap case. Replace evap case. 1 DG1Z*19850*B evaporator assembly. Evap case evacuated. A/C drained coolant removed both front seats center console, front carpet, cowl, windshield wipers, dash evap box. Installed new evap box. Recharged A/C filled coolant. Put all parts back on truck. As per hot line request after 2 treatments of deodorizer and ozone treatment did not remove odor). **Chemical Odor:** Customer states on acceleration pass or getting on highway there is a bad chemical odor inside. (No repair for concern at this time. All SSM and TSB have been competed).

8. Plaintiff contacted Manufacturer by calling Manufacturer's telephone number provided in the warranty on multiple occasions to inform Manufacturer of Plaintiff's warranty dispute. When Plaintiff's telephone calls went unreturned, he submitted his warranty dispute through a letter sent directly to Manufacturer's Customer Relationship Center.

PE16-008 000653 LC

9. Shortly thereafter, Plaintiff contacted Manufacturer's Customer Relationship Center again to determine why his letter and telephone calls went unreturned. Manufacturer's customer service representative(s) informed Plaintiff, for the first time, that Plaintiff's case had been closed by Manufacturer's regional manager. Manufacturer's customer service representative(s) refused to offer further assistance or resolve Plaintiff's warranty dispute.

10. Plaintiff returned to Manufacturer's authorized servicing agent and informed the service manager that his case had been closed by Manufacturer' Customer Relationship Center. In response, Plaintiff was informed that the problems with the exhaust odor are commonly experienced by other Ford Explorer owners and is well-known to Manufacturer and its authorized serving agents.

11. Plaintiff and the Manufacturer's authorized servicing agent(s) directly contacted Manufacturer and afforded Manufacturer one or more direct opportunities to conduct repair attempts, and thereby at all times material Manufacturer was aware of the vehicle's problems and unrepaired defects. Further, Manufacturer was afforded numerous opportunities to repair the vehicle through its authorized servicing agent(s) under the warranty. See Composite Exhibit "C".

12. Despite at least nine (9) repair attempts and over one hundred seventy-five (175) days out of service, the vehicle's defects were never adequately repaired by Manufacturer.

13. Plaintiff submitted his claim to Manufacturer's informal dispute resolution mechanism, the Better Business Bureau Auto Line, on February 16, 2015.

PE16-008 000654 LC

14. The Better Business Bureau Auto Line arbitration program is limited in the types of damages it can award to a consumer. See Exhibit "D", attached hereto.

15. Plaintiff and Manufacturer participated in the Better Business Bureau Auto Line arbitration program and a decision was rendered on May 11, 2015. The vehicle was deemed a lemon and Plaintiff was awarded a repurchase of the subject vehicle under the terms of the Florida Lemon Law. See Exhibit "E", attached hereto.

16. The problems and failures with the vehicle's factory-installed engine, exhaust system, and electrical system were the direct result of one or more failures with Manufacturer-supplied materials and workmanship. The engine, exhaust system, and electrical system were covered under Manufacturer's express warranty.

17. As a result, the vehicle's use, value, and safety were significantly impaired.

18. Manufacturer's inability or refusal to perform warranty repairs was in derogation of Manufacturer's obligation to Plaintiff under the express warranty.

COUNT I
VIOLATION OF MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

19. Plaintiff adopts and incorporates paragraphs 1-18 hereinabove as though fully re-stated and re-alleged herein.

20. Plaintiff is a "consumer" as defined by 681.102(4) Fla. Stat.

21. Defendant is a "manufacturer" as defined by 681.102(14) Fla. Stat.

22. The 2013 Ford Explorer is a "motor vehicle" as defined by 681.102(15) Fla. Stat.

23. Manufacturer had notice of the vehicle's defects and was given a reasonable number of attempts to conform the vehicle to its express warranties.

PE16-008 000655 LC

24. Manufacturer was unable to conform the vehicle to any of its applicable express warranties.

25. As a result of said nonconformities, Plaintiff has suffered damages.

26. All conditions precedent prior to bringing this action have occurred, have been performed, or have been waived.

WHEREFORE, Plaintiff prays that judgment be entered against Manufacturer:

A. For pecuniary damages pursuant to Fla. Stat. §681.112;

B. For costs, interest and actual attorneys' fees pursuant to Fla. Stat. §681.112; and

C. For such other relief this Court deems appropriate.

COUNT II
BREACH OF EXPRESS WARRANTY UNDER MMWA, 15 U.S.C. § 2310(d)(1)

27. Plaintiff incorporates and adopts paragraphs 1 to 18 as though fully set forth herein.

28. Plaintiff is a "consumer" as defined in the MMWA, 15 U.S.C. § 2301(3).

29. The vehicle is a "consumer product" as defined in the MMWA, 15 U.S.C. § 2301(1).

30. The vehicle was manufactured and purchased after July 4, 1975.

31. The express written warranty is a "written warranty" as defined in the MMWA, 15 U.S.C. § 2301(6).

32. Manufacturer is a "supplier" and "warrantor" as defined in the MMWA, 15 U.S.C. § 2301(4), (5).

33. The vehicle's engine, exhaust system, and electrical system failures were the direct result of multiple defects in manufacturing workmanship or materials.

PE16-008 000656 LC

34. The above-described failures and issues could not reasonably have been discovered by Plaintiff prior to Plaintiff's purchase of the vehicle.

35. The express written warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, for the purchase of the vehicle.

36. Plaintiff afforded Manufacturer with a reasonable opportunity to cure the vehicle's defects.

37. The vehicle was never adequately repaired under such express warranty and continued to be in a defective condition through no fault of Plaintiff.

38. Manufacturer's failure or refusal to adequately repair the vehicle is a breach of the express warranty.

39. The express warranty failed of its essential purpose.

40. As a result of Manufacturer's breach, Plaintiff has been damaged.

41. All conditions precedent prior to bringing this action have occurred, have been performed, or have been waived.

WHEREFORE, Plaintiff prays that judgment be entered against Manufacturer:

A. For actual, incidental, and consequential damages, including but not limited to: loss of use, cost of accessories incurred after purchase of the vehicle, any insurance premiums paid while the vehicle was out of use due to the vehicle's nonconformities, and damages incurred in inspection, receipt, transportation, and care and custody of the vehicle;

B. For costs, interest and actual attorneys' fees pursuant to 15 U.S.C. 2310(d)(2); and

C. For such other relief this Court deems appropriate

PE16-008 000657 LC

JURY TRIAL DEMAND

42. Plaintiff hereby demands trial by jury.

DATED: 8/26/15

Respectfully submitted,

The Law Office of Patrick J. Cremeens, P.L.

Patrick J. Cremeens, Esq.
Fla. Bar No. 0025848
Jeanne M. Cremeens, Esq.
Fla. Bar No. 0026007
Mark E. Fischer, Esq.
Fla. Bar No. 0112482
4707 W. Gandy Boulevard, Suite 8
Tampa, Florida 33611
Phone (813) 839-2000 / Fax (813) 839-3500
Primary e-mail: admin@cremeenslaw.com
Attorneys for Plaintiff, George Duren

PE16-008 000658 LC

EXHIBIT "A"

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
[redacted]	N/A Co-Buyer's Birth Month: N/A	[illegible] 2201 NORTH [illegible] SAINSVILLE

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 9.00 % per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Weight (lbs.)	Vehicle Identification Number	Primary Use For Which Purchased
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	☐ personal, family or household ☐ business ☐ agricultural ☐ _____

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 after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 1000.00
[illegible] %	$ 4269.03	$ 47408.47	$ 50676.48	is $ 51676.48

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	703.84	Monthly beginning 08/21/12

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of each installment.

Prepayment. If you pay off all your debt early, you may have to pay a penalty.

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

Additional Information: See this contract for more information including information about nonpayment, default, prepayment penalties, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including $ [illegible] sales tax)	$ 45277.21 (1)
2	Total Downpayment =	
	Trade-in N/A (Year) N/A (Make) N/A (Model)	
	Trade-in _____ (VIN)	
	Gross Trade-In Allowance	$ N/A
	Less Pay Off Made By Seller	$ N/A
	Equals Net Trade In	$ N/A
	+ Cash	$ N/A
	+ Other REBATE(S)	$ 1000.00
	(If total downpayment is negative, enter "0" and see 4J below)	$ 1000.00 (2)
3	Unpaid Balance of Cash Price (1 minus 2)	$ 44277.21 (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf	
	(Seller may keep part of these amounts):	
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
	Life $ N/A	
	Disability $ N/A	$ N/A
B	Vendor's Single Interest Insurance Paid to Insurance Company	$
C	Other Optional Insurance Paid to Insurance Company or Companies	$ N/A
D	Optional Gap Contract	$ [illegible]
E	Official Fees Paid to Government Agencies	$ 8.50
F	Government Documentary Stamp Taxes	$ [illegible]
G	Government Taxes Not Included in Cash Price	$ 209.84
H	Government License and/or Registration Fees	$ [illegible]

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. Your choice of insurance providers will not affect our decision to sell you the vehicle or extend credit to you.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

Term N/A

☐ Credit Disability (Buyer Only)

Term _____

Premium:

Credit Life $ _____

Credit Disability $ _____

Insurance Company Name _____

N/A

Home Office Address _____

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments.

1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit and that the policy need not be purchased from us in order to obtain the extension of credit.

X N/A
Buyer Date

X N/A
Co-Buyer Date

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X N/A
Buyer Date

X N/A
Co-Buyer Date

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X N/A
Buyer Date

4	Total Other Charges and Amounts Paid to [redacted] on Your Behalf	$ [redacted]
5	Loan Processing Fee Paid to Seller (Prepaid Finance Charge)	$ [redacted] (5)
6	Amount Financed (3 plus 4)	$ [redacted] (6)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 6, is paid in full on or before _____ Year _____. SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. NAIS GAP FEE
Name of Gap Contract

[redacted]

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is $ _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.
You authorize us to purchase Vendor's or Lender's Single Interest Insurance.

Buyer Signs X _____ Co-Buyer Signs X N/A Date: _____

Returned Check Charge: If any check or order of payment you give us is dishonored, you will pay a charge if we make demand that you do so. The charge will be $25 if the check amount is $50 or less; $30 if the check is over $50 but not more than $300; $40 if the check amount is over $300, or such amount as permitted by law.

Florida documentary stamp tax required by law in the amount of $ [redacted] has been paid or will be paid directly to the Department of Revenue.
Certificate of Registration No. _____

Ins. Co. Name & Address
[redacted]
☐ N/A
Type of Insurance Term
Premium $ _____
Ins. Co. Name & Address
[redacted]
☐ _____
Type of Insurance Term
Premium $ _____
Ins. Co. Name & Address _____
☐ _____
Type of Insurance Term
Premium $ _____
Ins. Co. Name & Address _____

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I wan[redacted]
X _____
Buye[redacted]
X _____
Co-B[redacted]

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

SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel within _____ days, will apply.
X _____ X _____
Buyer Signs Co-Buyer Signs

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We ma[redacted]
may extend the time for making some payments without extending the
See back for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

[redacted] Date _____ Co-Buyer Signs X _____ Date
son who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

[redacted] Address _____
Seller signs _____ Date _____ By X _____

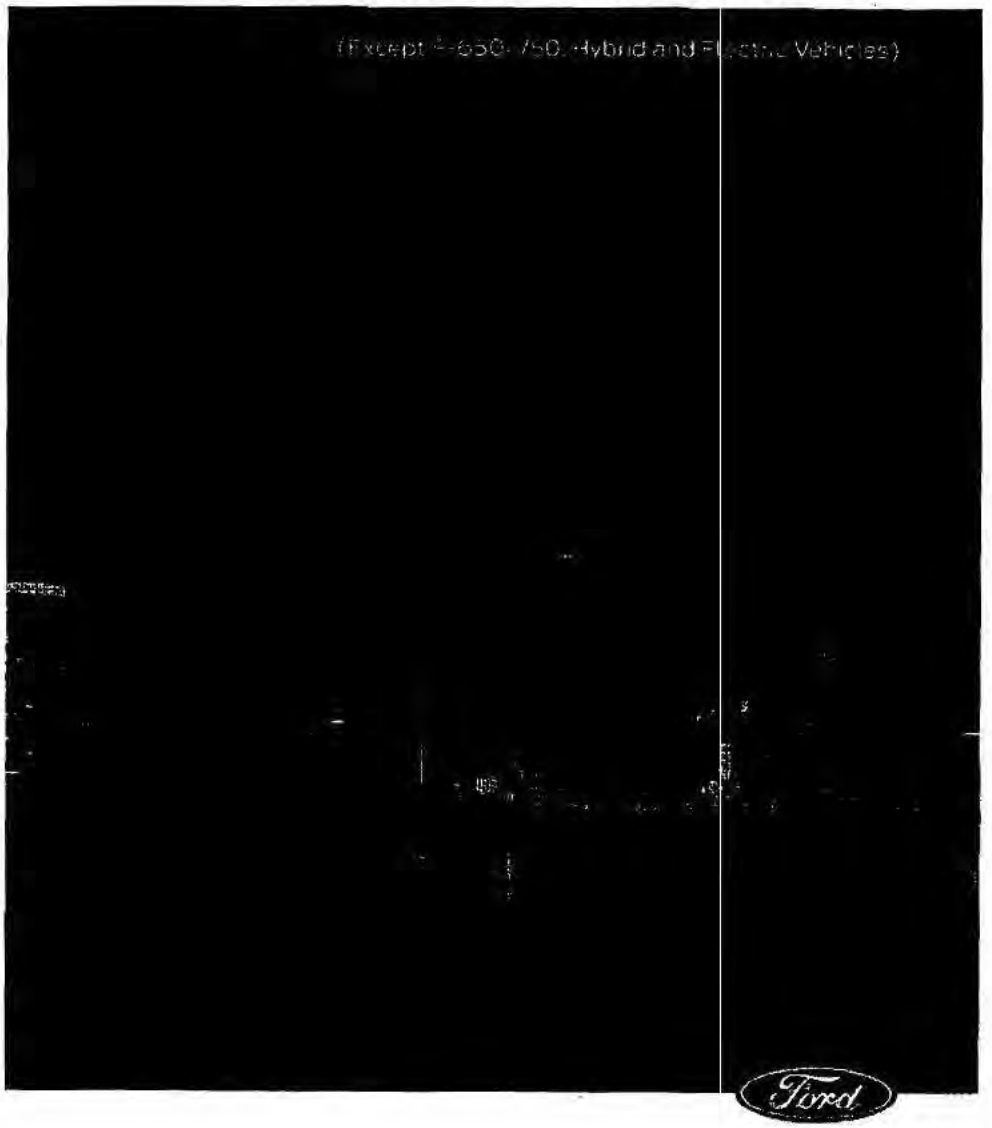
Seller assigns its interest in this contract to BANK OF AMERICA (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

PEACH STATE MERCURY INC
Seller By Title

EXHIBIT "B"

2013 Model Year **Ford Warranty Guide**



Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.

2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.

3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) (TDD for the hearing impaired: 1-800-232-5952) www.customerask.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) www.ford.ca
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11967 Caparra Heights Station San Juan, PR 00922-1967 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3325084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327289 E-mail: mencac@ford.com www.mc.ford.com	

Table of Contents

1.	INTRODUCTION	1
2.	IMPORTANT INFORMATION YOU SHOULD KNOW	2
	If You Need Customer Assistance	2
	Know When Your Warranty Begins	2
	Check Your Vehicle	2
	Maintain Your Vehicle Properly	2
	Who Pays For Warranty Repairs?	3
	Do Warranties Apply In Other Countries?	4
3.	THE NEW VEHICLE LIMITED WARRANTY FOR YOUR 2013-MODEL VEHICLE	5
	Limitations And Disclaimers	5
	What Is Covered?	8
	What Is Not Covered?	12
4.	IN ADDITION ...	16
	Roadside Service Assistance (United States, Puerto Rico, And U.S. Virgin Islands)	16
5.	FEDERAL REQUIREMENTS FOR EMISSIONS WARRANTIES	17
	What Is Covered?	20
	What Is Not Covered?	21
6.	CALIFORNIA REQUIREMENTS FOR EMISSIONS WARRANTIES	22
	What Is Covered?	26
	What Is Not Covered?	28

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS 29

8. NOISE EMISSIONS WARRANTY 31

9. FORD EXTENDED SERVICE PLAN 32

10. BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM 33

11. STATE WARRANTY ENFORCEMENT LAWS 34

12. IMPORTANT INFORMATION ABOUT AMBULANCE CONVERSIONS 34

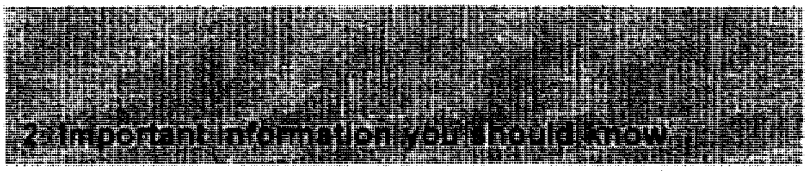
1 Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2013-model car or light truck. If you bought a previously owned 2013-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).



IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3 The New Vehicle Limited Warranty for your 2013 model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers.

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls or extend the warranty coverage period for certain vehicles or vehicle populations, at Ford's sole discretion. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer, before your purchase, and Ford itself not just the dealer, told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

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The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-30.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law," you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law." If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

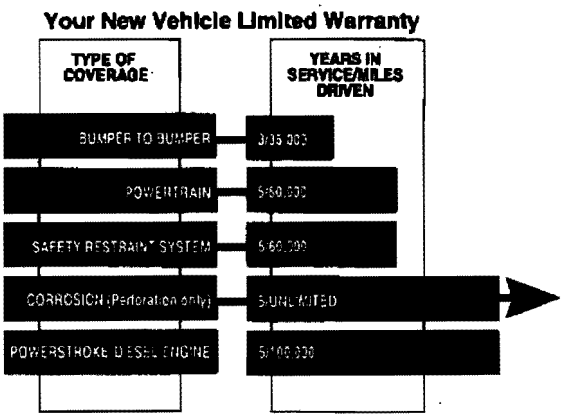
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QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➔ **What is Covered?** (pages 8-12)

➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

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For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 14 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor,

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high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized

tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

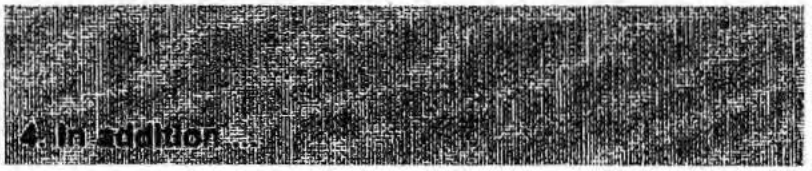
The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 34)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.



ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurances in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

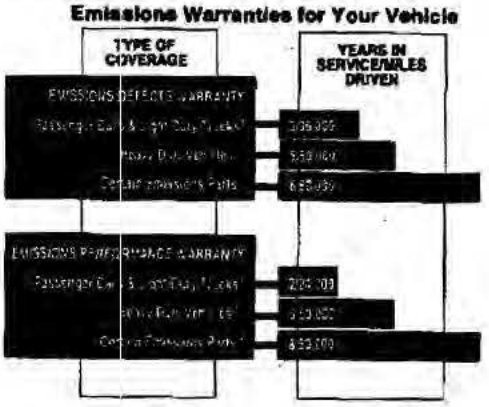
5 Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 10,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- **Emissions Defect Warranty** (page 18)
- **Emissions Performance Warranty** (page 19)
- **What is Covered?** (pages 20-21)
- **What is Not Covered?** (page 21)

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EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices.
  - — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit (ECU), and onboard emissions diagnostic devices.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

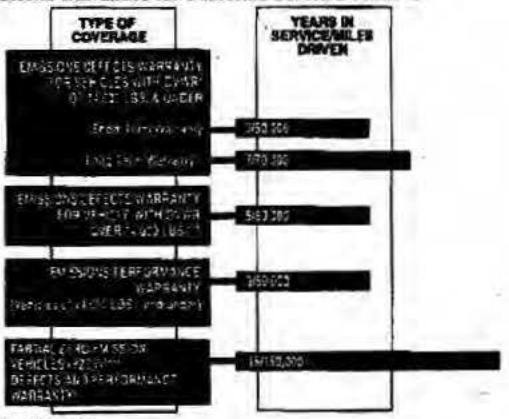
Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

6 California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.
**** Refer to your Vehicle Emission Control Information Label for emissions certification information.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state* that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

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* Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emissions standards, but not the California Emissions Warranty; the Federal Emission Control Warranty applies to all non-PZEV vehicles in New York)
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): Arizona, California, Connecticut, Maine, Maryland, Massachusetts, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - Arizona, California, Connecticut, Maine, Maryland, Massachusetts, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania.

Vehicles Eligible for California PZEV Emission Warranty Coverage

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in a state that has adopted and is enforcing California PZEV emissions warranty, which may include the following states, subject to change: Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

➔ **Defects Warranties** (pages 24-29)
➔ **Performance Warranty** (pages 24-25)
➔ **What Is Covered?** (pages 26-28)
➔ **What Is Not Covered?** (page 28)

PE16-008 000689 LC

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2013-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990

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WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only